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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 10, 2014

Executive Conference Room
9:00 a.m.

	<u>ACTION RECOMMENDED</u>
A. ROLL CALL	
B. APPROVAL OF MINUTES - June 12, 2014	Approve
C. COMMITTEE DISCUSSION ITEMS	
1. <u>Trolley Renewal Project Update (Bruce Schmith of SANDAG)</u> Action would receive a report for information.	Information
2. <u>South Bay Maintenance Facility Update (Elliot Hurwitz)</u> Action would receive a report for information.	Information
3. <u>Enterprise Resource Planning / Transit Asset Management Software Contract Award (Fred LaCroix)</u> Action would forward a recommendation to the Board of Directors to authorize the Chief Executive Office to execute MTS Doc. No. G1680.0-14, with SAP America, Inc. for the provision of software, training services, and ten years of software support services for the Enterprise Resource Planning (ERP) / Transit Asset Management (TAM) Project.	Approve
4. <u>Board Policy 62 - First Amendment Activities on MTS Property (Karen Landers)</u> Action would forward a recommendation to the Board of Directors to: (1) adopt the proposed San Diego Metropolitan Transit System (MTS) Board Policy 62 governing First Amendment Activities on MTS Property; and (2) authorize the Chief Executive Officer to add, remove or modify MTS Board Policy 62 Exhibits B and C relating to the "Designated Areas" in which First Amendment Activities are permitted as necessary to maintain safe and efficient use of MTS property for transit purposes.	Approve



5. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL -
ANTICIPATED LITIGATION (SIGNIFICANT EXPOSURE TO LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)) (ONE
POTENTIAL CASE)

Possible
Action

D. REVIEW OF DRAFT July 17, 2014, BOARD AGENDA

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

Review of SANDAG Transportation Committee Agenda and discussion regarding any
items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc.
Relevant excerpts will be provided during the meeting.

Possible
Action

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

G. PUBLIC COMMENTS

H. NEXT MEETING DATE: August 7, 2014

I. ADJOURNMENT

DRAFT

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

June 12, 2014

MINUTES

A. ROLL CALL

Chairman Mathis called the Executive Committee meeting to order at 9:25 a.m. A roll call sheet listing Executive Committee member attendance is attached.

B. APPROVAL OF MINUTES

Mr. Roberts moved for approval of the minutes of the April 10, 2014, MTS Executive Committee meeting. Mr. Gloria seconded the motion, and the vote was 5 to 0 in favor.

C. COMMITTEE DISCUSSION ITEMS

1. Trolley Renewal Project Update

Bruce Schmith of SANDAG provided a presentation on the Blue and Orange Line Improvement Corridor. He discussed the Blue Line stations and rail construction including the Barrio Logan station, Harborside Station, Pacific Fleet Station, 8th Street Station, 24th Street Station, E Street Station, H Street Station and Palomar Street Station. Mr. Schmith discussed the other Blue Line projects update including recently bid projects, job order contracts and the engineering phase. He also reviewed the traction power substation (TPSS) update. Wayne Terry, Chief Operating Officer of Rail, provided an update on the light rail procurement status. Paul Jablonski, Chief Executive Officer, stated that once the Blue Line has temporary platforms installed, low floor trolley cars will go into operation. He said the expectation is that low floor service will be fully operational on the Blue Line at the end of October or beginning of November. Mr. Jablonski also commented on the status of the milestones. He stated that the first milestone is behind in schedule; however the contractor stated that they do expect to be on time for the remaining milestones.

Action Taken

Informational item only. No action taken.

2. Encanto/62nd Street Trolley Station Transit Oriented Development

Karen Landers, General Counsel, introduced the agenda item and provided a brief description of the project. Tim Allison, Manager of Real Estate Assets, continued the presentation and explained this project relates to the Encanto/62nd Street Trolley Station and the potential long-term development agreement and ground lease with AMCAL Multi-Housing, Inc. He discussed the trolley station specifications and reviewed the development proposal. Mr. Allison also reviewed the affordable housing building elevations and the site plan for upper floors of the building. Ms. Landers continued the presentation by reviewing the development status update and the next steps of the project. She explained the Disposition

and Development Agreement and Ground Lease highlights. She stated that the ground lease will be an upfront payment of \$1,035,000 for the initial term of 55 years. She also noted that there will be market adjustments for subsequent terms of 25 years and 19 years.

Mr. Mathis asked whether or not there will be an additional pedestrian walkway across the street from the parking lot to the trolley station platform. Mr. Allison stated that they have attempted to get a mid-block crossing, but have been told that will not be possible. Mario Turner, with AMCAL Multi-Housing, Inc., added that they will contact the City Planning department to try and acquire a mid-block pedestrian walkway.

Mr. Gloria inquired about the shared costs going forward for maintenance and the security of the property. Ms. Landers stated that MTS will have its own security at the property and will manage it similarly to the Grossmont Station. Mr. Mathis inquired about the security cameras on the property. Mr. Allison stated that the cameras will stream back to MTS's Central Control Station. Mr. Turner stated that AMCAL will install the conduits and wiring in the building for the security cameras. Mr. Jablonski suggested that the cameras should also stream into the onsite building office for additional monitoring of the property.

Mr. Cunningham asked what the length of the covenant is to maintain it as affordable housing. Mr. Turner stated that the tax credit requires the 55 year lease agreement and the housing commission also has their own separate 55 year lease agreement to maintain the affordable housing requirement.

Action Taken

Mr. Cunningham moved to receive a report on a potential long-term development agreement and ground lease with AMCAL Multi-Housing, Inc. and to forward a recommendation to the Board of Directors for approval of the Disposition and Development Agreement and Ground Lease. Mr. Gloria seconded the motion, and the vote was 5 to 0 in favor.

3. San Diego Taxi Fare Standardization Report

Sharon Cooney opened the agenda item by giving a brief overview of the study and an update on the Taxicab Advisory Committee response. Mr. Mathis stated that the recommendation of this agenda item will be to receive the report and that it will not be forwarded to the Board of Directors. Dr. James Cooper, Taxi Research Partners, gave a presentation regarding the San Diego Taxi Fare Standardization Report Study. He reviewed the following aspects of the study: tasks; project steps; driver profiles; baseline earnings; change in operating costs; associated factors influencing earnings; arguments for/against standardization; standardization impacts; options and conclusions. Bill Kellerman, Taxicab Administration Manager, stated that there has not been a raise in the airport's taxicab rate for 2014. He said they have deferred action on changing the airport rate pending the study.

PUBLIC COMMENTS

Sarah Saez – Ms. Saez of the United Taxi Workers of San Diego stated that they are in opposition to the study. She stated they support the SDSU letter that was provided to the Committee which raises questions to the study presented. She also said they have issues regarding the results of the dispatch driver findings, because some drivers in dispatch receive preferential treatment. Ms. Saez said that she feels standardization will make it more difficult for drivers to compete with one another. She stated that they have been advocating for a lease cap, because when taxi fares rise in price, the taxi leases also rise.

Ian Sernelo – Mr. Sernelo of the United Taxi Workers of San Diego stated that they are concerned with the study and said there were important points made in the SDSU letter. He said the methods used in the study are up for interpretation based on the sample of the drivers used. Mr. Sernelo said that some of the calculations were not clear based on the hours worked. He also stated that there were several points raised by SDSU that were not addressed in the report.

Margo Tanguay – Ms. Tanguay of the Taxicab Advisory Committee agreed with Ms. Saez and Mr. Sernelo. She stated that the Committee agreed to receive the report, not accept the report. She said the majority of the taxi drivers have been using the airport rates. She commented that there are taxicab strikes occurring in Europe currently. Ms. Tanguay said that Uber and Lyft services do not have the same vehicle inspections or driver inspections as taxis.

Dr. Cooper responded in regards to the SDSU letter stating that the SDSU study and his study do not really differ. He said they fully accept that some drivers work long hours and make little amounts of money. Dr. Cooper stated that it is hard to verify the actual hours driven by each individual. He also explained the differences between lease drivers and owner operators. Mr. Roberts asked what the general consensus was for the study. Dr. Cooper stated that they see a benefit for a standard rate, but not being overcharged. He said that they are introducing the idea of a post-rate discount of having a single rate and then discounting that rate. Mr. Mathis asked if we already have a standard single rate based on the airport rate. Mr. Kellerman said about 70-80% of drivers currently use the airport rate.

Mr. Gloria asked Dr. Cooper if the driver dispatch records were available for public review. Dr. Cooper said that the records are not available due to a confidentiality agreement.

Action Taken

Mr. Gloria moved to receive a presentation by Taxi Research Partners regarding the "San Diego Taxi Fare Standardization Report". Mr. Ovrom seconded the motion, and the vote was 4 to 0 in favor, with Mr. Cunningham absent.

4. South Bay Maintenance Facility Update

The Executive Committee unanimously agreed to move this agenda item to the July 10, 2014 Executive Committee agenda.

Action Taken

No action taken.

6. Baltimore Junction Excess Property Potential Development (TAKEN OUT OF ORDER)

Karen Landers opened the presentation regarding the Baltimore Junction Excess Property. Tim Allison described the Baltimore Junction site, location and specifications. He explained that G8 Development, Inc. is interested in purchasing the property for the purpose of developing a Hilton Garden Inn Hotel. Mr. Allison stated that the City of La Mesa likes the idea of having a hotel developed on this land. He also reviewed the G8 Development proposal for the hotel. Mr. Roberts asked if this property has been marketed to the public. Mr. Allison stated that it has not been marketed through CoStar, however a number of development entities have inquired about the property. Mr. Roberts stated that he suggests this property should be publicly marketed before moving forward with an exclusive negotiating agreement.

Action Taken

Mr. Roberts moved for a new recommendation of public solicitation of the Baltimore Drive property. Mr. Ovrom seconded the motion, and the vote was 4 to 0 in favor, with Mr. Cunningham absent. The original recommendation to forward this item to the Board of Directors for approval of an Exclusive Negotiating Agreement for the long-term lease of 5159 Baltimore Drive was declined.

5. Update on Department of Labor Challenge of California Public Employees' Pension Reform Act of 2013

Mr. Jablonski provided an update on the Department of Labor Challenge of the California Public Employees' Pension Reform Act of 2013 (PEPRA). He said there was a Federal Court date for the judge to hear a motion by the Department of Labor for summary judgment in this case; however the judge did not make any ruling at that time. Mr. Jablonski explained that the State of California enacted a one-year exemption from PEPRA for transit agencies pending the outcome of litigation. He also stated that the judge's decision should be made in approximately 30 to 45 days.

Action Taken

Informational item only. No action taken.

D. REVIEW OF DRAFT JUNE 19, 2014, BOARD AGENDA

Recommended Consent Items

6. Policy 25 - Equal Employment Opportunity (EEO) Program for Employees and Contractors
Action would update and reaffirm MTS Policy 25.
7. Motorola Regional Transit Management System Annual Maintenance and Support Services - Contract Amendment
Action would authorize the CEO to execute MTS Amendment No. G0867.15-03 with Motorola, Inc. to extend the Regional Transit Management System (RTMS) annual maintenance and support period from July 1, 2014 through June 30, 2015; and execute MTS Amendment No. G0868.9-03 with North County Transit District (NCTD) for a Funds Transfer Agreement.
8. Weed Abatement Services - Contract Award
Action would authorize the CEO to execute MTS Doc. No. L1186.0-14 with DeAngelo Brothers, Inc. for the provision of on and off track weed abatement services for a contract period of five (5) years.
9. Investment Report - April 2014
Informational item only. No action taken.
10. Fiscal Year 2015 Capital Improvement Program Amendment
Action would approve the amended FY 2015 Capital Improvement Program (CIP).
11. Fiscal Year 2015 Transportation Development Act Claim
Action would adopt Resolution Nos. 14-8, 14-9, and 14-10 approving fiscal year 2015 Transportation Development Act (TDA) Article 4.0, 4.5 and 8.0 claims respectively.
12. Number Not Used
13. Compass Card Back Office Memorandum of Understanding
Action would execute Addendum 21 to the Master MOU with NCTD and SANDAG to formally transfer Compass Card Back Office responsibilities to MTS and allocate cost sharing for such services.
14. 2014 Mills Building Board Room Improvement Project
Action would authorize the renovation of the 10th Floor Board Room through Colliers International, the Mills Building on-site property management company.

Ms. Landers stated that consent item number 13 on the June 19, 2014 draft Board agenda has been removed from the final Board agenda.

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

No discussion for this agenda item.

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

There were no Committee member communications.

G. PUBLIC COMMENTS

Margo Tanguay – Ms. Tanguay made a comment to Mr. Roberts regarding the newly opened County Waterfront Park. She stated that the park is a wonderful new addition to San Diego.

The Executive Committee convened to Closed Session at 11:40 a.m.

4. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8;
Property: 8650 Tech Way, San Diego, California (Assessor Parcel Nos. 369-220-85)
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: Excel Hotel Group; Hallmark Communities, Inc.; and Dan Floit
Under Negotiation: Price and Terms of Payment

The Executive Committee reconvened to Open Session at 11:59 a.m.

Oral Report on Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

4. The Executive Committee received a report and gave instructions to Real Property Negotiators.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for July 10, 2014.

I. ADJOURNMENT

Chairman Mathis adjourned the meeting at 12:02 p.m.

Chairman

Attachments: Roll Call Sheet
Handout – SDSU Letter 6/6/14 re: San Diego Taxi Fare Standardization Report
Handout – Taxi Research Partner Letter 6/10/14 re: Response to SDSU Letter

**EXECUTIVE COMMITTEE
METROPOLITAN TRANSIT SYSTEM**

ROLL CALL

MEETING OF (DATE) June 12, 2014

CALL TO ORDER (TIME) 9:25 a.m.

RECESS _____

RECONVENE 11:59 a.m.

CLOSED SESSION 11:40 a.m.

RECONVENE _____

ADJOURN 12:02 p.m.

BOARD MEMBER (Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
GLORIA <input checked="" type="checkbox"/> (Emerald) <input type="checkbox"/>	9:25 a.m.	12:02 p.m.
MATHIS <input checked="" type="checkbox"/>	9:25 a.m.	12:02 p.m.
OVROM <input checked="" type="checkbox"/> (Bragg) <input type="checkbox"/>	9:25 a.m.	12:02 p.m.
ROBERTS <input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:25 a.m.	12:02 p.m.
CUNNINGHAM <input checked="" type="checkbox"/> (McClellan) <input type="checkbox"/>	9:25 a.m.	11:00 a.m.
Transportation Committee Rep Slot (Mathis)		

SIGNED BY THE CLERK OF THE BOARD: 

CONFIRMED BY THE GENERAL COUNSEL: 



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June 6, 2014

Dear Taxi Advisory Committee,

We regret that we cannot appear in person today, but we want to express our concern to you about the income calculations in the San Diego Taxi Fare Standardization Report draft. We believe there are serious problems with the sample, the methodology and the calculations, which make the figures in the report unrepresentative of the earnings of drivers in San Diego.

Our concerns are as follows:

1) Driver survey methods: the report explains:

"The team considered it important that a representative sample of drivers were given the opportunity to participate across a variety of differing operating patterns. Questionnaires were therefore distributed at stand, in the SAN airport holding area, at the Sheriff's licensing facility, at the MTS training and inspection facilities. The survey was also made available on-line using a unique code system comprising stated address and recorded IP address. The unique code reduces the potential for multiple entries using the on-line system, with a similar precaution on paper responses based on name."

Giving a representative sample of drivers the opportunity to participate, is not the same as having achieved a representative sample – which the report does *not* claim to have done. In fact, we think it is unlikely that the sample is representative as we know drivers fear retaliation and would be unlikely to complete a survey that asked for their name. Also, since drivers could take the survey on line there was clearly a self-selection process, not a random sampling. We believe that owner-operators were more likely to respond to the MTS sponsored survey, and are very likely overrepresented, skewing the earnings data upward. This is of particular concern since the figures based on the survey say that they represent the experience of "lease" street drivers.

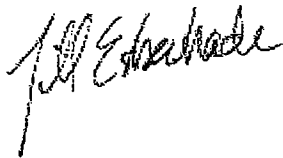
2) Dispatch data: we assume that dispatch data included *all* drivers for the dispatch, this should be verified because any selectivity would obviously skew the data. It would also be helpful to know what year the data came from – a normally included piece of information that is missing (this is particularly important since dispatch fares have dropped off dramatically recently due to Uber and other competition). We would also like to point out that while 50% of fares come from dispatch calls according to the report, this does not mean that 50% of drivers make their living from dispatch calls. As can be seen in the data itself those calls go to a more concentrated group than the street fares. Moreover, the majority of drivers certainly do not work for one of these two "efficient" dispatch companies. In fact,

this dispatch data can at its best only represent the opportunities for the most successful of the drivers.

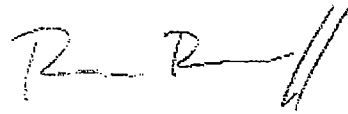
- 3) Calculation of hours from dispatch reports: We believe the hours used to calculate the earnings are low by any reasonable measure. It is irregular, and unexplained, that the authors used the mode of hours and not the mean or median. We also find the assumption that workers do not work before receiving the first dispatch call or logging in very problematic. In fact, the report itself acknowledges pre-log in work as a practice on page (41), and includes these potential extra fares but *not* the potential extra hours in its calculations. Moreover, the yearly annual income seems to be calculated on even fewer than the 7.75 hours a day that the report claims to use for full time dispatch drivers. The calculation is made apparently using approximately 35 hours a week (either 5 days at 7 hours, or about 4.5 days at 7.75 hours).
- 4) Mismatch of data on hours worked: on page 31 the report state, ""the divergence between electronic and driver reported hours may appear irreconcilable." In fact, the data *is* irreconcilable. Even using the driver survey of a sample we believe to be a more protected group of drivers, probably underrepresenting lease drivers, the median hour worked appears to be close to 12, with the majority of drivers reporting either 10 or 12 hours worked per day. This figure is in line with the length of standard leases (12) and a previous report by ourselves and one by the drivers' association. This triangulation makes it a much more reliable figure.
- 5) Grossly underestimating expenses: The report only uses two expenses for lease drivers: gas and lease. It is unclear where the authors came up with \$3.68 for gas. On page 65, they provide the price of gas over an 18-month period. Looking at these figures, there is no way to justify the use of \$3.68 as the gas price for 2013/2014, which is clearly way below any derivation of a mean or median, or even a mode. The lease price is also underestimated. In the first income calculation tables on page 42, the lease for dispatch drivers is \$65 a day, which would be reasonable except that it the yearly figure is for only 4.5 days a week for 50 weeks. Drivers have to pay the lease 7 days in most instances, whether they are driving or not. In the following table on page 46, for extended hours lease dispatch, the lease amount has been reduced even further with no explanation. On pages 49 and 50, the lease street driver's "vehicle and infrastructure" expense is higher at \$358 a week (this is dividing the annual lease by only the 50 weeks referred to in the report, when actually they usually have to pay all 52 weeks). This amount is below the average weekly lease price for even a 12-hour lease (True North found the lease to be \$2000 a month in 2011). Moreover, the lease amount for "street" drivers is *more* than that of the dispatch drivers. Anyone who knows the industry, knows that these estimates are fatally flawed, since the "efficient" dispatches charge much higher fees, and consequently the lease rates on the taxis under their purview are actually considerably higher. Finally, other acknowledged expenses were not calculated into the earnings per hour (eg cleaning and credit card on page 61). And other unacknowledged expenses like cell phone expense, required to receive dispatch calls, (and calculated in the previous MTS commissioned True North study) were left out as well.
- 6) Miscalculating the earnings per hour: the income per hour calculation, based on the vast data supplied by the dispatch companies, should have been figured on an individual basis and *then* the mean and the median of individual income could have been calculated. Using the overall mode of hours and the overall mean of fares to then calculate income does not give accurate data about average earnings.

The income per hour figures in this study can be considered the upper bound of what taxi drivers make; they are certainly not representative in any way. The problems with the data, including using low numbers for expenses, ignoring standard procedures for calculating average hourly earnings, and using a skewed survey sample (and possibly dispatch sample), call the study's conclusions about earnings into serious doubt.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Esbenshade". The signature is fluid and cursive, with the first name "Jill" being more prominent.

Jill Esbenshade, PhD
Associate Professor
Department of Sociology
San Diego State University

A handwritten signature in black ink, appearing to read "Peter Brownell". The signature is more stylized and less legible than the one on the left, with some loops and a double slash at the end.

Peter Brownell, PhD
Research Director
Center on Policy Initiatives

June 10th, 2014

Response to San Diego State University commentary dated June 6th, 2014.



Introduction

Taxi Research Partners have undertaken a study of the taxi market in San Diego, presented in our recent report to the MTS. Our work has been carried out without bias as independent researchers and included a significant number of surveys, stakeholder interviews and data analysis. In the course of our work we encountered a wide range of views with very differing perceptions of the taxi industry, the role it plays in transportation and the issues faced by the industry.

In undertaking our analysis we have kept an open mind at all times and demonstrate what we believe to be a fair review of the facts presented to us and a detailed analysis of survey and electronic data.

In common with colleagues from San Diego State University we too believe it is important that taxi drivers are recognized for the significant work they undertake in the city. There is no benefit to us in misrepresenting the number of hours a driver works, this is the basic tenet of the SDSU letter dated June 6th and we have not done so. We also point out that, while the estimation of driver earnings is important in understanding the market, the market is influenced by many more factors that will ultimately impact on the earnings of the driver.

In setting out our response to the SDSU letter of June 6th., we have no desire to criticize the authors, nor reduce the importance of the driver to the San Diego Taxi market; but rather to respond to the individual points that have been made. Taxi Research Partners recognize and highlight the significant role that the San Diego Taxi Driver plays in the transportation services offered.

1.0 Driver Survey Methods

In their first substantive point the SDSU authors question the representative nature of the driver survey undertaken. The authors highlight reasons why the sample may be biased and cite intimidation within the industry.

While we do not have any evidence of intimidation, the SDSU authors are correct in their premise that a greater number of owner operators would skew the sample. The survey was aimed at lease drivers, although the nature of collection could not exclude responses from owner operators. As a result we identified owner / lease categories and treated responses as separate. We believe that this allowed us to avoid a biased response specific to any one driver type. It would also be a reasonable accusation that incorrect responses (where a respondent chooses to lie) would also skew the sample but this latter point is true of all surveys.

Driver surveys were undertaken using three collection methods: intercept, distribute and on-line. Surveys were then stratified to driver types, on the basis of responses provided. Drivers categories are set out in the report and this categorization ensured that we did not allocate dispatch driver earnings to street drivers, airport earnings to non-airport drivers etc. The purpose and effect of this was that the analysis did NOT misrepresent drivers of any one category. This is also important in respect of 'mode' analysis, a further comment in the SDSU letter, discussed below. The team took measures to avoid duplicative entry, where a respondent answers the survey more than once; and

variance analysis to identify where responses appeared to differ from the normal distribution of responses in each of the driver categories.

2.0 Dispatch Data

The dispatch data relates to ALL drivers within the dispatch reporting. There is no possibility of a skewed sample and Taxi Research Partners are satisfied that the datasets provided were accurate and un-manipulated. Data analyzed relates to four seasonal periods in 2013. The analysis undertook a sanity check, identifying records that appeared incorrect or incomplete, on a line-by-line basis where appropriate.

It is accurate that not all drivers work for larger 'efficient' dispatch companies, with many choosing to concentrate on street work and therefore not all drivers receive the level of income of a driver with an efficient dispatch company but this was NOT suggested. Indeed, the use of different categories of drivers ensures that the calculations on fare are NOT based on the income of drivers from an efficient taxi dispatch company alone. We agree with the SDSU assessment that more than half of San Diego drivers work outside 'efficient' dispatch companies and developed a structure that represented these drivers as well.

3.0 Calculation of hours / Mode calculation

'Mode' is one of three forms of average. Averages can relate to:

- Mean - the summation of all entries and division by numerator (the most common form of average)
- Median - the mid point entry
- Mode - the most common entry

The SDSU authors comment on the use of mode but fail to recognize that the identification of hours relates to three categories in their own right, drivers working part time, drivers working full time and drivers working extended hours, though this may simply be a misunderstanding on the part of the SDSU authors.

Our analysis identifies the peaks in responses for drivers hours for each of the three categories (P/T, F/T and E/T). These are the most common worked hours for each category and include significantly longer hours worked in the case of street drivers. The correlation between dispatch and driver reporting can be seen in Figure 14, on page 32. This method of mode analysis specifically provides for drivers working different hours and in particular recognizes the very long hours that are worked by street drivers.

The SDSU authors also suggest that we have not calculated drivers working before their first dispatch trip and after their last, although they do recognize that we have referenced this. In fact the Taxi Research Partners have included time before and after first and last dispatch. In one company the analysis is made simple in that metered trips of any kind (whether dispatch or by hail) require the meter to be 'logged on' using a swipe system. Effectively shift times (rather than dispatch times) are actually demonstrated. This is not true for all dispatch systems and we rounded up working hours on the basis that we felt a driver may choose to work a complete hour. Thus a last dispatch drop off at

12.35 would be measured as a shift ending at 1.00. It is also noted that additional trips taken beyond dispatch 'working hours' have the effect of increasing total income, not reducing it.

4.0 Irreconcilable differences between datasets

We found it very difficult to understand why this was included as a criticism of our work as it appears to reflect the views we actually stated. We agree that dispatch and self-reported hours are different, although some pattern correlations are present and need to be acknowledged.

We also agree that many drivers do work 10-12 hours per day, a fact acknowledged in our working hours categories. Indeed our use of Part Time, Full Time and Extended Hours drivers actually allows for this to be fully included and we suggest provides a more accurate review of incomes than that possible using a single 'all driver' method.

5.0 Underestimating Expenses

We do not consider that we have underestimated expenses. Indeed the comment made in respect of gasoline prices highlights a significant misunderstanding of the process of analysis on the part of the SDSU authors. The purpose of a comparison across time periods is to identify the change in prices NOT to provide a global approximation of cost.

We used recognized independent sources in identifying prices at the start of the analysis period and at its conclusion for all external prices and identified lease rates from driver responses in the driver survey. As these responses were stratified by driver type we do not consider there to be a bias in any one category. The precise nature of lease costs reflect the market for leases and no single response or stated cost may be entirely accurate for the rest of the fleet.

Costs across all driver types are tabulated in our report. It is NOT appropriate to use a mean or even a median value across the period as this fundamentally removes the ability to compare from start to finish. We feel the SDSU comment reveals a misunderstanding of the process undertaken.

6.0 Miscalculating earnings per hour

As in the previous statement we feel that the SDSU authors misunderstood / misrepresent the process of the analysis. We have NOT used a mode calculation of earnings for all drivers but rather values for different driver types. The result is NOT a single San Diego average as may be read into the criticism but a detailed review of different drivers. No single driver will earn the same amount as individual circumstances will alter, as will the numbers of trips demanded. The use of driver categories allows for a more detailed analysis of potential earnings. Moreover, as the report seeks to compare changes in the market over time, the use of one single value is both inappropriate and misleading.

We do NOT suggest an overall mean of earnings, as set out here and, we believe, in our report; but a mix of earnings reflecting different driver circumstances.

Professor James M. Cooper, Taxi Research Partners



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Agenda Item No. C1

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 10, 2014

SUBJECT:

TROLLEY RENEWAL PROJECT UPDATE (BRUCE SCHMITH OF SANDAG)


INFORMATIONAL

Budget Impact

None.

DISCUSSION:

The Trolley Renewal Project is a system-wide rehabilitation and upgrade of the existing trolley system. The project includes the purchase of new low-floor vehicles, the rehabilitation and retrofit of stations and transit centers throughout the system, new crossovers and upgraded signaling, replacement of the overhead catenary wire, track work and rail replacement, slope repair, and traction power substation replacement and rehabilitation. Construction and infrastructure work is currently underway in downtown San Diego and on the Orange and Blue Lines. Staff will provide an update on the construction project.


Paul C. Jablonski
Chief Executive Officer

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





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Agenda Item No. C2

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 10, 2014

SUBJECT:

SOUTH BAY MAINTENANCE FACILITY UPDATE (ELLIOT HURWITZ)

RECOMMENDATION:

That the Executive Committee receive a report for information.

Budget Impact

None.

DISCUSSION:

The South Bay Maintenance Facility (SBMF) is one of the largest bus divisions of MTS. It is located in Chula Vista on Main Street. MTS has been developing this site for many years and has expanded the site to 10.6 acres. Facilities are being added to increase the capacity of this bus operating division from 180 to 250 buses. On January 25, 2013, SANDAG issued a Notice to Proceed for Whiting-Turner to begin the SBMF design-build construction project. This project is valued at approximately \$30 million and consists of several basic elements.

The expansion project involves constructing a new two-story 14,000 square feet administration and operations building. This will include dispatching, driver's facilities, and administrative functions like human resources, operations management, and finance. The project also includes building a new 15-bay 48,000 square feet maintenance facility with service functions, in-ground lifts, and parts storage. The project includes a new state-of-the-art Ross and White bus wash. The new maintenance building will be LEED-certified and will have photovoltaic solar panels generating electricity.

Veolia Transportation is the MTS contract bus operator of the SBMF site and currently operates 190 buses over the southern and central regions of the MTS area from the SBMF facility.



MTS staff will provide the Executive Committee with an update on the current construction project and the latest schedule to complete the project.

A handwritten signature in black ink that reads "Sharon Cooney for". The signature is written in a cursive, flowing style. The word "for" is written in a smaller, simpler script at the end of the signature.

Paul C. Jablonski
Chief Executive Officer

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



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Agenda Item No. C3

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 10, 2014

SUBJECT: ENTERPRISE RESOURCE PLANNING / TRANSIT ASSET MANAGEMENT
SOFTWARE CONTRACT AWARD (FRED LACROIX)

RECOMMENDATION:

That the Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1680.0-14, with SAP America, Inc. (in substantially the same format as Attachment A) for the provision of software, training services, and ten years of software support services for the Enterprise Resource Planning (ERP) / Transit Asset Management (TAM) Project.

Budget Impact

The total cost of this agreement is not-to-exceed \$2,305,000.00 and is itemized as follows:

	<u>Cost</u>
SAP Software Licenses	600,000.00
Training Services	<u>385,000.00</u>
Total License / Training Cost:	985,000.00
Software Support Services (Estimated 10 Year Cost)	<u>1,320,000.00</u>
Grand Total Cost:	<u>2,305,000.00</u>

The software license and training services costs are funded under MTS Capital Improvement Program (CIP) project numbers 11307 and 11345. Support services are funded as part of the annual operating budget under the Information Technology account code 661-53910.



DISCUSSION:

MTS has been using two separate systems, Integrated Financial and Administrative Solution (IFAS) and Ellipse, for accounting, budget management, inventory control, and maintenance of revenue vehicles and wayside infrastructure. These systems were originally installed in 1997 and 2003 respectively and were legacy systems prior to the consolidation of MTS in 2003.

These systems are inefficient and require a significant amount of internal resource time and paper driven processes to produce necessary reporting and data. Furthermore, the FTA is formulating new State of Good Repair (SGR) requirements under the federal Moving Ahead for Progress in the 21st Century (MAP-21) legislation that the current systems cannot support. The FTA granted MTS \$3.0 million (matched with \$750,000 local funds) as part of a pilot project to procure this TAM application.

MTS has taken the approach of splitting out this technology project by first selecting a vendor, and second selecting an implementation partner. This agenda item relates to phase one of this project and when a vendor has been selected, staff will begin the procurement process to select an implementation partner as a second phase. That second phase would be funded under the 2015 and 2016 CIP budgets.

There are several goals with the procurement of this application including:

- The provision of a highly functional application with streamlined workflow to allow for the removal of intensive paper-based business processes;
- The technology distribution to maintenance employees in the field for live preventative maintenance inspections, improving efficiency;
- The improvement of reporting and quicker reference to important indicators (including SGR condition rating) for quicker management response; and
- The use of technology to drive more efficient business processes through automated workflow.

Staff created a project structure of a Project Manager overseeing the day-to-day aspects of this procurement and implementation, a Selection Committee made up of representatives from Bus Operations, Wayside Maintenance, Bus Maintenance, LRV Maintenance, Information Technology, Finance, Procurement and Materials/Stores, and an Advisory Committee made up of the Chief Executive Officer, Chief Operational Officers, Chief Technology Officer and Chief Financial Officer.

The Selection Committee participated in the development of the organizational requirements and the Request for Proposals. The evaluation process included vendor requirement responses, vendor demonstrations of the applicability of their respective solution, on-site customer software demonstrations and reference checking. Throughout the procurement process, the Project Manager briefed the Advisory Committee as to the progress and received direction.

Functional Areas Within Project Scope

This project is to replace the legacy systems and includes the following functional areas:

Financial Management:

- General Ledger / Financial Accounting

- Budgeting and Budget Control
- Grants Management

Procurement and Materials Management:

- Contracts
- Purchasing / Receiving
- Inventory and Warehouse Control
- On-line Order / Fulfillment

Asset Management Areas:

- Equipment and Vehicle Maintenance Management
- Work Order Management
- Warranty Tracking
- Condition Monitoring (as required by the FTA SGR initiative)
- Linear Asset Management (Rail Track, Electric Power Grid & Related)

Customer Service Areas:

- Incidents, Accidents and Claims Management
- Customer Service / Lost and Found

During phase one of the RFP evaluation, the vendors' solutions were scored on:

- Background/Experience – 25% of the total points
- References – 10% of the total points
- Requirements – 40% of the total points
- Cost – 25% of the total points

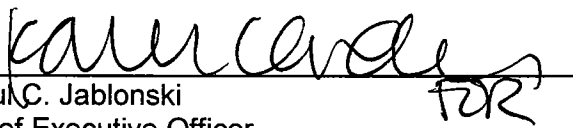
A total of four (4) vendor solutions were selected to be finalists and invited to the second phase.

During phase two of the RFP evaluation, the vendors' solutions were scored on:

- Detailed Training Plan – 5% of the total points
- Scripted Demonstration – 40% of the total points
- Refined Cost Proposal – 40% of the total points
- Site Visits and References – 15% of the total points

The selection of SAP is the recommendation of the Selection Committee, has been approved by the Advisory Committee, and best meets MTS's requirements at a competitive price. The vendor offers a unique solution in that it is fully integrated, enabling MTS staff in every department to view the same data. The integrated solution reduces the risk of error due to non-synchronized information.

Therefore, staff recommends that the Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1680.0-14 with SAP America, Inc. for the provision of software, core team training, and ten years of support fees for the ERP/TAM Project.


Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft Standard Services Agreement; Contract No. G1680.0-14

**ATTACHMENT A
(DRAFT)**

**G1680.0-14
CONTRACT NUMBER**

FILE/PO NUMBER(S)

**STANDARD SERVICES AGREEMENT
FOR
ENTERPRISE RESOURCE PLANNING AND TRANSIT ASSET MANAGEMENT SOFTWARE**

THIS AGREEMENT is entered into this _____ day of _____ 2014, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: SAP Public Services, Inc. Address: 1300 Pennsylvania Ave., NW
Washington, DC 20004
 Form of Business: Corporation
 (Corporation, partnership, sole proprietor, etc.)
 Telephone: (202) 312-3500

Authorized person to sign contracts: Terence Dougherty Director of Contracts
 Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Enterprise Resource Planning (ERP) and Transit Asset Management (TAM) software, core team training, and 10 years of software support, as specified in the Scope of Work (attached as Exhibit A), SAP Enterprise Resource Planning System proposal dated March 14, 2014 (attached as Exhibit B), and in accordance with the Standard Conditions Services Agreement, including the Standard Conditions Services (attached as Exhibit C), and the Federal Requirements (attached as Exhibits D). Contract in effect from date of delivery.

Total contract will be in the amount of **\$2,305,000.00.**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEMS	FISCAL YEAR
\$ 2,305,000.000	661-53910, 11307, 11345	FY 15-24

By: _____ Date
 Chief Financial Officer

(___ total pages, each bearing contract number)

SA-SERVICES REVISED (REV 6-13)
DATE



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Agenda Item No. C4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 10, 2014

SUBJECT:

BOARD POLICY 62 - FIRST AMENDMENT ACTIVITIES ON MTS PROPERTY (KAREN LANDERS)

RECOMMENDATION:

That the Executive Committee forward a recommendation to the Board of Directors to:

- 1) Adopt the proposed San Diego Metropolitan Transit System (MTS) Board Policy 62 governing First Amendment Activities on MTS Property (Attachment A); and
- 2) Authorize the Chief Executive Officer to add, remove or modify MTS Board Policy 62 Exhibits B and C relating to the "Designated Areas" in which First Amendment Activities are permitted as necessary to maintain safe and efficient use of MTS property for transit purposes.

Budget Impact:

None.

DISCUSSION:

It is the policy of MTS that its transit vehicles and facilities be used only for travel-related purposes so that passengers can utilize the transit system in a safe and efficient manner without inconvenience or delay. However, according to the First Amendment of the United States Constitution and the Liberty of Speech Clause of the California Constitution, certain areas within MTS property must be made available for First Amendment Activity.


Currently, requests for First Amendment Activity Permits are handled by the Office of General Counsel on a case-by-case basis. Proposed Board Policy No. 62 formally documents and adopts the process currently followed. The proposed policy establishes a First Amendment Activity Permit process with reasonable time, place and manner



restrictions to ensure the interaction between transit operations and First Amendment Activities occurs in a safe and effective manner.

The policy identifies "Designated Areas" within MTS property in which First Amendment Activities may be authorized. These "Designated Areas" have been chosen based on several factors. First, MTS facilities consist of "paid fare zones" where access is available only to ticketed passengers, such as inside buses, inside trolley cars and within the established boarding, exiting and waiting areas for trolley cars. Since these "paid fare zones" are not open to the public, but only open to ticketed passengers, MTS has found that these areas are not appropriate for First Amendment Activities. Second, many portions of MTS facilities are used for the ingress and egress of passengers from and to buses and trolley cars. To ensure that these highly trafficked pathways continue to allow for the smooth flow of passengers, MTS has found that these areas are not appropriate for First Amendment Activities. Third, MTS has evaluated areas for any potential safety or security concerns, such as areas where access is restricted only to authorized personnel or areas impacted by vehicular traffic. MTS has also found these areas not appropriate for First Amendment Activities. For all other areas, MTS has identified where individuals or groups would have enough space to conduct First Amendment Activities while also providing enough access to members of the public using MTS facilities for transit purposes. Considering all these factors together, MTS has found several "Designated Areas" appropriate for First Amendment Activity, further described in MTS Board Policy 62, Exhibit C.

Any individual or group interested in conducting First Amendment Activities in these "Designated Areas" will be required to first request and be issued a First Amendment Activity Permit. This First Amendment Activity Permit will require participants to abide by all restrictions expressed within MTS Board Policy 62. Any violation of the restrictions expressed within MTS Board Policy 62 may include, but is not limited to, revocation of the MTS Permit and removal from MTS property. MTS intends for this First Amendment Activity Permit process and the restrictions imposed to effectively balance the First Amendment rights of individuals and groups while also ensuring the safety of the public, passengers and MTS employees on MTS property.


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619-557-4513, Sharon.Cooney@sdmts.com

Attachment: A. Proposed MTS Board Policy 62



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Policies and Procedures

No. 62

SUBJECT:

Board Approval:

FIRST AMENDMENT ACTIVITIES ON MTS PROPERTY

PURPOSE:

To establish a policy and guideline concerning the regulation of First Amendment Activities on MTS property.

BACKGROUND:

It is the policy of MTS to provide safe, secure and efficient transit services to its passengers. In furtherance of this policy, MTS intends that its transit vehicles and facilities be used only for travel-related purposes so that passengers can utilize the transit system in a safe and efficient manner without inconvenience or delay. Activities for non-travel purpose, as defined below, bring the risk of interference with the entering, exiting, boarding, transferring and de-boarding of MTS passengers from transit vehicles and facilities as well as the increase in administrative costs necessary for security enforcement, maintenance and litter removal at transit facilities.

To prevent interference with and obstruction of MTS's responsibilities to provide transportation and protect its facilities, while at the same time accommodating First Amendment Activities that are protected by state and federal law, MTS has made certain areas of its property available for First Amendment Activities and has instituted the following policy.

POLICY:

The following guidelines will be reviewed by staff to reflect current policies of MTS Board of Directors and to reflect changes in the trends of social and economic acceptance and appropriateness of various forms of First Amendment Activities.

62.1 DEFINITIONS

- a. "First Amendment Activit(y)(ies)" includes, but is not limited to, distribution of literature, pamphlets, handbills, signature gathering, conducting surveys, picketing, demonstrating



and displaying activities protected by the First Amendment. Commercial activities are not considered First Amendment Activities under this Policy.

- b. "Commercial activities" include: (1) advertising that promotes the sale, lease or other financial benefit of a product, service, event or other property interest which does no more than propose a commercial transaction; (2) exhibiting, selling, or offering for sale, hire, lease, or let out in MTS Facilities any good, merchandise or service which does no more than propose a commercial transaction, and (3) conducting business activities in MTS Facilities for the personal financial gain of the individual or his or her employer where the "business activity" is not a protected First Amendment Activity.
- c. "MTS Facility" includes but is not limited to, MTS owned or controlled buses and trolley cars as well as Transit Centers and Trolley stations, train operators' cabs, bus operators' seats, closed off areas, mechanical or equipment rooms, employee-only areas, storage areas, interior rooms, tracks, roadbeds, tunnels, shops, barns, train or bus yards, garages, depots and areas marked as restricted or dangerous.

62.2. USE OF MTS FACILITIES

- a. No person may perform any act which interferes with or may tend to interfere with the safe and efficient operation and provision of transit service.
- b. No person shall engage in Commercial Activities while present at MTS Facilities pursuant to a First Amendment Activity Permit.
- c. Persons shall be permitted to participate in First Amendment Activities in "Designated Areas" of MTS Facility as described in Exhibit C upon issuance of a Permit by MTS as described in Exhibit A.
- d. Authorized First Amendment Activities conducted in the "Designated Areas" of MTS Facilities as described in Exhibit C shall only occur during the operating hours of transit routes and operations.

62.3 AREAS WHERE FIRST AMENDMENT ACTIVITIES ARE PROHIBITED

- a. All areas of MTS Facilities as described in Exhibit B where First Amendment Activities are prohibited shall constitute a non-public forum.
- b. The "paid fare zones" of MTS Facilities where access is available only to ticketed passengers, including the inside of a bus, inside of a trolley car and in the area for boarding, exiting or waiting for a trolley car shall be reserved for ticketed passengers and authorized MTS personnel only. These areas shall constitute a non-public forum and no First Amendment Activity is permitted.

- c. Any MTS Facility where First Amendment Activities may impede the free-flowing ingress and egress of passengers shall constitute a non-public forum and no First Amendment Activity is permitted.
- d. Any MTS Facility where public and passenger access is restricted shall constitute a non-public forum and no First Amendment Activity is permitted.
- e. This provision shall not apply to MTS authorized advertisements or Commercial Activity pursuant to a vendor agreement with MTS.

62.4 "DESIGNATED AREAS" WHERE FIRST AMENDMENT ACTIVITIES ARE PERMITTED

- a. The "Designated Areas" of MTS Facilities as described in Exhibit C shall allow for First Amendment Activities subject to a MTS issued Permit and MTS Board Policy No. 62.

This original Policy was adopted on 7/10/14.

Attachments: Exhibit A – Permit Application for First Amendment Activities

Exhibit B – MTS Facilities where First Amendment Activities are Prohibited

Exhibit C – "Designated Areas" of MTS Facilities where First Amendment Activities are Permitted

Exhibit A – MTS Board Policy No. 62

PERMIT APPLICATION FOR FIRST AMENDMENT ACTIVITIES

Permit Application Process: A Permit Application for First Amendment Activities (which is included at the end of Exhibit A) shall be submitted and received by MTS at least seven (7) calendar days, but no more than thirty (30) calendar days, prior to the date of the proposed activity. The Permit Application shall include:

- (1) Contact information of the individual or the representative organization;
- (2) The preferred MTS Facility to conduct the proposed activity;
- (3) The proposed activity;
- (4) The preferred days and time of the proposed activity;
- (5) The approximate number of persons who will participate in the activity; and
- (6) The proposed equipment to be used (i.e. tables/chairs).

No later than two (2) business days (Monday through Friday, 8:00am to 5:00pm, excluding MTS holidays) before a proposed activity for which a fully completed Permit Application has been filed, MTS shall issue or deny the Permit Application based on MTS Board Policy No. 62. Notice of denial of a Permit Application shall set forth the grounds for denial.

Availability of Permits: Issuance of a Permit shall occur on a first come, first serve basis without regard to renewal status. When MTS receives more applications for Permits than MTS is able to grant, MTS may impose such reasonable and equitable restrictions as to allowable times and days as may be required to provide fair opportunities for all applicants to conduct First Amendment Activities. Only one First Amendment Activity is allowed in the same physical space at the same time.

Permit Conditions: Permits to engage in First Amendment Activity shall be valid for a specific MTS Facility location, date and time period, not to exceed one (1) month. In issuing a Permit, MTS may impose reasonable time, place and manner conditions necessary in addition to those provided in MTS Board Policy No. 62 in order to prevent interference with MTS's transportation services. MTS will consider safety and security issues pertaining to the activity, including the availability of appropriate safety and security personnel, in determining the reasonable time, place and manner conditions that will be imposed on the Permit. Such conditions may include, but are not limited to:

- (1) Specification of the days, time and duration of First Amendment Activity;
- (2) Specification of the location of First Amendment Activity;
- (3) Limitations on the number of persons who may participate in the First Amendment Activity;
- (4) Limitations on a minor participating in First Amendment Activities without at least one adult supervising. A minor is defined as an individual less than 18 years of age other than a legally emancipated minor; and
- (5) Restrictions on the size or number of equipment, including, without limitation, tents, tables or chairs.

Use of Permit: Any person or group issued a Permit will be required to have it on their person or with their group when engaged in their First Amendment Activity. At the request of MTS personnel, any person or groups engaged in First Amendment Activities must produce a valid Permit for the date, time period and MTS Facility location of the First Amendment Activity.

Prohibited Activities: No person or group, while engaging in any First Amendment Activity for which a Permit has been issued, shall:

- (1) Interfere with the smooth flow of passengers through entrances or exits of MTS Facilities;
- (2) Interfere with the access onto or off of an escalator, stairway or elevator;
- (3) Interfere with access to or from ticket or automatic fare collection machines;
- (4) Interfere with any MTS authorized Commercial Activity or concession;
- (5) Interfere with MTS employees' performance of their responsibilities and duties;
- (6) Interfere with access to any fire safety system component, public telephone, information board, news vending machine, kiosk or building entrance;
- (7) Post or affix to MTS Facilities any signs, leaflets, posters, flyers, pamphlets, brochures, banners, structures, material or paraphernalia of any kind;
- (8) Use a sound amplification device including, but not limited to, any radio receiver, phonograph, television receiver, certain musical instruments, tape recorder, cassette player, compact disc player, speaker device or system, sound amplifier or any sound-producing device of similar nature that creates excessive noise causing a public safety concern or which emits noise interfering with transit operations. Sound amplification device does not include assistive hearing devices for persons who are hearing impaired;
- (9) Disturb the peace or disturb others by engaging in boisterous or unruly behavior;
- (10) Willfully block the free movement of another person;
- (11) Conduct aggressive panhandling which is the accosting of other persons in any MTS Facility for the solicitation of money, funds or alms. Accosting includes, but is not limited to, actions intended to cause fear of bodily harm or intimidation, intentional touching or blocking, and violent or threatening gestures or language. Aggressive panhandling is expressly prohibited in all MTS Facilities; or
- (12) Violate any MTS issued Permit, MTS Ordinance, MTS Board Policy or other applicable local, state and federal laws. Any violation of a MTS issued Permit, MTS Ordinance, MTS Board Policy or law may result in one or more of the following: revocation of the MTS Permit; removal from MTS property; citation; or arrest.

Permit Denial: MTS may deny a Permit Application on one or more of the following grounds:

- (1) The application is not timely, fully completed and executed;
- (2) The application or the person on whose behalf the application is made has on prior occasions damaged MTS's;
- (3) A fully executed prior Permit Application for the same time and place has been received, and a Permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular MTS Facility location;
- (4) The use or activity intended by the applicant would present a danger to the safety of the applicant, passengers using MTS services, MTS employees or the general public;
- (5) The use or activity intended by the applicant would interfere with the access of MTS passengers to a MTS Facility including interrupting the flow of passengers, diverting foot traffic, delaying passengers or otherwise disrupt or create an obstruction of the orderly functioning of MTS's transportation services;
- (6) The applicant or the person on whose behalf the application is made has on prior occasions made material misrepresentations regarding the nature or scope of an event or activity

previously permitted or has violated the terms of prior Permits issued to or on behalf of the applicant; or

(7) The use or activity intended by the applicant is not a protected First Amendment Activity.

Appeal Following a Permit Denial: An applicant may submit a written appeal within 10 days of a denial to the Chief Executive Officer setting forth the reasons why the Permit Application should be granted.

No Endorsement: Issuance of a Permit by MTS does not constitute an endorsement by MTS of the message conveyed or of the sponsor of the message.

Clean Up Required: Any person or group whom is allowed to engage in First Amendment Activities authorized under the terms of MTS Board Policy No. 62 shall be responsible for removal of all written materials and other property and clean-up of the areas where the activity was conducted. No such materials or property shall be left behind or stored at MTS facilities.

Responsibility for Damage or Injury: Any person or group who is allowed to engage in First Amendment Activity authorized under the terms of MTS Board Policy No. 62 shall be responsible for any damage or injury arising out of that activity.

Activity at own risk: Any person or group who is allowed to engage in First Amendment Activity authorized under the terms of MTS Board Policy No. 62 shall do so at his or her own risk. MTS does not guarantee additional security, safety or privileges by issuing a Permit.

Temporary closure: Notwithstanding MTS Board Policy No. 62, MTS shall have the authority to temporarily close access to areas otherwise open to First Amendment Activity as deemed necessary, such as during construction, special events, sporting events, or in response to a threat to safety and security.

Public Outreach: Notwithstanding MTS Board Policy No. 62, all necessary MTS public outreach activities including, but not limited to, publication of information regarding stop closures, detours or customer surveys, has priority over all Permit Applications for First Amendment Activities.

No Assignment: The Permit issued under MTS Board Policy No. 62 shall not be assigned or transferred and any attempt to do so shall be void.

Severability: If any provision of MTS Board Policy No. 62 is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

PERMIT APPLICATION TO ENGAGE IN FIRST AMENDMENT ACTIVITY

Permit Application shall be submitted and received by MTS at least seven (7) calendar days, but not more than thirty (30) calendar days, prior to the date of the proposed activity. Submit Permit Application to:

San Diego Metropolitan Transit System (MTS)

Attn: Legal Department

1255 Imperial Avenue, #1000

San Diego, CA 92101

Telephone: (619) 557-4512

karen.landiers@sdmts.com

Office Hours: 8:00am – 5pm, Monday through Friday (excluding holidays)

First Amendment Activity is allowed only in "Designated Areas", with an MTS issued Permit and subject to reasonable time, place and manner restrictions described further in MTS Board Policy No. 62.

1. Name (Individual or Representative Organization): _____

2. Address: _____
(Street)

(City) (State) (Zip Code)

3. Telephone / Email _____

4. Preferred MTS Facility location: _____ 2nd choice: _____

5. Preferred date(s) & time(s) of proposed activity: _____ 2nd
choice: _____

6. Proposed activity: _____

7. Approximate number of persons who will participate in the activity: _____

8. Proposed equipment to be used (i.e. tables/chairs): _____

9. The undersigned acknowledges receipt of the terms of MTS Board Policy No. 62 pertaining to use of MTS Facilities for First Amendment Activities and has read and agrees to its terms.

Signature

Date

Exhibit B of MTS Board Policy No. 62

MTS FACILITIES WHERE FIRST AMENDMENT ACTIVITIES ARE PROHIBITED

The following MTS Facilities shall constitute non-public forums where First Amendment Activities are prohibited:

- 1) "Paid Fair Zone Areas" of MTS Facilities reserved for ticketed passengers only;
 - a. Inside all MTS Buses and Trolley Cars
 - b. Downtown Line Stations
 - i. Santa Fe Depot
 - ii. America Plaza
 - iii. Civic Center
 - iv. Fifth Avenue
 - v. City College
 - vi. Park & Market
 - vii. Gaslamp Quarter
 - viii. Convention Center
 - ix. Seaport Village
 - c. Green Line Stations
 - i. County Center / Little Italy
 - ii. Middletown
 - iii. Washington Street
 - iv. Morena/Linda Vista
 - v. Hazard Center
 - vi. Mission Valley Center
 - vii. Rio Vista
 - viii. Fenton Parkway
 - ix. Qualcomm Stadium
 - x. Mission San Diego
 - xi. SDSU
 - xii. Arnele Avenue
 - xiii. Gillespie Field
 - xiv. Santee
 - d. Green / Orange Line Station
 - i. Amaya Drive
 - e. Orange Line Stations
 - i. 25th & Commercial
 - ii. 32nd & Commercial
 - iii. Encanto/62nd Street
 - iv. Lemon Grove Depot
 - v. La Mesa Blvd.
 - f. Blue Line Stations
 - i. Barrio Logan
 - ii. Harborside
 - iii. Pacific Fleet
 - iv. 8th Street

- v. 24th Street
 - vi. E Street
 - vii. H Street
 - viii. Palomar Street
 - ix. Iris Avenue
 - x. San Ysidro
- 2) Areas that First Amendment Activities may impede the free flowing ingress and egress of passengers; and
 - 3) Areas where public and passenger access is prohibited.

Exhibit C of MTS Board Policy No. 62

“DESIGNATED AREAS” OF MTS FACILITIES WHERE FIRST AMENDMENT ACTIVITIES ARE PERMITTED

Within the following locations below, there are specific “Designated Areas” where First Amendment Activities may take place. First Amendment Activities may only be conducted within the “Designated Area” and cannot be conducted outside of the “Designated Area”. The below “Designated Areas” do not include any “Paid Fare Zone” reserved for ticketed passengers as described in Exhibit B; any area where First Amendment Activities may impede the free flowing ingress and egress of passengers; and any area where public access is restricted. MTS will make available aerial and close up site photos identifying the specific “Designated Areas” located within the following stations:

- 1) Green/Orange Line Stations
 - a. El Cajon
 - b. Grossmont
- 2) Green Line Stations
 - a. 70th Street
 - b. Alvarado Medical Center
 - c. Grantville
 - d. Fashion Valley
 - e. Old Town
- 3) Orange Line Stations
 - a. Spring Street
 - b. Massachusetts Avenue
 - c. Euclid Avenue
 - d. 47th Street
- 4) Green/Orange/Blue Line Stations
 - a. 12th & Imperial
- 5) Blue Line Stations
 - a. Palm Avenue *(station will no longer be available as a Designated Area when remodeling of station begins; estimated construction start date is August, 2014)*
 - b. Beyer Boulevard *(station will no longer be available as a Designated Area when remodeling of station begins; estimated construction start date is November, 2014)*
- 6) I-15 Corridor
 - a. Del Lago
 - b. Rancho Bernardo
 - c. Sabre Springs / Rancho Penasquitos



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DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

9:00 a.m.

James R. Mills Building
Board Meeting Room, 10th Floor
1255 Imperial Avenue, San Diego

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least two working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board/Assistant Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - June 19, 2014
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Approve

Please SILENCE electronics
during the meeting

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • www.sdmts.com

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



CONSENT ITEMS

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 6. | <u>Investment Report - May 2014</u>
Action would receive a report for information. | Information |
| 7. | <u>Increased Authorization for Legal Service Contracts to Pay Projected Expenses in Fiscal Year 2015</u>
Action would: (1) approve increasing the dollar amount of 13 legal services contracts to cover for fiscal year 2015 expenses; and (2) ratify 2 legal services contract amendments with approved firms. | Approve |
| 8. | <u>Calnet Telecommunications Amendment</u>
Action would: (1) authorize funding of up to \$600,000.00 for MTS telecommunications services during the transition period between the State of California's CALNET II and CALNET III telecommunications contract; and (2) authorize up to \$4,031,000.00 for MTS telecommunications services using the State of California's CALNET III telecommunications contract from July 1, 2015 through June 30, 2020. | Approve |
| 9. | <u>MTS LRV Accident and Vandalism Body Repair Services - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1193.0-14 with Carlos Guzman, Inc. (CGI) for the provision of LRV accident and vandalism body repair services for a five-year period. | Approve |
| 10. | <u>Wireless Infrastructure Project - Purchase Order</u>
Action would authorize the Chief Executive Officer (CEO) to issue a purchase order to AT&T DataComm, Inc. (AT&T), for the provision of equipment and professional installation services for MTS's Wireless Infrastructure Project. | Approve |
| 11. | <u>Cisco Core and Intermediate Distribution Frame Network Equipment Five Year Maintenance Renewal</u>
Action would authorize the Chief Executive Officer (CEO) to purchase Cisco SMARTNET maintenance through AT&T Datacomm, Inc. (AT&T), and Key Government Finance, Inc. (KEY), for renewal of the maintenance services agreement for MTS's Cisco network equipment. The services will be for five years beginning on July 25, 2014 and ending on July 24, 2019. | Approve |
| 12. | <u>Leased Bus Tires and Services - Contract Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. No. B0530.0-10 with The Goodyear Tire and Rubber Company (Goodyear) to accommodate additional staffing and unforeseen additional expenditures associated with the recently implemented service level increase and the contract run-out period anticipated at the end of the current agreement. | Approve |
| 13. | <u>MTS Task Order Contract for Green Line Communication System Upgrades Design - Phase 2</u>
Action would authorize the Chief Executive Officer (CEO) to execute Task Order Contract (TOC) MTS Doc. No. G1493.0-13, Work Order 13-05.1 with Kimley-Horn & Associates Inc. (Kimley-Horn) to perform Design Engineering for the Green Line Communication System Upgrades Project - Phase 2. | Approve |

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 14. | <u>Parking Lot Sweeping Services - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to: (1) execute MTS Doc. No. L1197.0-14 with San Diego Sweeping Services for the provision of parking lot sweeping services for a three (3) year base period and two (2) one-year optional terms exercisable at MTS's sole determination; and (2) exercise each option year at the CEO's discretion. | Approve |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

CLOSED SESSION

- | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 24. | CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6
Agency: San Diego Transit Corp. & San Diego Trolley, Inc.
Agency-Designated Representative: Jeff Stumbo
Employee Organization: Amalgamated Transit Union, Local 1309 (Representing Bus Operators and Clerical Employees at SDTC)
Employee Organization: International Brotherhood of Electrical Workers, Local 465 (Representing SDTI Flaggers) | Possible
Action |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

- | | |
|-----|-------|
| 25. | None. |
|-----|-------|

DISCUSSION ITEMS

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 30. | <u>ERP Application Selection (Fred LaCroix)</u>
Action would authorize the Chief Executive Office to execute MTS Doc. No. G1680.0-14 with SAP America, Inc. for the provision of software, training services, and ten years of software support services for the Enterprise Resource Planning (ERP) / Transit Asset Management (TAM) Project. | Approve |
| 31. | <u>An Ordinance Amending Ordinance No. 5, An Ordinance Relating to the Enforcement Authorities of Code Compliance Inspectors, Assistant Code Compliance Supervisors, the Code Compliance Inspection Supervisor, and Taxicab Inspectors I & II and an Ordinance Amending Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the Adoption of a Uniform Paratransit Ordinance (Sharon Cooney)</u> | Adopt |

REPORT ITEMS

- | | | |
|-----|---------------------------------------------------------------------|-------------|
| 45. | <u>Youth Pilot Program (Sharon Cooney)</u> | Information |
| 46. | <u>Status of Pacific Imperial Railroad Contract (Karen Landers)</u> | Information |
| 60. | <u>Chairman's Report</u> | Information |
| 61. | <u>Audit Oversight Committee Chairman's Report</u> | Information |
| 62. | <u>Chief Executive Officer's Report</u> | Information |
| 63. | <u>Board Member Communications</u> | |

64. Additional Public Comments Not on the Agenda
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.
65. Next Meeting Date: August 14, 2014
66. Adjournment



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San Diego, CA 92101-7490
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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

JULY 17, 2014

SUBJECT:

INVESTMENT REPORT – MAY 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

RECOMMENDATION:

That the Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of MTS investments as of May 31, 2014. The combined total of all investments has increased from \$187.2 million to \$192.1 million in the current month. This \$4.9 million increase is attributable to \$5.1 million in STA revenue, \$2.8 million in FTA revenue, expenditures of \$3.1 million for acquisition of capital assets, as well as normal timing differences in other payments and receipts.

The first column provides details about investments restricted for capital improvement projects and debt service, which are related to the 1995 lease and leaseback transactions. The funds restricted for debt service are structured investments with fixed returns that will not vary with market fluctuations if held to maturity. These investments are held in trust and will not be liquidated in advance of the scheduled maturities.

The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.


Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Investment Report for May 2014



**San Diego Metropolitan Transit System
Investment Report
May 31, 2014**

	<u>Restricted</u>	<u>Unrestricted</u>	<u>Total</u>	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	27,695,117	27,695,117	0.00%
Total Cash and Cash Equivalents	-	27,695,117	27,695,117	
Cash - Restricted for Capital Support				
US Bank - retention trust account	8,669,382	-	8,669,382	N/A *
San Diego County Investment Pool Proposition 1B TSGP grant funds	3,971,885	468,371	4,440,256	
Total Cash - Restricted for Capital Support	12,641,267	468,371	13,109,638	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	18,474,806	14,741,464	33,216,270	0.228%
Total Investments - Working Capital	18,474,806	14,741,464	33,216,270	
Investments - Restricted for Debt Service				
US Bank - Treasury Strips - market value (Par value \$39,474,000)	39,413,888	-	39,413,888	
Rabobank - Payment Undertaking Agreement	78,692,891	-	78,692,891	7.69%
Total Investments Restricted for Debt Service	118,106,779	-	118,106,779	
Total cash and investments	<u>\$ 149,222,852</u>	<u>\$ 42,904,952</u>	<u>\$ 192,127,804</u>	

N/A* - Per trust agreements, interest earned on retention account is allocated to trust beneficiary (contractor)



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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7/10/14**

SUBJECT:

INCREASED AUTHORIZATION FOR LEGAL SERVICE CONTRACTS TO PAY
PROJECTED EXPENSES IN FISCAL YEAR 2015

RECOMMENDATION:

That the Board of Directors:

- 1) Approve increasing the dollar amount of 13 legal services contracts to cover fiscal year 2015 expenses; and
- 2) Ratify two legal services contract amendments with approved firms.

Budget Impact

Sufficient funding has been programmed to pay these expenses in the current operating and capital budgets. The departments from which these expenses are drawn include: Risk & Claims, Real Estate, General Counsel, and Human Resources with the exception of Duane Morris legal firm, which is drawn from the San Diego Transit Corporation (SDTC) Employee Retirement Plan.

DISCUSSION:

Pursuant to Board Policy No. 52 (Procurement of Goods and Services), the CEO may enter into contracts with service providers for up to \$100,000. The Board must approve all agreements in excess of \$100,000.

On December 8, 2011, the Board established a panel of qualified law firms to assist the Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI) and SDTC with various legal matters on an as-needed basis. Thereafter, MTS began contracting with eighteen of the approved firms for designated amounts. The firms provide different specialties of law, such as tort liability, workers' compensation, employment practices, real estate, environmental, etc. Thirteen of these firms will require contract increases to



pay current and anticipated legal expenses in fiscal year 2015. Rather than coming to the Board individually with each firm when the contract allowance runs low, staff now requests Board approval on an annual basis at the start of each fiscal year.

The contract increases are based upon each firm's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to these firms in the current fiscal year. The following table includes the contracts needing Board approval to increase the dollar amount for legal services contracts for fiscal year 2015:

#	Firm Name	Contract/ Amendment No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount	Attachment
1	Best Best & Krieger	G1422.2-12	\$310,000	\$90,000	\$400,000	A
2	David C. Skyer, APC	G1423.3-12	\$440,000	\$170,000	\$610,000	B
3	Liebman, Quigley, Sheppard and Soulema APLC	G1425.3-12	\$195,000	\$70,000	\$265,000	C
4	Mark H. Barber (Law Offices of)	G1426.3-12	\$285,000	\$90,000	\$375,000	D
5	Michael E. Ripley	G1428.3-12	\$320,000	\$110,000	\$430,000	E
6	Paul, Plevin, Sullivan & Connaughton, LLP	G1430.4-12	\$430,000*	\$150,000	\$580,000	F
7	Ryan Carvalho & White, LLP	G1432.4-12	\$360,000	\$100,000	\$460,000	G
8	Trovillion, Inveiss & Demakis, APC	G1433.4-12	\$225,000	\$80,000	\$305,000	H
9	Wheatley Bingham & Baker, LLP	G1434.3-12	\$790,000	\$420,000	\$1,210,000	I
10	Laughlin, Falbo, Levy & Moresi, LLP	G1455.3-12	\$130,000*	\$90,000	\$220,000	J
11	Liedle, Lounsbery, Larson & Lidl, LLP	G1490.2-13	\$150,000	\$110,000	\$260,000	K
12	Manning & Kass, Ellrod, Ramirez, Trester, LLP	G1491.2-13	\$85,000	\$30,000	\$115,000	L
13	Duane Morris	G1716.1-14	\$50,000	\$25,000	\$75,000	M
Totals			\$3,770,000	\$1,535,000	\$5,305,000	

* Reflects the total contract value, including FY15 increases described in the chart below.

Today's action would also ratify increases to two legal services contracts authorized by the CEO in fiscal year 2014. The following table includes the two legal services contracts needing Board ratification for current and future legal expenses through fiscal year 2015.

#	Firm Name	Contract/ Amendment No.	Original Contract Amount	Amended Amount	Current Contract Amount	Attachment
1	Paul, Plevin, Sullivan & Connaughton, LLP	G1430.3-12	\$370,000	\$60,000	\$430,000	F-1
2	Laughlin, Falbo, Levy & Moresi, LLP	G1455.2-13	\$110,000	\$20,000	\$130,000	J-1

CONCLUSION:

Staff is requesting that the Board of Directors: (1) approve increasing the dollar amount of 13 legal services contracts; and (2) ratify two legal services contracts with approved firms for current and future legal expenses through fiscal year 2015.


Paul C. Jablonski
Chief Executive Officer

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

Attachment A:	Draft MTS Doc. No. G1422.2-12
Attachment B:	Draft MTS Doc. No. G1423.3-12
Attachment C:	Draft MTS Doc. No. G1425.3-12
Attachment D:	Draft MTS Doc. No. G1426.3-12
Attachment E:	Draft MTS Doc. No. G1428.3-12
Attachment F:	Draft MTS Doc. No. G1430.4-12
Attachment F-1:	MTS Doc. No. G1430.3-12
Attachment G:	Draft MTS Doc. No. G1432.4-12
Attachment H:	Draft MTS Doc. No. G1433.4-12
Attachment I:	Draft MTS Doc. No. G1434.3-12
Attachment J:	Draft MTS Doc. No. G1455.3-12
Attachment J-1:	MTS Doc. No. G1455.2-12
Attachment K:	Draft MTS Doc. No. G1490.2-13
Attachment L:	Draft MTS Doc. No. G1491.2-13
Attachment M:	Draft MTS Doc. No. G1716.1-14

DRAFT

July xx, 2014

MTS Doc. No. G1422.2-12
LEG 491 (PC 50633)

Best Best & Krieger, LLP
Mr. Bruce W. Beach
Equity Partner
655 West Broadway, 15th Floor
San Diego, CA 92101

Dear Mr. Beach:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1422.0-12; LEGAL SERVICES – ALL AREAS
OF MTS OPERATION

This shall serve as Amendment No. 2 to our agreement for the legal services as further described below.

SCOPE

Continue to provide general legal advice and services for all areas of MTS operation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1422.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$90,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$400,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Bruce W. Beach
Best Best & Krieger, LLP

JULY2014.G1422.2-12.BBK.doc

Date: _____

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1423.3-12
LEG 491 (PC 50633)

David C. Skyer, APC
Mr. David C. Skyer
Attorney
401 West A Street, Suite 1740
San Diego, CA 92101-7994

Dear Mr. Skyer:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1423.0-12; LEGAL SERVICES – GENERAL
AND TORT LIABILITY

This shall serve as Amendment No. 3 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to represent and defend MTS, SDTC, and SDTI in tort liability matters in accordance with the terms and conditions as stated on MTS Doc No. G1423.0-12.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$170,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$610,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

David C. Skyer, Attorney
David C. Skyer, APC

JULY2014.G1423.3-12.DAVIDSKYER.LEGAL.doc

Date: _____

Cc: S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1425.3-12
LEG 491 (PC 50633)

Liebman, Quigley, Sheppard & Soulema, APLC
Mr. James J. Rij
Managing Partner
501 West Broadway, Suite 1870
San Diego, CA 92101-3542

Dear Mr. Rij:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1425.0-12; LEGAL SERVICES – GENERAL
TORT LIABILITY, AND CIVIL RIGHTS

This shall serve as Amendment No. 3 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to represent and defend MTS, SDTC, and SDTI in tort liability matters in accordance with the terms and conditions as stated on MTS Doc No. G1425.0-12.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$70,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$265,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

James R. Rij, Managing Partner
Liebman, Quigley, Sheppard & Soulema, APLC

JULY2014.G1425.3-12.LQSS.LEGAL.doc

Date: _____

Cc: S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1426.3-12
LEG 491 (PC 50633)

Law Offices of Mark H. Barber
Mr. Mark H. Barber
Managing Attorney/Owner
2727 Camino del Rio South, Suite 220
San Diego, CA 92108

Dear Mr. Barber:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1426.0-12; LEGAL SERVICES – WORKER'S
COMPENSATION

This shall serve as Amendment No. 3 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – worker's compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1426.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$90,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$375,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Mark H. Barber
Law Offices of Mark H. Barber

JULY2014.G1426.3-12.MARK H. BARBER.doc

Date: _____

Cc: K. Landers, S. Lockwood, A. Liebengood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1428.3-12
LEG 491 (PC 50633)

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

Dear Mr. Ripley:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1428.0-12; LEGAL SERVICES – GENERAL
AND TORT LIABILITY

This shall serve as Amendment No. 3 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to represent and defend MTS, SDTC, and SDTI in tort liability matters in accordance with the terms and conditions as stated on MTS Doc No. G1428.0-12.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$110,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$430,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Michael E. Ripley, Attorney/Proprietor
Michael E. Ripley

JULY2014.G1428.3-12.M.RIPLEY.LEGAL.doc

Date: _____

Cc: S. Lockwood, K. Landers, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1430.4-12
LEG 491 (PC 50633)

Paul, Plevin, Sullivan, and Connaughton, LLP
Mr. J. Rod Betts
Partner
101 W. Broadway, 9th Floor
San Diego, CA 921081

Dear Mr. Betts:

Subject: AMENDMENT NO. 4 TO MTS DOC. NO. G1430.0-12; LEGAL SERVICES – LABOR AND
EMPLOYMENT, ADA, CIVIL RIGHTS AND PUBLIC ENTITY

This shall serve as Amendment No. 4 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – labor and employment, ADA, civil rights and public entity law in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1430.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$150,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$580,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

J. Rod Betts
Paul, Plevin, Sullivan and Connaughton, LLP

JULY2014.G1430.4-12.PAULPLEVIN.doc

Date: _____

Cc: K. Landers, J. Stumbo, S. Lockwood, B. Shannon, A. Crowhurst, C. Aquino, Procurement File



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San Diego, CA 92101-7490
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ORIGINAL

May 5, 2014

MTS Doc. No. G1430.3-12
LEG 491 (PC 50633)

Paul, Plevin, Sullivan, and Connaughton, LLP
Mr. J. Rod Betts
Partner
101 W. Broadway, 9th Floor
San Diego, CA 921081

Dear Mr. Betts:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1430.0-12; LEGAL SERVICES – LABOR AND
EMPLOYMENT, ADA, CIVIL RIGHTS AND PUBLIC ENTITY

This shall serve as Amendment No. 3 to our agreement for the legal services as further described
below.

SCOPE

Continue to provide legal services – labor and employment, ADA, civil rights and public entity law in
accordance with the terms and conditions of the original agreement, MTS Doc. No. G1430.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$60,000 for legal services. The
total value of this contract including this amendment shall be in the amount of \$430,000. This amount
shall not be exceeded without written approval from MTS.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul G. Jablonski', is written over a horizontal line.

Paul G. Jablonski
Chief Executive Officer

LMARQUIS-CL
CL-G1430.3-12.PPSCLLP.CAQUINO.050514

Agreed:

A handwritten signature in black ink, appearing to read 'J. Rod Betts', is written over a horizontal line.

J. Rod Betts
Paul, Plevin, Sullivan and Connaughton, LLP

Date: 5/13/14

Cc: K. Landers, J. Stumbo, S. Lockwood, B. Shannon, A. Crowhurst, C. Aquino, Procurement File

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(nonprofit public benefit corporations), and San Diego Village Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities.
MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



DRAFT

July xx, 2013

MTS Doc. No. G1432.2-12
LEG 491 (PC 50633)

Ryan Mercaldo LLP
Mr. Norman Ryan
Attorney
3636 Nobel Dr., Suite 200
San Diego, CA 92122-1063

Dear Mr. Ryan:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1432.0-12; LEGAL SERVICES – GENERAL
LIABILITY, LABOR EMPLOYMENT, CONSTRUCTION AND INSURANCE LAW

This shall serve as Amendment No. 2 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to provide legal services – general liability, labor and employment law, construction and insurance law in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1432.0-12.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$180,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$360,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Norman Ryan, Attorney
Ryan Mercaldo LLP

JULY2013.G1432.2-12.RYANMERCALDO.LEGAL.doc

Date: _____

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1433.4-12
LEG 490 (PC 50633)

Trovillion, Inveiss and Demakis, APC
Ms. Nicole Demakis
Partner
1010 Second Ave., Suite 1600
San Diego, CA 92101

Dear Ms. Demakis:

Subject: AMENDMENT NO. 4 TO MTS DOC. NO. G1433.0-12; LEGAL SERVICES – WORKER’S
COMPENSATION

This shall serve as Amendment No. 4 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – worker’s compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1433.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$80,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$305,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Nicole Demakis
Trovillion, Inveiss and Demakis, APC

JULY2014.G1433.4-12.TROVILLIONINVEISSDEMAKIS.doc

Date: _____

Cc: K. Landers, S. Lockwood, A. Liebengood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1434.3-12
LEG 491 (PC 50633)

Wheatley Bingham & Baker, LLP
Mr. Roger P. Bingham
Partner
1201 Camino Del Mar, Suite 201
Del Mar, CA 92014

Dear Mr. Bingham:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1434.0-12; LEGAL SERVICES – GENERAL & TORT LIABILITY

This shall serve as Amendment No. 3 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – general & tort liability in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1434.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$420,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$1,210,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Roger P. Bingham
Wheatley Bingham & Baker, LLP

JULY2014.G1434.3-12.WBB.doc

Date: _____

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1455.3-12
LEG 491 (PC 50633)

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

Dear Ms. Kuperman:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1455.0-12; LEGAL SERVICES – WORKER'S
COMPENSATION

This shall serve as Amendment No. 3 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – worker's compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1455.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$90,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$220,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Marijo Kuperman
Laughlin, Falbo, Levy & Moresi LLP

JULY2014.G1455.3-12.LFLM.doc

Date: _____

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File



Att. J-1, AI 7, 7/17/14

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

ORIGINAL

May 7, 2014

MTS Doc. No. G1455.2-12
LEG 491 (PC 50633)

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

Dear Ms. Kuperman:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1455.0-12; LEGAL SERVICES – WORKER'S
COMPENSATION

This shall serve as Amendment No. 2 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – worker's compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1455.0-12.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$20,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$130,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Paul C. Jablonski
Chief Executive Officer

LMARQUIS-CL
CL-G1455.2-12.LAUFALLEVMOR.CAQUINO.050714

Agreed

Marijo Kuperman
Laughlin, Falbo, Levy & Moresi LLP

Date:

5/19/2014

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File



DRAFT

July xx, 2014

MTS Doc. No. G1490.2-13
LEG 491 (PC 50633)

Liedle, Lounsbery, Larson & Lidl, LLP
Mr. Matthew J. Liedle
Managing Partner
12520 High Bluff Dr., Suite 200
San Diego, CA 92130

Dear Mr. Liedle:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1490.0-13; LEGAL SERVICES – GENERAL LIABILITY, LABOR AND EMPLOYMENT LAW, CONSTRUCTION CONTRACTS AND CLAIMS, AMERICANS WITH DISABILITIES ACT (ADA), AND CIVIL RIGHTS

This shall serve as Amendment No. 2 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – general liability, labor and employment law, construction contracts and claims, Americans with Disabilities Act (ADA), and civil rights in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1490.0-13.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$110,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$260,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Matthew J. Liedle, Managing Partner
Liedle, Lounsbery, Larson & Lidl, LLP

JULY2014.G1490.2-13.LLLL.doc

Date: _____

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1491.2-13
LEG 491 (PC 50633)

Manning & Kass, Ellrod, Ramirez, Trester, LLP
Ms. Marguerite Lieu Jonak
Partner
550 West C Street, Suite 900
San Diego, CA 92101

Dear Ms. Jonak:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1491.0-13; LEGAL SERVICES – GENERAL LIABILITY, WORKER’S COMPENSATION, LABOR AND EMPLOYMENT LAW, CONSTRUCTION CONTRACTS AND CLAIMS, AMERICANS WITH DISABILITIES ACT (ADA), CIVIL RIGHTS, CRIMINAL LAW, AND REAL ESTATE

This shall serve as Amendment No. 2 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – general liability, worker’s compensation, labor and employment law, construction contracts and claims, Americans with Disabilities Act (ADA), civil rights, criminal law, and real estate in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1491.0-13.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$30,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$115,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Marguerite Lieu Jonak
Manning & Kass, Ellrod, Ramirez, Trester, LLP

JULY2014.G1491.2-13.MANNING&KASS.doc

Date: _____

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July xx, 2014

MTS Doc. No. G1716.1-14
LEG 491 (PC 50633)

Duane Morris, LLP
Ms. Lisa Merrill
Attorney
750 B Street, Suite 2900
San Diego, CA 92101

Dear Ms. Merrill:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G1716.0-14; LEGAL SERVICES – “OTHER”
(FINANCE LAW RELATED TO THE SDTC PENSION PLAN)

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to provide legal services – “other” (finance law related to the SDTC Pension Plan) in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1716.0-14.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$25,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$75,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Lisa Merrill, Attorney
Duane Morris, LLP

JULY2014.G1716.1-14.DUANEMORRIS.LEGAL.doc

Date: _____

Cc: L. Marinesi, J. Sansone, K. Landers, S. Lockwood, C. Aquino, Procurement File



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

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT: CALNET TELECOMMUNICATIONS AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to

1. Authorize funding of up to \$600,000.00 for MTS telecommunications services during the transition period between the State of California's CALNET II and CALNET III telecommunications contract; and
2. Authorize up to \$4,031,000.00 for MTS telecommunications services using the State of California's CALNET III telecommunications contract from July 1, 2015 through June 30, 2020.

Budget Impact

The total amount of the purchase order is \$4,631,000 and is funded for fiscal years 2015 through 2020 under the MTS annual operating budget 902-55510.

DISCUSSION:

CALNET is a competitively procured telecommunications services agreement awarded by the State of California and is available for all State and local government agencies to use when they are in need of such telecommunication services including, but not limited to, long distance services, toll free services, network audio and web conferencing services, central office exchange services, data transmission services, business access lines, and multi-protocol label switching. By participating in CALNET, agencies receive substantial discounts on telecommunication services, and MTS has participated in this master services agreement since 2009. In January 2014, CALNET II expired and the



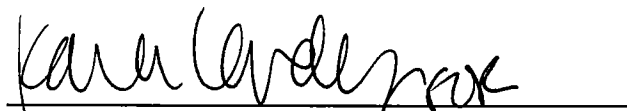
transitional period to CALNET III began. This 18-month transitional period will allow the State of California to finalize the services that will be available on CALNET III.

Budget was previously approved by the MTS Board of Directors (\$556,725) and additional spending was included under the CEO's authority (\$96,000) and has provided funding through May 2014. Staff requests the Board of Directors to authorize funding of up to \$600,000.00 for MTS telecommunications services during the transition period between the State of California's CALNET II and CALNET III telecommunications contract. This will provide coverage for fiscal year 2015.

The Federal Transit Administration (FTA), through its Circular 4220.1F, Page V-2, Section 4 encourages its grantees to enter into state and intergovernmental agreements for the purchase of goods and services.

CALNET III will be fully operational by June 2015 and the transition to CALNET III is underway. Staff projections for fiscal year 2016 through 2020 include 10% increases in service utilization due to facility and service level expansion.

Fiscal Year	CALNET II Transition	CALNET III
2015	\$ 600,000	\$ -
2016	-	660,000
2017	-	726,000
2018	-	799,000
2019	-	879,000
2020	-	967,000
	<u>\$ 600,000</u>	<u>\$ 4,031,000</u>



Paul C. Jablonski
Chief Executive Officer

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



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

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT:

MTS LRV ACCIDENT AND VANDALISM BODY REPAIR SERVICES - CONTRACT
AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1193.0-14 (in substantially the same format as Attachment A) with Carlos Guzman, Inc. (CGI) for the provision of LRV accident and vandalism body repair services for a five-year period.

Budget Impact

The value of this agreement will not exceed \$7,790,322.00. Funding will be from the SDTI operating budget accounts 355-53510 and 355-53610 for each respective fiscal year. The forecast of annual expenses are as follows:

Fiscal Year 2015	= \$1,738,800.00
Fiscal Year 2016	= \$1,561,140.00
Fiscal Year 2017	= \$1,500,282.00
Fiscal Year 2018	= \$1,458,600.00
Fiscal Year 2019	= \$1,531,500.00
Grand Total	= \$7,790,322.00

DISCUSSION:

MTS Policy No. 52 governing the procurement of goods and services requires a formal competitive process for procurements exceeding \$100,000.

A Request for Proposals (RFP) was issued on May 8, 2014. Four (4) responsive and responsible proposals were received from Complete Coach Works, Carlos Guzman,



Inc., Lakeside Paint and Body, and Roman's Truck Body & Paint by the due date of June 6, 2014.

An evaluation committee consisting of MTS staff evaluated the proposals on the following published criteria:


Qualifications of the Firm or Individual	= 30 Possible Points
Staffing, Organization and Management Plan	= 20 Possible Points
Work Plan	= 25 Possible Points
Cost and Price	= 25 Possible Points
TOTAL	= 100 Points

The results were as follows:

Complete Coach Works	=	72.17 points
Carlos Guzman Inc	=	87.69 points
Lakeside Paint and Body	=	53.96 points
Roman's Truck Body & Paint	=	71.00 points

After considering the technical requirements of the RFP and reviewing the price proposals, the evaluation team determined that CGI's offer presented the best value to MTS. Staff then requested a best and final offer to which Guzman responded with a \$79,443.00 downward adjustment in its final price offer. This reduced the proposed total price from the original \$7,869,765.00 to a revised \$7,790,322.00, bringing it to 6.75% below the independent cost estimate.

This contract shall be on a fixed hourly rate based on documented historical experience and is comparable to current and past agreements. Actual expenses may fluctuate depending upon the volume of repairs from vandalism and accidents. In previous years MTS has experienced periods of higher than anticipated need for repairs due to increased rates of vandalism and more extensive damages to the trolleys from accidents. This accelerated the available spend capacity in the previous contract making it necessary for staff to seek approval for additional expense authority. Staff will closely monitor vandalism and accident rates during this contract's performance period. As needed, staff may request the Board for additional expense authority to ensure the agency is able to adequately respond to potential increases in repair needs.


Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Standard Services Agreement; Contract L1193.0-14
B. Cost Summary
C. Cost and Pricing Forms

ATTACHMENT A

DRAFT

**STANDARD SERVICES AGREEMENT
FOR
LRV ACCIDENT & VANDALISM BODY REPAIR SERVICES**

<u>L1193.0-14</u> CONTRACT NUMBER
<u>OPS 970.2</u> FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2014, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Carlos Guzman Inc. Address: 1619 Creston Street
 Form of Business: Corporation Signal Hill, CA, 90755
 (Corporation, Partnership, Sole Proprietor, etc.)
 Telephone: 562 427-8497

Authorized person to sign contracts: John D. Guzman Vice President
 Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish MTS services and materials, as follows:

Provide Labor and all equipment necessary for accident and vandalism body repair services for the Siemens model SD-100 and S70 Light Rail Vehicles, as specified in the Technical Specifications (attached as Exhibit A), the Bid Summary (attached as Exhibit B), and the Standard Conditions Services (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The total amount of this contract shall not exceed \$7,790,322.00.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Paul C. Jablonski, Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$ 7,790,322.00</u>	<u>355-53510 / 53610</u>	<u>FY 2015 - 2019</u>

By: _____
Chief Financial Officer

(_____ total pages, each bearing contract number)

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

**LRV ACCIDENT & VANDALISM BODY REPAIR SERVICES
MTS DOC. NO. L1193.0-14**

COST SUMMARY

FIRM	COST
<i>Carlos Guzman Inc.</i>	\$ 7,790,322.00
Complete Coach Works	\$ 8,981,302.50
Romans Truck Body & Paint	\$ 5,569,800.00
Lakeside Paint & Body	\$ 8,836,650.00

REVISED COST AND PRICING FORMS

Proposer shall submit pricing to provide the services for all the work described in the Scope of Service, and in accordance with the instructions outlined in the Cost and Price Proposal in Section In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each year of service and provide.

RFP TITLE AND MTS DOC. NO.: LRV Accident & Vandalism – MTS Doc. No. L1193.0-14
PROPOSAL DUE DATE/TIME: June 18, 2014, 4:00 p.m., Prevailing Local time

YEAR ONE (1) – August 1, 2014 – July 31, 2015

#	DESCRIPTION	EST. QUANTITY	UNIT ISSUE	UNIT PRICE	TOTAL
LRV ACCIDENT AND VANDALISM REPAIR COSTS					
1	<u>Allowable Hourly Labor Rates</u> LRV Body Repair Preparation (including, but not limited to, stripping, sanding and priming) LRV Body Painting and Finishing Application of Decals	25,200	Hour	\$ 69	\$1,738,800.00
TOTAL FOR YEAR ONE (1)				\$	

YEAR TWO (2) – August 1, 2015 – July 31, 2016

#	DESCRIPTION	EST. QUANTITY	UNIT ISSUE	UNIT PRICE	TOTAL
LRV ACCIDENT AND VANDALISM REPAIR COSTS					
1	<u>Allowable Hourly Labor Rates</u> LRV Body Repair Preparation (including, but not limited to, stripping, sanding and priming) LRV Body Painting and Finishing Application of Decals	26,460	Hour	\$ 59	\$1,561,140.00
TOTAL FOR YEAR ONE (2)				\$	

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

**Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.*

RETURN THIS FORM WITH PROPOSAL RETAIN OTHER PAGES FOR YOUR RECORDS

METROPOLITAN TRANSIT SYSTEM (MTS)

LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L1193.0-14
COST PROPOSAL - CONTINUED

YEAR THREE (3) – August 1, 2016 – July 31, 2017

#	DESCRIPTION	EST. QUANTITY	UNIT ISSUE	UNIT PRICE	TOTAL
<u>LRV ACCIDENT AND VANDALISM REPAIR COSTS</u>					
1	<u>Allowable Hourly Labor Rates</u> LRV Body Repair Preparation (including, but not limited to, stripping, sanding and priming) LRV Body Painting and Finishing Application of Decals	27,783	Hour	\$ 54	\$1,500,282.00
TOTAL FOR YEAR ONE (3)				\$	

YEAR FOUR (4) – August 1, 2017 – July 31, 2018

#	DESCRIPTION	EST. QUANTITY	UNIT ISSUE	UNIT PRICE	TOTAL
<u>LRV ACCIDENT AND VANDALISM REPAIR COSTS</u>					
1	<u>Allowable Hourly Labor Rates</u> LRV Body Repair Preparation (including, but not limited to, stripping, sanding and priming) LRV Body Painting and Finishing Application of Decals	29,172	Hour	\$ 50	\$1,458,600.00
TOTAL FOR YEAR ONE (4)				\$	

YEAR Five (5) – August 1, 2018 – July 31, 2019

#	DESCRIPTION	EST. QUANTITY	UNIT ISSUE	UNIT PRICE	TOTAL
<u>LRV ACCIDENT AND VANDALISM REPAIR COSTS</u>					
1	<u>Allowable Hourly Labor Rates</u> LRV Body Repair Preparation (including, but not limited to, stripping, sanding and priming) LRV Body Painting and Finishing Application of Decals	30,630	Hour	\$ 50	\$1,531,500.00
TOTAL FOR YEAR ONE (5)				\$	

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

*Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.

METROPOLITAN TRANSIT SYSTEM (MTS)

**LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L1193.0-14
COST PROPOSAL – CONTINUED**

CONTRACT YEAR ONE (1) TOTAL	\$ 1,738,800.00
CONTRACT YEAR TWO (2) TOTAL	\$ 1,561,140.00
CONTRACT YEAR THREE (3) TOTAL	\$ 1,500,232.00
CONTRACT YEAR FOUR (4) TOTAL	\$ 1,458,600.00
CONTRACT YEAR FIVE (5) TOTAL	\$ 1,531,500.00
GRAND TOTAL FOR 5 YEAR CONTRACT	\$ 7,790,322.00

*THE QUANTITIES DESCRIBED AND DISPLAYED ON THESE PRICING FORMS ARE FOR PROPOSING PURPOSES ONLY. THEY REPRESENT WHAT MTS/SDTI ANTICIPATES AS A REQUIREMENT, BUT MTS/SDTI 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/SDTI'S ACTUAL REQUIREMENTS AND THE AVAILABLE FUNDING AT THE TIME EACH ORDER IS INITIATED.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer. The following Addenda have been noted and attached hereto:

F.O.B. POINT: San Diego Trolley, Inc.
Attn: Lee Summerlott
1255 Imperial Avenue Suite 1000
San Diego, CA 92101

FIRM / COMPANY NAME:

CARLOS GUZMAN INC.
CORPORATION

LEGAL STRUCTURE (Corp./Partner/Proprietor):

ADDRESS:

1615 CRESTON ST.

CITY, STATE & ZIP:

SIGNAL HILL, CA

PHONE NUMBER:

(562) 427-8497

FAX NUMBER:

(562) 989-1507

E-MAIL ADDRESS:

ALISTLU @ yghgo.com

AUTHORIZED SIGNATURE:

[Signature]
JOHND. GUZMAN

PRINT NAME OF PERSON AUTHORIZED TO SIGN:

JOHND. GUZMAN

TYPE OR PRINT NAME:

VICE PRESIDENT

TITLE:

6/18/2014

DATE:

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

NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

RETURN THIS FORM WITH YOUR PROPOSAL
RETAIN OTHER PAGES FOR YOUR RECORDS



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT:

WIRELESS INFRASTRUCTURE PROJECT - PURCHASE ORDER

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to issue a purchase order to AT&T DataComm, Inc. (AT&T), for the provision of equipment and professional installation services for MTS's Wireless Infrastructure Project.

Budget Impact

The total cost of this Agreement will not exceed \$1,205,542.93 and is broken down as follows:

Description	Funding Source	Total
Equipment	(Capital)	\$ 574,314.44
Licenses	(Capital)	50,044.50
Equipment Maintenance	(Operations)	13,164.80
Sales Tax	(Capital)	49,948.72
Freight / Delivery Charge	(Capital)	12,750.47
Subtotal		\$ 700,222.93
Professional Services	(Capital)	505,320.00
Grand Total		\$ 1,205,542.93

This project has two components. The operating component is funded by the IT Department's General Outside Services (Operating: 661-53910) budget for FY 15. The capital component is funded by MTS Capital Improvement Program 11341 and 11324.



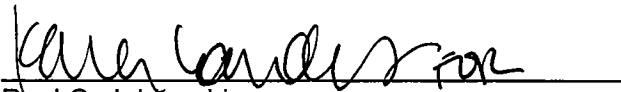
DISCUSSION:

This recommended award is under the County of Merced's Fast Open Contract Utilization Services (FOCUS) Contract Number 2009177. FOCUS contracts are awarded through competitive procurements by the County of Merced and are California's only nationwide, local government-to-government purchasing program to allow cities, counties, schools, special districts and other public entities to acquire technology products and services at competitive rates.

Over the past several years, MTS has installed a number of systems that rely on a variety of wireless components and capabilities to upload and download configuration data, passenger data, fare data, and video data. In all cases, the wireless component for each of these systems was implemented as a stand-alone "island" of wireless coverage for that specific system only. The proliferation of these wireless coverage "islands" has resulted in coverage conflicts, difficulty in managing wireless infrastructure, and inability to leverage established wireless coverage for other purposes.

The Wireless Infrastructure Project will unify these wireless coverage "islands" into a coherent and integrated wireless infrastructure which will enable MTS to properly manage the wireless infrastructure and systems and to leverage wireless components and coverage for all systems in use at MTS.

Therefore, staff recommends that the Board of Directors authorize the Chief Executive Officer (CEO) to issue a purchase order to AT&T DataComm, Inc., for the provision of equipment and professional installation services for MTS's Wireless Infrastructure Project.



Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. AT&T Statement of Work
B. AT&T Bill of Material

Statement of Work



Customer Information

Customer Information			
Customer Name	San Diego Metro Transit Board		
Customer Address	1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490		
Contact Position	Contact Name	Contact Number	Pager Number
Assistant Technology Officer	Sandra M. Bobek	(619) 238-0100 x6404	
Customer Sales Order # :			

AT&T Datacomm Information

Position	Name	Contact Number	Pager/ PCS Number
Systems Engineer			
Outside Sales	Gene Bild	619-985-4966	619-200-6412
Inside Sales	MCELHANEY, DOUGLAS	(714)247-0834	
Design Engineer	Erik Henensky	619-206-3839	
Program Governance	Janet Vaughn	760-707-4735	

Background

San Diego Metro Transit Board is replacing the legacy wireless system to support wireless consolidation and improved safety on Trolley and Bus lines.

Program Governance

The Program Governance Consultant will provide overall governance for the delivery of the project, including but not limited to:

- Coordination between various AT&T organizations
- Work with the internal AT&T team to coordinate ISR to order equipment, track and expedite orders as they relate to this project.
- Billing Reconciliation in conjunction with AT&T Project Management teams

The Program Governance Consultant will serve as the focal point for all communications as they relate to the services provided in planning and coordination with vendors involved in the program. The Program Governance Consultant will manage the existing Project Management team as applicable shall provide operational oversight of the organization, direction and control of all efforts needed to successfully complete the contracted project requirements.

Statement of Work



Project Management

In support of the Services for this Project, AT&T shall assign a designated AT&T Project Manager to interface directly with the customer's Project Manager. The AT&T Project Manager's responsibilities included\e but not limited to:

- Serve as the primary interface to the customer organization.
- Coordinate the site installation priorities and the installation schedules with the customer Project Manager.
- Installation dates may vary if network connectivity is being installed and coordinated as part of this Project.
- Customer and AT&T will mutually agree to the Project timeline & Milestones.
- Function as the escalation focal point for issues that may arise under this SOW.
- Provide, at the customer's written or oral request, status updates as to the progress of the Services provided under this SOW—these updates will be provided via email or telephone conversations.
- Conduct a formal Project kick-off meeting and review the SOW and associated Services.
- Implementation Coordinator will work with the customer to create a communication plan that identifies both AT&T and customer resources required for the Project.
- Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues list.
- Process and track Equipment procurement orders as required.
- Coordinate schedules and work with AT&T and customer personnel to determine readiness of each facility for receipt of Services and/or Equipment.

Scope of Work

Provide labor and material to complete the following tasks:

Access Point Installation – General:

- Provide labor and material to install customer furnished wireless access points and associated antennas to locations and quantities prescribed within each wireless site survey. A breakdown of site names and the respective quantity of new AP's being installed is shown in table below listed as "Site Information".
 - Wireless Access Points being installed are the CISCO 3602E/T's.
 - AT&T will pre-configure each AP device prior to installation.
 - AT&T will furnish the associated antennas needed for each AP.
 - AT&T will furnish the associated lightning protection needed for each AP.

Statement of Work



Access Point Installation – Pathway:

- Utilize existing above ground and below ground pathway structure including pull boxes, vaults, etc. to install (1 ea.) network cable from nearest IDF/MDF to each of the new AP locations.
- Utilize existing light poles and building structure to mount the AP enclosures per the wireless site survey.
 - Install all necessary flex, couplers, connectors, supports, etc. to make the new wireless access point installation NEC compliant.
- WCC to provide (1 ea.) ground wire from each antenna (lightning protection) to suitable building ground point.

Access Point Installation:

- Install (1 ea.) Terrawave 12x10x6 polycarbonate Nema 4X enclosure at each AP location to provide a suitable AP mounting location.
 - Install (4 ea.) Terrawave RPTNC M to RPTNC F 18" LMR 100 pigtails from the CISCO 3602e to bulkhead on Nema 4X enclosure. Each customer provided CISCO antenna will mount to trolley structure, and connect to the CISCO 3602e WAP via the RPTNC cables through bulkheads on the Nema 4 enclosure.
- Install (1 ea.) network cable from nearest IDF/MDF to each of the newly installed Terrawave AP enclosures.
 - Network cable is either a Category 5e CMR jacketed cable for indoor use, or a Comscope 5NF4 OSP rated cable for outdoor use.
 - Install (1 ea.) PowerDsine PoE Extender for AP locations that are beyond the EIA/TIA specifications of 90 meter allowed cable length.
 - Terminate, label, and test each cable installed. Customer is to receive soft copy documentation of all Fluke DTX test results.

Site Variance Information:

SDSU Transit Center

- Install additional surface pathway (EMT) as necessary to install the required network cable from nearest IDF/MDF to each of the listed AP's.
- Scissor lift rental if required.

Statement of Work



Santee Town Center

- Install the necessary underground pathway from existing underground vault to required AP location.
- Restore grounds - post construction to like new conditions.

Imperial Ave Bus Yard

- Install (4) new AP's per wireless site survey and above listed installation practices.
- Replace (8) existing AP's with the new CISCO 3602e devices (Complete)
- Scissor lift rental if required.

South Bay Maintenance Facility

- Install (7) new AP's per wireless site survey and above listed installation practices.
- Replace (2) existing AP's with the new CISCO 3602e devices.
- General Contractor is to install necessary EMT pathway from IDF/MDF to each AP location during re-construction or construction of new building.
- Scissor lift rental if required.

East County Maintenance Facility

- Install (6) new AP's per wireless site survey and above listed installation practices.
- Install additional surface pathway (EMT) as necessary to install the required network cable from nearest IDF/MDF to each of the listed AP's.
- Scissor lift rental if required.

Copley Park Place

- Install (5) new AP's per wireless site survey and above listed installation practices.
- Replace (1) existing AP's with the new CISCO 3602e devices.
- Install additional surface pathway (EMT) as necessary to install the required network cable from nearest IDF/MDF to each of the listed AP's.
- Scissor lift rental if required.

Trolley Maintenance

- Install (1) new AP's per wireless site survey and above listed installation practices.
- Replace (11) existing AP's with the new CISCO 3602e devices.
- Install additional surface pathway (EMT) as necessary to install the required network cable from nearest IDF/MDF to each of the listed AP's.
- Scissor lift rental if required.

Statement of Work



Listing of All MTS Sites

List of Trolley Sites Surveyed

1. American Plaza – 1050 India St.
2. Civic Center – 200 C St.
3. Fifth Avenue – 500 C St.
4. City College – 1155 C St.
5. Park & Market – 600 Park Blvd.
6. Barrio Logan – 1910 Harbor Dr.
7. Harborside – 1325 S 32nd St.
8. Pacific Fleet – 1800 S 32nd St.
9. 8th Street – 555 W. 8th St.
10. 24th Street – 506 W 22nd St.
11. Bayfront / E Street – 750 E St.
12. H Street – 745 H St.
13. Palomar Street – 1265 Industrial Ave.
14. Palm Avenue – 2340 Palm Ave.
15. Iris Avenue 3120 Iris Ave.
16. Beyer Blvd. – 4035 Beyer Blvd.
17. San Ysidro Transit Center – 700 E. San Ysidro Blvd.
18. Santa Fe Depot – 1050 Kettner Blvd.
19. 32nd & Commercial – 3200 ½ Commercial St
20. 47th Street -350 47th St.
21. Euclid Avenue – 450 Euclid Ave.
22. Encanto / 62nd Street – 6249 Akins Dr.
23. Massachusetts Avenue – 1787 San Altos Pl.
24. Lemon Grove Deport – 3443 Main St.
25. Spring Street – 4250 Spring S.
26. La Mesa Blvd. - 8248 La Mesa Blvd.
27. Grossmont Transit Center – 8601 Fletcher Pkwy.
28. Amaya Drive – 9100 Amaya Dr.
29. El Cajon Transit Center – 325 S. Marshall Ave.
30. Gaslamp Quarter – 105 Sixth Ave.
31. Convention Center – 301 First Ave.
32. Seaport Village – 530 W. Market St.
33. County Center / Little Italy – 1550 California St.
34. Middletown – 1396 Palm St.
35. Washington Street – 2136 W. Washington St.

Statement of Work



36. Old Town Transit Center – 4009 Taylor St.
37. Morena / Linda Vista – 5210 Linda Vista Rd.
38. Fashion Valley – 1205 Fashion Valley Rd.
39. Hazard Center – 7611 Hazard Center Dr.
40. Mission Valley Center – 1604 Camino de la Renia
41. Rio Vista – 2020 Qualcomm Way
42. Fenton Parkway – 2000 Fenton Parkway
43. Qualcomm Stadium – 9449 Friars Rd.
44. Mission San Diego – 5837 Rancho Mission Rd.
45. Grantville – 4510 Alvarado Canyon Rd.
46. SDSU Transit Center – 5260 Campanile Dr.
47. Alvarado Medical Center – 6658 Alvarado Rd.
48. 70th Street – 7255 Alvarado Rd.
49. Arnele Avenue – 762/1/2 N. Marshall Ave.
50. Gillespie Field – 1990 ½ N. Cuyamaca St.
51. Santee Town Center – 152 Civic Center Dr.
52. 25th & Commercial - 10 1/2 25th St.

Bus Yard's Surveyed:

53. Imperial Ave. Bus Yard – IAD 100 16th St.
54. ~~South Bay Maint. Facility – SBMF – 3650 Main Street, Chula Vista~~
55. East County Maint. Facility – ECMF – 544 Vernon Way, El Cajon
56. ~~Copley Park Place – CPD – 7490 Copley Park Place, San Diego~~

Trolley Maintenance Yard Surveyed:

57. 1535 Newton Ave. (Bldg A – main gate located behind 12 & Imperial)

Phase 1 Surveyed (2 sites)

58. Mills - 1255 Imperial Avenue #1000, San Diego
59. KMD - 4630 Ruffner Road, San Diego

Statement of Work



Access Point Design, Configurations and Project Management

Procure equipment along with design, configuration and, project management to outlined in Bill of Materials. (MTS Wireless 57 Site Post Survey Master BOM Cisco 3-10-2014 JV)

1. Planning and review detail logistic of the upgrade.
2. Once the ordered equipment has been received, it will be unboxed, powered up, and staged with a base configuration and allowed to "burn in" to guard against equipment that is DOA.
3. The Base configuration will consist of association to the existing WLC cluster at IAD and the configuration of IP address, group membership, and Vlan membership.
4. Once the configuration has been completed and confirmed, the AP's will be put back in the boxes and the boxes labeled with the location information to facilitate easy identification for installation.
5. Provide project management services to ensure success of the project per the completion Criteria section below.
6. Provide an asset inventory check and logging of serial numbers.
7. Deliver final configurations and updated documents.

Network Provisioning Specifications

The Cisco switches at each site will need to be provisioned for the wireless VLANs and ports assigned for installation of the AP's at each site. AT&T has not provided switches for this phase of the project. AT&T will work with SDMTS staff to ensure proper configuration of edge switch port for AP only.

Project Details

Customer information that is required by AT&T before starting project implementation:

- Bill of Materials with part #s and list prices (**attached**).
- How many sites? **55**
- Where are the sites located? **San Diego County**
- How many closets per site? **1-2**
- Which equipment at which site (if multiple sites)? **See Detailed Bill of Materials**

Statement of Work



- What applications is the customer using? **Variety of different application that were tested and validated in Pilot phase 2.**
- What existing equipment will the new equipment be integrating with? **Cisco Switches**
- Is the customer having network problems we should know about? **No**
 - If YES, explain:
- What time of day will the job take place?
Normal Business Hours (8 AM-5 PM, Mon-Fri)

Notes/Exceptions:

- **Cut-over to take place during Evening or Night Hours (5 PM-8 AM, Mon-Fri).**
- Is weekend or holiday work required? **YES**
- How many phases (if more than one) and the target dates? **One**
- What are the customer's expectations surrounding this project? **Successful integration with the existing network.**
- What is the customer's testing criteria for project completion (if not provided, a standard ping test will be performed)? **Successful data communication over the LAN and WLAN.**
- What else do we need to know to be successful?
- What protocols will we be working with? **IP, IPSEC**

Network Protocols	Bridge Routing Protocols	Local Area Network Protocols	Wide Area Network Protocols
TCP/IP	OSPF	10/100/1000 Base-T Fiber 1 Gigabit Ethernet	N/A

Assumptions

- Customer will provide adequate parking for AT&T & Subcontractors West Coast Cable, Inc's equipment and employees at no such cost to West Coast Cable, Inc. or its subcontractors.
- Customer is responsible for all costs associated with permits, easements, and / or right-of-ways.
- Bid pricing is valid for 60 days after listed bid date.
- No PSA or PLA language requirements have been disclosed to WCC at bid time.
- AT&T Datacomm typically requires a minimum two (2) week installation lead time after receipt of AT&T Datacomm's **Project Installation Guide (PIG)** network configuration information. Less than two (2) weeks lead time is considered an emergency implementation and will be assessed a premium charge.

Statement of Work



- All installations will be performed during Normal Business Hours Monday through Friday, 8:00AM to 5:00PM. Any other part of this project that is performed during non-business hours or weekends at the customer's request will be billed at AT&T Datacomm's standard overtime, weekend, or holiday rates. **(see master BOM)**
- All work will be performed over a consecutive time frame, unless otherwise specified.
- If necessary, AT&T Datacomm will add to the order via AT&T Datacomm's standard change order process any network or wiring components required to complete the installation.
- If any equipment supplied by AT&T Datacomm is found to be defective during the installation, AT&T Datacomm will replace the equipment at no extra charge and complete the installation as specified.
- Any delays experienced while an AT&T Datacomm engineer is on-site due to customer infrastructure or wide area network provider problems will be billable at AT&T Datacomm's applicable hourly rate schedule.
- AT&T Datacomm reserves the right to charge customers for the full amount of the installation in the event that the customer cancels or reschedules any installation without 3 days prior written notice. Cancellation or rescheduling with less than 3 days notice will result in a cancellation charge.

AT&T Responsibilities

AT&T Datacomm will provide a trained engineer to install the network hardware at the customer location. Installation includes the following:

- Perform a technical assessment (verbal or physical) of the premises prior to installation.
- Unpack and inventory all appropriate hardware and documentation.
- Mount hardware in appropriate rack or on appropriate surface.
- Power on hardware.
- Configure necessary parameters for all wireless networks being used, as discovered during pilot process phase 2.
- Provide verbal overview to customer's designated systems administrator of basic network hardware unit setup.
- Only new cable plant being installed under this project will be covered by AT&T. If any additional cable plant needs to be repaired or troubleshot will be done as a change order.
- AT&T Datacomm is not responsible for any loss of customer's data or network system security.

Any additional work to be performed outside of this Statement of Work will require Additional charges.

Statement of Work



Customer Responsibilities

The customer will be responsible for providing all site preparation including:

- Any cabling not noted in the site Survey documentation will not be covered by this project except for the cabling purchased from AT&T any other cabling requirements are the responsibility of customer.
- Installation of all site wiring (power and signal, path and lengths). Not noted in Survey documentation will not be covered by this project.
- Installation of necessary power distribution boxes, conduits, groundings, lightning protection, connectors, and associated hardware. Not noted in Survey documentation will not be covered by this project.
- Environmental modifications as required for the hardware.
- Installation and verification of operation for all equipment not supplied by AT&T Datacomm, but required for installation. (Servers etc.)
- Preparing site according to the site preparation guide provided by AT&T Datacomm.
- All cable plant, Network Operating System (e.g. Novell, NT, UNIX), network drivers, application software, and testing for systems not supplied by AT&T Datacomm.
- Any delays due to the above items are billable at AT&T Datacomm's hourly rate for engineer time plus travel and expenses.
- If the information provided by customer is incorrect or incomplete, AT&T Datacomm shall have the right to charge customer for any increase in costs incurred or time expended by AT&T Datacomm due to such error or omission.

Completion Criteria

AT&T Datacomm will have satisfied its obligations to the customer under this Statement of Work when the tasks listed under AT&T Datacomm Responsibilities are completed and successful site streaming video and data communication over the local area network and WLAN. Upon completion, the Field Engineer will present the customer an Implementation Acceptance Certificate for signature.

Financial Responsibility

AT&T Datacomm will provide the services outlined in this scope of work document for a **fixed price of \$1,208,189.92**. This cost is inclusive of all necessary travel and related expenses necessary to complete this project.

Payment subject to the initial and continuing credit approval, terms of payment are net 30 days of AT&T Datacomm's invoice date. Invoices for Service may be issued in advance of the actual performance of the Service. All payments are to be made in U.S. dollars. In the event payments are overdue and such delinquencies are not remedied within ten (10) days after receipt of written

Statement of Work



notice from AT&T Datacomm, AT&T Datacomm may terminate this agreement. AT&T Datacomm reserves the right to charge the Customer interest on overdue accounts. The interest rate will be based on the lesser of 1.5% per month or the maximum rate allowed by applicable laws applied to the unpaid purchase price.

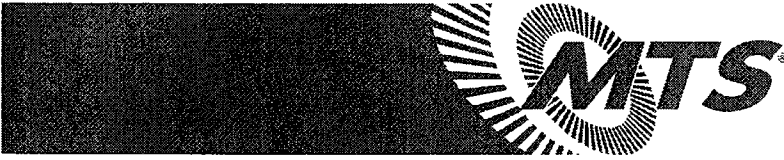
Project Billing

AT&T will do project billing based on milestones completion dates on this project. At each milestone a specific amount will be billed. Both parties must agree on the amount Milestone acceptance criteria prior to the start of the project. AT&T can bill for hardware and maintenance prior to installation completion. The invoice will not be detailed and will be presented in one line total. Limited verbiage such as Milestone payment # XX will be used. If required, AT&T will provide Excel spreadsheet as backup documentation at close of project.

Customer Signature

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T Datacomm's Product and Services Agreement. Pricing for the installation of the products for this Statement of Work is provided in AT&T Datacomm's attached quote. The customer also is aware that any delays incurred because of any of the reasons listed in the Customer Responsibilities section is considered billable time. Any questions concerning AT&T Datacomm's responsibilities and the work to be done should be directed to the AT&T Datacomm representative.

_____	_____	_____
Customer's Name	Company	Date
_____	_____	_____
AT&T Datacomm Representative	Location	Date



Date 3/12/2014

MTS Wireless 57 Site Post Survey Master BOM Cisco

MTS Contact: Sandra Bobek - Assistant Technology Officer - 619-238-0100 x6404
sandra.bobek@sdmts.com

Vendor Name:	ATT DataComm
Vendor Phone #:	619-200-6412
Vendor Address:	7337 Trade Street, Suite 3199 San Diego CA 92121

SUMMARY OF COSTS:

All equipment and configuration is included for equipment Listed. All structured cabling, pathways and enclosures will be budgatory till customer signed SCOW

AP & ANT Material (includes maintenance)	\$	429,486.24
Licenses - AP Adder License for the 5508	\$	50,044.50
Misc Material from Cabling Required	\$	157,993.00
Sub-Total	\$	637,523.74
Taxes (8.0%)	\$	49,948.72
Shipping	\$	12,750.47
Equipment Total	\$	700,222.93

		# of Hours Hourly Rate		
ATT Professional Service	Senior Consultant	545	\$ 200.00	\$ 108,900.00
Block of hours to be billed at	Project Manager	363	\$ 150.00	\$ 54,450.00
Actuals FOCUS Contract	Technician Station Cabling Regular Hours	2,020	\$110.00	\$ 222,200.00
Cabling & AP Installation Professional Services to be billed at Actuals FOCUS Contract Pricing	Technician Station Cabling Overtime Hours	0	\$175.00	\$ -
	Inside Wireman Conduits & Raceways Regular Hours	526	\$175.00	\$ 92,050.00
	Inside Wireman Conduits & Raceways Overtime Hours	0	\$250.00	\$ -
	Engineer / Inspector Labor only Regular Hours	252	\$110.00	\$ 27,720.00
	Engineer / Inspector Labor only Overtime Hours	0	\$175.00	\$ -
Labor Sub-Total				\$ 505,320.00
TOTAL PROJECT COSTS				\$ 1,205,542.93

Pricing per ATT FOCUS 2 Contract. All PO's must note FOCUS 2 Contract with Net 30 days Terms.



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

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT:

CISCO CORE AND INTERMEDIATE DISTRIBUTION FRAME NETWORK EQUIPMENT
FIVE YEAR MAINTENANCE RENEWAL

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to purchase Cisco SMARTNET maintenance through AT&T Datacomm, Inc. (AT&T), and Key Government Finance, Inc. (Key), for renewal of the maintenance services agreement for MTS's Cisco network equipment. The services will be for five years beginning on July 25, 2014 and ending on July 24, 2019.

Budget Impact

The total cost of the renewal would not exceed \$802,281.52 for the five year period. Annual expenses will be funded in five equal, annual payments from the Information Technology operating budget (661-53910) for fiscal years 2015 through 2019.

DISCUSSION:

MTS utilizes a network infrastructure comprised with Cisco equipment to provide interconnectivity between computers, sites, servers, and information technology systems and services in support of a variety of its day-to-day business operations. This network infrastructure provides core interconnectivity to information technology systems and services that include e-mail, financial management systems, asset management systems, maintenance management systems, a data warehouse and other databases, bus and train operations systems, internet connectivity, dispatch and radio communications systems, human resources and payroll management systems, print services, telephone and fax systems, and many other information technology systems and services.

MTS normally purchases a maintenance agreement on both the Cisco hardware and software called Cisco SMARTNET (Attachment A). This provides technical support, troubleshooting on both hardware and software issues and replacement of defective

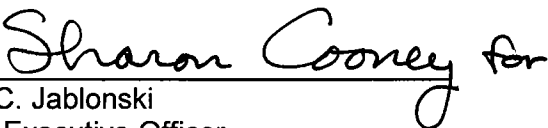


hardware. In addition, SMARTNET also provides software updates on all Cisco systems as they become available.

Cisco sells SMARTNET through third party vendors and the standard pricing is fixed by Cisco. Per Federal Transit Administration (FTA) Circular 4220.1F, Page V-2 Section 4, the FTA encourages recipients and subrecipients to enter into state and intergovernmental agreements for procurements of property or services. As a public agency and a grantee, MTS has the ability to purchase Cisco network infrastructure hardware, professional services, and Cisco SMARTNET maintenance using competitively bid state procurement contracts. MTS intends to utilize the County of Merced Contract No. 2009177 with AT&T. The quote for stated pricing is based on Fast Open Contracts Utilization Services (FOCUS), which is California's only nationwide, local government-to-government purchasing program created to allow cities, counties, schools, special districts and other public entities to acquire technology products and services at competitive rates.

The one year renewal for Cisco SMARTNET is \$213,139.17 and typically the cost of these maintenance agreements grow by 3% to 8% annually. The cost of the five year renewal is \$820,281.52 (\$160,456.30 annually), therefore by purchasing a five year agreement MTS can save approximately \$263,414.35 and be insulated from any inflation of these costs.

In addition, Cisco and AT&T partner with Key to provide public agencies the ability to make annual payments with no additional financing costs. By choosing to utilize this option, the annual payment on the five year Cisco SMARTNET renewal is \$160,456.30, which will be included in the annual Information Technology operating budget (line item 661-53910) for fiscal years 2015 through 2019 (Attachment B).



Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. SMARTNET Service Description
B. Key Government Finance Payment Plan



Service Description: SMARTnet and SMARTnet Onsite Services

This document describes Cisco's SMARTnet and SMARTnet Onsite Services.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

SMARTnet

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center

(www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.

- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

Hardware Replacement and Onsite Service

Cisco Responsibilities:

Cisco shall provide Customer with the Hardware Replacement Services and/or Onsite Services that Customer has selected and detailed in Parts I and II below and where available.

Hardware Replacement and OnSite Services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Hardware Replacement Service must be at the same level of coverage. Cisco will provide Customer with Hardware Replacement(s) that are either new or equivalent to new unless otherwise state below.

Part I – SMARTnet Advance Replacement Services

- SMARTnet 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per

day, seven (7) days per week, including Cisco-observed holidays.

- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 8x5xNext Business Day: Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

Part II - SMARTnet Return For Repair

- Cisco will provide Return for Repair services whereby Customer returns failed Hardware to Cisco for repair. Cisco will provide the following service as selected and purchased by the Customer:
- **Repair.** Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply if Cisco determines the failed Hardware is beyond economic repair or no problem is found.
- Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.
- On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.

Part III - SMARTnet Onsite Support Services

- SMARTnet On-Site 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- SMARTnet On-Site 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part I and Part II:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure located at www.cisco.com.
- For Advance Replacement Services, Cisco will need Customer to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written

specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part III:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

June 17, 2014

San Diego Metropolitan Transit System

THIRD PARTY RESELLER: AT&T Datacomm, Inc.

PAYMENT OPTION: The payment plan will be completed by Key Government Finance, Cisco Systems Capital's financing partner for government and education customers. Payments due under the payment plan will be made directly to Key Government Finance at P.O. Box 1187, Englewood, CO 80150-1187.

FINANCE COMPANY: Key Government Finance, Inc.

CUSTOMER: San Diego Metropolitan Transit System

PROJECT: Maintenance Renewal

	3 Years	5 Years
SmartNet Maintenance Cost	\$505,006.99	\$802,281.52
TOTAL AMOUNT UNDER PAYMENT PLAN	\$505,006.99	\$802,281.52

PAYMENT PLAN STRUCTURE: This is a SLED Services Payment Plan

Amount under Payment Plan \$505,006.99	Customer Interest Rate 0.00%	Payments \$168,335.66	Pmts / Year 1-3	Term 3 Years	Adv. / Arr. Advance	Financing Incentive Discount \$23,666.24
\$802,281.52	0.00%	\$160,456.30	1-5	5 Years	Advance	\$69,535.65

(*) The payment factor expresses the payment as a percentage of the Amount under Payment Plan. To calculate the periodic payment for any Amount under Payment Plan, multiply the payment factor by the Amount under Payment Plan.

LEASE RATE EXPIRATION DATE: 7-19-2014

SPECIAL FINANCING INCENTIVE: This proposal is based on the assumption that Cisco Systems, Inc. or the reseller, if any, will provide a special financing incentive, as shown above, to Cisco Systems Capital prior to payment plan funding. This special financing incentive must be approved by a Cisco Systems, Inc. Area Controller prior to payment plan funding.

APPROVAL: The payment plan contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form satisfactory to Seller), including without limitation, to the extent applicable, the Payment Plan Agreement, any Schedule or other documents or agreements reasonably required by Seller. This proposal, until credit approved, serves as a quotation, not a commitment by Key Government Finance to provide credit. Final acceptance of this proposal is subject to credit, collateral and essential use review and approval by Seller.

CONTACT: Aaron Ricks
Finance Account Manager
Cisco Systems Capital
602-778-2162 Office
602-300-8361 Mobile
aricks@cisco.com

Katie Hamilton - Inside Sales Representative
Key Government Finance, a Cisco Systems Capital Partner
1000 South McCaslin Blvd
Superior Colorado 80027
720-980-3811, 216-370-9393 Fax
katie.l.hamilton@Key.com

Kendall Hansen - Region Manager
Key Government Finance, a Cisco Capital Partner
503-701-8476 office
kendall.hansen@Key.com



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT:

LEASED BUS TIRES AND SERVICES – CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. No. B0530.0-10 (in substantially the same format as Attachment A) with The Goodyear Tire and Rubber Company (Goodyear) to accommodate additional staffing and unforeseen additional expenditures associated with the recently implemented service level increase and the contract run-out period anticipated at the end of the current agreement.

Budget Impact

Approval of this contract amendment would increase the full contract value with Goodyear by \$501,301.65, from \$4,157,411.93 to \$4,658,713.58. Each fiscal year, from 2015 through 2017, will be funded by the revenue vehicle tire budget 315-54410.

DISCUSSION:

In June 2014, MTS implemented its new Bus Rapid Transit service. To fully support this added service, the Kearney Mesa Division (KMD) transit facility increased operations from 5.5 days to 7 days per week. Staff determined it appropriate for Goodyear to add one tire maintenance technician for the remainder of the contract period to accommodate the additional operational hours and increased tire service volume. This expense is calculated as follows:

Description of Service	Monthly Fee	Months	Total
Tire Maintenance Technician for 11 months and 4 days	\$ 5,370.00	11.1333	\$ 59,786.00

A run-out period shall be in effect beginning July 1, 2015 in the event a contractor other than Goodyear is awarded the next leased bus tires and services contract. MTS will pay

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



mileage fees to Goodyear at rates equal to their final contract year. Tire servicing will be part of the new contractor's responsibilities. Based on the quantity of tires that would remain on the fleet and on-hand inventory, the run-out period may take as long as 24 months to complete.

	Goodyear Tire Run-Out			
	305 70R x 22.5	315/80R22.5	275 70R x 22.5	TOTAL
Estimated Remaining Tire Inventory	1,787	188	395	2,370
Avg Tread Depth 32nds of an Inch	13	13	13	
Estimate Miles of Travel per 32nd of Tread	2,000	2,000	2,000	
Remaining Useable Tread on Run-Out Inventory	23,231	2,444	5,135	30,810
Estimated Remaining Miles of Tread	46,462,000	4,888,000	10,270,000	61,620,000
Lease Expense Per Mile	\$ 0.008891	\$ 0.008644	\$ 0.006347	
Total Estimated Expense	\$ 413,093.64	\$ 42,251.87	\$ 65,183.69	\$ 520,529.20

 for

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft MTS Amendment No. B0530.3-10

July 17, 2014

MTS Doc. No. B0530.3-10

The Goodyear Tire and Rubber Co.
Walter Welker,
Customer Service Manager, Mileage Sales, Lease, and Service
200 Innovation Way
Akron, OH, 44316

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. B0530.0-10 LEASED BUS TIRES & SERVICES

Mr. Welker:

MTS amends the Agreement B0530.0-10 to incorporate the following changes:

SCOPE OF WORK

MTS has increased its hours of operation at the Kearney Mesa Division (KMD) from approximately five and one-half (5.5) days per week to seven (7) days per week as well as increased the bus fleet by initiating the MTS RAPID services. Please refer to Exhibit A of this amendment regarding the revised hours of operation required in the scope of work.

RUN-OUT PERIOD

In the event of a run-out period due to a change in contractor, the run-out period will begin July 1, 2015 and continue until the Goodyear inventory of tires are run-out, with an approximate completion date of no later than June 30, 2017. The final contract year rate per mile will apply to the run-out period as follows:

TIRE SIZE	RATE PER MILE
275 70R x 22.5	\$.006347
305 70R x 22.5	\$.008891
315 80R x 22.5	\$.008644

PAYMENT

As communicated by Goodyear representative Edward Bowman on May 28, 2014, the monthly increase for one additional tire maintenance technician will be \$5,370.00. As of July 18, 2014, the calculation for the increase will be 11.1333 months of additional service multiplied by the monthly rate for a total increase of \$59,786.00. Including this increase in expense, MTS estimates there will be positive balance of approximately \$19,227.55 within the current allowable spend authority which will be applied towards run-out period expenditures if applicable. Regarding the run-out period, if applicable, staff has conservatively estimated an expense not to exceed \$520,529.20 based on mileage estimates for each tire type.

In the event of a run-out, the result of this Amendment will potentially increase the contract by \$501,301.65 from a not to exceed value of \$4,157,411.93 to \$4,658,713.58.

All other conditions remain unchanged. If you agree with the above, please sign and return the document marked "Original" to the Contracts Administrator at MTS. The other copy is for your records.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Walter Welker,
Customer Service Manager, Mileage Sales,
Lease, and Service

Date: _____

Attachments: Exhibit A, Revised Scope of Work



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT:

MTS TASK ORDER CONTRACT FOR GREEN LINE COMMUNICATION SYSTEM
UPGRADES DESIGN – PHASE 2

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute Task Order Contract (TOC) MTS Doc. No. G1493.0-13, Work Order 13-05.1 with Kimley-Horn & Associates Inc. (Kimley-Horn) to perform Design Engineering for the Green Line Communication System Upgrades Project – Phase 2.

Budget Impact

The cost of this agreement will not exceed \$233,824.49 and is funded under MTS's Capital Improvement Program 11368-0600.

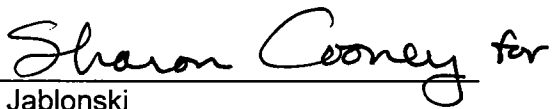
DISCUSSION:

MTS, in partnership with the San Diego Association of Governments (SANDAG), intends to upgrade communications equipment at the 19 Green Line trolley stations from Old Town Transit Center to Santee Town Center to enable compatibility with current MTS communication systems. Improvements will include upgrading public address system equipment, Train to Wayside Controller devices, Variable Message Sign units, network communication equipment and Programmable Logic Controllers.

Kimley-Horn is on MTS's general engineering services panel, with capacity assigned after a competitive procurement process by SANDAG. On March 21, 2014, MTS issued a Work Order 13-05, General Engineering Services for Green Line Communication System Upgrades – Phase 1: Data Collection and Implementation Scope Assessment with Kimley-Horn. Once the survey and data collection were completed, Kimley-Horn designers submitted a complete assessment report of the Green Line Communication System to MTS for review with a recommended scope of work (Attachment A).



MTS staff has reviewed, made comments and approved Kimley-Horn's scope of work and work order estimate (Attachment B) to proceed with the Green Line Communication System Upgrade – Phase 2 Design.

Handwritten signature of Sharon Cooney in cursive script, followed by the word "for" in a smaller, simpler font.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Kimley-Horn Work Order 13-05.1 Phase 2 Scope
B. Kimley-Horn Work Order 13-05.1 Phase 2 Cost Estimate

WORK ORDER TITLE: Green Line Communication System Upgrades – Phase 2: Design Services

I. PROJECT DESCRIPTION

Metropolitan Transit Systems (MTS), in partnership with the San Diego Association of Governments (SANDAG), intends to upgrade the communications equipment at the 19 Green Line trolley stations from Old Town Transit Center to Santee Town Center to bring the stations up to the current standards and make the system compatible with the current MTS communication system. Improvements will include upgrading Public Address system equipment, Train to Wayside Controller (TWC) devices, Variable Message Sign (VMS) units, Network communication equipment, and PLCs (optional). Additionally, MTS wants to add an additional VMS structure adjacent to the MTS building at 1255 Imperial Avenue.

The specific goals of the overall project include the following:

- Upgrading the PA equipment at nineteen (19) Green Line stations from the Old Town Transit Center to Santee Town Center. Potential upgrades include new voice over internet protocol (VOIP) analog converters, two-channel audio amplifiers, loudspeaker horns, and new cabling.
- Reconfiguring the communications rooms at Old Town, Fashion Valley and Qualcomm stations to provide additional space for the installation of the new station communication equipment.
- Replace existing UPS at Qualcomm with new UPS.
- Upgrading the VMS equipment at the nineteen (19) Green Line stations from Old Town Transit Center to Santee Town Center. Upgrades include replacing the existing flip dot locally controlled message signs with new IP networkable VMS equipment.
- Upgrading the TWC equipment at the eight (8) Green Line stations between Old Town Transit Center and Qualcomm Stadium and the eleven (11) Green Line stations between Mission San Diego and Santee (optional). Potential upgrades include replacing the unidirectional TWC equipment with new bi-directional TWC devices.
- Upgrading the communication cabinets at six (6) Green Line stations: Grossmont Transit Center, Amaya Drive, El Cajon Transit Center, Gillespie Field, Arnele Avenue and Mission San Diego. Potential upgrades include replacement of the existing 2-bay communication cabinet with a new 3-bay communication cabinets.
- Add VMS unit adjacent to the MTS building at 1255 Imperial Avenue.

II. EXPECTED RESULTS

MTS intends to upgrade the communications equipment along Green Line trolley stations from Old Town Transit Center to Santee to bring at those stations up to the current standard through a competitive bid process. As such, the following will be prepared:

- Construction plan set for the communications equipment upgrades.
- Specifications for the communications equipment upgrades.
- Opinion of Probable Construction Cost

III. SCOPE OF WORK

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

Task 1 – Project Management and Coordination

This task includes effort for administration of the Consultant's work in this work order, including invoicing, coordination with MTS and SANDAG staff, monthly progress reports and other project management activities for the anticipated 4 month duration of the design. Coordination efforts included in this task include the following:

- Biweekly conference calls (up to 8, with up to 3 Consultant staff present)
- Monthly progress meetings (up to 4, with up to 3 Consultant staff present)
- General coordination (up to 3 hours per week)

Task 2 – Design

This task includes preparation of construction documents for the proposed communications equipment upgrades for Green Line trolley stations from Old Town Transit Center to Santee Town Center.

1. Design of the PA system upgrades will be limited to the following improvements:
 - a. Remove the existing PA hardware mounted on the backboard each station's communications cabinet.
 - b. Remove and replace existing PA horns with pole mounted 70V, 30 Watt reentrant horn type horns. It is assumed that the new PA horns will be installed on the same poles as the existing PA horns. At Old Town Transit Center, new PA horns will be added to the EB platform on the existing VMS structures. At SDSU, the existing PA speakers will remain.
 - c. Install (2) Internet Protocol/Ethernet to Audio Converters inside station communication cabinet (one per channel; one channel per platform).
 - d. Install (1) dual channel audio amplifier.
 - e. Install new speaker cabling from the communications cabinet to each PA horn utilizing existing conduit and pull boxes infrastructure. Where possible, each speaker shall be individually home-run to the communications cabinet and terminate on a terminal block on the cabinet's existing backboard. When not possible, speaker cabling will be spliced at the pole of the PA horn.
2. Design of the VMS signs upgrades will be limited to the following improvements:
 - a. Remove existing VMS signs from each station's platform.
 - b. Install new double-sided Internet Protocol/Ethernet VMS signs on existing poles. It is understood that double-sided signs will not be able to be installed at Fashion Valley, SDSU and 12th & Imperial stations. At Fashion Valley, new single-sided signs (mounted back-to-back) will be installed into the existing canopy. At SDSU, new single-sided signs will be installed on the walls at the end of each platform. At 12th and Imperial, (1) one sign will be installed northwest of the building facing 13th street.
 - c. Existing communications cabling will be utilized when possible. Install new communications cabling from existing communications cabinet to new VMS utilizing existing conduit and pull boxes infrastructure.
 - d. Since VMS signs do not currently exist at the Santee Town Center, a new structural pole design will be provided for the new signs. It is assumed that the style and layout of the VMS structure will consist of a cantilevered sign structure made of square hollow structural steel sections to be consistent with the VMS structures utilized at the majority of the other stations along the Green Line. New conduit infrastructure will be installed from existing pull boxes near the new sign locations. It is assumed that four new sign structures will be installed, two on each platform.
 - e. Based on the site visits and information gathered as part of Phase I, it is assumed that up to two existing VMS structures will require structural analysis for the proposed VMS loading. The structural analysis will be developed based on the 2013 California Building Code (CBC) requirements.
 - i. It is assumed that the structure designed for Santee Town Center would be utilized at stations where it is determined that the existing VMS structures are not adequate.
 - f. Develop revised connection details for proposed VMS to existing structure. Design of up to 8 connection details are assumed to be required as part of this task.

- g. At the following stations the existing VMS are mounted to shelter or other structures. It is assumed that at these locations the design will consist of developing revised connection details only and an analysis of the existing structures will not be required.
 - i. 70th Street
 - ii. Grantville
 - iii. Qualcomm Stadium
 - iv. Fashion Valley
 - v. SDSU

If additional connection details or additional loading analysis is determined to be required based on the review of the as-builts and/or the site visits described in Task 2, an amendment to this Work Order will be required.

- 3. Design of the TWC loop equipment upgrades will be limited to the following improvements:
 - a. Remove existing uni-directional TWC hardware and cablings.
 - b. Install new bi-directional TWC interrogator with serial communication card and serial output/input card
 - c. Install new TWC Loop Antenna
 - d. Install new TWC Loop Converter
 - e. It is assumed that the existing embedded TWC loops are functional. The client will test the loops and if determined to not be in operation, new TWC loops will be saw-cut in place.
 - f. Install new TWC twisted-pair cabling from communications cabinet to existing TWC loops utilizing existing conduit and pull boxes infrastructure.
- 4. Design of the 3-bay communications cabinet upgrades will be limited to the following improvements:
 - a. The existing 2-bay communications cabinet will be removed and replaced with a new 3-Bay communications in the same location.
 - b. The existing equipment inside the cabinet will be relocated to the new cabinet. The only new equipment to be installed within the 3-Bay cabinet will be for the PA system, VMS signs and TWC equipment aforementioned. Design for additional equipment (i.e. new network switch or programmable logic controller, etc.) have not been included in the estimated fee contained within this agreement and, if required, will be billed as additional services.
 - c. The Consultant will include cut-over/migration requirements for the 3-bay communications cabinet upgrade in the project Special Provisions.
 - d. The Consultant will show a typical proposed equipment rack layout for the 3-bay communications cabinet. Station specific rack layouts are not included.
- 5. Design of the PA system, VMS signs and TWC equipment upgrades will be limited to the following 19 stations:
 - a. Old Town
 - b. Morena/Linda Vista
 - c. Fashion Valley
 - d. Hazard Center
 - e. Mission Valley Center
 - f. Rio Vista
 - g. Fenton Parkway
 - h. Qualcomm
 - i. Mission San Diego
 - j. Grantville
 - k. SDSU
 - l. Alvarado Medical Center
 - m. 70th Street

- n. Grossmont
 - o. Amaya Drive
 - p. El Cajon
 - q. Arnele Avenue
 - r. Gillespie Field
 - s. Santee
6. Design of the 3-bay communications cabinet upgrades will be limited to the following 6 stations:
- a. Grossmont
 - b. Amaya Drive
 - c. El Cajon
 - d. Gillespie Field
 - e. Mission Valley Center
 - f. Arnele Avenue
7. Design of the communications room/cabinet upgrades at Old Town will be limited to the following improvements:
- a. The existing 2-bay communications cabinet will be removed and replaced with a 3-bay communications cabinet. The cabinet will be located in the same location as the existing cabinet, lined up with center of the existing cabinet. Since the existing cabinet is currently at finished grade, a new housekeeping pad will be poured for the new 3-bay cabinet.
 - b. The existing equipment inside the cabinet would be relocated to the new cabinet.
 - c. New conduit would be installed via jack and bore from the existing communications pull box east of the cabinet.
 - d. The existing communications equipment inside the utility shed will be relocated to the new cabinet. The cabling would be disconnected and reinstalled from the utility shed into the new cabinet. After performing an initial field investigation, it appears that the existing fiber optic cabling is of sufficient length to reach the new communications cabinet.
 - e. The Consultant will show existing equipment rack layouts and proposed equipment rack layouts.
8. Design of the communications room upgrades at Fashion Valley will be limited to the following improvements:
- a. Relocate the electrical panel, lighting time clock and punch down blocks to the south wall. Remove the existing metal cabinets and replace them with swing out racks. The swing out racks will be 49" high x 24" wide x 26" (24u).
 - b. Relocate the existing communications equipment to the swing out racks.
 - c. All unused equipment and cables in the communications room will be removed.
 - d. Relocate the existing TWC terminations to the north wall on a plywood backboard.
 - e. The Consultant will show existing equipment rack layouts and proposed equipment rack layouts.
 - f. Providing modifications or additions to the mechanical HVAC or ventilation system have not been included this work order.
9. Design of the communications room upgrades at Qualcomm will be limited to the following improvements:
- a. Remove the unused UPS equipment from the existing electrical room and convert this room into a communications room.
 - b. New equipment cabinets will be installed in the room and the existing equipment in the elevator room will be relocated to this communications room.
 - c. New UPS will be installed in the communications cabinets for the relocated and new communications equipment.

- d. New conduit will be sleeved from the hallway into the communications room.
- e. All unused equipment and cables in the hallway will be removed.
- f. The new PA system will be installed in this communications room.
- g. The TWC equipment will be located in the hallway in front of the communications room.
- h. The Consultant will show existing equipment rack layouts and proposed equipment rack layouts.
- i. Providing modifications or additions to the mechanical HVAC or ventilation system have not been included this work order.

The Consultant will provide three submittals, at the 65% design level, at the 95% design level, and final design level, for MTS review and comments.

The 65% submittal will consist of the following:

- Cover, Site Map, Index, General Communications Notes, Legend, and Abbreviations (3 sheets)
- Communications Site Plan at 1:10 scale (2 Sheets per station, 38 sheets)
- Communications room upgrades (2 sheets per station, 6 sheets)
- Typical 3-bay communications cabinet and pad detail (1 sheet)
- Typical 3-bay equipment rack layout detail (1 sheets)
- Typical PA system block diagram (1 sheet)
- Typical bi-directional TWC equipment configuration (1 sheet)
- Typical network equipment port designations (1 sheet)
- Preliminary VMS Connection Details (3 sheets)
- Preliminary VMS Structure Details (2 sheets)
- Opinion of Probable Construction Cost

The Consultant will address one round of consolidated comments from the 65% submittal and incorporate into the design for a 95% submittal. The 95% design submittal will include written responses to the 65% design comments. It is assumed that the 95% submittal will consist of the following in addition to the items in the 65% submittal:

- Communications wiring plan (1 sheet per station, 19 sheets)
- Electrical Panel Schedule (4 stations per sheet, 5 sheets)
- Draft Special Provisions
- Opinion of Probable Construction Cost

The Consultant will address one round of consolidated comments from the 95% submittal and incorporate into the design for a final PS&E submittal. The final design submittal will include written responses to the 95% design comments.

Draft Special Provisions will be prepared for the 95% design submittal and Final Special Provisions will be included with the Final PS&E package. It is assumed that MTS will prepare and provide the front end specifications. For this task, it is assumed that existing specifications will be provided to the Consultant from other projects (Green Line, Orange Line, and/or Blue Line). The following Special Provisions will be prepared, modified or updated as part of this task:

1. Special Provisions for PA system.
2. Special Provisions for TWC system.
3. Special Provisions for VMS system.

Assumptions:

- All removals of existing equipment (i.e. PA, VMS, TWC) and cabling will be shown on the same site plan as the new equipment. Separate demolition site plans are not included.

- All new cabling will be installed in existing conduit and pull boxes. No new conduit or pull boxes are included.
- Electrical power and lighting design, except where required for new communications equipment identified above.
- All new communications equipment will be connected to the existing network switch.
- All existing communications cabinets are connected to the WAN network and no WAN modifications will be required to connect the new communications equipment to MTS Operation Control Center.
- Integration of the new communications equipment into the existing Advanced Inventory Management System (AIMS) will be completed by others.
- All upgrades will be within the site platform, no upgrades within transit centers or parking lots are included

Task 3- Support during Bidding

As part of this task, the Consultant will provide design support services during bidding as directed by the MTS Project Manager on an as-needed, time and material basis and within the budget provided in Attachment B. This budget for this task will be monitored by the consultant and MTS and adjustments will be made, if required, in an amendment.

Support may include assisting MTS with responses to questions from the contractor during bidding and/or other assistance as directed by the MTS PM.

Additionally, this task includes effort for progress report, invoicing, and administration of work during the bid phase of the project, assumed to be 2 months.

IV. DELIVERABLES

- 65% Construction Documents
- 95% Construction Documents
- Final (signed and sealed) Construction Documents

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

- 65% Submittal: 6 weeks from NTP
- 95% Submittal: 3 weeks from receipt of 65% Submittal comments
- Final Submittal: 2 Weeks from receipt of 95% Submittal comments

Work Order Estimate Summary

Att. B, AI 13, 7/17/14

MTS Doc. No. **G1493.0-13**

Work Order No. **13-05.1**

Attachment: **B**

Work Order Title: **Green Line Communication System Upgrades – Phase
2: Design Services**

Project No: **G1493.0-13**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Green Line Communications Upgrades - Phase 2	\$233,824.49
2			

Totals = **\$233,824.49**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	140	\$22,359.96
2	Task 2	Design Plans	1,469	\$195,611.75
3	Task 3	Support during Bidding	100	\$15,852.78

Totals = **1,709.0** **\$233,824.49**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Kimley-Horn and Associates	1,709	\$233,824.49

Totals = **1,709.0** **\$233,824.49**

Work Order Estimate Summary

MTS Doc. No.:	G1493.0-13
Work Order No.:	13-05.1

Attachment: B

Consultant/Subconsultant: **Kimley-Horn**

Work Order Title: **Green Line Communication System Upgrades – Phase 2: Design Services**

Total Hours =	1,709
Total Costs =	\$233,824.49

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Dennis Landall Contract Manager	Robin Oatman Work Order Manager	Anthony Podgiecz Senior Engineer I	Technical Expert - QA/QC	Senior Engineer I (Structural)	Engineer III (Electrical)	Engineer I (Electrical)	Designer	Accounting Admin	Total Hours	Totals
1	Task 1	Project Management and Coordination: Project Admin (Involving, Management, Schedule, etc.) General Design Coordination with MTS Bi-Weekly Conference Calls (up to 6) Monthly Progress Meetings (up to 4)	N/A	4	8	4	2	10	8	12				
2	Task 2	Design Plans Cover, Sheet Index, Site Map (2 sheets) General Notes (1 sheet) Communications Site Plan (1 sheet) (20 sheets) Communications room upgrades (2 sheets per station, 6 sheets) Typical 3-bay communications cabinet and pad detail (1 sheet) Custom 3-bay equipment rack layout detail (6 sheets) Typical PA system block diagram (1 sheet) Typical PLC Wiring diagram (1 sheet) Typical TWC loop seawall installation detail (1 sheet) Typical bi-directional TWC equipment configuration (1 sheet) Preliminary VMS network equipment port designations (1 sheet) Preliminary VMS Network Detail (3 sheets) Preliminary Santee VMS Pole Detail (2 sheets) Existing VMS Structure Analysis (up to 2 structures) 95% Opinion of Probable Construction Cost QA/QC 95% Submittal 95% Submittal - Comment Resolution 95% Submittal Comments from 95% Submittal Communications Wiring plan (1 sheet per station, 20 sheets) Electrical Panel Schedule (4 stations per sheet, 3 sheets) Final VMS Connection Details (3 sheets) Final Santee VMS Pole Detail (2 sheets) 95% Specifications 95% Opinion of Probable Construction Cost QA/QC 95% Submittal 95% Submittal - Comment Resolution Final Submittal Address Comments from 95% Submittal Final Specifications QA/QC Final Submittal Final Opinion of Probable Construction Cost Other Direct Costs	N/A	4	8	16	2	44	12					
3	Task 3	Support during Bidding Coordination with MTS during Bidding Project Admin (Involving, Management, Schedule, etc.) Attend Pre-Con meeting	N/A	2	8	4	8	24	32	12		6	6	
Totals (Summary) = Total (Hours) = Total (Costs) = Percentage of Total (Hours) = Percentage of Total (Costs) = 100%														

Work Order Estimate
Summary

Consultant/ Subconsultant: Kimley-Horn

Contract No: G1493.0-13

Task Order No. 13-05.1

Attachment: B

Work Order Title: Green Line Communication System Upgrades – Phase 2: Design Services

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Hotel	Night	\$125.00			2	\$250.00						
2	Airfare	Each	\$400.00			3	\$1,200.00	1	\$400.00				
3	Meals	day	\$60.00			3	\$180.00	1	\$60.00				
4	Mileage	Mi	\$0.57			200	\$113.00						
5	Trolley Day Pass	Each	\$5.00			8	\$40.00						
6	Printing	LS	\$250.00			1	\$250.00						
7	Courier	Each	\$20.00			2	\$40.00						
8	Miscellaneous	LS	\$7,500.00			1	\$7,500.00						
9													
10													
				Subtotal =		Subtotal = \$9,573.00		Subtotal = \$460.00		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Quantity	Total	Task 1		Task 2		Task 3		Task 4		Task 5		Totals	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Hotel													2	\$250.00
2	Airfare													4	\$1,600.00
3	Meals													4	\$240.00
4	Mileage													200	\$113.00
5	Trolley Day Pass													8	\$40.00
6	Printing													1	\$250.00
7	Courier													2	\$40.00
8	Miscellaneous													1	\$7,500.00
9															
10															
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals = \$10,033.00	



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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 17, 2014

**Draft for
Executive Committee
Review Date: 7-10-14**

SUBJECT:

PARKING LOT SWEEPING SERVICES - CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to:

1. Execute MTS Doc. No. L1197.0-14 (in substantially the same format as Attachment A) with San Diego Sweeping Services for the provision of parking lot sweeping services for a three (3) year base period and two (2) one-year optional terms exercisable at MTS's sole determination; and
2. Exercise each option year at the CEO's discretion.

Budget Impact

The value of this agreement will not exceed \$162,120.00. Funding will be from the respective fiscal years' Facilities Maintenance operating budget account 381-53710, as follows:

Base Year 1 (FY 2015)	= \$ 32,424.00
Base Year 2 (FY 2016)	= \$ 32,424.00
Base Year 3 (FY 2017)	= \$ 32,424.00
Option Year 1 (FY 2018)	= \$ 32,424.00
Option Year 2 (FY 2019)	= \$ 32,424.00
Grand Total	= \$ 162,120.00

DISCUSSION:

Sweeping services are needed by MTS's Facilities Maintenance to keep the Trolley station parking lots clean of debris and safe for the public. The proposed sweeping services will prevent the buildup of dirt and debris in the trolley station parking lots.

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.

MTS Policy No. 52, governing the procurement of goods and services, requires a formal competitive process for procurements exceeding \$100,000.

An Invitation for Bid (IFB) was issued on May 8, 2014. Six (6) responsive and responsible bids were received on the due date of June 10, 2014. The bidders were, San Diego Sweeping Services, Aztec Landscaping, Cannon Pacific Services, Clark Services, Clean Street and NMS Management.

After conducting a price analysis, staff determined that the pricing presented by San Diego Sweeping Services was fair and reasonable and was the lowest responsive and responsible bid relative to their competitors.

A handwritten signature in black ink that reads "Sharon Cooney" followed by a stylized flourish.

Paul C. Jablonski
Chief Executive Officer

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

Attachment A. Draft MTS Doc. No. L1197.0-14

**ATTACHMENT A
(DRAFT)**

**STANDARD SERVICES AGREEMENT
FOR
PARKING LOT SWEEPING SERVICES**

L1197.0-14
CONTRACT NUMBER

FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2014, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: San Diego Sweeping Services

Address: 1597 Woodlark Court

Form of Business: Sole Proprietor
(Corporation, partnership, sole proprietor, etc.)

Chula Vista, CA 91911

Telephone: 619-941-1747

Authorized person to sign contracts: Steven J. Reid Owner
Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services, as follows:

Parking Lot Sweeping services, as specified in the Scope of Work (attached as Exhibit A), San Diego Sweeping Services Bid dated May 10, 2014 (attached as Exhibit B), and in accordance with the Standard Conditions Services Agreement, including the Standard Conditions Services (attached as Exhibit C), and the Federal Requirements (attached as Exhibits D). This contract will be effective for a three (3) year base period, from August 1, 2014 thru July 31, 2017; with the option of two (2) one-year extensions from August 1, 2017 thru July 31, 2018 and August 1, 2018 thru July 31, 2019, to be exercised at the sole discretion of MTS.

Total contract will be in the amount of **\$162,120.00**.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 162,120.00	381-53710	FY 15-19

By: _____
Chief Financial Officer Date

(___ total pages, each bearing contract number)

SA-SERVICES REVISED (REV 6-13)
DATE