

**POTOMAC AND RAPPAHANNOCK  
TRANSPORTATION COMMISSION**

**RESOLUTION**

**MOTION:** \_\_\_\_\_

**RESOLUTION NO. 08-12-\_\_\_\_  
OFFICIAL COMMISSION MEETING  
DECEMBER 4, 2008**

**SECOND:** \_\_\_\_\_

**RE: PRTC – FIRST TRANSIT CONTRACT – CHANGE ORDER NUMBER  
TEN**

**WHEREAS**, the Potomac and Rappahannock Transportation Commission (PRTC) management has concluded after completing a PRTC Transit Center facility assessment that:

- The current contract language delineating the division of responsibilities between PRTC and First Transit for facility maintenance and capital repairs/replacements is lacking sufficient specificity/clarity about First Transit's facility-related responsibilities; and
- The replacement/rehabilitation of large capital items beyond their useful life should be the facility owner/landlord's (PRTC's) responsibility rather than the contractor's (First Transit); and
- The replacement/rehabilitation of large capital items before the end of their useful life will be a shared cost of First Transit and PRTC in which PRTC's share equates to the proportionate share of the useful life already expended as of the time of rehabilitation/replacement if the premature rehabilitation/replacement is not a consequence of lax maintenance OR a lesser amount if the premature rehabilitation/replacement is a consequence of lax maintenance; and
- The preventive maintenance, inspection, repair, rehabilitation, and replacement of areas such as structural components, building fascia, roof, and windows before the end of their useful life should not be the contractor's responsibility so long as necessary work before the end of the component's useful life is not a consequence of lax maintenance or abuse by the contractor; and

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- More specificity about the contractor's ongoing maintenance responsibilities than the language appearing in the PRTC – First Transit contract is warranted, to liken the contractor's responsibilities for its area of the Transit Center to the maintenance practices of PRTC in its portion of the Transit Center facility (including painting and carpet and flooring replacement).

**WHEREAS**, to these ends, PRTC management prepared amendatory language that First Transit is agreeable to, which has been presented to the PRTC for review and approval in the form of Change Order Number 10.

**NOW, THEREFORE, BE IT RESOLVED** that the Potomac and Rappahannock Transportation Commission does hereby authorize the Executive Director to memorialize these changes to the contract in the form of a change order (Change Order Number Ten).

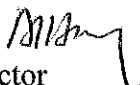


Potomac and Rappahannock  
Transportation Commission

14700 Potomac Mills Road  
Woodbridge, VA 22192

December 4, 2008

TO: Chairman Jones and Commissioners

FROM: Alfred H. Harf   
Executive Director

RE: PRTC – First Transit Contract – Change Order Number Ten

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Recommendation:

Authorize the execution of Change Order Number Ten to the PRTC – First Transit contract as proposed. Change Order Number Ten amends the division of responsibility for PRTC Transit Center facility maintenance and capital repairs and provides greater clarity about the responsibilities borne by First Transit.

The proposed Change Order is a byproduct of the recently completed facility assessment performed by Studio JAED with the Commission's authorization. The completed facility assessment caused management to recognize that the specifications related to facility maintenance and capital repairs in the "request for proposals" (RFP) that led to First Transit's selection as PRTC's service contractor were wanting in some respects, which the proposed Change Order would remedy.

Background:

The Commission authorized the award of a contract to Studio JAED to conduct a facility assessment of the entire PRTC Transit Center, including systems and areas that First Transit is obligated under the PRTC – First Transit contract to maintain. While the principal aims of the facility assessment were to establish a framework for monitoring facility conditions, assess the adequacy of facility maintenance practices, and develop a set of standards to guide future capital repairs/capital budgeting, the assessment ended up serving the added purpose of allowing a constructively critical examination of how the PRTC – First Transit contract delineates facility maintenance responsibilities between the contractor and PRTC. That constructively critical examination caused management to conclude that the current contract language could stand some improvement in two respects: It does not differentiate between capital repairs required during the normal course of facility maintenance and capital repairs that are ultimately required when an element of the facility reaches the end of its usable life (e.g., garage doors, underground fuel tanks); and

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- Specifications about facility maintenance in certain areas were insufficiently detailed to clearly enumerate what the contractor's obligations are.

With regard to the first of these issues, the PRTC-First Transit contract states "All maintenance and repair to all aspects of the facility in the Contractor Areas, except for the HVAC, plumbing, and electrical systems, shall be the responsibility of the Contractor." Read literally, this language can be interpreted to mean that the contractor is responsible for overhaul and/or replacement of large capital items that have exceeded their estimated useful life (Studio JAED provided estimated useful lives of systems, equipment, components, etc.) but, candidly speaking, this was not something that management had thought about much less intended when it drafted the specifications for the competitive procurement of a transit operator back in 2002 (when the facility was less than five years old). Now that the assessment has been completed and management's awareness of this issue has been heightened, we have concluded that rehabilitation/replacement of large capital items beyond their useful life should be PRTC's responsibility as the facility owner/landlord. The same holds true for certain items, such as structural components, building fascia, roof, and windows; however, management feels the owner (PRTC) should be responsible for performing PMs, inspections, and repairs, in addition to rehabilitation/replacement, so long as needed repair, rehabilitation, or replacement is not the end result of lax maintenance by the contractor.

With regard to the second issue, the contract states "The Contractor shall maintain its assigned areas in neat and clean condition..." and "The Contractor is responsible for non-routine cleaning, such as carpeting, windows, walls, etc..." but does not provide sufficient specificity to make it clear exactly what these responsibilities encompass. Management has concluded that greater specificity is needed such that maintenance expectations in the portion of the Transit Center that the contractor must maintain is comparable to expectations in the portion of the Center that PRTC maintains (e.g., carpet replacement when soils are beyond the point of cleaning remediation and periodic painting).

To these ends, management prepared the following definitions and proposed them to First Transit, with the proviso that if they were deemed acceptable to First Transit, the Commission would need to be asked to authorize a contract amendment. First Transit has agreed and thus management is seeking the Commission's authorization to amend the contract accordingly:

- Facility Rehabilitation/Replacements. For all items identified on the attached chart and non-defined items of similar complexion, First Transit shall continue to maintain, provide repairs, and perform PMs/inspections until such time that repairs are no longer cost-effective. Replacements when necessary are of three varieties: (1) items costing \$5K or less; (2) items costing more than \$5K that need to be replaced before they've reached the end of their anticipated useful life; and (3) items costing more than \$5K that need to be replaced sometime after they've reached the end of their anticipated useful life.

Items in category (1) are First Transit's cost to bear exclusively, which is not a contract change. Items in category (3) are proposed to be a cost that PRTC bears exclusively (a contract change). Items in category (2) are proposed to be a shared cost of First Transit and PRTC in which PRTC's share equates to the proportionate share of the useful life already expended as of the time of rehabilitation/replacement if the premature rehabilitation/replacement is not a consequence of lax maintenance OR a lesser amount if the premature rehabilitation/replacement is a consequence of lax maintenance (also a contract change). Determinations of PRTC's share for category (2) items would be PRTC's to decide governed by these general principles. If no records exist that would enable such a determination, PRTC may seek the opinion of a 3rd party at its sole discretion (e.g., Studio JAED) before PRTC decides.

- Painting, flooring, carpeting and similar maintenance/upkeep items. First Transit shall be responsible for maintaining its contractually-defined areas in a condition, state of repair, and appearance similar to that for comparable areas in PRTC portions of the facility (added specificity to the contract language). Such items are exempt from the above PRTC financial participation.

As shown on the attached chart, the only large capital item (replacement cost estimated to be greater than \$5,000) that will be beyond its expected life and require replacement prior to the end of the First Transit contract is the epoxy-based flooring in the maintenance wing, estimated by Studio JAED to cost \$52,215. If the Commission approves this proposed change order, management will account for this capital expense in its budgeting.

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Fiscal Impact:

The fiscal impact under the current contract is limited to replacement of items costing in excess of \$5,000 that become PRTC's obligations by virtue of the proposed change order, namely: the epoxy-based flooring in the maintenance wing (estimated cost of \$52,215) and those capital replacements costing more than \$5K that require replacement before the end of their estimated useful lives applying the criteria described in connection with category (2). There are no known capital replacements of this sort at this time.

Attachment: As stated



