

**THIS PRINT COVERS CALENDAR ITEM NO. 10.10**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Transit Services

**BRIEF DESCRIPTION**

Authorizing the Director of Transportation to execute Modification No. 1 to Contract No. CPT-672, Replacement of Video Surveillance Systems in Revenue Vehicles, with Henry Bros. Electronics, Inc., to exercise an option to complete the replacement of video surveillance equipment on the Muni fleet by installing such equipment in up to 613 revenue vehicles, and to provide wayside equipment in four remaining SFMTA facilities, increasing the total contract amount by \$3,214,512 to \$9,203,398, and increasing the term of the contract by one year for a total of five years.

**SUMMARY:**

- On July 17, 2012, the Municipal Transportation Agency Board of Directors adopted Resolution No. 12-102, which awarded Contract No. CPT 672, Replacement of Video Surveillance Systems In Revenue Vehicles, to Henry Bros. Electronics, Inc. in the amount of \$5,988,886 and for a duration of four years.
- The base award for this Contract provided for the replacement of all existing digital video recording and surveillance system (DVRS) equipment in 357 revenue vehicles. The Contract also included an option to install DVRS equipment in 613 additional vehicles.
- Contract Modification No. 1 exercises the option to install replacement DVRS equipment in 613 additional vehicles, and makes adjustments to the quantities of different vehicle types to accommodate changes to the current fleet composition.
- This contract modification is fully funded by a grant from the Department of Homeland Security. A local match is not required.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Contract Modification No. 1

**APPROVALS:**

**DATE**

DIRECTOR: \_\_\_\_\_

August 12, 2013

SECRETARY: \_\_\_\_\_

August 12, 2013

**ASSIGNED SFMTAB CALENDAR DATE:** August 20, 2013

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### **PURPOSE:**

The purpose of this project is to replace the existing video surveillance systems in SFMTA's fleet of revenue vehicles with a reliable and technologically advanced system to increase passenger safety and improve reliability and maintainability of the system. The purpose of Contract Modification No. 1 is to complete the DVRS replacement in the entire revenue vehicle fleet.

### **GOAL:**

The goal of this project is to improve equipment reliability in order to meet the following goals and objectives of the SFMTA's Strategic Plan:

- Goal 1: Create a safer transportation experience for everyone
  - Objective 1.1: Improve security for transportation system users
  - Objective 1.2: Improve workplace safety and security
  - Objective 1.3: Improve the safety of the transportation system
- Goal 2: Make transit, walking, bicycling, taxi, ridesharing and carsharing the preferred means of travel
  - Objective 2.1: Improve customer service and communications
  - Objective 2.2: Improve transit performance
- Goal 3: Improve the environment and quality of life in San Francisco
  - Objective 3.2: Increase the transportation system's positive impact to economy
  - Objective 3.4: Deliver services efficiently
- Goal 4: Create a workplace that delivers outstanding service
  - Objective 4.1: Create a collaborative and innovative work environment
  - Objective 4.2: Improve employee accountability

### **DESCRIPTION:**

#### **Background**

On July 17, 2012, the Municipal Transportation Agency Board of Directors adopted Resolution No. 12-102, which awarded Contract No. CPT 672, Replacement of Video Surveillance Systems In Revenue Vehicles, to Henry Bros. Electronics, Inc. in the amount of \$5,988,886 and for a duration of four years. The Contract is to replace the existing video surveillance systems in SFMTA's fleet of revenue vehicles with a reliable and technologically advanced system to increase passenger safety and improve reliability and maintainability of the system. Under the Contract, Henry Bros. will replace all existing digital video recording and surveillance system (DVRS) equipment on SFMTA revenue transit vehicles, including diesel and hybrid-electric diesel buses, trolley coaches, LRVs and historic street cars (the "Project"). The new DVRS equipment will monitor and record events that occur inside, in front of, or on the side of the transit vehicles. The Contract includes an option to complete replacement of DVRS equipment on the rest of the fleet and install wayside equipment at the remaining facilities.

**Current Status of Work:**

Under the base contract, Henry Bros. provided parts and installed equipment on 357 buses, together with wayside equipment at three yards (Potrero, Presidio and Kirkland). Henry Bros. has completed installation of DVRS equipment on the following transit vehicles: 44 NABI clean-diesel standard coaches, 40 New Flyer articulated trolley coaches, 33 ETI articulated trolley coaches, and 240 ETI standard trolley coaches.

**Scope of Work of Option:**

Under the option in the contract, Henry Bros. would replace the DVRS equipment in up to 613 additional transit vehicles. The option vehicles include 205 Neoplan standard coaches, 124 Neoplan articulated coaches, 6 New Flyer articulated coaches, 41 Gillig standard coaches, 56 Orion hybrid coaches, 30 Orion 30' hybrid coaches, and 151 AnsaldoBreda light rail vehicles. The option also includes installation of wayside equipment at the remaining four SFMTA Facilities (Woods, Flynn, Green and Muni Metro East).

Through Contract Modification No. 1, SFMTA will exercise the Option to complete installation of the DVRS equipment on up to 613 vehicles. Because of the long lead time for much of the DVRS Equipment for the remaining fleet, as well as for the wayside equipment for the four SFMTA facilities discussed above, SFMTA's Contracts Division will procure this equipment separately. This procurement strategy will enable the equipment to be ordered in a much more expeditious manner.

**ALTERNATIVES CONSIDERED:**

Replacing the system with new technology, as opposed to repairing existing outdated 1990 era technology, was considered the best course of action when the original contract was executed. Completing the fleet replacement, providing uniform, updated technology units, was the only alternative considered when exercising this option.

Further, as discussed above, SFMTA considered exercising the option for both equipment and installation, but elected to procure the equipment separately to obtain it sooner.

**FUNDING IMPACT:**

This contract is fully funded by the Department of Homeland Security.

**OTHER APPROVAL RECEIVED OR STILL REQUIRED:**

No other City approvals are required. The City Attorney's Office has reviewed this calendar item.

**RECOMMENDATIONS:**

Staff recommends that the SFMTA Board authorize the Director of Transportation to execute Contract Modification No. 1 to Contract No. CPT 672, Replacement of Video Surveillance Systems In Revenue Vehicle, with Henry Bros. Electronics, Inc., increasing the contract amount by \$3,214,512 to \$9,203,398 and increasing the term of the contract by one year for a total contract term of five years.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The existing video surveillance systems in SFMTA's revenue fleet are outdated and require excessive maintenance; and,

WHEREAS, On July 17, 2012, the SFMTA Board of Directors adopted Resolution 12-102, which authorized the Director of Transportation to execute Contract No. CPT 672, Replacement of Video Surveillance Systems in Revenue Vehicles , with Henry Bros. Electronics, Inc. (Henry Bros.) in an amount not to exceed \$5,988,886 and for a term of four years (Base Contract); and,

WHEREAS, Under the Base Contract, Henry Bros. replaced the digital video recording and surveillance system (DVRs) equipment in 357 Muni revenue vehicles (44 NABI clean-diesel standard coaches, 40 New Flyer articulated trolley coaches, 33 ETI articulated trolley coaches, and 240 ETI standard trolley coaches), and wayside equipment at three Muni yards (Potrero, Presidio and Kirkland); and

WHEREAS, The Contract includes an option to replace DVRs equipment in up to 613 additional vehicles and wayside equipment in four remaining facilities; and,

WHEREAS, To complete the replacement of video surveillance systems on the remaining fleet, the SFMTA wishes to exercise the option, which includes installation of DVRs equipment on the following vehicles: 205 Neoplan standard coaches, 124 articulated Neoplan coaches, 6 New Flyer articulated coaches, 41 Gillig standard coaches, 56 Orion standard coaches, 30 Orion 30-foot hybrid coaches and 151 AnsaldoBreda light rail vehicles; and installation of wayside equipment at four Muni yards (Woods, Flynn, Green and Muni Metro East); and,

WHEREAS, This contract is fully funded by the Department of Homeland Security; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute Modification No. 1 to Contract No. CPT-672, Replacement of Video Surveillance Systems in Revenue Vehicles, with Henry Bros, Electronics, Inc., to exercise an option to complete the replacement of video surveillance equipment on the Muni fleet by installing such equipment in up to 613 revenue vehicles, and to provide wayside equipment in four remaining SFMTA facilities, increasing the total contract amount by \$3,214,512 to \$9,203,398, and increasing the term of the contract by one year for a total of five years.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of August 20, 2013.

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**City and County of San Francisco  
San Francisco Municipal Transportation Agency  
One South Van Ness 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Contract Modification No. 1**

**To**

**Agreement between the City and County of San Francisco and**

**Henry Bros. Electronics, Inc.**

**For The**

**Replacement of Video Surveillance Systems  
in SFMTA Revenue Transit Vehicles**

**Contract No. CPT 672**

This Modification No. 1 to the Agreement is made this \_\_\_\_\_ day of August, 2013, in the City and County of San Francisco, State of California, by and between: Henry Bros. Electronics, Inc. (“Contractor”) and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

**Recitals**

**A.** On July 17, 2012, the SFMTA Board of Directors adopted Resolution No. 12-102, which authorized the Director of Transportation to execute Contract No. CPT 672, Replacement of Video Surveillance Systems in Revenue Vehicles, with Henry Bros. Electronics, Inc. (the Contract), for an amount not to exceed \$5,988,886 and a term of four years.

**B.** The City wishes to exercise the option for Items 9-22 on Exhibit C-1 of the Contract, thereby increasing the Contract by \$3,214,512 for a total contract amount not to exceed \$9,203,398, and increasing the term of the contract by one year to five years.

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Section 2 (Term of the Agreement) is amended to read as follows:**

Subject to Section 1, the term of this Agreement shall not exceed five years from the Effective Date.

**2. Section 4 (Services Contractor Agrees to Perform) is amended to read as follows:**

The Contractor agrees to perform the services provided for in the “Technical Specifications,” and in the Contractor's Proposal (as incorporated into the Conformed Contract Documents), according to the Project Delivery Schedule set forth in Exhibit B and Exhibit B-1.

**3. Section 5 (Compensation) is amended to read as follows:**

In no event shall the amount of this Agreement exceed Nine Million, Two Hundred Three Thousand, Three Hundred Ninety Eight Dollars (\$9,203,398). The breakdown of costs associated with this Agreement appears in the Price Schedule (Exhibit C, Exhibit C-1, and Exhibit C-1A) incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments. City will not make price adjustments to this Contract to protect Contractor from economic inflation.

**4. Section 19 (Liquidated Damages) is amended to replace the table of “Liquidated Damages for Option Vehicles” with the following table:**

Liquidated Damages for Option Vehicles:

	<b>First 10 days late</b>	<b>Next 10 days late</b>	<b>Each successive day late</b>
Failure to complete installation of the DVRS Equipment by the times stated in Exhibit B – 1	\$250 per vehicle per day for the first 10 days installation is late	\$350 per vehicle per day for the next 10 days installation is late	\$500 per vehicle per day for each successive day installation is late (21+ days)
Failure to complete acceptance of the DVRS Equipment by the times stated in Exhibit B – 1	\$250 per vehicle per day for the first 10 days acceptance is late	\$350 per vehicle per day for the next 10 days acceptance is late	\$500 per vehicle per day for each successive day acceptance is late (21+ days)

	<b>First 10 days late</b>	<b>Next 10 days late</b>	<b>Each successive day late</b>
Failure to provide a Fleet Defect Work Plan as required in Section 1.5 of the Technical Specifications	\$250 per day for day 11 – 20 after notification of a fleet defect	\$350 per day for day 21 – 30 after notification of a fleet defect	\$500 per day for the next 31+ days
Failure to correct the fleet defect in the vehicles in accordance with the Fleet Defect Work Program	\$250 per vehicle per day for days 1-19 after the time specified for correction in the approved Fleet Defect Work Program	\$350 per vehicle per day for days 20 - 29 after the time specified for correction in the approved Fleet Defect Work Program	\$500 per vehicle per day beginning on day 30 after the time specified for correction in the approved Fleet Defect Work Program
Failure to deliver spare parts by the time required in Exhibit B-1	\$500 per day		

5. **Exhibit B-1 is deleted in its entirety and replaced with a new Exhibit B-1, attached.**
6. **Exhibit C-1A is added to the Agreement.**
7. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY  
San Francisco Municipal  
Transportation Agency

CONTRACTOR  
Henry Bros. Electronics

\_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation

\_\_\_\_\_  
Michael Fink  
Vice President, Contracts  
4820 Eastgate Mall Ste. 200  
San Diego, CA 92121

Approved as to Form:

Dennis J. Herrera  
City Attorney

By \_\_\_\_\_  
Robin M. Reitzes  
Deputy City Attorney

SFMTA Board of Directors  
Resolution No. \_\_\_\_\_  
Dated: \_\_\_\_\_  
Attest:

\_\_\_\_\_  
Roberta Boomer  
Secretary, SFMTA Board of Directors



**EXHIBIT B-1:  
PROJECT DELIVERY SCHEDULE FOR OPTION VEHICLES**

Completion of items as indicated below shall occur before the time periods listed have elapsed.

	<b>Items</b>	<b>Calendar days after NTP for the option vehicles</b>
1	Detailed Project Schedule	5
2	Complete Delivery of Publications (Manuals, Parts Book, Drawings)	60
3	Complete Installation of Viewing Station	30
4	Complete Installation of Wayside Equipment.	30
5	Complete Delivery of 25% of Spare Parts	60
6	Complete Delivery of 50% of Spare Parts	90
7	Complete Delivery of 75% of Spare Parts	120
8	Complete Delivery of 100% of Spare Parts	160
9	Complete Installation of the DVRS Equipment on the last Rubber Tire Vehicle	160
10	Complete Acceptance of the DVRS Equipment on the last Rubber Tire Vehicle	190
11	Complete Installation of the DVRS Equipment on the last LRV	200
12	Complete Acceptance of the DVRS Equipment on the last LRV	230

**Deliveries:**

Due to service demands, SFMTA can only allow the Contractor to work on the Vehicles between the hours of 7:00 pm and 5:00 am Monday through Friday or between 7:00 am and 5:00 pm Saturdays and Sunday. It may be possible to change the proposed night time work schedule to the morning hours but that will depend on the availability of the Vehicles. Work will be performed in the maintenance yards where the buses are parked.

**EXHIBIT C-1A:  
SCHEDULE OF PRICES FOR OPTION VEHICLES  
(From Exhibit C-1)**

<b>Line Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
9	Labor to Install Video Surveillance System in SFMTA's 40-ft Neoplan Coaches	\$ 2,806	205	\$ 575,230
10	Labor to Install Video Surveillance System in SFMTA's 60-ft articulated Neoplan Coaches	\$ 3,134	124	\$ 388,616
11	Labor to Install Video Surveillance System in SFMTA's 60-ft Articulated NF Coaches	\$ 3,134	6	\$ 18,804
12	Labor to Install Video Surveillance System in SFMTA's 40-ft Gillig Coaches	\$ 2,806	41	\$ 115,046
13	Labor to Install Video Surveillance System in SFMTA's 40-ft Orion Coaches	\$ 2,806	56	\$ 157,136
14	Labor to Install Video Surveillance System in SFMTA's 30-ft Orion Coaches	\$ 2,806	30	\$ 84,180
15	Labor to Install Video Surveillance System in SFMTA's AnsaldoBreda Light Rail Vehicles	\$ 4,500	151	\$ 679,500
16	Labor to Install Wayside Equipment in each Maintenance Yard	\$ 75,000	4	\$ 300,000
17, 18	Supply Viewing Stations; Labor to Install and Start Up Viewing Stations	\$ 3,900	6	\$ 23,400
19	Spare DVRs	\$ 3,980	70	\$ 278,600
20	Spare Hard Drives	\$ 450	400	\$ 180,000
21	Spare Removable Solid State media	\$ 450	400	\$ 180,000
22	Spare Cameras	\$ 292.50	800	\$ 234,000
<b>Total</b>				<b>\$ 3,214,512</b>