



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

## Agenda

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

September 16, 2021

9:00 a.m.

\*Meeting will be held via webinar\*

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#### ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - [July 29, 2021](#) Approve
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.

Please SILENCE electronics  
during the meeting



## CONSENT ITEMS

6. [Fiscal Year \(FY\) 2020-2021 and FY 2021-2022 California Senate Bill \(SB\) 1 State of Good Repair \(SGR\) Funding](#) Approve  
Action would approve Resolution No. 21-15 in order to: 1) Authorize the use of, and application for, \$4,952,279 in FY 2021-22 State of Good Repair funding to be used for the ongoing SD100 Light Rail Vehicle (LRV) Replacement Project; and 2) Approve the transfer of FY 2020-21 SB1 SGR funding in the amount of \$4,955,508 to the same SD100 LRV Replacement Project as approved in the FY 2022 Capital Improvement Program (CIP).
7. [System, Applications & Products \(SAP\) Support Services – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2447.0-21, with Labyrinth Solution, Inc., for SAP Support Services for a five (5) years base term with one (1) one-year option in the amount of \$1,800,000.00.
8. [Investment Report – Quarter Ending June 30, 2021](#) Informational
9. [Communication Equipment Heating Ventilation Air Conditioning \(HVAC\) Maintenance Services – Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to exercise Amendment No. 8 to MTS Doc No. PWG225.0-17, with Comfort Mechanical, a Small Business (SB), for an increase in unscheduled repair funds and include the new stations along the Mid-Coast Trolley extension of the UC San Diego Blue Line for the remainder of the contract term, in the amount of \$110,029.00.
10. [Variable Message Signs \(VMS\) Display Assemblies for the Iris Bus Rapid Transit \(BRT\) Stations Project – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1591.0-21, with Nanov Display, Inc. (Nanov), for the supply of VMS display assemblies for the Iris Bus Rapid Transit (BRT) Stations project, in the amount of \$200,455.50.
11. [Alternating Current \(AC\) Switchgear Replacement at 43rd Street Traction Power Substation \(TPSS\) – Work Order Agreement](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC312-02 to MTS Doc. No. PWL312.0-20, with HMS Construction, Inc. (HMS), in the amount of \$261,186.31 for replacement of the obsolete AC Switchgear at the 43rd Street TPSS.
12. [Rail Replacement - America Plaza and Kettner Grade Crossing - Work Order Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. MTSJOC269-11.01, under MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), for the procurement of additional direct fixation fasteners necessary per the revised construction drawings in the amount of \$51,721.15, plus an additional project contingency of \$150,000 for potential unforeseen repairs.

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| 13. | <a href="#"><u>Closed Circuit Television (CCTV) Maintenance Services – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG335.0-21, with Electro Specialty Systems (ESS), for CCTV Maintenance Services totaling \$771,035.74 for five (5) years.  | Approve |
| 14. | <a href="#"><u>California Network and Telecommunications (CALNET) Program Next Generation Telecommunications Services (CALNET 4)</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2510.0-22 with AT&T Corp. for Telecommunication Services under the specified CALNET Next Generation (CALNET 4) Authorization to Order (ATO) in the amount of \$3,084,795.00 from January 1, 2022 through June 30, 2029.   | Approve |
| 15. | <a href="#"><u>Enterprise and Rio Vista Wall Survey – Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1948-AE-67 to MTS Doc. No. G1948.0-17 with HNTB Corporation (HNTB) in the amount of \$111,766.08 for the Enterprise and Rio Vista retaining wall survey.  | Approve |
| 16. | <a href="#"><u>Minibus and Americans With Disabilities Act (ADA) Paratransit Fixed Route Services – Contract Amendment</u></a><br>Action would 1) Ratify Amendments 1-3 with First Transit, Inc. (First Transit) in the total amount of \$70,866.84; and 2) Approve Amendment No. 4 to MTS Doc. No. B0703.0-19 to authorize the Chief Executive Officer (CEO) to purchase one set of four mobile column lifts, for a total of \$49,507.24.  | Approve |
| 17. | <a href="#"><u>Trapeze Software License and Maintenance Support – Contract Amendment</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2253.4-19 with Trapeze Software Group, Inc. in amount of \$599,554.00 to add the renewal of Software licensing and maintenance support for a three (3) year base period with five (5) one-year options exercisable under MTS sole discretion.  | Approve |
| 18. | <a href="#"><u>Americans With Disabilities Act (ADA) Bus Stop Improvements Phase 2 – Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC275-22 under Job Order Contract (JOC) to MTS Doc. No. PWG275.0-19 with ABC General Contractor, Inc. (ABCGC), in the amount of \$107,606.85 plus a 30% contingency in the amount of \$32,282.06 for anticipated design changes for installing of ADA bus stop improvements in various locations in the southern San Diego Area, for a total of \$139,888.91. | Approve |
| 19. | <a href="#"><u>Transit on Board Video Surveillance System (OBVSS) Post-Warranty Maintenance, Repair, And Support Services – Sole Source</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0733.0 -21, with Luminator Technology Group (LTG), on a sole source contract for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet OBVSS for a five (5) years base term with five (5) one-year options in the amount of \$10,970,864.20.                                   | Approve |

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| 20. | <a href="#"><u>Building C Roof Rehabilitation – Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-06 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC), in the amount of \$155,228.61, for rehabilitating the roof at Building C, Building A, and the Paint Booth in the Trolley yard.  | Approve |
| 21. | <a href="#"><u>Planning Services for Imperial Avenue Division (IAD) Zero Emission Bus Master Planning - Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-69 to MTS Doc. No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$367,670.49 to provide planning services for the IAD zero emission bus master planning.  | Approve |
| 22. | <a href="#"><u>Middletown – Switch 9 And 11 Construction Management Services – Work Order Amendments</u></a><br>Action would 1) Ratify Work Order Amendment No. WOA2017-CM05.01 under MTS Doc No. G2017.0-17 with CH2M HILL Engineering Group, Inc. (Jacobs) totaling \$43,082.86 for staff changes and adding inspection services for the Overhead Catenary System (OCS) at Middletown crossover; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2017-CM05.02 under MTS Doc. No. G2017.0-17 with CH2M HILL totaling \$54,214.90 for required construction management services for the replacement of the crossover at 25th and Commercial.  | Approve |
| 23. | <a href="#"><u>Regional Communication Systems (RCS) Radio Equipment – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2476.0-21 with Motorola Solutions, Inc. for RCS Radio Equipment and Installation in the amount of \$226,001.42.   | Approve |
| 24. | <a href="#"><u>Wireless Voice Communications Network Agreement with San Diego County – Imperial County Regional Communications Systems (RCS) – Contract Amendment</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. G1893.0-16 with RCS to add an additional seventy-five (75) radio connections to the RCS network for a total of two-hundred forty-five (245), and extend the contract through June 30, 2026, in the amount of \$1,047,404.89.   | Approve |
| 25. | <a href="#"><u>Elevator and Escalator Preventive Maintenance and Repair – Contract Amendment</u></a><br>Action would 1) Ratify Amendment No. 2 to MTS Doc No. PWG281.0-19 with KONE, Inc. (KONE) totaling \$27,625.00 for the provision of elevator emergency call monitoring services, and the addition of a second elevator at the Fashion Valley Station; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc No. PWG281.0-19 with KONE totaling \$993,886.29 for the provision of elevator emergency call monitoring services for sixteen (16) elevators in the Mid-Coast stations along the UC San Diego Blue Line, and elevator and escalator preventive maintenance and repair services for the aforementioned Mid-Coast elevators, as well as the second elevator at the Fashion Valley Station. | Approve |



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| 26. | <a href="#"><u>California Department of Housing and Community Development (HCD) Transit Oriented Development Program Award: Grantville Trolley Apartments</u></a><br>Action would 1) Approve Resolution No. 21-16, a revision of Resolution No. 20-15 which authorized an application to the HCD Transit-Oriented Development (TOD) Housing Program; and 2) Authorize the Chief Executive Officer to execute an Indemnification Agreement, in substantially the same format as Attachment B, with Affirmed Housing Group, Inc. | Approve |
| 27. | <a href="#"><u>Employee Appreciation Bonus</u></a><br>Action would authorize the Chief Executive Officer to provide a one-time employee appreciation bonus for employees of MTS for a cost of up to \$800,000.   | Approve |

CLOSED SESSION

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| 28. | a. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6<br><u>AGENCY:</u> San Diego Transit Corporation ("SDTC")<br><u>EMPLOYEE ORGANIZATION:</u> Amalgamated Transit Union ("ATU"), Local 1309 (Representing Bus Operators and Clerical Staff At SDTC)<br><u>AGENCY- DESIGNATED REPRESENTATIVE:</u> Jeffrey M. Stumbo, Chief Human Resources Officer (EEO Officer) | Potential Action |
|     | b. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to California Government Code Section 54956.9(b) (Significant exposure to litigation: one potential case)  | Potential Action |

NOTICED PUBLIC HEARINGS

29. None.

DISCUSSION ITEMS

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| 30. | <a href="#"><u>Palm Avenue Trolley Station Transit Oriented Development – Palm City Village (Karen Landers)</u></a><br>Action would authorize the Chief Executive Officer to: 1) Execute a Disposition and Development Agreement with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) for Buildings A, B, and C of the proposed Palm City Village Transit Oriented Development Project (National CORE DDA), in substantially the same format as Attachment A; 2) Execute a Disposition and Development Agreement with MALICK INFILL CORP, a California nonprofit public benefit corporation (Malick Infill) for Building D of the proposed Palm City Village Transit Oriented Development Project (Malick Infill DDA), in substantially the same format as Attachment B; and 3) Take all actions necessary to fulfill MTS's obligations under the National CORE DDA and the Malick Infill DDA, including, but not limited to, executing a Ground Lease for each project phase. | Approve |
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| 31. | <a href="#"><u>Evaluation of Restroom Facilities (Sharon Cooney)</u></a>   | Approve |
|     | <p>Action would direct staff to: 1) Seek additional hours of availability for the restrooms at the Mills Building (12th &amp; Imperial), America Plaza, and E Street; 2) Engage with relevant jurisdictions on reopening 24th Street, SDSU, and Lemon Grove restrooms; and 3) Seek ways to provide public information about restroom availability throughout the network, including the development of a map identifying locations of publicly-accessible restrooms, as well as libraries, parks, shopping malls, and various other locations.</p> |         |

REPORT ITEMS

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| 45. | <a href="#"><u>Pronto Launch Update (Rob Schupp)</u></a> | Informational |
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OTHER ITEMS

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| 60. | <a href="#"><u>Chair Report</u></a>   | Informational |
| 61. | <a href="#"><u>Chief Executive Officer's Report</u></a>   | Informational |
| 62. | <a href="#"><u>Board Member Communications</u></a>  | Informational |
| 63. | <p><a href="#"><u>Additional Public Comments Not on the Agenda</u></a><br/>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.</p> |               |
| 64. | <p><a href="#"><u>Next Meeting Date:</u></a> October 14, 2021.</p>  |               |
| 65. | <p><a href="#"><u>Adjournment</u></a></p>   |               |

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

MINUTES

July 29, 2021

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. Note that the meeting was conducted via webinar to comply with public health orders].

1. Roll Call

Chair Fletcher called the Board meeting to order at 9:00 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Chair Fletcher moved to approve the minutes of the June 17, 2021, MTS Board of Directors meeting. Board Member Salas seconded the motion, and the vote was 12 to 0 in favor with Board Member Elo-Rivera, Board Member Moreno and Board Member Sandke absent.

3. Public Comment

There were no Public Comments.

CONSENT ITEMS

6. Service and Maintenance of the Hegenschiedt Underfloor Wheel Truing Machine - Sole Source

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL338.0-21, a sole source award to Simmons Machine Tool Corporation (SMTC), for service and maintenance of the Hegenschiedt Underfloor Wheel Truing Machine in the amount of \$263,355.00 for a period of five (5) years from August 1, 2021 to July 31, 2026.

7. Bus Farebox Conversion – Amendment

Action would authorize the Chief Executive Officer (CEO) to execute an amendment to MTS Doc. No. B0723.1-21, with Genfare, a Division of SPX Corporation, for additional software development services and spare parts for farebox refurbishment totaling \$254,795.45.

8. Design Services for Las Chollas Creek Bridge Repair - Work Order Amendment

Action would 1) Ratify Work Order WOA1951-AE-58.02 under MTS Doc No. G1951.0-17 with Mott MacDonald, LLC (MM) totaling \$78,883.66, for permitting support, bid support, and design support during construction services; 2) Ratify Work Order amendment WOA1951-AE-58.03 under MTS Doc No. G1951.0-17 with MM totaling \$18,000.00, for sediment collection and benthic community taxonomy; and 3) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.04 under MTS Doc. No. G1951.0-17, with MM totaling \$37,957.31, for required environmental monitoring and consulting with the Coastal Commission.

9. Train Number Signs, Brackets and Support – Sole Source

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1593.0-21, a Sole Source award to Woojin IS America, Inc. (Woojin), to provide train number signs, brackets and support, as further described in the Scope of Work and Woojin Quote, in the amount of \$175,170.13.

10. Provision of HPE Configure to Order (CTO) Servers and Support for Closed-Circuit Television (CCTV) Video Storage of San Diego Metropolitan Transit System (MTS) Server Refresh and Mid-Coast Trolley Extension Project– Purchase Order  
Action would the Chief Executive Officer (CEO) to execute a Purchase Order to Nth Generation Computing Inc. for the provision of HPE CTO Servers and ongoing support services for CCTV Video Storage of MTS Server Refresh and Mid-Coast Trolley Extension Project in the amount of \$123,126.10.
11. Blue Line Rail Plug Install - Work Order Agreement  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC269-12, under MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), in the amount of \$95,897.59, and a 10% contingency in the amount of \$9,589.76, for a total amount of \$105,487.35 for the provision of services, materials and equipment for the installation of rail plugs at six locations along the Blue Line right-of-way.
12. Kearny Mesa Division (KMD) Zero Emission Bus (ZEB) Training Classroom – Work Order Agreement  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-03 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC), in the amount of \$132,136.13, for construction of a ZEB training classroom at KMD.
13. Fire Alarm Monitoring and Maintenance Services - Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG329.0-21, with Johnson Controls Fire Protection, LP (JCI), for the provision of fire alarm monitoring and maintenance services for a base period of three (3) years, with one (1) optional two-year extension, and one (1) optional five-year extension for a total contract value of \$1,181,926.04.
14. Increased Authorization for Legal Services Contracts To Pay Projected Expenses In Fiscal Year 2022  
Action would authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein increasing the dollar amounts of fifteen (15) legal services contracts by \$1,590,000 to cover anticipated Fiscal Year 2022 (FY 22) expenses.
15. San Diego Metropolitan Transit System Regional Scheduling System HASTUS Version 2021 Upgrade and Purchase of The BidWeb Module - Sole Source  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2494.0-21 with GIRO for the HASTUS software, licensing and upgrade to version 2021, purchase of BidWeb module and first-year maintenance support services in the amount of \$2,064,180.00
16. Construction Management (CM) On-Call Services – Contract Award  
Action authorize the Chief Executive Officer (CEO) to execute MTS CM On-Call Work Order based Master Agreements with up to six (6) firms, for the provision of On-Call CM services for a five-year period.

17. Independent Auditing Services – Amendment  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1513.6-13 Contract Amendment with The Pun Group, to extend the contract to March 31, 2023, plus a 1 option year (to March 31, 2024), and add additional funds of \$473,000.00.
18. One-Year Extension of The Fare Evasion Diversion Program Pilot  
Action would extend the Fare Evasion Diversion Program Pilot by twelve (12) months, until August 31, 2022.
19. Closure of Three (3) County of San Diego Investment Accounts  
Action would approve the closure of three (3) MTS-owned County of San Diego investment accounts (account numbers 44066, 44078 and 44081) which supported Transit Security Grant Program (TSGP) and Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) specific grant funded projects.
20. Amendment to Chief Executive Officer Employment Agreement  
Action would approve an amendment to the Executive Employment Agreement (EEA) between MTS and Sharon Cooney to provide a merit bonus, one-time annual leave increase, and a three-year contract extension.
21. California Department of Transportation (CALTRANS) Program of Projects for Federal Fiscal Year (FFY) 2021 Federal Transit Administration (FTA) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Section 5311 Rural Area Formula Funding  
Action would authorize the Chief Executive Officer (CEO) to file and execute any actions necessary on behalf of MTS with Caltrans and approve Resolution No. 21-09 authorizing the use of an application for \$888,898.00 of FFY 2021 CRRSAA Section 5311 Rural Area Formula funds for operating assistance in rural areas.
22. California Department of Transportation (CALTRANS) Program of Projects for Federal Fiscal Year (FFY) 2020 Federal Transit Administration (FTA) Coronavirus Aid, Relief, And Economic Security (CARES) Act Section 5311 Rural Area Formula Funding  
Action would authorize the Chief Executive Officer (CEO) to file and execute any actions necessary on behalf of MTS with Caltrans and to approve Resolution No. 21-10 authorizing the use of an application for \$650,716.00 of FFY 2020 CARES Act Section 5311 Rural Area Formula funds for operating assistance in rural areas.
23. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on July 13, 2021  
Action would receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information and ratify actions taken.
24. Fiscal Year 2022 Transportation Development Act Claim  
Action would adopt Resolution No. 21-11, 21-12, and 21-13 approving fiscal year 2022 Transportation Development Act Article 4.0, 4.5, and 8.0 claims.
25. Approve Fiscal Year 2020-21 State Transit Assistance (STA) Claim Amendment  
Action would adopt Resolution Nos. 21-11, 21-12, and 21-13 approving Fiscal Year (FY) 2022 Transportation Development Act Article 4.0, 4.5, and 8.0 claims.

26. Proposed Revisions to San Diego Metropolitan Transit System (MTS) Policy No. 41 – Signature Authority  
Action would approve the proposed revisions to MTS Policy No. 41 – Signature Authority.
27. Additional Staffing – One (1) Assistant System Safety Manager, and One (1) Assistant Manager of Field Operations  
Action would authorize the Chief Executive Officer (CEO) to add one (1) Assistant System Safety Manager and one (1) Assistant Manager of Field Operations to the position tables previously approved in the Fiscal Year 2022 budget.

Action on Recommended Consent Items

Board Member Montgomery Steppe moved to approve Consent Agenda Item Nos. 6 to 27. Chair Fletcher seconded the motion, and the vote was 13 to 0 in favor with Board Member Elo-Rivera and Board Member Moreno absent.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. Security Services – Contract Award (Al Stiehler, Sam Elmer, Larry Marinesi)

Al Stiehler, MTS Director of Transit Security and Passenger Safety; Sam Elmer, MTS Procurement Manager; and Larry Marinesi, MTS Chief Financial Officer, presented on the Security Services contract award. They outlined the following items security services, security service protocols, current contract, solicitation, evaluation criteria, initial scoring, clarifications, interviews, site visits, updated scoring, strengths of Inter-Con's proposal, Best and Final Offer (BAFO) and negotiations, protest, total estimated cost, and staff recommendation.

PUBLIC COMMENTS

*Michelle Krug* – Krug asked about an analysis to incorporate contractor roles as MTS employees.

COMMITTEE COMMENTS

Board Member Montgomery Steppe acknowledged she was not present for a similar presentation given at the Public Security Meeting due to an emergency in her district. She acknowledged the various changes MTS has undergone to address public safety issues involving the community. She continued to list challenges the committee has discussed including minimum wage adjustments and salary adjustments that would adhere to state standards. She noted that the contract included one full time equivalent (FTE) for a training staff member and asked for clarification on funding allotted to sustain training with the security officers.

Mr. Stiehler clarified this prospective contractor will retain one trainer coordinator to work directly with MTS personnel to ensure consistent levels of training. He clarified that all staff would be re-trained once the contractor was approved.

Board Member Montgomery Steppe asked about the agency's' training personnel capacity.



Mr. Stiehler replied that the first dedicated sergeant for training allows the agency to have access to annual departmental and outside agency trainings.

Board Member Montgomery Steppe highlighted the policy and operational improvements the agency has undergone within the Security department and made a motion to approve the contract.

Board Member Sandke commended the reforms staff and the Public Security Committee have done thus far. He acknowledged the efforts as opportunities for innovative models to keep the system secure. He asked Henry Hernandez, President and CEO of Inter-Con, how they are equipped to serve our clientele who may be experiencing mental health crises. He asked Mr. Hernandez the steps and tools the company takes to ensure crises are handled properly. He also asked how the prospective contractor will address lewd behavior on the system.

Mr. Hernandez discussed their various partnership contracts that require mental health crisis response training. He acknowledged his personnel's exposure to difficult interactions and their ability to successfully deescalated situations. He assured the Board that Inter-Con would carry on a culture focused on de-escalation to serve the region. He also noted the company would employ additional trainers to support the needs of the agency at no extra cost. He added that a visible presence with compassionate intent is the approach the company would take when it interacts with a mental health crisis.

Ms. Cooney assured the Board that MTS would lead and monitor the culture and direction of the security department. She also highlighted the innovative technology the prospective contractor had to offer the agency. She assured the Board that MTS would be closely monitoring the prospective contractor.

Board Member Sandke supported the motion to approve the contract.

Board Member Aguirre thanked the prospective contractor for his participation. She noted she is looking forward to the trainings and plans Inter-Con discussed that will better the system.

Board Member Goble asked for clarification on the budget increase in today's Board action.

Mr. Marinesi clarified the increase was due to wage rates. He continued that the wage increase was included because the agency believed it would incentivize employee retention.

Board Member Moreno asked why Starblast Corporation was deemed as an inferior proposal during the RFP process.

Mr. Elmer explained that the proposer did submit all the proper documentation, but did not properly respond to the scope of work.

Board Member Moreno asked staff what made the AllState Security submittal technically inferior.

Mr. Elmer explained that the AllState Security proposed cost made them competitive and receive the maximum points possible for that category; however, their proposal did not meet the proper technical requirements listed in the scope of work.

Board Member Moreno asked why the Securitas proposal was not considered competitive following the interview process.

Mr. Elmer noted that the Securitas technical proposal was scored lower and their cost score was significantly higher than the remainder of the competitors.

Board Member Moreno thanked staff for their responses and supported the recommendation.

Chair Fletcher thanked the Public Security Committee for their efforts and work towards reforming the MTS enforcement culture.

Action Taken

Board Member Montgomery Steppe moved to authorize the CEO to execute MTS Doc. No. G2359.0-20 with Inter-Con Security Services, for the provision of Security Services for three (3) base years with an option to extend for an additional two (2) years in the amount of \$66,004,286. Chair Fletcher seconded the motion, and the vote was 15 to 0.

31. Security and Passenger Safety Community Advisory Group Guidelines (Julia Tuer)

Julia Tuer, MTS Manager of Government Affairs, presented on the Security and Passenger Safety Community Advisory Group Guidelines. She outlined the following information: background, draft guidelines, duties of the security and passenger safety community advisory group (CAG), membership and term, vacancy application, chair and vice chair, meetings, agendas, quorum, attendance, resignation and staff recommendation.

Board Member Elo-Rivera asked about youth participation and the outreach strategies to ensure youth participants have proper onboarding and support to feel comfortable participating in the committee.

Ms. Tuer stated that agency staff would be working closely with the committee to make themselves available and ensure all applicants feel informed, comfortable and their voices heard on the committee.

Board Member Elo-Rivera offered himself and his staff as a resource to assist with youth outreach. He commented that youth participation is vital because of the unique perspective added to the conversation and encouraged the addition of a second youth seat.

Board Member Aguirre agreed that an additional youth seat should be included and requested that the committee meet more frequently.

Board Member Galvez asked how feasible it would be to offer a per diem for member attendance. She noted that if financial compensation were not feasible, if the agency could offer members transit passes for the duration of their term.

Ms. Cooney replied that after assessing internal and external advisory committees in the region, staff found that most do not offer per diems. She noted that the agency will work with each member to ensure they have access to participate in the meeting.

Board Member Whitburn expressed his support for the staff recommendation. He agreed with Board Member Sandke's earlier comments about lewd behavior on the system and suggested the committee be tasked with advising the Board with recommendations on the matter.

Action Taken

Board Member Aguirre moved to approve the Security and Passenger Safety Community Advisory Group Guidelines. Chair Fletcher seconded the motion, and the vote was 15 to 0 in favor.

32. Title VI Monitoring Report for Service Policies (Denis Desmond)

Denis Desmond, MTS Director of Planning, presented on the Title VI Monitoring Report for Service Policies. He provided details on: vehicle assignment policy, distribution of transit amenities policy, monitoring results, and staff recommendation.

Board Member Moreno supported the recommendation and found the report to be useful to address the amenities policy along with the regional plan. She urged the Board to think through the current transit amenities policy to meet ridership needs and fulfill the roles of the regional plan. She voiced the concerns of the SANDAG Social Equity Working Group that larger projects can take away the importance of smaller scale transit amenities, like trashcans and shelters. She asked that staff agendize a discussion at a later time about how MTS's Transit Amenities Policy can be changed to boost ridership and align with the draft Regional Plan.

Board Member Montgomery Steppe supported the importance of transportation amenities to achieve equity strides. She agreed with Board Member Moreno's point about the importance of increasing ridership through amenities, particularly bus shelters. She encouraged staff to attend the City's planning groups where members of the public voice concerns about bus shelters.

Board Member Elo-Rivera requested for MTS to conduct a restroom needs assessment, and analyze ADA compliance, walking distance, availability, and private and public partnership agreement data. He asked this topic be agendized for future discussion.

Ms. Cooney confirmed staff would bring back this for further discussion in September.

Board Member Moreno requested that the transit amenity conversation be included in the motion.

Action Taken

Board Member Moreno moved to approve the 2021 Title VI Monitoring Report for Service Policies and agendize a Transit Amenity conversation at the next possible Board meeting. Chair Fletcher seconded the motion, and the vote was 15 to 0 in favor.

REPORT ITEMS

45. Fiscal Year (FY) 2021 Third Quarter Performance Monitoring Report (Denis Desmond)

Denis Desmond, MTS Director of Planning, presented on the FY 2021 Third Quarter Performance Monitoring Report. He outlined the following information: Policy 42 evaluation criteria, ridership, total passengers, passengers per revenue hour and on-time performance. The FY 2021 preliminary annual data was also outlined including: total passengers, monthly passengers, weekday average, and April to May passengers.

Action Taken

No action taken. Informational item only.

46. Non-Fare Operating Revenue Report (Rob Schupp)

Rob Schupp, MTS Director of Marketing and Communication, presented on the Non-Fare Operating Revenue Report. He outlined the following items: historical revenue, naming rights, bus shelter advertising, vehicle advertising, energy credits, land management, additional categories, a new opportunity at Gaslamp square, Comic-Con activation, design, project benefits, and next steps.

Board Member Salas asked about I-5 billboard leases along the transit line that expired in 2015. She noted her office contacted the agency to renew the leases, but were still waiting for confirmation. She suggested the billboard advertising revenue could be reallocated to fund bathroom facility maintenance.

Mr. Allison, Manager of Real Estate Assets, responded that negotiations of appraisals were in the process of being conducted prior to the COVID-19 pandemic. He noted that the negotiations are being re-visited in FY 2022.

Board Member Elo-Rivera emphasized the importance of maximizing revenue opportunities. He asked about sponsorships for programs, particularly programs like youth opportunity programs.

Ms. Cooney clarified that MTS has sought out sponsorships for some programs like the Vintage Trolley program with SDG&E. She clarified that in the past, funding for youth opportunity passes had been attained through the City of San Diego and San Diego Unified School Board.

Board Member Elo-Rivera cited a case study example in San Francisco where a primary company funded the region's youth opportunity program. He urged the Board and staff to consider a sponsorship to fund programs such as these.

Board Member Whitburn expressed his interest in digital advertisement billboards, especially the most recent proposal in the Gaslamp Square. He hoped the addition would not impact the living quality of neighboring residents and requested for staff to provide additional information to his office on this proposal.

Action Taken

No action taken. Informational item only.

47. Operations Status Report for May 2021 (Gordon Meyer)

Gordon Meyer, MTS Operating Budget Supervisor, presented on the Operations Budget Status Report for May 2021. He presented on the comparison to the budget for May 31, 2021 - FY 2021 including: FTA CARES Act funding, total operating revenues, total operating expenses, and total operating activities.

Action Taken

No action taken. Informational item only.

OTHER ITEMS

60. Chair Report

There was no Chair's report.

61. Chief Executive Officer's Report

Ms. Cooney commented that SB 51 was approved and will allow the agency to proceed with the development at the E street property in Chula Vista.

62. Board Member Communications

Board Member Sandke referenced the Terminal 1 project details from the Airport Advisory Committee. He noted the Committee referenced automated people movers as a vision rather than a Trolley connection. He was concerned that the conversation did not reference Trolley to the airport and wanted to ensure this was still a project being considered for the region.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is September 16, 2021.

CLOSED SESSION (ITEMS TAKEN OUT OF ORDER):

24. Closed Session Items

The Board convened to Closed Session at 10:57 a.m.

- a. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9(d)(1) Oran Franklin v. San Diego Metropolitan Transit System et al. San Diego Superior Court, Central Case No.: 37-2020-00024234-CUPO-CTL

The Board reconvened to Open Session at 11:08 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report from legal counsel and gave instructions.

65. Adjournment

The meeting was adjourned at 11:09 a.m.

/S/ Alejandra Sotelo-Solis for  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

/S/ Dalia Gonzalez  
Clerk of the Board  
San Diego Metropolitan Transit System

Approved as to form:

/S/ Karen Landers  
General Counsel  
San Diego Metropolitan Transit System

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): July 29, 2021 CALL TO ORDER (TIME): 9:00am  
 RECESS: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 CLOSED SESSION: 10:57am RECONVENE: 11:08am  
 PUBLIC HEARING: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 ORDINANCES ADOPTED: \_\_\_\_\_ ADJOURN: 11:09am

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
FLETCHER	<input checked="" type="checkbox"/>	(Vargas)	<input type="checkbox"/>	9:00am	11:09am
SOTELO-SOLIS	<input type="checkbox"/>	(Bush)	<input checked="" type="checkbox"/>	9:00am	11:09am
AGUIRRE	<input checked="" type="checkbox"/>	(Leyba-Gonzalez)	<input type="checkbox"/>	9:00am	11:09am
ELO-RIVERA	<input checked="" type="checkbox"/>	(LaCava)	<input type="checkbox"/>	9:33 am	11:09am
FRANK	<input checked="" type="checkbox"/>	(Mullin)	<input type="checkbox"/>	9:00am	11:09am
GALVEZ	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:00am	11:09am
GASTIL	<input type="checkbox"/>	(Mendoza)	<input checked="" type="checkbox"/>	9:00am	10:56am
GLORIA	<input type="checkbox"/>	(Whitburn)	<input checked="" type="checkbox"/>	9:00am	11:09am
GOBLE	<input checked="" type="checkbox"/>	(Ortiz)	<input type="checkbox"/>	9:00am	11:09am
HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:00am	11:09am
MONTGOMERY STEPPE	<input checked="" type="checkbox"/>	(Von Wilpert)	<input type="checkbox"/>	9:00am	11:09am
MORENO	<input checked="" type="checkbox"/>	(Campillo)	<input type="checkbox"/>	9:12am	11:09am
SALAS	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:00am	11:09am
SANDKE	<input checked="" type="checkbox"/>	(Bailey)	<input type="checkbox"/>	9:04am	11:09am
ARAPOSTATHIS	<input checked="" type="checkbox"/>	(Shu)	<input type="checkbox"/>	9:00am	11:09am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez





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

## Agenda Item No. 6

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

September 16, 2021

#### SUBJECT:

FISCAL YEAR (FY) 2020-2021 and FY 2021-2022 CALIFORNIA SENATE BILL (SB) 1  
STATE OF GOOD REPAIR (SGR) FUNDING

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve  
Resolution No. 21-15 (in substantially the same format as Attachment A) in order to:

- 1) Authorize the use of, and application for, \$4,952,279 in FY 2021-22 State of  
Good Repair funding to be used for the ongoing SD100 Light Rail Vehicle (LRV)  
Replacement Project; and
- 2) Approve the transfer of FY 2020-21 SB1 SGR funding in the amount of  
\$4,955,508 to the same SD100 LRV Replacement Project as approved in the FY  
2022 Capital Improvement Program (CIP).

#### Budget Impact

The State Controller's Office estimates that MTS will receive \$4,952,279 in FY2021-22  
SB1-SGR funding. There are no matching requirements.

#### DISCUSSION:

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes  
of 2017), signed by the Governor on April 28, 2017, includes a program that will provide  
additional revenues for transit infrastructure repair and service improvements. This  
investment in public transit is referred to as the State of Good Repair program. This  
program provides funding of approximately \$105 million annually to the State Transit  
Assistance (STA) Account. These funds are to be made available for eligible transit  
maintenance, rehabilitation, and capital projects.



The SGR Program is funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program. These funds will be allocated under the STA Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated to population and half according to transit operator revenues.

The SGR funding program requires agencies to agree to comply with all conditions and requirements set forth in the State of Good Repair Program Recipient Certifications and Assurances. The SGR program also requires that the agencies' governing body authorize the Chief Executive Officer (CEO) or designated representative to execute all required documents of the SGR program.

The SGR program requires that transit operators submit a list of all projects that will be funded with SGR funding by September 1, 2021.

MTS staff has identified the SD100 LRV Replacement Project as a project meeting the SGR funding requirements. The project will replace 47 LRVs between 2021 and 2027. The Board approved a contract with Siemens Mobility, Inc. on June 13, 2019 (AI 34) for the purchase of these vehicles. The total budget for this procurement is currently estimated at \$216.4 million. MTS has identified a combination of Federal 5307, Federal 5337, Federal RSTP, and local funding (including \$9.91 million from SGR) to fund this project. The FY 2022 CIP approved by the Board on April 8, 2021 (AI 32) included \$137,510,000 in funding through FY 2022, and identified sufficient funding to complete the project for inclusion in the FY 2023 through FY 2025 CIPs. The FY 2021-2022 SGR funding identified in Resolution No. 21-15 will be included in the FY 2023 CIP funding allocation presented to the Board in or about April 2022.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 21-15 in order to:

- 1) Authorize the use of, and application for, \$4,952,279 in FY2021-22 State of Good Repair funding to be used for the ongoing SD100 LRV Replacement Project; and
- 2) Approve the transfer of FY 2020-21 SB1 SGR funding in the amount of \$4,955,508 to the same SD100 LRV Replacement Project as approved in the FY 2022 CIP.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Resolution Number 21-15

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION No. 21-15

Resolution Approving the Fiscal Year (FY) 2020-2021 and FY 2021-2022 SB1 State of Good Repair Claim

WHEREAS the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the State of Good Repair Account (SGR) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Caltrans) as the administrative agency for the SB1-SGR program; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments there to the Chief Executive Officer; and

WHEREAS, in order to qualify for the SB1-SGR funding allocation, MTS is required to submit a proposed project list to Caltrans on an annual basis and for FY 2021-2022, MTS propose to fund the ongoing SD100 Light Rail Vehicle (LRV) Replacement Project; and

WHEREAS, MTS wishes to authorize the use of, and application for, \$4,952,279 in FY 2021-2022 SB1-SGR funding to be used for the SD100 LRV Replacement Project; and

WHEREAS, MTS wishes to change the originally proposed project, 40-foot Bus Replacement Project, for the use of, and application for, \$4,955,508 in FY 2020-2021 SB1-SGR funding to be used for the SD100 LRV Replacement Project; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the FY 2021-2022 SGR amounts totaling \$4,952,279 for the SD100 LRV Replacement Project, and authorize the move of FY 2020-2021 SGR amounts totaling \$4,955,508 to the SD100 LRV Replacement Project.

PASSED AND ADOPTED, by the Board of Directors this 16<sup>th</sup> day of September 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board  
San Diego Metropolitan Transit System

\_\_\_\_\_  
Office of the General Counsel  
San Diego Metropolitan Transit System

Resolution No.21-15



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

## Agenda Item No. 7

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

September 16, 2021

#### SUBJECT:

SYSTEM, APPLICATIONS & PRODUCTS (SAP) SUPPORT SERVICES – CONTRACT  
AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2447.0-21 (in substantially the same format as Attachment A), with Labyrinth Solution, Inc., for SAP Support Services for a five (5) years base term with one (1) one-year option in the amount of \$1,800,000.00.

#### Budget Impact

The total budget for this project shall not exceed \$1,800,000.00. This project is funded by the Information Technology (IT) Operations Budget 661010-571250.

#### DISCUSSION:

Since its implementation in 2015, SAP has been one of the agency's most critical business systems. It is used throughout the organization to provide financial, budgetary, inventory and asset management, customer relationship management and reporting business functions.

Currently, MTS is supported by three (3) full-time staff specializing in areas of SAP. Due to the system's size, criticality and required enhancements, additional support is required from a specialized SAP-affiliated vendor.

On January 13, 2021, MTS released a Request for Proposals (RFP) for SAP Support Services.



On February 11, 2021, MTS received a total of eight (8) proposals from the following firms:

1. Abeam Consulting USA Ltd.
2. Etech-360, Inc. (Women Business Enterprise (WBE), Minority Business Enterprise (MBE))
3. Labyrinth Solutions, Inc.
4. McKinsol Consulting Inc.
5. Phoenix Business Inc. (MBE)
6. Sage Group Technologies Inc.
7. The Peloton Group LLC
8. V3IT Consulting Inc

A selection committee consisting of representatives from the Supply Chain, Finance and IT departments met and scored the proposals based on the following:

1. Qualifications and Related Experience	40%
2. Proposed Project Staffing	15%
3. Client References	15%
4. Cost and Price	30%
	<u>100%</u>

The following table illustrates the initial scores and ranking of each firm:

Proposer Name	Total Avg. Tech Score	Cost Score	Total Avg. Score (max. 100)	Ranking
Labyrinth Solutions, Inc.	64.40	25.37	89.77	1
Phoenix Business Inc. (MBE)	57.60	30.00	87.60	2
Sage Group Technologies Inc.	58.00	20.32	78.32	3
Abeam Consulting USA Ltd.	53.00	10.21	63.21	4
The Peloton Group LLC	43.00	11.90	54.90	5
V3IT Consulting Inc	44.80	8.53	53.33	6
Etech-360, Inc. (WBE, MBE)	23.00	2.19	25.19	7
McKinsol Consulting Inc.	17.20	0.03	17.23	8

After the initial evaluation of the proposals, the selection committee determined it would be in MTS's best interest to request the top three (3) proposers within the competitive range for an Oral Presentation/Demo and Interview.

After reviewing their presentation and interview, the selection committee decided to shortlist the top two (2) proposers within the competitive range and request clarification resulting in their updated scores.

Proposer Name	Total Avg. Tech Score	Cost Score	Total Avg. Score (max. 100)	Ranking
Labyrinth Solutions, Inc.	64.40	25.37	89.77	1
Phoenix Business Inc. (MBE)	54.00	30.00	84.00	2

Based upon consideration of both technical and cost factors, the selection committee determined that Labyrinth Solutions, Inc., presented the overall best value to MTS and



decided to move forward with requesting a Best and Final Offer (BAFO) which resulted in a better annual escalation percentage across all personnel, both onsite and offsite support. The yearly percentage increase ranges between 0.16% to 5.55% for all six years.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2447.0-21, with Labyrinth Solutions, Inc., (in substantially the same format as Attachment A), with Labyrinth Solution, Inc., for the SAP Support Services for a five (5) years base term with one (1) one-year option in the amount of \$1,800,000.00.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft Agreement MTS Doc. No. G2447.0-21

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. G2447.0-21  
SYSTEMS, APPLICATIONS, AND PRODUCTS (SAP) SUPPORT SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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: Labyrinth Solutions, Inc. Address: 550 W B Street, Fourth Floor  
San Diego, CA 92101

Form of Business: Corporation

(Corporation, Partnership, Sole Proprietor, etc.)

Email: ntirandazi@lsiconsulting.com

Telephone: (858) 342-6665

Authorized person to sign contracts

Nader Tirandazi  
Name

Managing Partner  
Title

The Contractor agrees to provide SAP Support services as specified in the conformed Scope of Work (Exhibit A), Contractor's Cost Proposal Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit E).

The contract term is for up to five (5) base years and one (1) option year, exercisable at MTS's sole discretion, for a total of six (6) years. Base period shall be effective December 1, 2021 through November 30, 2026 and option years shall be effective December 1, 2026 through November 30, 2027, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,500,000.00 for the base years and \$300,000.00 for the option years, for a contract total not to exceed \$1,800,000.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	LABYRINTH SOLUTIONS, INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____



**ATTACHMENT 1**  
**SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)- COST PROPOSAL FORM**  
**BEST AND FINAL OFFER (BAFO) SAP SUPPORT SERVICES (G2447.0-21)**

Proposers will propose fixed blended rates (includes labor, travel, and expenses) for any or all of the Job Titles/Task Descriptions below. Additional Job Titles/Task Descriptions may be included under 'Other' or on a separate sheet if necessary.

LABYRINTH SOLUTIONS, INC.							
ONSITE FIXED HOURLY RATE							
#	Job Title/Task Description	6/1/21 - 5/31/22	6/1/22 - 5/31/23	6/1/23 - 5/31/24	6/1/24 - 5/31/25	6/1/25 - 5/31/26	6/1/26 - 5/31/27
		Base Term YR1	Base Term YR2	Base Term YR3	Base Term YR4	Base Term YR5	1-YR Option Term YR6
1	BASIS Administrators	\$ 125.00	\$ 125.00	\$ 135.00	\$ 135.00	\$ 140.00	\$ 140.00
2	ABAP Developers	\$ 95.00	\$ 105.00	\$ 105.00	\$ 110.00	\$ 110.00	\$ 110.00
3	NetWeaver Developers	\$ 95.00	\$ 105.00	\$ 105.00	\$ 110.00	\$ 110.00	\$ 110.00
4	BOBJ Developers	\$ 95.00	\$ 105.00	\$ 105.00	\$ 110.00	\$ 110.00	\$ 110.00
5	Workflow Developers	\$ 100.00	\$ 105.00	\$ 105.00	\$ 115.00	\$ 115.00	\$ 115.00
6	Configuration Specialists	\$ 140.00	\$ 140.00	\$ 145.00	\$ 145.00	\$ 150.00	\$ 150.00
7	Solution Architect/S4 HANA	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
8	Finance	\$ 140.00	\$ 145.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
9	Junior SAP Consultant Fin.	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
10	MM/Procurement	\$ 140.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
11	EAM/PM	\$ 145.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
12	CRM	\$ 140.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
13	Junior SAP EAM Consultant	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
14	Mobility	\$ 145.00	\$ 145.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
15	Fiori/Personas	\$ 135.00	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 155.00
16	Project Management	\$ 135.00	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 155.00
17	Security	\$ 125.00	\$ 135.00	\$ 135.00	\$ 145.00	\$ 145.00	\$ 145.00
18	GIS Developer/Functional	\$ 130.00	\$ 140.00	\$ 140.00	\$ 150.00	\$ 150.00	\$ 150.00
19	BI/BW	\$ 140.00	\$ 145.00	\$ 145.00	\$ 150.00	\$ 150.00	\$ 150.00
20	Training/Change Management	\$ 125.00	\$ 135.00	\$ 135.00	\$ 145.00	\$ 145.00	\$ 145.00
21	Support Staff	\$ 60.00	\$ 70.00	\$ 70.00	\$ 80.00	\$ 80.00	\$ 80.00

LABYRINTH SOLUTIONS, INC.							
Proposers will propose fixed blended rates (includes labor, travel, and expenses) for any or all of the Job Titles/Task Descriptions below. Additional Job Titles/Task Descriptions may be included under 'Other' or on a separate sheet if necessary.							
OFFSITE FIXED HOURLY RATE							
#	Job Title/Task Description	6/1/21 - 5/31/22	6/1/22 - 5/31/23	6/1/23 - 5/31/24	6/1/24 - 5/31/25	6/1/25 - 5/31/26	6/1/26 - 5/31/27
		Base Term YR1	Base Term YR2	Base Term YR3	Base Term YR4	Base Term YR5	1-YR Option Term YR6
1	BASIS Administrators	\$ 125.00	\$ 125.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00
2	ABAP Developers	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
3	NetWeaver Developers	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
4	BOBJ Developers	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
5	Workflow Developers	\$ 100.00	\$ 105.00	\$ 105.00	\$ 110.00	\$ 110.00	\$ 110.00
6	Configuration Specialists	\$ 140.00	\$ 140.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 150.00
7	Solution Architect/S4 HANA	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
8	Finance	\$ 140.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
9	Junior SAP Consultant Fin.	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
10	MM/Procurement	\$ 140.00	\$ 145.00	\$ 145.00	\$ 150.00	\$ 150.00	\$ 150.00
11	EAM/PM	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
12	CRM	\$ 140.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
13	Junior SAP EAM Consultant	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
14	Mobility	\$ 145.00	\$ 145.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
15	Fiori/Personas	\$ 135.00	\$ 140.00	\$ 140.00	\$ 145.00	\$ 145.00	\$ 145.00
16	Project Management	\$ 135.00	\$ 140.00	\$ 140.00	\$ 145.00	\$ 145.00	\$ 145.00
17	Security	\$ 125.00	\$ 130.00	\$ 130.00	\$ 135.00	\$ 135.00	\$ 135.00
18	GIS Developer/Functional	\$ 130.00	\$ 135.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00
19	BI/BW	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
20	Training/Change Management	\$ 125.00	\$ 130.00	\$ 130.00	\$ 135.00	\$ 135.00	\$ 135.00
21	Support Staff	\$ 60.00	\$ 65.00	\$ 65.00	\$ 70.00	\$ 70.00	\$ 70.00



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

September 16, 2021

#### SUBJECT:

INVESTMENT REPORT – QUARTER ENDING JUNE 30, 2021

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of June 30, 2021. The combined total of all investments has decreased quarter to quarter from \$139.6 million to \$91.2 million. This decrease is attributable to \$60.8 million in capital expenditures, partially offset by \$12.1 million in Federal Transit Administration (FTA) revenue as well as normal timing differences in other payments and receipts.

The first column provides details about investments restricted for capital improvement projects. The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.

MTS remains in compliance with Board Policy 30 and is able to meet expenditure requirements for a minimum of the next six months as required.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [julia.tuer@sdmts.com](mailto:julia.tuer@sdmts.com)

Attachment: A. Investment Report for the Quarter Ending June 30, 2021



San Diego Metropolitan Transit System Investment Report June 30, 2021							
Institution / Issuer	Function	Investment Type	Restricted	Unrestricted	Total	Avg. Rate of Return	Benchmark
J.P. Morgan Chase	Operating Funds	Depository Bank	-	46,971,086	46,971,086	0.01%	* 0.080% WSJ Money Market
U.S. Bank - Retention Trust Account	Support	Depository Bank	8,531,874	-	8,531,874	N/A	** -
San Diego County Treasurer's Office	State Grant Funds	Investment Pool	13,822,706	4,252,166	18,074,872	0.720%	0.066% S&P US T-Bill 0-3 Mth Index
Subtotal: Restricted for Capital Support			22,354,579	4,252,166	26,606,745		
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	-	11,848,069	11,848,069	0.262%	0.066% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	5,743,806	5,743,806	0.720%	0.066% S&P US T-Bill 0-3 Mth Index
Subtotal: Investment Surplus Funds			-	17,591,875	17,591,875		
Grand Total Cash and Investments			\$ 22,354,579	\$ 68,815,127	\$ 91,169,707		

\*-The .01% is an annual percentage yield on the average daily balance that exceeds \$30 million  
\*\* - Per trust agreements, interest earned on retention account is allocated to trust beneficiary (contractor)





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

September 16, 2021

#### SUBJECT:

COMMUNICATION EQUIPMENT HEATING VENTILATION AIR CONDITIONING  
(HVAC) MAINTENANCE SERVICES – CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to exercise Amendment No. 8 to MTS Doc No. PWG225.0-17 (in substantially the same format as Attachment A), with Comfort Mechanical, a Small Business (SB), for an increase in unscheduled repair funds and include the new stations along the Mid-Coast Trolley extension of the UC San Diego Blue Line for the remainder of the contract term, in the amount of \$110,029.00.

#### Budget Impact

The total budget for this project shall not exceed \$110,029.00, bringing the total contract cost to \$424,896.00. This project is funded by Maintenance of Wayside Operating Budget 360016 - 571210.

#### DISCUSSION:

On September 27, 2017, MTS issued a Request for Proposal (RFP) for preventive maintenance services, including scheduled routine inspection, adjustments, cleaning, minor repairs, testing, and inspecting communication cabinets equipment to reduce or avoid service interruption in strict compliance with the relevant equipment manufacturers' recommendations.

Additional communication cabinets have been added to the service area with the completion of the Mid-Coast Trolley extension, therefore an amendment is required to include these stations in the existing contract. In addition, an increase in unscheduled



repair funds is also required to properly maintain the communication cabinets. The cost for service is shown in the table below:

AMENDMENT NO. 8 STATION INCREASE ONLY			
YEAR 4 ADDITIONAL STATIONS			
DESCRIPTION	PRICE	QTY.	TOTAL
New Mid-Coast stations (half year service price)	\$309.00	27	\$8,343.00
Total Year 4			\$8,343.00
YEAR 5 ADDITIONAL STATIONS			
DESCRIPTION	PRICE	QTY.	TOTAL
New Mid-Coast stations (Full year service price)	\$618.00	27	\$16,686.00
Total Year 5			\$16,686.00
TOTAL FOR ADDITIONAL STATIONS AMENDMENT 8			\$25,029.00
TOTAL UNSCHEDULED REPAIR FUNDS			\$85,000.00
<b>TOTAL AMENDMENT 8</b>			<b>\$110,029.00</b>

Staff reviewed the proposed additional cost and determined that the pricing was fair and reasonable based on a comparison to the existing contract.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to exercise Amendment No. 8 to MTS Doc No. PWG225.0-17 (insubstantially the same format as Attachment A), with Comfort Mechanical, a SB, for an increase in unscheduled repair funds and include the new stations along the Mid-Coast Trolley extension for the remainder of the contract term, in the amount of \$110,029.00.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft MTS Doc. No. PWG225.8-17

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407  
May 18, 2021

MTS Doc. No. PWG225.8-17

Sean Caviness  
Comfort Mechanical  
10740 Kenney St.  
Santee, CA 92071

Subject: AMENDMENT NO. 8 TO MTS DOC. NO. PWG225.0-17; COMMUNICATIONS CABINET MAINTENANCE SERVICES.

Dear Mr. Caviness:

This shall serve as Amendment No. 8 to our agreement for the Metropolitan Transit System (MTS) Communication Cabinet Maintenance Services.

#### SCOPE OF SERVICES

1. New MID Coast locations with preventative maintenance starting September, 2021.
  - UTC Transit Center no belts
  - Nobel Drive (3449 Nobel Dr, San Diego, CA) no belts
  - Pepper Canyon (415 Lyman Lane, La Jolla, CA 92093) belts
  - Voigt Drive (3669 Voigt Drive, La Jolla, CA 92037) belts
  - Executive Drive (9235 Genesee Avenue, San Diego, CA 92121) belts
2. Increase unscheduled repair funds

AMENDMENT NO. 8 STATION INCREASE ONLY			
YEAR 4 ADDITIONAL STATIONS			
DESCRIPTION	PRICE	QTY.	TOTAL
New Mid-Coast stations (half year service price)	\$309.00	27	\$8,343.00
Total Year 4			\$8,343.00
YEAR 5 ADDITIONAL STATIONS			
DESCRIPTION	PRICE	QTY.	TOTAL
New Mid-Coast stations (Full year service price)	\$618.00	27	\$16,686.00
Total Year 5			\$16,686.00
TOTAL FOR ADDITIONAL STATIONS AMENDMENT 8			\$25,029.00
TOTAL UNSCHEDULED REPAIR FUNDS			\$85,000.00
TOTAL AMENDMENT 8			\$110,029.00

## SCHEDULE

There shall be no change to schedule.

## PAYMENT

The contract amount shall be increased by \$110,029.00 for options and additional stations. The total value of this contract including this amendment shall not exceed \$424,896.00.

Sincerely,

Accepted:

Sharon Cooney  
Chief Executive Officer

\_\_\_\_\_  
Sean Caviness  
Comfort Mechanical

Date: \_\_\_\_\_



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

## Agenda Item No. 10

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

September 16, 2021

#### SUBJECT:

VARIABLE MESSAGE SIGNS (VMS) DISPLAY ASSEMBLIES FOR THE IRIS BUS  
RAPID TRANSIT (BRT) STATIONS PROJECT – CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1591.0-21 (in substantially the same format as Attachment A), with Nanov Display, Inc. (Nanov), for the supply of VMS display assemblies for the Iris Bus Rapid Transit (BRT) Stations project, in the amount of \$200,455.50.

#### Budget Impact

The total budget for this project shall not exceed \$200,455.50. This project is funded by MTS Capital Improvement Project (CIP) 1009113001 - Iris BRT Stations.

#### DISCUSSION:

VMS displays play a critical role in providing MTS riders with live-update next train arrival information, along with any public announcement information regarding MTS systems updates.

Currently, MTS has installed 28 Nanov VMS display assemblies on the South Bay BRT which runs from East Palomar Street to Otay Mesa Transit Center; and is installing 57 more along the Mid-Coast Corridor.

MTS is looking to purchase 17 VMS display assemblies for the Iris BRT Stations project.

On July 9, 2021, MTS issued an Invitation for Bids (IFB). A single bid was received by the due date of August 13, 2021 from Nanov.



On August 18, 2021, to ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the IFB on PlanetBids asking them their reason/s for not bidding. The results indicated that neither the IFB nor MTS's procurement processes played a role in their decision not to respond.

MTS staff deemed Nanov to be responsive and responsible. Next, MTS performed a price analysis to ensure the bid price received was fair and reasonable. Nanov's unit cost is \$10,600 each. Staff compared it to the prior unit cost of the same signs competitively solicited in July 2020 at \$11,500, and MTS Independent Cost Estimate (ICE) unit cost at \$12,000, and deemed the bid price to be fair and reasonable.

The overall total amount, including delivery charges and CA sales tax is as follows:

	Qty	Unit Cost	Extended Cost	Sales Tax	Delivery Costs	Overall Total Amount
Nanov	17	\$10,600	\$180,200.00	\$13,965.50	\$6,290.00	\$200,455.50
<i>MTS ICE</i>	17	\$12,000	\$204,000.00	\$15,810.00	\$10,000.00	\$229,810.00

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1591.0-21 (in substantially the same format as Attachment A), with Nanov, for the supply of VMS display assemblies for the Iris BRT Stations project, in the amount of \$200,455.50.

/s/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Draft Standard Procurement Agreement MTS Doc. No. L1591.0-21  
B. Scope of Work/Technical Specifications  
C. Bid Summary

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT  
FOR**

**MTS DOC. NO. L1591.0-21**

**VMS DISPLAY ASSEMBLIES FOR THE IRIS BRT STATIONS PROJECT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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: Nanov Display, Inc. Address: 1978 NW 82<sup>nd</sup> Avenue

Miami, FL 33126

Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.)

Email : myung@nanovdisplay.com

Telephone: (305) 395-6069

Authorized person to sign contracts Myung Moon Vice President  
Name Title

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

This contract is for purchase and delivery only. The delivery date is 8 weeks after the Notice to Proceed. Notice to Proceed will be issued approximately October 2021. All components have a three-year parts and labor manufacturer's warranty from the day of acceptance for each VMS display assembly furnished. Therefore, the contract end date is estimated to be November 31, 2024.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$200,455.50 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	NANOV DISPLAY INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, Office of General Counsel</u>	



# **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

---

## **1.1. BACKGROUND**

MTS is looking to purchase 17 VMS display assemblies for the Iris BRT Stations project.

This solicitation is for procurement and delivery of the VMS displays. No installation services are included.

The VMS displays should to be received by MTS eight (8) weeks after the Notice to Proceed is issued. Specific delivery dates and locations will be communicated to the Contractor.

Currently, MTS has installed 28 Nanov VMS display assemblies on the South Bay BRT which runs from East Palomar Street to Otay Mesa Transit Center; and will be installing 57 Nanov VMS display assemblies along the Mid-Coast Corridor, a construction project currently underway and scheduled be completed in late 2021.

MTS is looking to purchase 17 Nanov VMS display assemblies, or approved equals, for the Iris BRT project. This scope of work includes salient characteristics of the displays. Additional specifications have also been provided as attachments to this IFB.

Also included in Section 3.22 of the General Provisions is Request For Approved equal (RFA) information, and Section 7 of the Forms is the RFA Form. Complete documentation should be provided in support of any RFA submitted by bidders for MTS review and response, and must be submitted by the deadline provided in the calendar of events. Any RFAs submitted with the bid package at bid opening will not be accepted.

## **1.2. GENERAL**

A double-sided light-emitting diode (LED) VMS display assembly shall be furnished as provided herein. The VMS display assembly shall be installed by mountings at two points on the top of the housing, and shall include top hinged doors to allow for front-access maintenance of each LED screen independently.

The VMS display assembly shall include all electronic components, cabling/wiring, housings, processors, software, and warranty necessary for an environmentally-hardened, fully operational, centrally-managed LED VMS display assembly as required herein. Manufacturing of the VMS display assembly shall be RoHS compliant.

Bid shall include the following information. Award will not be made before these are received:

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

## **1.3. LED DISPLAY MONITORS**

Each VMS display assembly shall include two commercial grade display monitors, both displays provided shall be a high-definition, high-brightness, 46-inch diagonal, flat panel, LED backlit display monitors suitable for 7 days per week, 24 hours per day continuous operation.

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



- Dimensions (W x H x D): 40.8" x 24.4" x 5.6" (maximum)
- Resolution: 1920 x 1080
- Aspect Ratio: 16:9
- Brightness: 2,500 cd/m<sup>2</sup> (min)
- Brightness control: Ambient light sensor to adjust brightness according to light conditions
- Contrast Ratio: 2000:1 (Typical); 10000:1 (Dynamic)
- Output Colors: 1.07 billion colors
- Viewing Angle: 178° / 178° (Horizontal/Vertical)
- Response Time: 6 ms (10 ms max)
- Orientation: Landscape ceiling mount display
- HD Video Compatibility: 720p; 1080i; 1080p

Each display shall have the following requirements:

- Inputs: DVI; HDMI; Component/Composite; RS-232C; Ethernet; LTE Modem
- Environmental Temperature Range: - 30C to +45C
- Environmental Humidity Range: 20% to 80%
- Power Input: 120V @60Hz
- Sign Controls: UL879 or Equivalent Safety Certification Required

Each display shall include an AC power supply, rated for 100 - 240 V ~ (+/- 10%), 50/60 Hz. Maximum power draw of each display shall not exceed 395W, with a typical operational power draw of 220W. While operating in Standby mode each display shall not exceed 0.5W. The video displays shall include sensors to auto adjust brightness of the display according to the ambient lighting conditions in accordance with California CBC 11B-703.8.13. The ambient light sensor for each screen shall be positioned facing in the same direction as the monitor which they control.

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

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

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

#### A. EDGE COMPUTER (OWNER FURNISHED)

The LED Display Monitor will be connected to the following Owner-Furnished Equipment:

Images and video streams to each display will be via a commercial grade edge computer with Chrome OS operating system. Each computer CPU shall be Intel® N2930, 1.83 GHz turbo to 2.16 GHz Quad Core, with minimum 4 GB/1333 MHz dual channel memory, capable of output to two video displays.

Each computer shall provide the following wireless connectivity:

- 802.11ac, dual-band, 2 x 2 WiFi
- Bluetooth 4.0

Each computer shall conform to the following physical requirements:

- Dimensions (W x H x D): 6.5" x 6.2" x 0.9" (maximum)
- Weight: 802 grams (maximum)

Each computer shall provide the following ports:

- Gigabit Ethernet LAN RJ45, 4 x USB 2.0; RJ50 – RS 232; mSD Card Slot; 2 x HDMI (1.4a); DisplayPort

Each computer and provided AC power supply adapter shall be high heat rated, with an operating temperature up to 140° F.

#### B. CABLING

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

### 1.4. DISPLAY HOUSING

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

Housing shall accommodate all the display equipment, computers, cabling, power, and environmental control equipment. The outside of the furnished housing shall be 14-gauge, weather-proof steel, with a powder coated black finish as directed by MTS. Internal bracing, stiffeners, and equipment mounts shall be spot or tack welded internal to the housing. Internal welds shall not be visible from the exterior of the housing. All corners, edges, and holes shall be free of burrs and sharp edges. Housing shall conform to the following:

- Maximum Dimensions (W x H x D): 48.54" x 30.25 x 13" (not inclusive of doors)  
46.54" x 30.25 x 15.8" (inclusive of doors)
- Maximum Weight with all components installed: 132 LBS
- Mounting: Ceiling mount, M14x25L Screws (8 or more)
- Heating, Ventilation, and Air Circulation (HVAC): Automated system for heating and cooling
- Radiation Compliance: Must have FCC part 15 / ICES-003 Class B Rating
- Cable Entry: Fully sealed to protect all connections

#### A. DOORS

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

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

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

## B. MOUNTINGS

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

- 2 – Display Panels, swing-out mounting brackets (2 per video display);
- 4 – Gas Struts (2 per swing-out mounting bracket to hold monitor in open position during maintenance);
- 1 – Edge Computer mounting bracket;
- 2 – Fan Mounts, recessed to the interior of the housing with fan guard screen; and,
- 1 – 6-outlet Power Strip.

## C. ENVIRONMENTAL

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

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

## D. POWER

The interior of the display housing shall include two 4x4 outlet boxes. One box shall have a blank cover; the second box shall have a cover and two heavy-duty duplex receptacles installed. Power conductor cabling routed to the VMS display assembly shall be routed to, and terminated within the outlet boxes.

A 6-outlet industrial grade power strip, with metal housing, shall be installed and affixed to the bottom of the interior of the display housing. The furnished power strip shall draw power from one of the receptacles installed in the outlet box, and shall include a 15 Amp circuit breaker.

## 1.5. SAFETY COMPLIANCE

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

- Dielectric voltage withstand test
- Glass impact test

- Rain test
- Leakage current test
- Bond impedance test
- Input test
- Lock rotor test
- Abnormal operation test
- Maximum output voltage test
- Maximum output current and power test

Individual components shall meet the following compliance requirements:

- LCD Panel: UL 60695
- Sign Controller: UL 879
- Computer: UL E216813
- Glass Impact Protection Rating: IK 48 or similar

#### **1.6. VMS DISPLAY ASSEMBLY CONTROLS**

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

- Power on/off
- Input selection/lock
- Brightness
- Fan speed
- Embedded computer reset
- Heater
- Control panel shall not be affected by weather elements (e.g. heat, sun, rain, wind, etc.)

#### **1.7. VMS DISPLAY HEALTH MONITORING CONTROL**

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

- Internal Temperature Report
- Adjust Screen Brightness
- Screen Power On/Off
- Computer Power On/Off
- Analog/Digital Board On/Off
- Heater On/Off
- Pixel Sensor Detection (when screen does not move)
- Reset power

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

#### **1.8. WARRANTY AND MAINTENANCE**

The contractor shall prepare a user & maintenance manual for use by MTS personnel for the regular cleaning and maintenance of each furnished VMS display assembly. The user & maintenance manual shall provide instructions on the intervals, and procedures to be followed to maintain ongoing operations of each VMS display assembly. The user & maintenance manual

shall include, but not be limited to, cleaning, operational inspections, filter replacements, software updates, and troubleshooting procedures.

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

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

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

Contractor shall be an authorized dealer or reseller of the VMS display assembly.

## **1.9. MEASUREMENT AND PAYMENT**

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

### **1.10. INVOICES**

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

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

### **1.11. REPLACEMENT PARTS**

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

### **1.12. DELIVERY AND ACCEPTANCE**

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to locations to be provided to the awarded bidder by MTS in first class condition, complete and ready for

operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

**COST SUMMARY**  
**L1591.0-21 VMS for Iris BRT Stations Project**

Station	Qty
Iris BRT Stations VMS Display Assemblies	17
Sales Tax	
Delivery Costs	
<b>Overall Total (Basis for Award)</b>	

<b>MTS Independent Cost Estimate (ICE)</b>	
Unit Cost	Extended Cost
\$12,000.00	\$204,000.00
	\$15,810.00
	\$10,000.00
	\$229,810.00

<b>Nanov Display Inc.</b>	
Unit Cost	Extended Cost
\$10,600.00	\$180,200.00
	\$13,965.50
	\$6,290.00
	<b>\$200,455.50</b>



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

September 16, 2021

#### SUBJECT:

ALTERNATING CURRENT (AC) SWITCHGEAR REPLACEMENT AT 43<sup>RD</sup> STREET  
TRACTION POWER SUBSTATION (TPSS) – WORK ORDER AGREEMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC312-02 to MTS Doc. No. PWL312.0-20 (in substantially the same format as Attachment A), with HMS Construction, Inc. (HMS), in the amount of \$261,186.31 for replacement of the obsolete AC Switchgear at the 43<sup>rd</sup> Street TPSS.

#### Budget Impact

The total budget for this project shall not exceed \$261,186.31. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% Job Order Contract (JOC) software license fee in the amount of \$4,596.88. This project is funded by MTS Capital Improvement Project (CIP) 2005105601 – AC Switchgear Replacement.

#### DISCUSSION:

In 1990, Ohio Brass manufactured nine (9) original TPSS along the Orange Line Trolley. The equipment is no longer supported by the manufacturer and there are no spare parts available for the MTS Maintenance department to repair and/or replace. The AC switchgears are major components inside the substations and if they fail, the substations will not be able to power the Trolley vehicles in this section of the Orange Line, causing disruptions to the Trolley service in this corridor.

The scope of work is to replace the existing and obsolete switchgear with new switchgear, including all necessary design requirements to make the new equipment





work with the existing Ohio Brass TPSS (33<sup>rd</sup>, 43<sup>rd</sup>, Merlin, San Altos, Pacifica, Nebo, Grossmont, Hill Street, and Main and Marshall). Due to funding availability, MTS is only performing one AC switchgear replacement at 43<sup>rd</sup> Street TPSS this fiscal year. The remaining TPSS switchgear replacements will be performed in future years.

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

On April 9, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call JOC Railroad Signals, Overhead Catenary Systems, and Track Work Construction services that primarily consists of railroad signal, overhead catenary system and trackwork improvements, including main line and trolley line railroad signals, grade crossing warning devices, overhead catenary, traction power, trackwork, special trackwork and related switch gear and wiring, traction power substations, and related civil construction improvements work; and all required incidental professional and technical services required for quality control monitoring and testing, and other disciplines as needed.

On June 18, 2020, the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWL312.0-20 with HMS for Railroad Signals, Overhead Catenary Systems, and Track Work Construction Services.

Today's proposed action would issue a work order to HMS for the replacement of the obsolete AC Switchgear at the 43<sup>rd</sup> Street TPSS with new equipment. HMS will provide all materials, labor, and equipment necessary for the replacement. Work is expected to be completed by June 2022.

Pricing for this repair task order was reviewed and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC312-02 to MTS Doc. No. PWL312.0-20 (in substantially the same format as Attachment A), with HMS, for replacing the obsolete AC Switchgear at the 43<sup>rd</sup> Street TPSS in the amount of \$261,186.31.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft MTS Doc. No. PWL312.0-20, Work Order MTSJOC312-02

JOB ORDER CONTRACT  
WORK ORDER

PWL312.0-20  
CONTRACT NUMBER

MTSJOC312-02  
WORK ORDER NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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: HMS Construction, Inc. Address: 2885 Scott St.

Vista, CA 92081

Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.)

Email: mike@hmsconco.com

Telephone: 760.727.9808

Authorized person to sign contracts	<u>Michael C. High</u>	<u>President</u>
	Name	Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWL312.0-20), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$261,186.31

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

# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

Date: 8/24/2021

## Final Scope of Work

Job Order Contracting

To:

From:

**Contract No:** PWL312.0-20

**Job Order No:** MTSJOC312-02

**Job Order Title:** AC Switchgear Replacement at 43rd Street TPSS

**Location:** Orange Line ROW  
1255 Imperial Ave  
San Diego, CA 92101

**Brief Scope  
of Work:**

There are nine (9) traction power substations, located on the orange line, which require the replacement of the AC switchgear cubicle which consists of the hand operated disconnect. This device shall be replaced with a 15kV metal-clad switchgear cubicle with a draw out circuit breaker as specified. Existing Items such as relays, potential transformers and current transformers are to be salvaged and submitted to the MTS. The unit, which will replace the existing unit, shall not exceed 36 inches wide by 67 inches deep. The PT's shall be mounted on top of the switchgear cubicle.

This AC Switchgear replacement project is only applied to 43rd Street TPSS at this time due to funding availability.

The Contractor shall provide all labor, materials, equipment to complete the work in accordance with the attached Scope of Work. All work shall be in compliance with all local, State and Federal rules and regulations, as applicable.

Thang Nguyen, Systems Engineer

Date



Att. A - AL 11, 09/16/2021

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 08/05/2021 08:17:54 AM PST****Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS**

**JOC Name (Contractor):** HMS Construction Inc.  
**Contract Name:** RAILROAD SIGNALS, Overhead Catenary Systems and Track  
**Contract Number:** PWL312.0-20  
**Job Order Number:** MTSJOC312-02  
**Job Order Name:** AC Switchgear Replacement at 43rd Street TPSS  
**Location:** Orange Line ROW  
**Cost Proposal Date:** August 5, 2021  
**Proposal Value:** \$261,186.31

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$97,923.14
09	Finishes	\$0.00	\$0.00
26	Electrical	\$159,717.19	\$162,650.42
32	Exterior Improvements	\$0.00	\$612.75
		<b>Proposal Total:</b>	<b>\$261,186.31</b>
		<b>The Percentage of Non Pre-Priced on this Proposal:</b>	<b>61.15%</b>



Att. A - AL 11 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

**JOC Name (Contractor):** HMS Construction Inc.  
**Contract Name:** RAILROAD SIGNALS, Overhead Catenary Systems and Track  
**Contract Number:** PWL312.0-20  
**Job Order Number:** MTSJOC312-02  
**Job Order Name:** AC Switchgear Replacement at 43rd Street TPSS  
**Location:** Orange Line ROW  
**Cost Proposal Date:** August 5, 2021  
**Proposal Value:** \$261,186.31

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
01	<b>General Requirements</b>						<b>\$97,923.14</b>

1 012216000002 EA Negotiated Travel Costs

**Accepted**

**Quantity x Unit Price x Factor = LineTotal**

Installation EA 0.00 x \$1.00 x 1.0000 = \$0.00

**Labor Excluded Equipment Excluded** \$0.00

**User Note:**

**Item Note:** Supporting documentation must be included with each Work Order.

**Owner Comments:** V:1.2-Should this be included in the cost?

**Contractor Comments:** V:1.3-Special Trips by NETE, RESA not included (BH HMS)

2 012216000004 EA Reimbursable Fees

**Accepted**

**Quantity x Unit Price x Factor = LineTotal**

Installation EA 0.00 x \$0.00 x 1.0000 = \$0.00

**Labor Excluded Equipment Excluded Materials Excluded** \$0.00

**User Note:** SDGE Fees Estimate

**Item Note:** Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

**Owner Comments:** V:1.2-MTS will take care of this

**Contractor Comments:** V:1.3-MTS to handle SDGE Fees & Coordination (BH HMS)

3 012220000010 HR Electrician

**Accepted**

**Quantity x Unit Price x Factor = LineTotal**

Installation HR 240.00 x \$74.76 x 1.0000 = \$17,942.40

**Equipment Excluded Materials Excluded** \$17,942.40

**User Note:** 2 support Electricians 3 weeks

**Item Note:** For tasks not included in the Construction Task Catalog® and as directed by owner only.

**Owner Comments:** V:1.2-Why are there too many hours for this work?

**Contractor Comments:** V:1.3-Electricians to support removals & installation (BH HMS)



Att. A - AL 11 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

4	012220000012	HR	High Voltage Electrician, (Utility Lineman)							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	HR		360.00	x	\$97.66	x	1.0000	=	\$35,157.60
	<b>Equipment Excluded</b>		<b>Materials Excluded</b>							<b>\$35,157.60</b>
	<b>User Note:</b> 3 men 3 weeks = 360hrs									
	<b>Item Note:</b> For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	<b>Owner Comments:</b> V:1.2-This work is inside the TPSS. Why do we need a high voltage electrician? The TPSS will be off line and power down.									
	<b>Contractor Comments:</b>									
5	012220000078	HR	Principal Engineer							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	HR		40.00	x	\$205.00	x	1.0000	=	\$8,200.00
	<b>Equipment Excluded</b>		<b>Materials Excluded</b>							<b>\$8,200.00</b>
	<b>User Note:</b> Acceptance Testing & Power Study									
	<b>Item Note:</b>									
	<b>Owner Comments:</b> V:1.2-what does a principal engineer do?									
	<b>Contractor Comments:</b> V:1.3-See RESA, NETE Line Items (BH HMS)									
6	012220000079	HR	Senior Engineer							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	HR		120.00	x	\$154.38	x	1.0000	=	\$18,525.60
	<b>Equipment Excluded</b>		<b>Materials Excluded</b>							<b>\$18,525.60</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b> V:1.2-What does a senior engineer do?									
	<b>Contractor Comments:</b> V:1.3-See RESA, NETE Line Items (BH HMS)									
7	012223000941	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	DAY		5.00	x	\$1,305.20	x	1.0000	=	\$6,526.00
	<b>Equipment Excluded</b>									<b>\$6,526.00</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b> V:1.2-Why do we need 15 days? 2 days remove old equipment and 2 days install new equipment									
	<b>Contractor Comments:</b> V:1.3-Equipment required to remove existing and load, off load new to place into substation									



Att. A - AL 11 09/16/2021

# Price Proposal Detail

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Version: 2.0

Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

8	012223001290	WK	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	WK		3.00	x	\$3,593.11	x	1.0000	=	\$10,779.33
	<b>Equipment Excluded</b>									\$10,779.33
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b> V:1.2-why do we need 4 weeks?									
	<b>Contractor Comments:</b> V:1.3-Crew truck required for removal of existing, transport new to site. one truck allocated for the duration									
9	015219000003	MO	Portable Chemical Toilet							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	MO		3.00	x	\$189.87	x	1.0000	=	\$569.61
	<b>Labor Excluded</b>									
	<b>Equipment Excluded</b>									\$569.61
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
10	015626000156	LF	Temporary 8' High Chain Link Fence Panels (Portable), >18 Months							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	LF		20.00	x	\$11.13	x	1.0000	=	\$222.60
										\$222.60
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 11, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
09 Finishes							\$0.00			
11	096633130002		SF	Terrazzo, Epoxy System, Base Sparkproof, Conductive, Industrial						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	0.00	x	\$36.32	x	1.0000	=	\$0.00
										\$0.00

**User Note:** Non-Conductive flooring removed per MTS

**Item Note:**

**Owner Comments:**

**Contractor Comments:**





Att. A - AL 11 09/16/2021

# Price Proposal Detail

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Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
<b>26 Electrical</b>							<b>\$162,650.42</b>
12	260513160126		MLF	500 MCM, EPR, 15 KV, Installed In Duct, Shielded, Single Copper Conductor, 133% Insulation Cable			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
				Installation	MLF	0.00	x \$13,445.84
						x	1.0000
							=
							\$0.00
							\$0.00
<b>User Note:</b> Quantity - Minimum Buy at time of Proposal							
<b>Item Note:</b>							
<b>Owner Comments:</b> V:1.2-What is the length of needed cable? MTS MOW can provide them.							
<b>Contractor Comments:</b> V:1.3-To be supplied by MTS as needed (BH HMS)							
13	260513160210		EA	500 MCM Crimp Compression Connection For Bare Copper Wire			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
				Installation	EA	2.00	x \$184.28
						x	1.0000
							=
							\$368.56
							\$368.56
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
14	260513160246		EA	350 To 500 MCM Cable Termination 15 KV			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
				Installation	EA	2.00	x \$572.44
						x	1.0000
							=
							\$1,144.88
							\$1,144.88
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
15	260519160272		MLF	#8 AWG Cable - Type THHN-THWN 600 Volt Copper, Single Stranded, Placed In Conduit			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
				Installation	MLF	1.00	x \$882.79
						x	1.0000
							=
							\$882.79
							\$882.79
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							



Att. A - AL 11 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

16	260529000215	EA	3/4" Conduit Clip							
	<b>Accepted</b>									
		Installation	EA	Quantity	x	Unit Price	x	Factor	=	LineTotal
				10.00	x	\$3.08	x	1.0000	=	\$30.80
										\$30.80
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
17	260533130044	CLF	3/4" Rigid Galvanized Steel (RGS) Conduit Assembly With 3 #8 Copper THHN And 1 #10 Copper Insulated Grounding Conductor							
	<b>Accepted</b>									
		Installation	CLF	Quantity	x	Unit Price	x	Factor	=	LineTotal
				0.50	x	\$1,012.40	x	1.0000	=	\$506.20
										\$506.20
	<b>User Note:</b>									
	<b>Item Note:</b> Includes conduit, terminations, straps, wire as indicated. Not for use where detail is available.									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
18	Non-PrePriced Item	EA	RESA Switchgear 43rd St TPSS REV 03							
	<b>Accepted</b>									
			EA	Quantity	x	Unit Price	x	Factor	=	LineTotal
				1.00	x	\$159,717.19	x	1.0000	=	\$159,717.19
										\$159,717.19
	<b>User Note:</b> RESA detailed list included									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b> V:1.3-MTS must confirm the RESA switchgear parts and information contained in the equipment quote. RESA has changed Spares as requested by MTS. (BH HMS)									



Att. A - AL 11 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/05/2021 08:17:54 AM PST

Job: MTSJOC312-02: AC Switchgear Replacement at 43rd Street TPSS

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
<b>32 Exterior Improvements</b>							<b>\$612.75</b>
19	323113130800		LF	Removal And Reinstallation Of Chain Link Fence 6' To 12' Height			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
						<b>=</b>	<b>LineTotal</b>
				Installation	25.00	x	\$24.51
				LF		x	1.0000
						<b>=</b>	<b>\$612.75</b>
				<b>Materials Excluded</b>			<b>\$612.75</b>
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
<b>Total:</b>							<b>\$261,186.31</b>
<b>Proposal Total:</b>							<b>\$261,186.31</b>
<b>The Percentage of Non Pre-Priced on this Proposal:</b>							<b>61.15%</b>



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

## Agenda Item No. 12

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

September 16, 2021

#### SUBJECT:

RAIL REPLACEMENT - AMERICA PLAZA AND KETTNER GRADE CROSSING -  
WORK ORDER AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. MTSJOC269-11.01 (in substantially the same format as Attachment A), under MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), for the procurement of additional direct fixation fasteners necessary per the revised construction drawings in the amount of \$51,721.15, plus an additional project contingency of \$150,000 for potential unforeseen repairs.

#### Budget Impact

The total budget for this project shall not exceed \$51,721.15 plus \$150,000.00 contingency reserve for a total of \$201,721.15. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$1,008.56. This project is funded by MTS Capital Improvement Project (CIP) 2005112201 Rail Replacement – America Plaza & Kettner.

#### DISCUSSION:

The UC San Diego Blue Line currently terminates service at the America Plaza Trolley Station. With the opening of the Mid-Coast extension at the end of 2021, the UC San Diego Blue Line trolley service will continue through America Plaza, across the Kettner Blvd grade crossing, and continue north to the new terminal at the UTC Transit Center.

To minimize the potential future service disruptions, this project will replace approximately 800 track feet of existing rail, waterproofing, fasteners, and rubber rail



interface at America Plaza Trolley Station and the replacement of the existing grade crossing at Kettner Blvd. The Board approved the initial Work Order for this project on June 27, 2021 (AI 9). The project is scheduled to be completed prior to the start of Mid-Coast revenue service in November 2021.

There are two types of fasteners to be installed for this work, a rigid fastener used in curved sections of the rail, and an elastic fastener used along straight or tangent sections of rail. The original design assumed mostly elastic fasteners would be used for the project. Following execution of the original work order, the designer and contractor performed some field investigation, and jointly determined some of the elastic fasteners needed to be switched to rigid. The rigid fasteners are more expensive than the elastic, resulting in the change order 1 cost increase.

The project work will take place over three weekends in October, ahead of the Mid-Coast extension. To avoid any work slowdown associated with unforeseen conditions on the job site, a \$150,000 contingency reserve will be added to the funding authority for this contract.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
MTSJOC269-11	Original Work Order – America Plaza Rail Replacement	\$698,473.76	6/27/21, Item 9
MTSJOC269-11.01	Change Order 01 - procurement of additional direct fixation fasteners	\$51,721.15	Today's Proposed Action
To be determined	Contingency	\$150,000.00	Today's Proposed Action
	Total	\$900,194.91	

Pricing for this repair task order was reviewed and determined to be fair and reasonable, and a work order will be issued to Herzog in the amount of \$51,721.15. The work is scheduled to be completed in November 2021.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment No. MTSJOC269-11.01 (in substantially the same format as Attachment A), under MTS Doc. No. PWG269.0-19, with Herzog for the procurement of the additional direct fixation fasteners necessary per the revised construction drawings in the amount of \$51,721.15, plus an additional project contingency of \$150,000 for potential unforeseen repairs.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft Job Order Contract Amendment MTSJOC269-11.01



**JOB ORDER CONTRACT  
WORK ORDER**

**CONTRACT NUMBER**

PWG269.0-19

MTSJOC269-11.01  
**WORK ORDER NUMBER**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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: Herzog Contracting Corp. Address: 3760 Kilroy Airport Way Suite 120  
 Form of Business: Corporation Long Beach, CA 90806  
 (Corporation, partnership, sole proprietor, etc.)  
 Telephone: 562.426.4425  
 Authorized person to sign contracts: Clint Larison Senior Vice President of California Region  
 Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG269.0-19), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

**TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$51,721.15**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HERZOG CONTRACTING CORP.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	



## EXHIBIT A (Scope of Work)



**San Diego Metropolitan Transit System**

1255 Imperial Ave  
San Diego, California 92101

**Final Scope of Work**

Date: 8/23/2021

**Job Order Contracting**

To:		From:
<b>Contract No:</b>	PWG269.0-19	
<b>Job Order No:</b>	MTSJOC269-11.01	
<b>Job Order Title:</b>	America Plaza Rail Replacement	
<b>Location:</b>	Blue Line ROW 1255 Imperial Ave San Diego, CA 92101	
<b>Brief Scope of Work:</b>	This job order supplemental is for the revised plans and quantities provided by HDR on 6-2-21.	



The Contractor shall complete the construction of this project in its entirety, and shall provide all labor, materials, equipment, and traffic control required for all work including utility protection, procuring all materials, and performing all other work necessary to complete the work in accordance with this Detailed Scope of Work, and the Conformed Special Provisions.

This job order supplemental is for the revised plans and quantities provided by HDR on 6-2-21.

The Contractor Shall:

- Provide all labor, materials, equipment and required incidents to complete all work as shown in the revised 70% submittal drawings and quantities from HDR entitled APPR-70pct Plans\_2021-06-02 and APPR-70pct-Cost Estimate\_2021-06-02 as provided by MTS.

Owner Furnished Material Additions or Changes:

- The quantity of owner furnished H10 Direct Fixation Fastener Assemblies which includes fastener body, rail clip shims, rail clips, bolts, and lock nuts is reduced from 284 EA to 200 EA.

Contractor Furnished Material Additions or Changes:

- Reduce the quantity of F20R4 Direct Fixation Fastener Assemblies or approved equal from 220 EA to 152 EA based on the revised quantity changes as provided by HDR.
- Procure 178 EA - H10 Direct Fixation Fastener Assemblies which includes fastener body, rail clip shims, rail clips, bolts, and lock nuts.

Specifications:

All work shall conform to the Special Provisions within the executed MTS Job Order Contract (JOC) PWG269.0-19 and MTSJOC269-11

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Owner Project Manager

Date

INDEX OF DRAWINGS

SHT NO	DWG NO	DESCRIPTION
1	G00	TITLE SHEET, LOCATION MAP AND INDEX OF DRAWINGS
2	G01	GENERAL NOTES
3	G02	LEGEND, ABBREVIATIONS, AND SYMBOLS
4	G03	SURVEY CONTROL
5	TR11	TRACK GEOMETRY
6	TR21	TRACK PLAN AND PROFILE WB STA 0+00.00 TO 4+55.24
7	TR22	TRACK PROFILE EB STA 0+00.00 TO 4+67.75
8	TR31	SPECIAL TRACKWORK - KETTNER BLVD
9	TR32	GRADE CROSSING PLANS - KETTNER BLVD
10	TR42	CONSTRUCTION DETAILS
		FOR REFERENCE ONLY - AMERICA PLAZA TRANSIT STATION DETAIL PLAN AND TYPICAL SECTION
		FOR REFERENCE ONLY - "C" STREET SPECIAL TRACKWORK "C" STREET DOUBLE CROSSWORK
		- LAYOUT AND PAVING
		FOR REFERENCE ONLY - C STREET INTERLOCKING DETAIL PLAN & TYPICAL SECTIONS SH. 23 OF 23
		FOR REFERENCE ONLY - C STREET INTERLOCKING PARKING GARAGE CONDUIT LAYOUT SH. 22 OF 23
		FOR REFERENCE ONLY - RAC0159_743A-REFERENCE
		FOR REFERENCE ONLY - RUBBER RAIL INTERFACE ASSEMBLIES FOR RAIL REPLACEMENT PROJECT

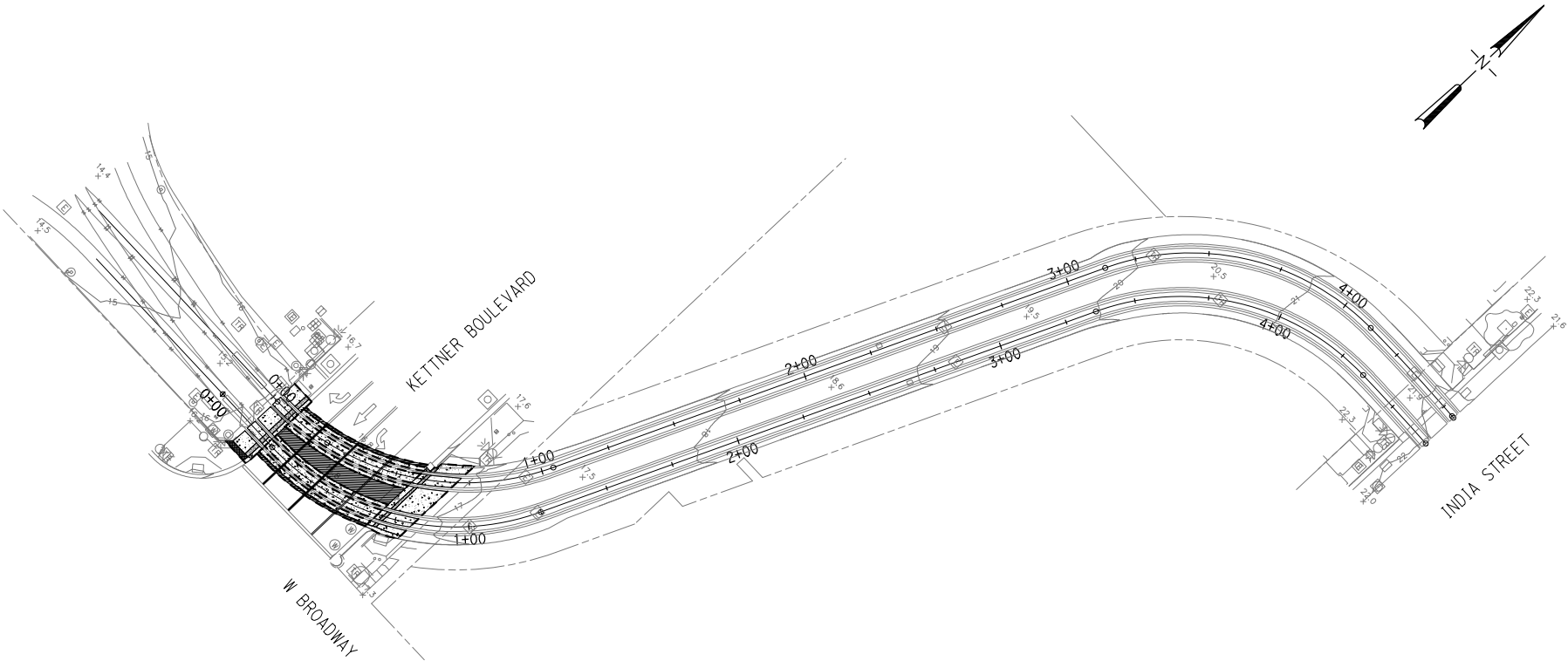
IMPORTANT NOTICE

SECTION 4216/4217 OF THE GOVERNMENT  
CODE REQUIRES A DIG ALERT IDENTIFICATION  
NUMBER BE ISSUED BEFORE A  
"PERMIT TO EXCAVATE" WILL BE VALID.  
FOR YOUR DIG ALERT I.D. NUMBER CALL  
UNDERGROUND SERVICE ALERT  
TOLL FREE 1-800-422-4133  
TWO WORKING DAYS BEFORE YOU DIG.

WORK TO BE DONE

STANDARD SPECIFICATION:  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,  
STANDARD SPECIFICATIONS, 2018 EDITION  
  
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)  
CURRENT VERSION

METROPOLITAN TRANSIT SYSTEM  
AMERICA PLAZA RAIL REPLACEMENT



NO.	DATE	REVISIONS	BY	CHK	APRV



70%  
SUBMITTAL  
NOT FOR CONSTRUCTION

DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	04/21
CHECKED BY R. BOLEY	04/21
PRJ. ENG. G. MCKEE	04/21



AMERICA PLAZA RAIL REPLACEMENT		SCALE NTS
TITLE SHEET, LOCATION MAP AND INDEX OF DRAWINGS		CONTRACT NO. G1947.0-17
		DRAWING NO. G00 A-5
		SHEET NO.

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES

0 1 2 3

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ct:\pwworking\west01\al880976\NCTD-11x17bw.pdf,pl1cfcg

6/2/2021  
ct:\pwworking\west01\al871271\10257691-001.dgn

MTS GENERAL NOTES:

1. A RIGHT OF ENTRY (ROE) PERMIT IS NECESSARY WHEN ENTERING MTS / SAN DIEGO AND ARIZONA EASTERN (SD&AE) RIGHT-OF-WAY (MTS R/W), INCLUDING AIRSPACE, FOR ANY PURPOSE. A ROE PERMIT IS ALSO REQUIRED WHEN WORKING IN PUBLIC RIGHT-OF-WAY OCCUPIED BY MTS / SD&AE FACILITIES. INFORMATION TO APPLY FOR ROE CAN BE OBTAINED FROM MTS5#325 WEBSITE AT: HTTP://WWW.SDMTS.COM/BUSINESS/PERMITS.ASP OR CONTACT MTS RIGHT OF WAY SERVICES AT TEL. (619) 557-4501. APPLICANT/CONTRACTOR IS REFERRED TO AS THE "PERMITTEE"
2. CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, PROFESSIONAL LIABILITY (IF APPLICABLE), POLLUTION LIABILITY (IF APPLICABLE), AND WORKMAN'S COMPENSATION MUST BE SUBMITTED AND APPROVED BY MTS BEFORE THE PERMIT WILL BE PROCESSED. FULL INSURANCE REQUIREMENT GUIDELINES CAN BE ACCESSED FROM THE MTS WEBSITE NOTED ABOVE.
3. MOST GENERAL LIABILITY INSURANCE POLICIES DO NOT COVER RAILROADS. ANY EXCLUSIONS RELATING TO PERFORMANCE OF OPERATIONS WITHIN THE VICINITY OF ANY RAILROAD, BRIDGE, TRESTLE, TRACK, ROADBED, TUNNEL UNDERPASS, OR CROSSING MUST BE DELETED FROM ALL POLICIES BY ENDORSEMENT. ADDITIONALLY, A SEPARATE RAILROAD PROTECTIVE LIABILITY POLICY WILL MOST LIKELY BE REQUIRED AFTER PROJECT REVIEW AS DEEMED NECESSARY BY MTS.
4. ALL PERSONNEL PERFORMING WORK ON MTS R/W, OR ENTERING MTS R/W, SHALL REQUIRE PROPER MTS RAIL SAFETY TRAINING CERTIFICATION PRIOR TO ENTERING MTS R/W, IN ADDITION TO AND SEPARATE FROM REQUIRED TRAINING SPECIFIED ON NCTD GENERAL NOTES. ANY CONTRACTORS OR SUBCONTRACTORS PERFORMING WORK ON BEHALF OF PERMITTEE, SHALL BE DEEMED AS AGENTS OF PERMITTEE AND SHALL REQUIRE SAID TRAINING AS WELL. FOR TRAINING INFORMATION, EMAIL [rwsf@sdmts.com](mailto:rwsf@sdmts.com). TRAINING CERTIFICATION IS VALID FOR ONE YEAR AND IS CONFINED TO MTS/SD&AE FACILITIES ONLY.
5. PERMITTEE SHALL PROVIDE MTS WITH AN APPROVED SET OF TRAFFIC CONTROL PLANS THAT CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND COMPLY IN PARTICULAR WITH PART 8 "TRAFFIC CONTROL FOR RAILROAD AND LIGHT RAIL TRANSIT GRADE CROSSING".
6. IF PROJECT INVOLVES CASING SLEEVES UNDER RAILROAD TRACKS AND ACROSS MTS R/W, PERMITTEE SHALL ADHERE TO MTS JACK AND BORE DESIGN CRITERIA AND CONSTRUCTION NOTES.
7. A PRE-CONSTRUCTION MEETING WILL BE REQUIRED WITH MTS/SDTI PRIOR TO WORK COMMENCING WITHIN MTS R/W. A WRITTEN NOTICE OF PLANNED START OF WORK MUST BE SUBMITTED TO MTS A MINIMUM OF FIVE (5) BUSINESS DAYS PRIOR TO WORK STARTRING IN MTS R/W. ALL WORK WILL BE STOPPED AND PERMITTEE WILL NOT BE ALLOWED IN MTS R/W WITHOUT PROPER NOTIFICATION.
8. PERMITTEE'S ON-SITE SUPERVISION SHALL RETAIN/MAINTAIN A FULLY EXECUTED COPY OF THE RIGHT OF ENTRY PERMIT AT ALL TIMES WHILE ON MTS R/W.
9. SDTI RAIL FLAGGING WILL BE REQUIRED ANYTIME WORK IS WITHIN FIFTEEN (15) FEET OF ANY OPERABLE TRACK INCLUDING AIRSPACE OR AS DEEMED NECESSARY BY MTS. A SDTI FLAGPERSON/RIGHT-OF-WAY WORK REQUEST FORM MUST BE SUBMITTED TO SDTI A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO ANTICIPATED WORK. FORMS ARE ATTACHED TO THE ROE PERMIT OR CAN BE REQUESTED THROUGH MTS RIGHT OF WAY SERVICES.
10. A SDTI TRACTION POWER SHUTDOWN MAY BE NECESSARY FOR THE WORK ZONE TO PROTECT AND MAINTAIN THE REQUIRED TEN (10) FOOT CLEARANCE FROM TROLLEY OVERHEAD HIGH VOLTAGE CATENARY SYSTEM (OCS). PERMITTEE SHALL SUBMIT A SDTI RED TAG/ TRACTION POWER REMOVAL REQUEST FORM TO SDTI AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF WORK. POWER SHUTDOWNS SHALL ONLY BE ALLOWED DURING NON-OPERATING TROLLEY HOURS. FORMS ARE ATTACHED TO THE ROE PERMIT OR CAN BE REQUESTED THROUGH MTS RIGHT OF WAY SERVICES.
11. PERMITTEE SHALL CONTACT AND SCHEDULE DIG-ALERT AND CABLE PIPE AND LEAK ("CPL") PRIOR TO ANY EXCAVATION IN MTS R/W. PERMITTEE SHALL NOTIFY MTS A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO THE SCHEDULED UTILITY MARKOUT REQUEST AND SHALL SUBMIT A SDTI FLAGPERSON / RIGHT-OF-WAY WORK REQUEST FORM. SDTI PERSONNEL SHALL ACCOMPANY CPL FOR ANY MARKOUT OF TROLLEY FACILITIES.
12. PERMITTEE SHALL ADHERE TO CONSTRUCTION AND SAFETY STANDARDS REQUIRED BY MTS OF THEIR CONTRACTORS WHEN WORKING WITHIN MTS R/W.
13. PERMITTEE SHALL PERFORM ALL WORK IN ACCORDANCE WITH APPLICABLE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) AND CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (CAL-OSHA) REGULATIONS, MTS LRT DESIGN CRITERIA, AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION (AREMA) STANDARD SPECIFICATIONS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) GUIDELINES AND MTS, SDTI AND SD&IV OPERATIONS AND SAFETY POLICIES.
14. PERMITTEE AGREES THAT NO WORK BY HIMSELF OR HIS AUTHORIZED AGENT WILL INTERFERE WITH RAILROAD/TROLLEY OPERATIONS.
15. PERMITTEE AGREES TO COORDINATE ON A DAILY BASIS A REASONABLE ACCESS TO ALL MTS/SD&AE FACILITIES WITH CONTRACT OPERATORS, SDTI, AND SD&IV. SDTI TROLLEY OPERATIONS ARE GENERALLY FROM THE HOURS OF 4:00 A.M. TO 2:00 A.M. THE FOLLOWING DAY. SD&IV FREIGHT TRAINS NORMAL OPERATIONS ARE DURING NON TROLLEY HOURS.
16. PERMITTEE SHALL MAINTAIN SAFE PEDESTRIAN ACCESS TO ALL TROLLEY PLATFORMS AND BUS STOPS AT ALL TIMES. A MINIMUM FIVE (5) FOOT WIDE ACCESSIBLE PEDESTRIAN PATH THROUGH THE CONSTRUCTION SITE SHALL BE MAINTAINED AT ALL TIMES. THE CONSTRUCTION BOUNDARY SHALL CONSIST OF A TOP AND BOTTOM RAIL CONSTRUCTED OF PLASTIC PIPE, OSHA PLASTIC MESH, OR APPROVED EQUAL. YELLOW CAUTION TAPE IS NOT ACCEPTABLE.
17. PERMITTEE SHALL NOT STORE EQUIPMENT, TOOLS, AND MATERIALS WITHIN FIFTEEN (15) FEET FROM TROLLEY OPERABLE TRACK AND WITHIN TWENTY-FIVE (25) FEET FROM FREIGHT TRACK OPERATIONS.
18. PERMITTEE SHALL NOT USE OR STORE HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR PETROLEUM OR OIL AS DEFINED BY APPLICABLE ENVIRONMENTAL LAWS ON MTS R/W.
19. NO VEHICULAR CROSSING OVER TRACKS SHALL BE INSTALLED OR USED BY PERMITTEE WITHOUT PRIOR WRITTEN PERMISSION OF RAILROAD.
20. A WRITTEN NOTICE SHALL BE SUBMITTED TO MTS ONE (1) BUSINESS DAY AFTER WORK IS COMPLETED WITHIN MTS R/W. ANY ADDITIONAL WORK REQUIRED TO REPLACE OR REPAIR THE RAILROAD FACILITIES IN GOOD WORKING ORDER WILL BE THE PERMITTEE'S RESPONSIBILITY PRIOR TO RELIEF FROM MAINTENANCE WITHIN THE PERMIT AREA.

MTS GENERAL NOTES (CONT'D):

21. THE TERM "RAILROAD" SHALL MEAN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS).
22. THE CONTRACTOR MUST UNDERSTAND THE CONTRACTOR'S RIGHT TO ENTER RAILROAD'S RIGHT OF WAY IS SUBJECT TO ABSOLUTE RIGHT OF RAILROAD TO CAUSE THE CONTRACTOR'S WORK OR RAILROAD'S RIGHT OF WAY TO CEASE IF, IN OPINION OF RAILROAD, CONTRACTOR'S ACTIVITIES CREATE A HAZARD TO RAILROAD'S RIGHT OF WAY, EMPLOYEES, AND OPERATIONS.

GENERAL NOTES:

1. THE CONTRACTOR SHALL REVIEW EXISTING CONDITIONS ON THE SITE DURING THE BIDDING AND SHALL VERIFY ALL SITE CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES BETWEEN THE PLANS AND THE ACTUAL SITE CONDITIONS.
2. THE CONTRACTOR'S WORK SHALL CONFORM TO ALL REQUIREMENTS SPECIFIED IN THE SPECIAL PROVISION AND AS SHOWN HEREIN.
3. THE CONTRACTOR'S WORK SHALL CONFORM TO ALL REQUIREMENTS SPECIFIED IN THE SPECIAL PROVISIONS AND AS SHOWN HERIN.
4. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACTOR DOCUMENTS AND SPECIFICATIONS PRESENT THE FINISHED CONDITION. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
7. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DESIGN CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAW AND REGULATIONS.
8. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
9. WHEN GIVEN THE NOTICE TO PROCEED, THE CONTRACTOR SHALL DEVELOP AND SUBMIT FOR APPROVAL A CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAGING ALL CONSTRUCTION FOR MINIMAL IMPACT TO TRAIN SERVICE AND THE FLOW OF STREET TRAFFIC. CONTRACTOR SHALL WORK CLOSELY WITH SDTI OPERATIONS IN PREPARING SAID SCHEDULE.

UTILITY NOTES:

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND ARE NOT NECESSARILY IN THE LOCATION SHOWN ON THE PLANS. CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UTILITY SHOWN ON THE PLANS PRIOR TO CONSTRUCTION. CONTRACTOR IS ALSO DIRECTED TO THE GENERAL NOTES SHOWN HEREON FOR ADDITIONAL INFORMATION/INSTRUCTION REGARDING UTILITIES.

GRADE CROSSINGS:

1. CONTRACTOR SHALL USE SURVEY CONTROL POINT, INCLUDING BENCH MARKS, CLOSEST TO EACH GRADE CROSSING.
2. THE CONTRACTOR SHALL PREPARE AND SUBMIT TRAFFIC CONTROL PLANS IN ACCORDANCE WITH THE SPECIFICATIONS.
3. RAIL SHALL BE NEW RE RAIL 115 LB PER LINEAR YARD.
4. ALL MANUFACTURER'S RECOMMENDATIONS FOR CONCRETE PANEL CROSSING INSTALLATION SHALL BE FOLLOWED BY CONTRACTOR UNLESS OTHERWISE DIRECTED BY ENGINEER.
5. CONTRACTOR SHALL DEMOLISH AND DISPOSE OF EXISTING ASPHALT PAVEMENT, CONCRETE AND ANY OTHER MATERIAL NOT USED. DISPOSAL SHALL OCCUR OUTSIDE OF THE RR RIGHT OF WAY.
6. WHERE EXISTING CURB OR GUTTER IS TO REMAIN AND AT JOINTS TO EXISTING AC PAVEMENT AN AC PAVEMENT CAP IS TO BE APPLIED ADJACENT THERETO, THE CONTRACTOR SHALL FIRST REMOVE PAVEMENT BY COLD PLANING TO ALLOW MINIMUM 1 1/2 INCH OVERLAY THICKNESS.
7. CONTRACTOR SHALL RESET ALL SURVEY MONUMENTS DAMAGED OR BURIED AS A RESULT OF HIS OPERATIONS.
8. WHERE NEW STRIPING IS NOT INDICATED, CONTRACTOR SHALL REPLACE EXISTING STRIPING AND PAVEMENT MARKERS IN AREAS OF NEW PAVEMENT IN SAME LOCATION AND IN KIND (ALYKID THERMO PLASTIC, PAINT, RAISED MARKERS/REFLECTORS, ETC.)
9. IN AREAS WHERE THE CONTRACTOR APPLIES A/C CAP OR CONSTRUCTS A NEW STREET STRUCTURAL SECTION, INCLUDING SIDEWALK, THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING VALVE BOXES, MANHOLES, AND ANY OTHER SIMILAR UTILITY SYSTEM APPURTENANCE. SEE SPECIFIC CROSSING PLANS.

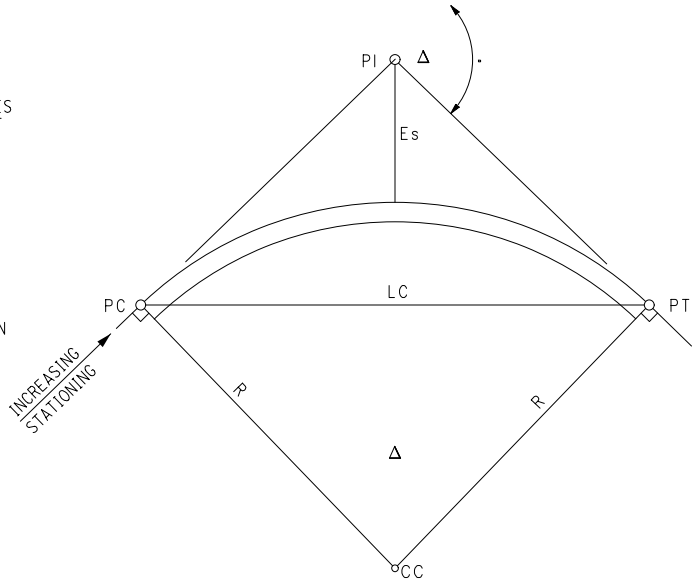


FIGURE A  
SIMPLE CIRCULAR CURVE

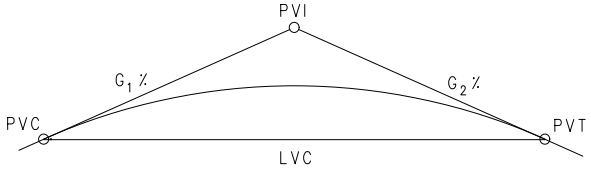


FIGURE B  
VERTICAL CURVE

Att. A, AI 12, 09/16/2021

- Delta

R

Dc

Lc

Es

Lc

Tc
- CENTRAL ANGLE OF CIRCULAR CURVE  
RADIUS  
DEGREE OF CURVATURE (ARC DEFINITION)  
LENGTH OF CIRCULAR CURVE (ARC DEFINITION)  
EXTERNAL DISTANCE FROM PI TO CIRCULAR CURVE  
CHORD LENGTH (DISTANCE FROM PC TO PT)  
TANGENT LENGTH OF CIRCULAR CURVE (DISTANCE FROM PC / PT TO PI)
- PC

PI

CC

PT
- POINT OF CURVATURE  
POINT OF INTERSECTION OF CIRCULAR CURVE  
CURVE CENTER  
POINT OF TANGENCY
- E

Ed

Eu

V
- EQUILIBRIUM ELEVATION OF OUTSIDE RAIL (INCHES)  
ACTUAL ELEVATION OF OUTSIDE RAIL (INCHES)  
UNDERBALANCE / CANT DEFICIENCY ELEVATION OF OUTSIDE RAIL (INCHES)  
VELOCITY (MILES PER HOUR)

NOTES:

1. CIRCULAR CURVES ARE DEFINED BY THE ARC DEFINITION.
2. ALL ANGLES ARE IN DEGREES, DISTANCES AND LENGTHS ARE IN FEET, EXCEPT SUPERELEVATIONS ARE IN INCHES AND SPEEDS ARE IN MILES PER HOUR (MPH).

IMPORTANT NOTICE

SECTION 4216/4217 OF THE GOVERNMENT  
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NUMBER BE ISSUED BEFORE A  
"PERMIT TO EXCAVATE" WILL BE VALID.  
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TWO WORKING DAYS BEFORE YOU DIG.

NO.	DATE	REVISIONS	BY	CHK	APRV



70%  
SUBMITTAL  
NOT FOR CONSTRUCTION

DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	04/21
CHECKED BY R. BOLEY	04/21
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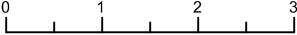


AMERICA PLAZA  
RAIL REPLACEMENT

GENERAL NOTES

SCALE	
NTS	
CONTRACT NO.	
G1947.0-17	
DRAWING NO.	SHEET NO.
GOI A-6	

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES



LEGEND

EXISTING IMPROVEMENTS

ITEM		SYMBOL
ABANDONDED LINE	-----	
ACCESS CONTROL (CALTRANS)	-----	
ASPHALT SURFACE	-----	
BUILDING	-----	
BRUSH LINE/TREE LINE	-----	~~~~~
COMMUNICATION LINE	-----	----- COMM -----
CONCRETE SURFACE	-----	
CURB	-----	
DIRT SURFACE	-----	
DOMESTIC WATER	-----	----- W -----
EXISTING TRACK	-----	
FENCE AND HANDRAILS	-----	----- X -----
FENCE WALL	-----	----- X -----
FIBER OPTIC LINE	-----	----- FOC -----
GAS	-----	----- G -----
GUARD RAIL	-----	-----
GUTTER	-----	-----
5' CONTOUR	-----	----- 80 -----
1' CONTOUR	-----	----- 79 -----
OVERHEAD ELECTRIC	-----	----- E -----
OVERHEAD TELEPHONE	-----	----- T -----
PARKING LOT LINES	-----	
PROPERTY LINE	-----	
RAILROAD TRACK	-----	
RIGHT OF WAY (CALTRANS)	-----	
RIGHT OF WAY (MTS)	-----	
RIGHT OF WAY (CITY OF SAN DIEGO)	-----	
ROADWAY GUARDRAIL	-----	-----
ROAD STRIPING	-----	
SANITARY SEWER	-----	----- SS -----
STORM DRAIN	-----	----- SD -----
WATER LINE	-----	----- W -----
CATENARY POLE	-----	-----
ROADWAY CENTERLINE	-----	----- T -----
TRASH CAN	-----	-----
TRAFFIC SIGNAL	-----	-----
GUY ANCHOR	-----	-----
WATER MANHOLE	-----	----- W -----
LIGHT STANDARD	-----	----- L -----
TICKET VENDING MACHINE	-----	----- TVM -----
WATER METER	-----	----- WM -----
STORM DRAIN MANHOLE	-----	----- SD -----
STORM SEWER MANHOLE	-----	----- SW -----
WATER VALVE	-----	----- WV -----
FIRE HYDRANT	-----	----- FH -----
TELEPHONE PULLBOX	-----	----- PP -----
SEWER CLEANOUT	-----	----- SCO -----
LIGHT COMMUNICATION PULLBOX	-----	----- LCPB -----
LIGHT STANDARD PULLBOX	-----	----- LSPB -----
ELECTRICAL PULLBOX	-----	----- EPB -----
TRAFFIC SIGNAL PULLBOX	-----	----- TSPB -----
*NOTE: CONTOUR INTERVAL IS 1'		

PROPOSED IMPROVEMENTS

IMPROVEMENT	STANDARD DWGS.	SYMBOL
MAJOR CONTOUR	-----	-----
MINOR CONTOUR	-----	-----
FLOWLINE	-----	(X%)
SLOPE	-----	
NEW ASPHALT CONCRETE PAVING	SDG-113	
EXISTING TRACK CENTERLINE	-----	-----
SAWCUT LINE	-----	-----
PROPOSED EB, WB	-----	-----
NEW PAVEMENT LIMITS	-----	-----
SURVEY CONTROL MONUMENT	-----	XXX
STOCK RAIL	-----	-----
SWITCH POINTS	-----	-----
NEW CONCRETE	-----	-----
EPOXY PEBBLE STRIP	-----	-----

SYMBOLS

Ø	DIAMETER
&	AND
℄	CENTERLINE
⊠	INSULATED JOINT

ABBREVIATIONS

GENERAL

ABT	ABOUT
ABUT	ABUTMENT
AC	ASPHALT CONCRETE
AHD	AHEAD
APN	ASSESOR'S PARCEL NUMBER
APPROX.	APPROXIMATELY
AVE	AVENUE
AWW	ABSOLUTE WORK WINDOW
BC	BEGIN CURVE
BCCP	BRASS CAP CONTROL POINT
B/	BOTTOM OF
B.F.	BACK FLOW
BK	BACK
BLVD	BOULEVARD
BM	BENCHMARK
BMP	BEST MANAGEMENT PRACTICES
B.O.	BLOW OFF
BOR	BASE OF RAIL
BOT	BOTTOM
BR	BRIDGE
BTWN	BETWEEN
C/C	CENTER-TO-CENTER
CL	CENTERLINE
CA.	CALIFORNIA
CFS	CUBIC FEET PER SECOND
CIDH	CAST-IN-DRILLED-HOLE
CIP	CAST-IN-PLACE
CISS	CAST-IN-STEEL-SHELL
CLR	CLEARANCE
CO.	COMPANY
CONC	CONCRETE
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CONT'D	CONTINUED
CP	CONTROL POINT
CWR	CONTINUOUS WELDED RAIL
CY	CUBIC YARD
DB	DUCT BANK
DEPT.	DEPARTMENT
DI	DROP INLET
DIA	DIAMETER
DF	DIRECT FIXATION
DWG.	DRAWING
DR	DRIVE
DWY	DRIVEWAY
EC	END CURVE
EA	EACH
E.G.	FOR EXAMPLE
E	EASTING
EB	EASTBOUND
EIC	EMPLOYEE IN CHARGE
ELEC	ELECTRICAL
ELEV	ELEVATION
ESA	ENVIRONMENTALLY SENSITIVE AREA
EST	ESTIMATED

GENERAL CONT'D

EQ	EQUAL
EX/EXIST	EXISTING
FH	FENCE HINGE
FG	FINISHED GRADE
FL	FLOWLINE
FM	FORCE MAIN
FPS	FEET PER SECOND
FT	FEET
FW	FIELD WELD
GA	GAUGE
GB	GRADE BREAK
GALV	GALVANIZED
GRND	GROUND
HOR	HORIZONTAL
HP	HIGH POINT
HP	HIGH PRESSURE
HWY	HIGHWAY
ID	INSIDE DIAMETER/INNER DIAMETER
IE	INVERT ELEVATION
INC.	INCORPORATED
IJ	INSULATED JOINT
INST.	INSTRUMENT
JT	JOINT
JROE	JOINT RIGHT OF ENTRY
L&D	LEAD AND DISC
L	LENGTH
LB	POUND
LF	LINEAR FOOT
LOL	LAYOUT LINE
L.S.	LICENSED SURVEYOR
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MHHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MK	MARK
ML	MAINLINE
MOC	MIDDLE OF CURVE
MOW	MAINTENANCE OF WAY
MP	MILE POST
MT	MAIN TRACK
MT-1	NCTD MAIN TRACK 1
MT-2	NCTD MAIN TRACK 2
N	NORTHING
NB	NORTHBOUND
NF	NOT FOUND
NIC	NOT IN CONTRACT
No.	NUMBER
NOI	NOTICE OF INTENT
NTS	NOT TO SCALE
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OG	ORIGINAL GRADE

GENERAL CONT'D

OTM	OTHER TRACK MATERIAL
PCC	PORTLAND CEMENT CONCRETE
PED	PEDESTAL
PH	POTHOLE
POTO	POWER OPERATED TURNOUT
PROP	PROPOSED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
R/W	RIGHT-OF-WAY
REINF	REINFORCEMENT
REQ'D	REQUIRED
RD	ROAD
RIM	TOP OF MANHOLE RIM
ROW	RIGHT-OF-WAY
RR	RAILROAD
RSP	ROCK SLOPE PROTECTION
RP	RAILING POST
RT	RIGHT
RW	RETAINING WALL
SD	STORM DRAIN
SE	SUPERELEVATION
SF	SQUARE FOOT
SGH	SUBGRADE HINGE
SHT	SHEET
SIG	SIGNAL
SIM	SIMILAR
SOHT	SAN ONOFRE HOUSE TRACK
ST	STREET
STA	STATION
STD	STANDARD
SWMDCMA	STORM WATER MANAGEMENT AND DISCHARGE CONTROL MAINTENANCE AGREEMENT
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
T	THICKNESS
T/	TOP OF
T/R, TR	TOP OF RAIL
TC	TRACK CENTERS
TEMP	TEMPORARY
TO	TURNOUT
TRK	TRACK
TYP	TYPICAL
UD	UNDERDRAIN
VER	VERTICAL
VMAX	MAXIMUM VELOCITY
W	WIDTH
WB	WESTBOUND
WBL BD	WILLIAMS BASE LINE BRASS DISC
W/	WITH

TRACK

D <sub>c</sub>	DEGREE OF CURVE
Δ <sub>c</sub>	DEFLECTION ANGLE - CIRCULAR CURVE
Δ <sub>T</sub>	DEFLECTION ANGLE - TOTAL CURVE
θ <sub>s</sub>	DEFLECTION ANGLE - SPIRAL
E	EQUILIBRIUM SUPERELEVATION
E <sub>a</sub>	ACTUAL SUPERELEVATION
E <sub>u</sub>	UNBALANCED SUPERELEVATION
L <sub>c</sub>	LENGTH OF CIRCULAR CURVE
L <sub>s</sub>	LENGTH OF SPIRAL
L <sub>T</sub>	LENGTH OF TOTAL CURVE
R	RADIUS
T	TANGENT
POB	POINT OF BEGINNING
PC	POINT OF CURVATURE
CS	POINT OF CIRCULAR CURVE TO SPIRAL
POE	POINT OF ENDING
PI	POINT OF INTERSECTION
PI	POINT OF INTERSECTION - CIRCULAR CURVE
SPI	POINT OF INTERSECTION - SPIRAL
PI <sub>c</sub>	POINT OF INTERSECTION - TOTAL CURVE
PITO	POINT OF INTERSECTION OF TURNOUT
SC	POINT OF SPIRAL TO CIRCULAR CURVE
ST	POINT OF SPIRAL TO TANGENT
PS	POINT OF SWITCH
PT	POINT OF TANGENCY
TS	POINT OF TANGENT TO SPIRAL
POC	POINT ON CURVE
POS	POINT ON SPIRAL
POT	POINT ON TANGENT
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT

AGENCIES

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AMTRAK	NATIONAL RAILROAD PASSENGER CORPORATION
AREMA	AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
A.S.T.M.	AMERICAN SOCIETY FOR TESTING MATERIALS
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
BNSF	BURLINGTON NORTHERN SANTA FE RAILWAY
CALTRANS	CALIFORNIA DEPARTMENT OF TRANSPORTATION
CCC	CALIFORNIA COASTAL COMMISSION
EPA	ENVIRONMENTAL PROTECTION AGENCY
FRA	FEDERAL RAILROAD ADMINISTRATION
ICG	ICG TELECOM GROUP INC.
LRFD	LOAD AND RESISTANCE FACTOR DESIGN
MCI	MICROWAVE COMMUNICATIONS, INC.
MTS	METROPOLITAN TRANSIT SYSTEM
NCTD	NORTH COUNTY TRANSIT DISTRICT
RWOCB	REGIONAL WATER QUALITY CONTROL BOARD
SANDAG	SAN DIEGO ASSOCIATION OF GOVERNMENTS
SANDWD	SAN DIEGO WATER DISTRICT
SBSD	SOLANA BEACH SANITATION DISTRICT
SCRRA	SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
SCGC	SOUTHERN CALIFORNIA GAS COMPANY
SCTC	SOUTHERN CALIFORNIA TELEPHONE COMPANY
SDG&E	SAN DIEGO GAS AND ELECTRIC COMPANY
SDRS/SDRS D	SAN DIEGO REGIONAL STANDARDS DRAWINGS
S.D.U.P.D.	SAN DIEGO UNIFIED PORT DISTRICT
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
USFWS	UNITED STATES FISH AND WILDLIFE SERVICE
UPRR	UNION PACIFIC RAILROAD



70%  
SUBMITTAL  
NOT FOR CONSTRUCTION

DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	04/21
CHECKED BY R. BOLEY	04/21
PRJ. ENG. G. MCKEE	04/21



AMERICA PLAZA  
RAIL REPLACEMENT

LEGEND, ABBREVIATIONS,  
AND SYMBOLS

SCALE

NTS

CONTRACT NO.

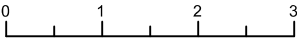
G1947.0-17

DRAWING NO.

G02 A-7

SHEET NO.

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES



09/16/2021  
09/16/2021

DATE: 3-7-2018  
FILE: 10081486-A-G06.DGN

LEGEND

XXX SURVEY CONTROL MONUMENT

BASIS OF COORDINATES: (NAD83)

THE BASIS OF COORDINATES FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83) CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983 (CCS83) ZONE 6 (EPOCH 1991.35) BASED LOCALLY UPON THE FOLLOWING CONTROL POINTS PER RECORD OF SURVEY 14492.

STATION	NORTHING	EASTING	DESCRIPTION
173	1844207.58	6288295.73	BD "MUNI" IN CONC MON
165	1844844.17	6271176.83	BD "HAY RESET" IN CONC WALK
174	1839744.91	6279343.96	BD "GPS 0174 1992" IN 2" IRON PIPE

GRID BEARING BETWEEN #173 AND #165 = N 87°52'13" W.

VERTICAL CONTROL: (NAVD88)

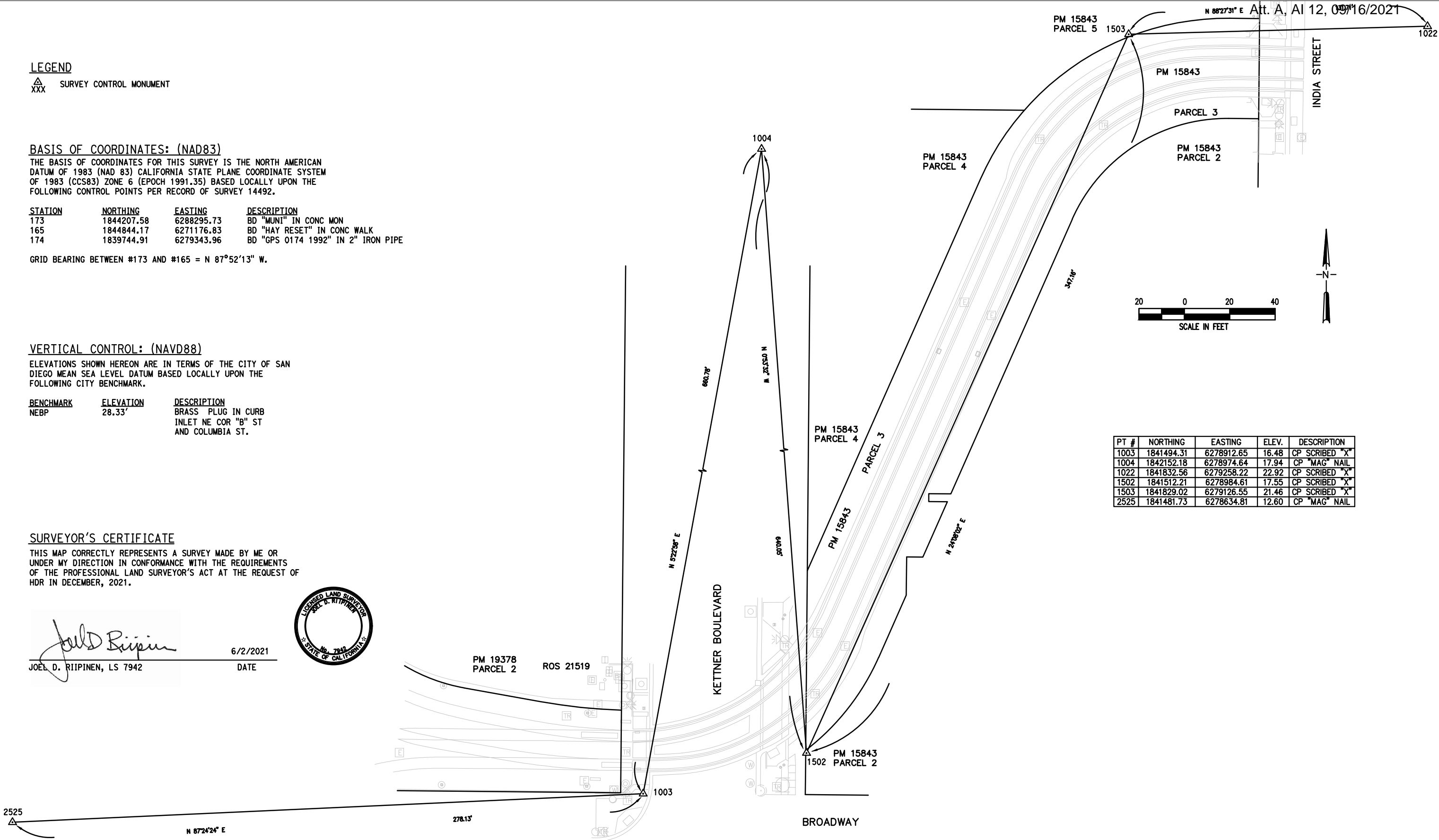
ELEVATIONS SHOWN HEREON ARE IN TERMS OF THE CITY OF SAN DIEGO MEAN SEA LEVEL DATUM BASED LOCALLY UPON THE FOLLOWING CITY BENCHMARK.

BENCHMARK	ELEVATION	DESCRIPTION
NEBP	28.33'	BRASS PLUG IN CURB INLET NE COR "B" ST AND COLUMBIA ST.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF HDR IN DECEMBER, 2021.

JOEL D. RIIPINEN, LS 7942  
DATE 6/2/2021



PT #	NORTHING	EASTING	ELEV.	DESCRIPTION
1003	1841494.31	6278912.65	16.48	CP SCRIBED "X"
1004	1842152.18	6278974.64	17.94	CP "MAG" NAIL
1022	1841832.56	6279258.22	22.92	CP SCRIBED "X"
1502	1841512.21	6278984.61	17.55	CP SCRIBED "X"
1503	1841829.02	6279126.55	21.46	CP SCRIBED "X"
2525	1841481.73	6278634.81	12.60	CP "MAG" NAIL



AGUIRRE & ASSOCIATES  
8363 CENTER DR., SUITE 5A, LA MESA, CA 91942  
PH: (619)464-6978 FAX: (619)464-7203

LAND SURVEYING • MAPPING • RIGHT-OF-WAY ENGINEERING

DESIGNED BY	DATE
J. RIIPINEN	06/21
DRAWN BY	
K. ANDERSON	06/21
CHECKED BY	
J. RIIPINEN	06/21
PRJ. ENG.	
G. MCKEE	06/21



AMERICA PLAZA  
RAIL REPLACEMENT

SURVEY CONTROL

SCALE

1" = 20'

CONTRACT NO.

G1497.0-17

DRAWING NO.

G03 A-8

SHEET NO.

3

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES

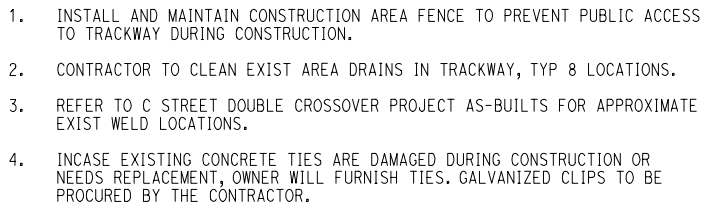


WESTBOUND ALIGNMENT GEOMETRY TABLE

POINT TYPE	STATION	NORTHING	EASTING	DELTA/ BEARING	ROTATION/ DIRECTION	Dc (D°M'S")	RADIUS (FEET)	LENGTH (FEET)	E (LRT)	Ed	Eu (LRT)	LRT DESIGN SPEED (MPH)
POB/PS	0+00.00	1841519.654	6278906.214									
				S 89°23'16" E				2.31	-	-	-	25
PC	0+02.31	1841519.630	6278908.525									
PI	0+13.94	1841519.505	6278920.154	14°29'38"	LEFT	62°38'59"	91.45	23.14	-	-	-	25
PCC	0+25.45	1841522.295	6278931.444									
PI	0+70.84	1841533.185	6278975.510	52°18'41"	LEFT	61°59'21"	92.43	84.39	-	-	-	25
PT	1+09.83	1841574.715	6278993.833									
				N 23°48'26" E				210.27				
PC	3+20.10	1841767.093	6279078.710									
PI	3+78.02	1841820.077	6279102.087	65°17'39"	RIGHT	63°23'13"	90.39	103.01	-	-	-	25
PCC	4+23.11	1841820.985	6279159.992									
PI	4+44.63	1841821.323	6279181.507	3°55'09"	RIGHT	9°06'37"	628.92	43.02	-	-	-	25
PT	4+66.13	1841820.189	6279202.995									
				S 86°58'46" E				0.74	-	-	-	25
POE	4+66.87	1841820.150	6279203.733									

EASTBOUND ALIGNMENT GEOMETRY TABLE

POINT TYPE	STATION	NORTHING	EASTING	DELTA/ BEARING	ROTATION/ DIRECTION	Dc (D°M'S")	RADIUS (FEET)	LENGTH (FEET)	E (LRT)	Ed	Eu (LRT)	LRT DESIGN SPEED (MPH)
POB/PS	0+00.00	1841507.252	6278893.003									
				S 89°19'00" E				26.07	-	-	-	25
PC	0+26.07	1841506.941	6278919.072									
PI	0+85.37	1841506.234	6278978.366	66°52'00"	LEFT	63°47'28"	89.82	104.82	-	-	-	25
PT	1+30.89	1841560.483	6279002.312									
				N 23°49'00" E				211.43	-	-	-	25
PC	3+42.33	1841753.912	6279087.691									
PI	4+01.20	1841807.773	6279111.465	66°35'07"	RIGHT	63°54'28"	89.65	104.19	-	-	-	25
PCC	4+46.52	1841807.360	6279170.339									
PI	4+63.12	1841807.244	6279186.944	1°44'18"	RIGHT	5°14'04"	1094.59	33.21	-	-	-	25
POE/PT	4+79.72	1841806.623	6279203.537									



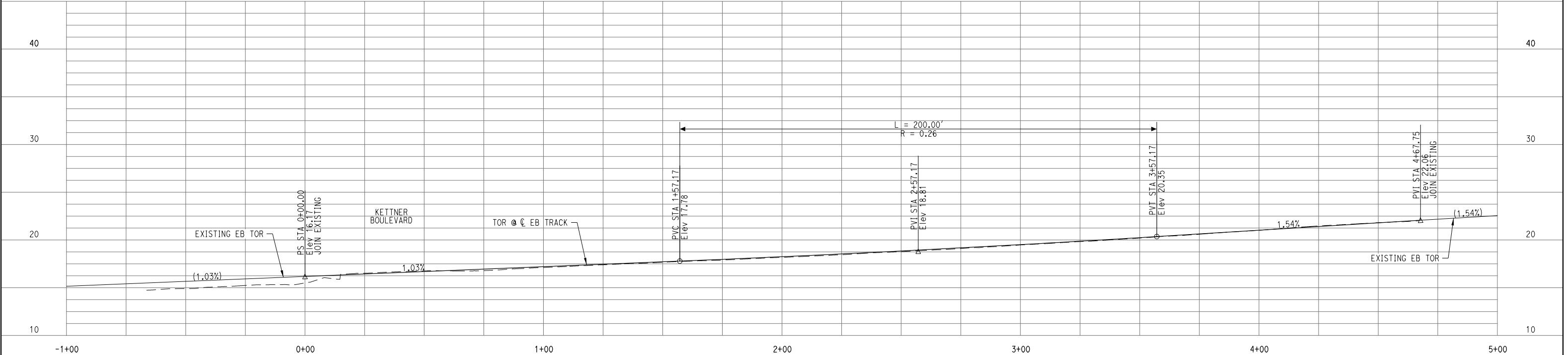
DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	04/21
CHECKED BY R. BOLEY	04/21
PRJ. ENG. G. MCKEE	04/21



# TRACK PLAN AND PROFILE

## WB STA 0+00.00 TO 4+55.24

SHEET NO.



NO.	DATE	REVISIONS	BY	CHK	APRV



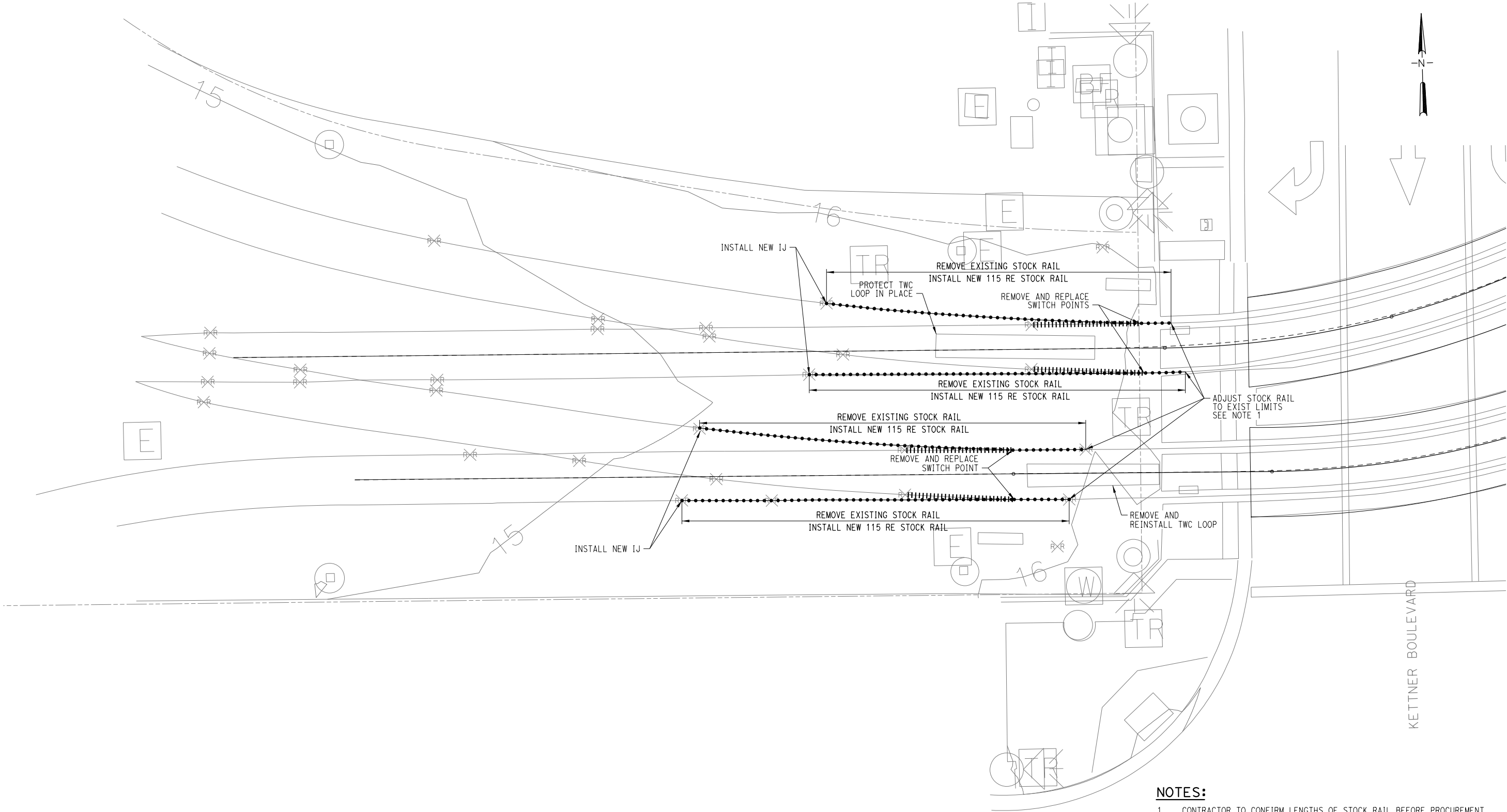
70%  
SUBMITTAL  
NOT FOR CONSTRUCTION

DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	04/21
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PRJ. ENG. G. MCKEE	04/21



AMERICA PLAZA RAIL REPLACEMENT		SCALE HORIZ: 1"=20' VERT: 1"=4'
TRACK PROFILE EB STA 0+00.00 TO 4+67.75		CONTRACT NO. G1947.0-17
DRAWING NO. TR22-11	SHEET NO.	





- NOTES:**
- CONTRACTOR TO CONFIRM LENGTHS OF STOCK RAIL BEFORE PROCUREMENT.
  - CONTRACTOR TO STAGGER WELDS ON EACH TRACK PER STANDARD.

NO.	DATE	REVISIONS	BY	CHK	APRV



**70%  
SUBMITTAL**  
NOT FOR CONSTRUCTION

DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	DATE 04/21
CHECKED BY R. BOLEY	DATE 04/21
PRJ. ENG. G. MCKEE	DATE 04/21



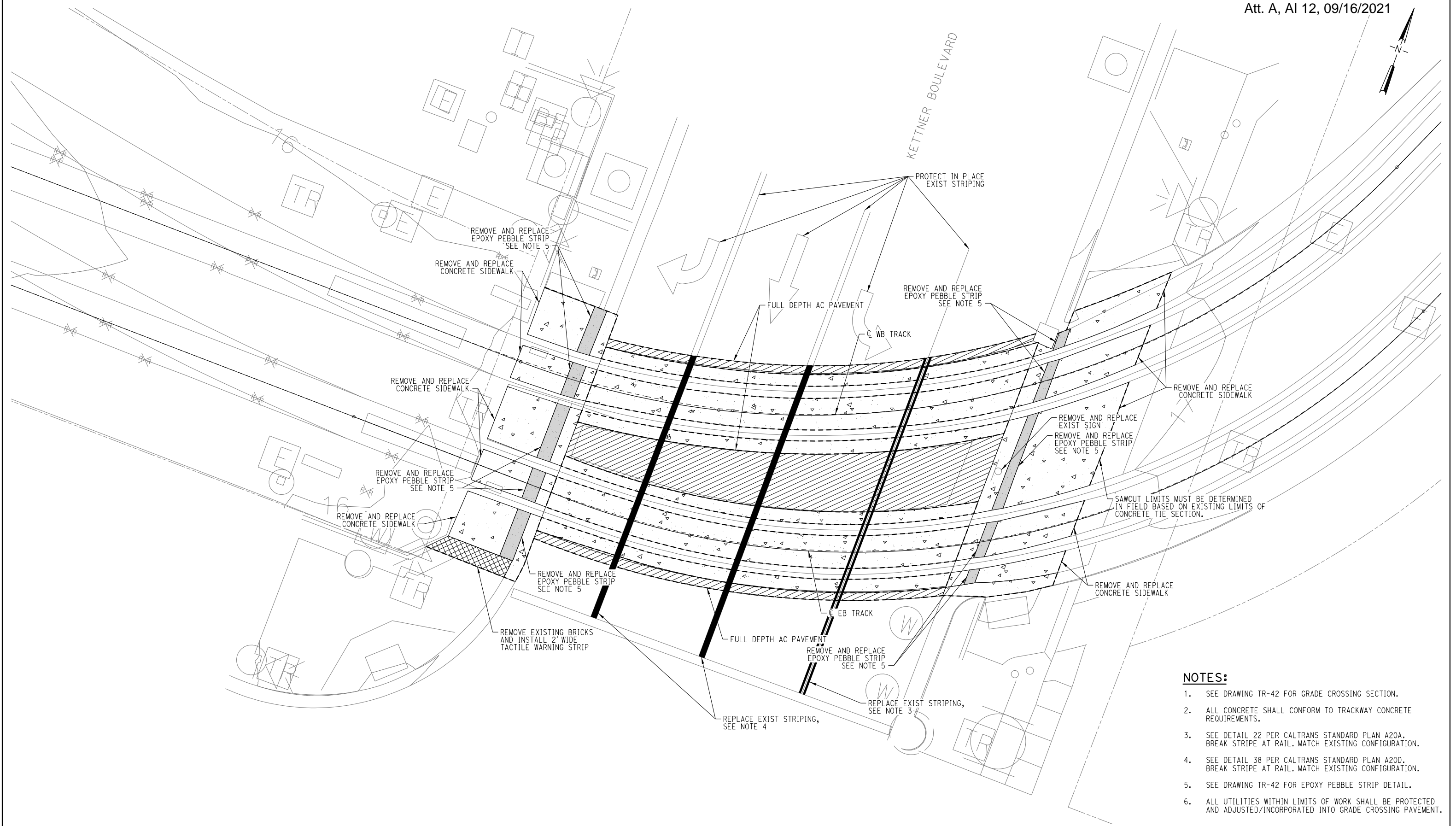
**AMERICA PLAZA  
RAIL REPLACEMENT**

**SPECIAL TRACKWORK  
KETTNER BLVD**

SCALE 1"=10'	
CONTRACT NO. G1947.0-17	
DRAWING NO. TR3A-12	SHEET NO. 3

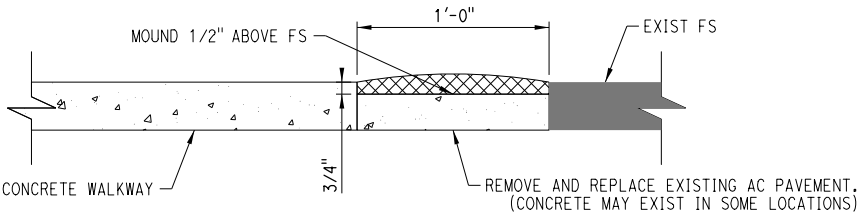
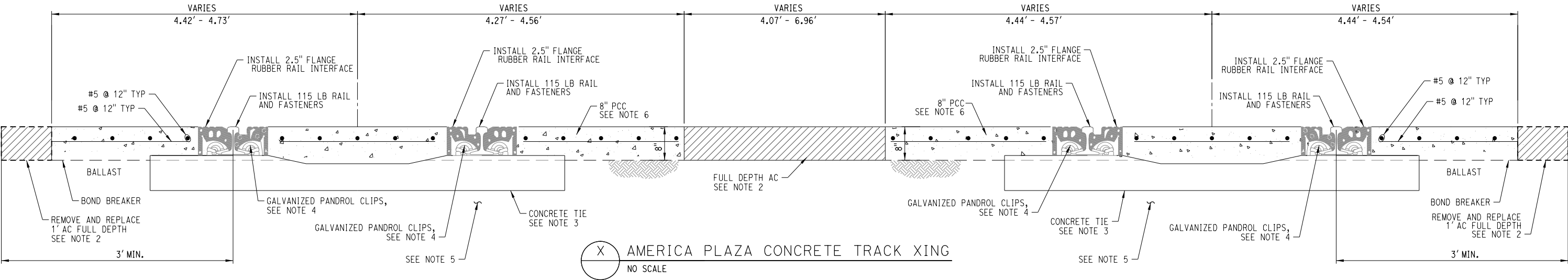
FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES

0 1 2 3



- NOTES:**
- 1. SEE DRAWING TR-42 FOR GRADE CROSSING SECTION.
  - 2. ALL CONCRETE SHALL CONFORM TO TRACKWAY CONCRETE REQUIREMENTS.
  - 3. SEE DETAIL 22 PER CALTRANS STANDARD PLAN A20A. BREAK STRIPE AT RAIL. MATCH EXISTING CONFIGURATION.
  - 4. SEE DETAIL 38 PER CALTRANS STANDARD PLAN A20D. BREAK STRIPE AT RAIL. MATCH EXISTING CONFIGURATION.
  - 5. SEE DRAWING TR-42 FOR EPOXY PEBBLE STRIP DETAIL.
  - 6. ALL UTILITIES WITHIN LIMITS OF WORK SHALL BE PROTECTED AND ADJUSTED/INCORPORATED INTO GRADE CROSSING PAVEMENT.

						<b>70% SUBMITTAL</b> <small>NOT FOR CONSTRUCTION</small>	DESIGNED BY J. K. ANDRES	DATE 04/21		<b>AMERICA PLAZA RAIL REPLACEMENT</b>		SCALE 1"=5'	
										<b>GRADE CROSSING PLANS KETTNER BLVD</b>		CONTRACT NO. G1947.0-17	SHEET NO. TR32-13
NO.	DATE	REVISIONS	BY	CHK	APRV								



Y EPOXY PEBBLE STRIP DETAIL

NO SCALE

NOTES:

- SEE REFERENCED DRAWING LRT-743A, RIGID CLIP DF FASTENERS DETAIL FOR TYPICAL SECTION WITHIN DIRECT FIXATION LIMITS.
- HOT MIX ASPHALT SHALL BE TYPE B AND PRODUCED FROM COMMERCIAL QUALITY ASPHALT AND AGGREGATES. AGGREGATE FOR BASE COURSE SHALL CONFORM TO THE 3/4" MAXIMUM. AGGREGATE FOR WEARING COURSE SHALL CONFORM TO THE 1/2" MAXIMUM. THE FIRST TWO LIFTS SHALL CONSIST OF BASE COURSE PAVING AND A WEARING COURSE SHALL BE PROVIDED ONLY WHEN A SINGLE LIFT IS REQUIRED. PAVING ASPHALT SHALL BE GRADE AR-4000. THE AMOUNT OF ASPHALT BINDER TO BE MIXED WITH THE AGGREGATE WILL BE 5.0 TO 7.7 PERCENT BY WEIGHT OF DRY AGGREGATE.
- INSTALL NEW PADS AND INSULATORS ON OWNER FURNISHED TIES.
- FOR ALL RAIL CLIPS AND RUBBER RAIL INTERFACE ASSEMBLIES, SEE REFERENCE DRAWING RAC0159.
- ASSUME 9-INCH BALLAST DEPTH UNDER TIES. STAY ABOVE HARDPAN.
- CONCRETE TRACKWAY PAVEMENT SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI. NO RAIL TRAFFIC SHALL BE PERMITTED UNTIL CONCRETE HAS REACHED STRENGTH OF 1800 PSI. AS SUCH, CONTRACTOR IS REQUIRED TO PLACE ALL TRACKWAY CONCRETE DURING WEEKEND CLOSURE OR AS OTHERWISE APPROVED BY MTS AND THE CITY OF SAN DIEGO TRAFFIC CONTROL PERMIT.
- ALL CURB RAMPS SHALL BE CONSTRUCTED WITH A SLOPE OF NO GREATER THAN 8.33 PERCENT (1:12), AND INCLUDE SPECIFIED DETECTABLE WARNING SURFACES AS SHOWN ON PLANS.
- FOR ALL CONCRETE TRACKWAY PAVEMENT, SIDEWALKS, CURB RAMPS AND GUTTERS NOT SHOWN TO BE PAINTED, SHALL INCORPORATE INTEGRALLY COLORED ADMIXTURE. COLOR SHALL BE THE FOLLOWING:  
  
MANUFACTURER: L.M. SCHOFIELD COMPANY (OR APPROVED EQUAL)  
SERIES: CHROMIX INTEGRAL COLOR ADMIXTURE  
COLOR: C-14 FRENCH GRAY  
CURING: SCHOFIELD LITHOCHROME COLORWAX (OR APPROVED EQUAL) COLOR TO MATCH FRENCH GRAY  
  
INTEGRAL COLOR SHALL CONSIST OF COLORED ADMIXTURES DEVELOPED FOR US IN READY MIXED CONCRETE. THE PRODUCT SHALL BE MADE WITH THE HIGHEST QUALITY SYNTHETIC PIGMENTS AS WELL AS OTHER INGREDIENTS TO ENHANCE COLOR AND IMPROVE PIGMENT DISPERSION, WORKABILITY, AND FINISHING PERFORMANCE OF THE CONCRETE.

NO.	DATE	REVISIONS	BY	CHK	APRV

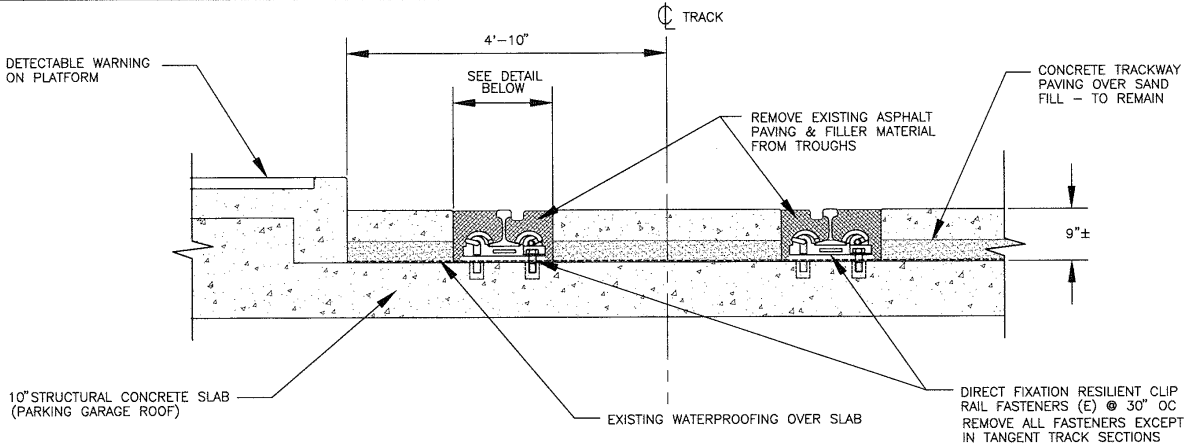


70%  
SUBMITTAL  
NOT FOR CONSTRUCTION

DESIGNED BY J. K. ANDRES	DATE 04/21
DRAWN BY M. R. GRANADO	04/21
CHECKED BY R. BOLEY	04/21
PRJ. ENG. G. MCKEE	04/21

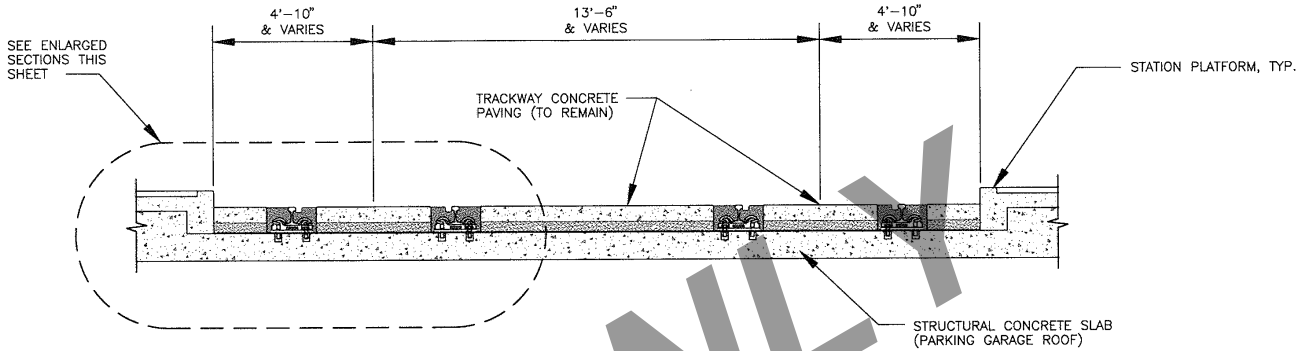


AMERICA PLAZA RAIL REPLACEMENT		SCALE NTS	
CONSTRUCTION DETAILS		CONTRACT NO. G1947.0-17	
		DRAWING NO. TR42-14	SHEET NO.



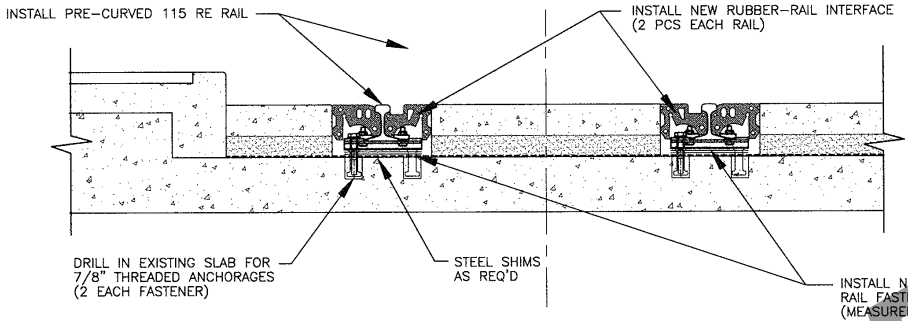
EXISTING CONDITIONS

SCALE 3/4"=1'-0"



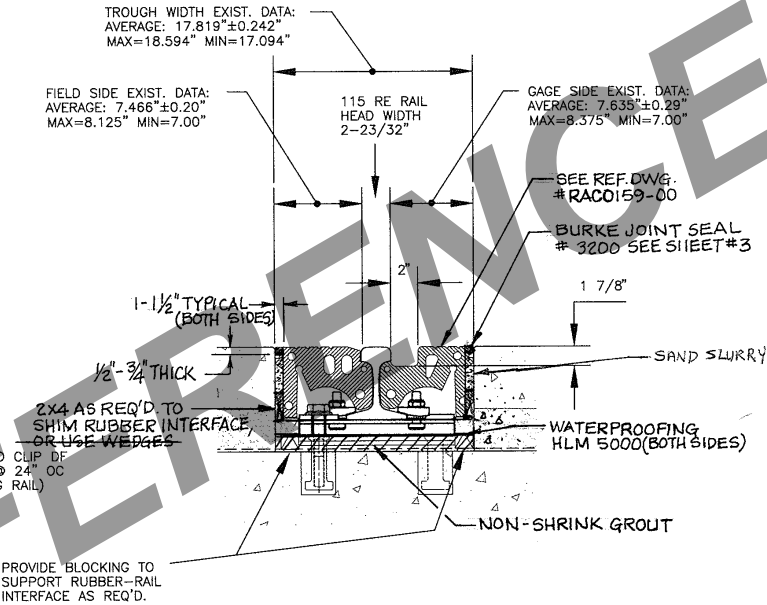
TYPICAL TRACKWAY SECTION

SCALE 3/8"=1'-0"



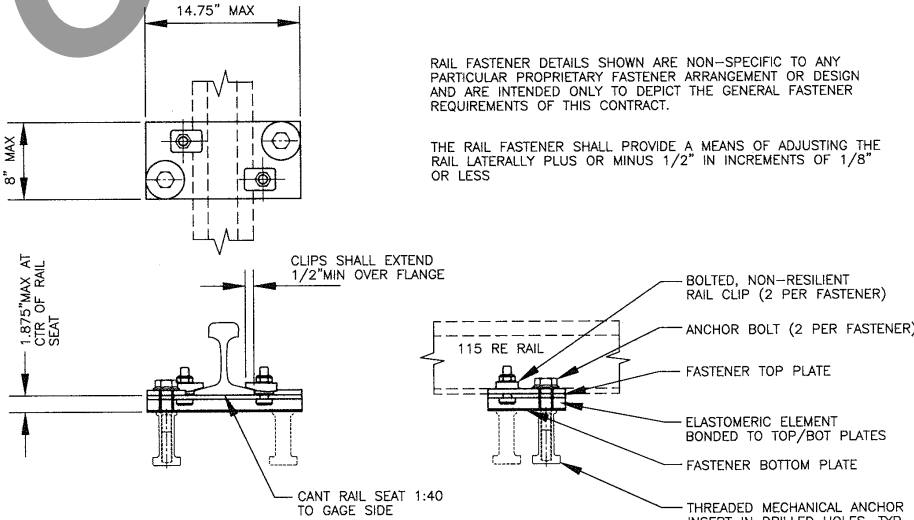
TYPICAL SECTION - CURVE

SCALE 3/4"=1'-0"



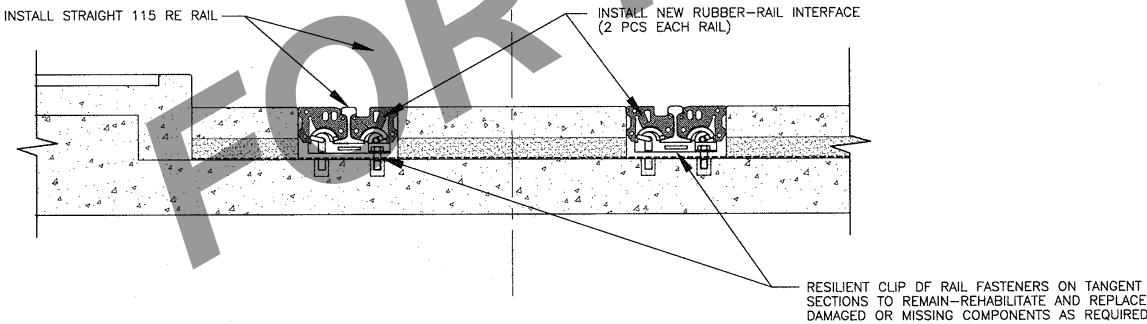
RUBBER-RAIL INTERFACE

SCALE 1 1/2"=1'-0"



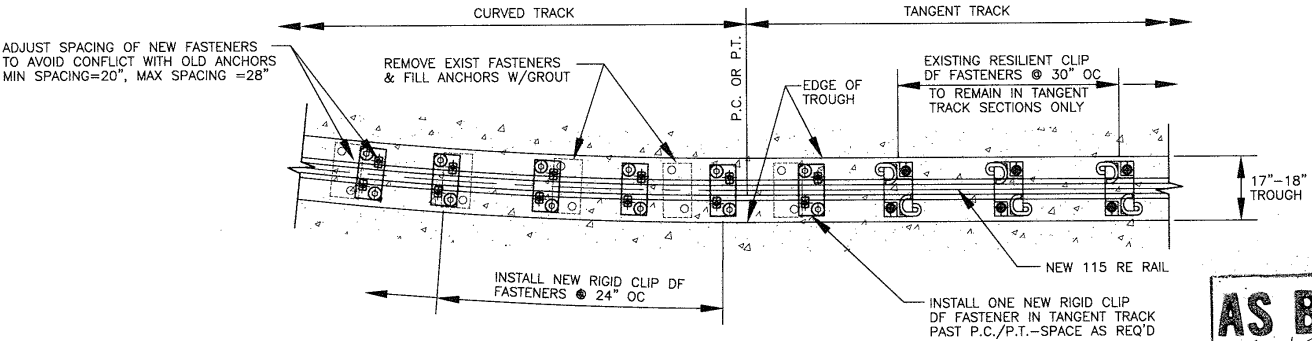
RIGID CLIP DF FASTENER DETAILS

SCALE 1 1/2"=1'-0"



TYPICAL SECTION - TANGENT

SCALE 3/4"=1'-0"



RAIL TROUGH DETAIL PLAN

SCALE 1/2"=1'-0"

**AS BUILT**  
*Ben Helgason*  
Contract No. **LRT-743A**  
Date **SEPT. 10, 1999**

ET PROJ NO. 28585 R14 FILE NAME: 743A-C4.DWG

NO.	DATE	REVISIONS	BY	CHK	APRV
1	1/28/99	CONFORMED-ISSUED FOR CONSTRUCTION	GEC	KAG	

**EARTH TECH**  
9675 BUSINESSPARK AVENUE SUITE 110, SAN DIEGO, CA. 92131



DESIGNED BY	KAG	DATE	1/98
DRAWN BY	KAG		11/98
CHECKED BY	SDM		11/98
MTDB PRJ. ENG.	WJR		11/98

**MTDB**  
**Metropolitan Transit Development Board**  
1255 Imperial Avenue, Suite 1000, San Diego, Ca. 92101-7490 (619)231-1466

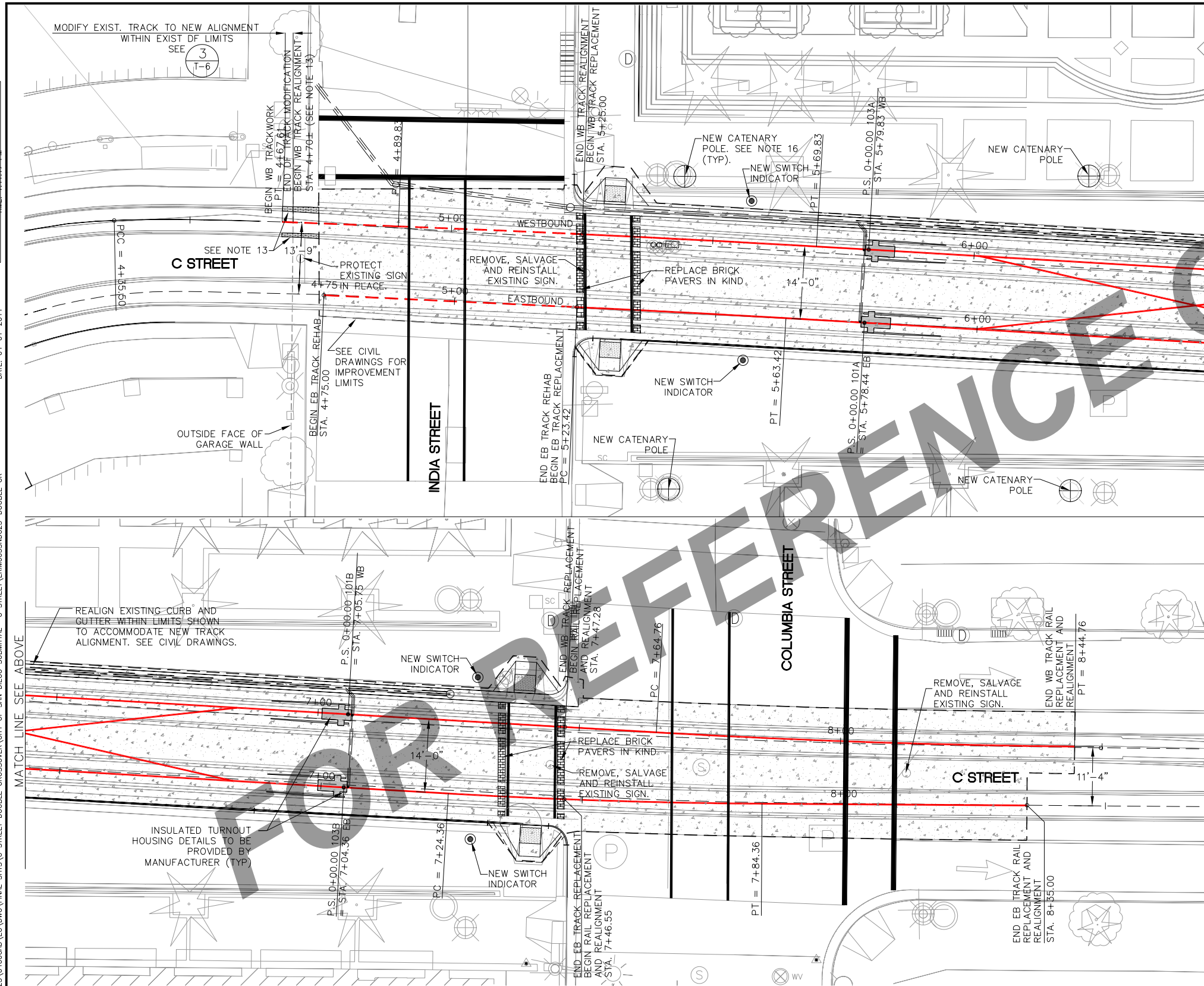
**RAIL REPLACEMENT PROJECT**  
**AMERICA PLAZA TRANSIT STATION**  
**DETAIL PLAN AND TYPICAL SECTIONS**

SCALE	AS NOTED
MTDB CONTRACT NO.	LRT-743A
DRAWING NO.	C-4
SHEET NO.	5

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES

DATE: 04-01-2011

FILENAME: P:\S\SDG000000025\0400CAD\EC\DWG\FINAL SHTS\C STREET DOUBLE CROSSOVER\CITY OF SAN DIEGO SUBMITTAL - C STREET\ERIM005SNDG25-DOUBLE CR



PAVED TRACK

SWITCH HOUSING

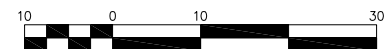
IMPROVEMENT LIMITS

EXISTING TRACK CENTERLINE

PROPOSED TRACK CENTERLINE

REALIGN/REHAB EXISTING TRACK

1. PROTECT EXISTING UTILITIES IN PLACE. ADJUST MANHOLES, PULL BOXES, ETC. TO GRADE AS APPROPRIATE. SEE CIVIL DRAWINGS FOR UTILITY RELOCATIONS.
2. COORDINATE WITH SIGNAL INSTALLATION IF WORK TO BE DONE BY SEPARATE CONTRACTOR.
3. NO WELDS SHALL BE PLACED WITHIN INDIA OR COLUMBIA STREET GRADE CROSSINGS.
4. REMOVE AND DISPOSE OF EXISTING AC AND PCC TO ALLOW CONSTRUCTION OF THE IMPROVEMENTS SHOWN. SAWCUT AS REQUIRED. WHERE AC PAVING LIMITATIONS ARE GIVEN, THE SAWCUT LIMIT SHALL BE SET @ 1' MIN. FROM NEW CONCRETE PAVING.
5. REMOVE EXISTING TIMBER OR CONCRETE CROSSTIES, RAIL AND BALLAST WITHIN SPECIAL TRACKWORK LIMITS.
6. REMOVE EXISTING RAIL WITHIN LIMITS OF PROPOSED IMPROVEMENTS, UNLESS SHOWN OTHERWISE.
7. EXISTING CONCRETE TIES AND BALLAST OUTSIDE OF SPECIAL TRACKWORK LIMITS SHALL BE SALVAGED AND REUSED.
8. CONTRACTOR SHALL PROVIDE NEW CLIPS, PADS, INSULATORS, AND CLIP CAPS FOR SALVAGED CONCRETE TIES.
9. ALL SALVAGED RAIL SHALL BE DELIVERED TO MTS STORAGE FACILITY AT WRIGHT STREET YARD. ALL OTHER MATERIAL REMOVED AND NOT SALVAGED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE LEGALLY DISPOSED OF.
10. CONTRACTOR SHALL IMPLEMENT WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES.
11. EXISTING TRACK SHALL BE EXPOSED IN ADVANCE OF CONSTRUCTION INSTALLATION FOR THE FULL LENGTH OF THE CONTRACT LIMITS, UNLESS APPROVED OTHERWISE BY THE ENGINEER.
12. SEE CIVIL DRAWINGS FOR PROPOSED ROADWAY, CIVIL AND UTILITY WORK.
13. CONTRACTOR TO DETERMINE BEGINNING OF EXISTING DIRECT FIXATION TRACK IN FIELD DURING DEMOLITION. REMOVE AND REPLACE RUBBER RAIL INTERFACE IN KIND AS DETAILED ON DRAWING C-4, LRT-743A.
14. TRACK REPLACEMENT IS DEFINED AS COMPLETE TRACK STRUCTURE TO SUBGRADE.
15. 4" BITUMINOUS AC SLAB BELOW BALLAST SECTION, WB STA. 5+69.83 TO STA. 7+15.75. SEE DRAWING T-6 FOR DETAILS.
16. SURFACE IMPROVEMENTS SHALL MATCH EXISTING PAVING TYPE AND MATERIAL AT LOCATIONS OF RELOCATED CATENARY POLES. SEE DRAWING C-7 FOR DETAILS.



**IMPROVEMENT PLANS FOR:**

**"C" STREET SPECIAL TRACKWORK**  
**"C" STREET DOUBLE CROSSWORK**  
LAYOUT AND PAVING

CITY OF SAN DIEGO, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT  
SHEET 4 OF 25 SHEETS

I.O. NO. \_\_\_\_\_ X \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_ X \_\_\_\_\_

DESCRIPTION	BY	APPROVED	DATE	FILMED
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X

10. 24. 2018				

LAMBERT COORDINATES

CONTRACTOR \_\_\_\_\_ DATE STARTED \_\_\_\_\_  
INSPECTOR \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

- 4 -D

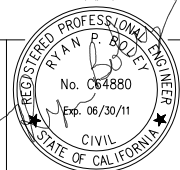
Page 10 of 10

- 4 -D

0	05/11	CONFORMED	JD	RB	DR
NO.	DATE	REVISIONS	BY	CHK	APRV



**DAVID EVANS  
AND ASSOCIATES INC.**  
110 West A Street, Suite 1700  
San Diego California 92101  
Phone: (619) 400-0600



DESIGNED BY: JMDR	DATE 03/11
DRAWN BY: MFRE	03/11
CHECKED BY: RPBO	03/11
SANDAG PRJ. ENG: D. RAGLAND	03/11



SCALE: 1"=10'	
SANDAG CONTRACT NO. CIP-1210070	
DRAWING NO. C-1	SHEET NO. 4

DESCRIPTION	DEA	APPROVED	DATE	FILED
ORIGINAL				
AS-BUILTS				

CONTRACTOR \_\_\_\_\_ DATE STARTED \_\_\_\_\_  
 INSPECTOR \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_



- CORE DRILL 2"
- CORE DRILL FOR 2-4" CONDUITS INTO PARKING GARAGE
- ROOF MOUNTED CONDUIT
- CONDUIT
- ROOF MOUNTED JUNCTION BOX
- CONCRETE PULL BOX (CALTRANS NO. 6 - 17" X 30" NOMINAL) WITH BOLT DOWN STEEL TRAFFIC COVER
- 2 IN. SCH 40 PVC ( # NO. OF CONDUITS)
- 4 IN. SCH 40 PVC ( # NO. OF CONDUITS)
- 2 IN. GRS ( # NO. OF CONDUITS)
- INSTRUMENT ENCLOSURE (CASE OR HOUSE)
- POLE JCT. BOX (EXISTING)
- FIBER CABLE PULL BOX (EXISTING)

- NOTES:
1.

THE TYPICAL CONDUIT LAYOUT CONFIGURATIONS SHOWN HEREIN SHALL BE USED AS A GUIDE BY THE CONTRACTOR IN THE DEVELOPMENT OF THE FINAL CONDUIT LAYOUT ARRANGEMENTS.
2.

CONDUIT INSTALLATION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
3.

CONDUITS PASSING UNDER ROADWAYS SHALL BE ENCASED IN RED COLORED CONCRETE.
4.

ALL CABLES AND WIRES FROM THE INSTRUMENT ENCLOSURE TO EACH APPARATUS SHALL BE HOUSED IN CONDUIT.
5.

CONTRACTOR SHALL FURNISH AND INSTALL CONCRETE PULL BOXES OF SUFFICIENT SIZE TO ENSURE THE BEND RADIUS OF CABLE AND WIRE IS NOT COMPROMISED.
6.

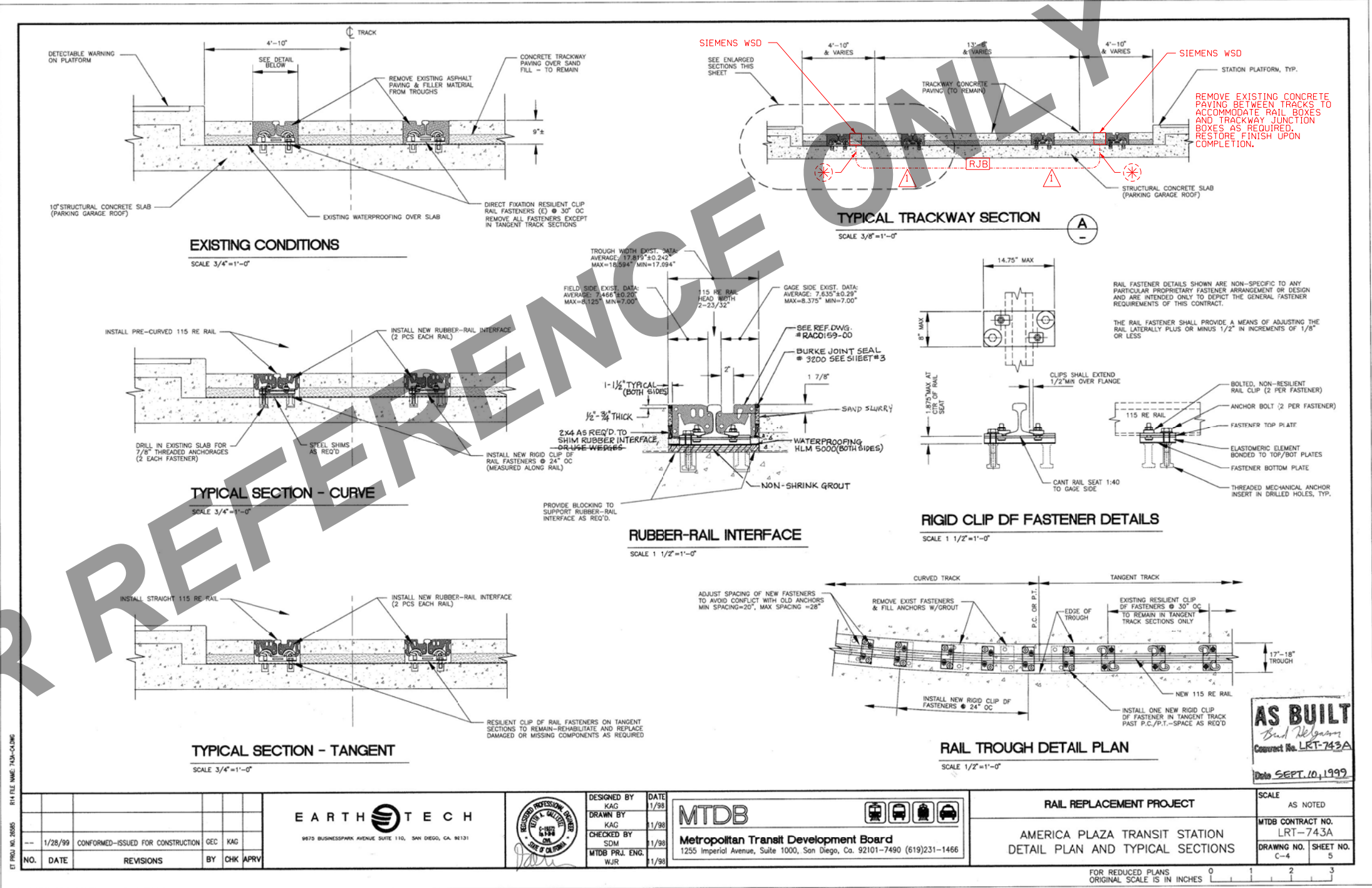
CONDUITS SHALL BE A MINIMUM DEPTH OF 30 INCHES BELOW FINAL GRADE UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
7.

LONG CONDUIT SWEEPS SHALL BE INSTALLED WHEN A CHANGE IN DIRECTION OCCURS. PULL BOXES SHALL BE INSTALLED AT MAJOR TRANSITION POINTS.
8.

SPARE CONDUIT ENDS SHALL BE CAPPED TO PREVENT ACCESS BY RODENTS OR DEBRIS. CONDUITS IN PULL BOXES AND ENCLOSURES CONTAINING CABLE AND WIRE SHALL BE SEALED WITH AN APPROVED SEALANT.
9.

PULL BOX DIMENSIONS SHOWN ARE MINIMUM ACCEPTABLE SIZE. CONTRACTOR SHALL FURNISH LARGER PULL BOXES BASED ON MINIMUM CABLE BEND RADIUS AND CONDUIT ENTRANCE REQUIREMENTS. MINIMUM DISTANCE MEASURED FROM THE TOP TO THE BOX TO THE BOTTOM EDGE SHALL BE AS FOLLOWS:
- P3 = 36 INCHES
10.

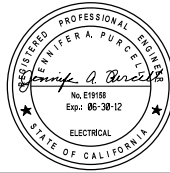
UNDERGROUND GARAGE CONDUIT IS GRS 2" MINIMUM.



RED = FIELD INSTALL YELLOW = OUT

	05/27/11	CONFORMED PLAN SET	AP	MM	JAP
NO.	DATE	REVISIONS	BY	CHK	APRV

**PRE**  
PACIFIC RAILWAY ENTERPRISES, INC.  
3560 University Avenue, Suite F  
Riverside, California 92501



DESIGNED BY	MM	DATE	5/11
DRAWN BY	AP		5/11
CHECKED BY	JLH		5/11
PRJ. ENG.	JAP		5/11



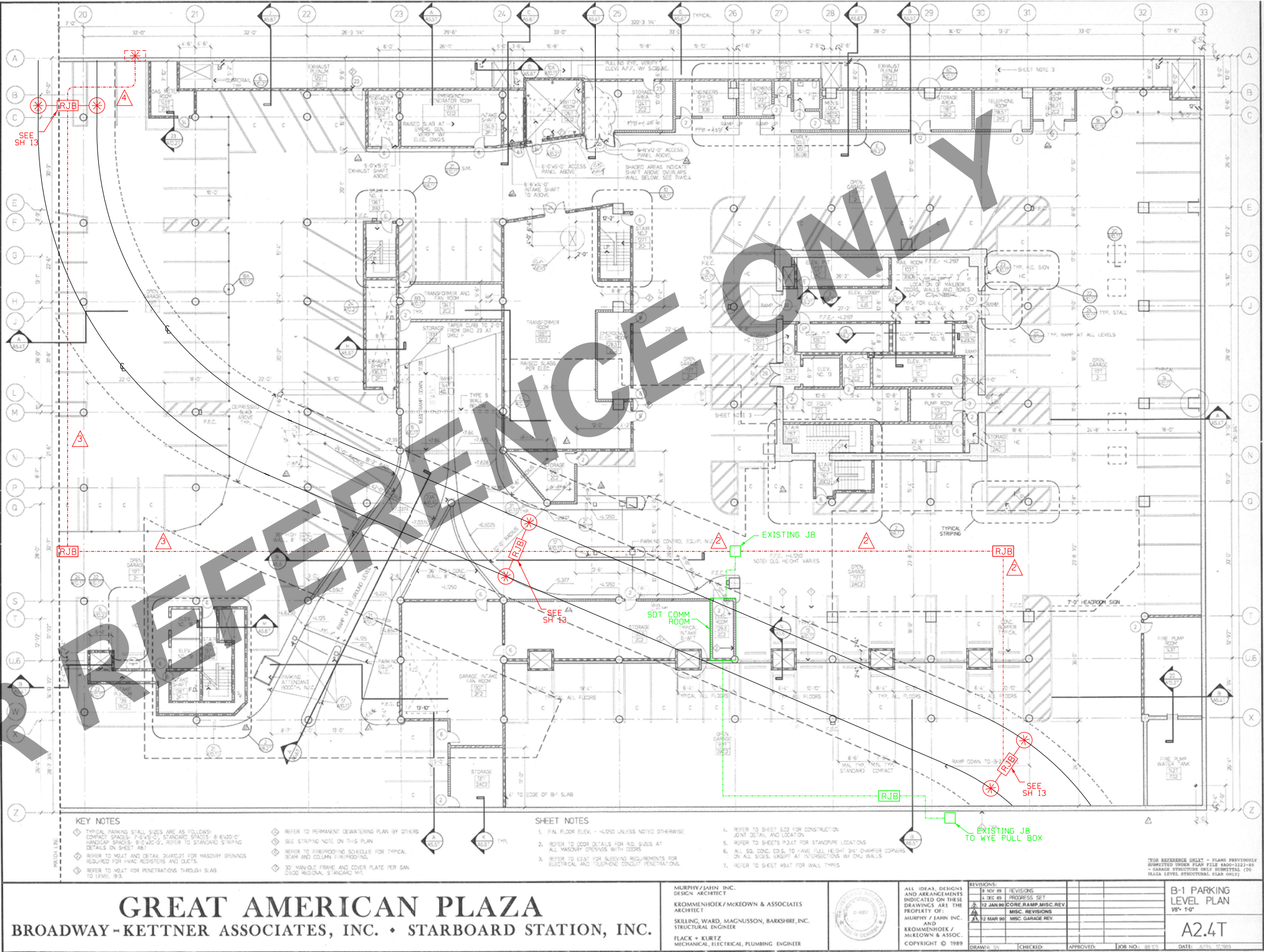
"C" STREET CROSSOVERS  
C STREET INTERLOCKING  
DETAIL PLAN & TYPICAL SECTIONS  
SH. 23 OF 23

SCALE	N.T.S.
CONTRACT NO.	CIP 1210070
DRAWING NO.	C-4
SHEET NO.	S-29



- CORE DRILL 2"
- CORE DRILL FOR 2-4" CONDUITS INTO PARKING GARAGE
- ROOF MOUNTED CONDUIT
- CONDUIT
- RJB ROOF MOUNTED JUNCTION BOX
- P3 CONCRETE PULL BOX (CALTRANS NO. 6 - 17" X 30" NOMINAL) WITH BOLT DOWN STEEL TRAFFIC COVER
- 2 IN. SCH 40 PVC ( # NO. OF CONDUITS)
- 4 IN. SCH 40 PVC ( # NO. OF CONDUITS)
- 2 IN. GRS ( # NO. OF CONDUITS)
- INSTRUMENT ENCLOSURE (CASE OR HOUSE)
- POLE JCT. BOX (EXISTING)
- FB FIBER CABLE PULL BOX (EXISTING)
- CONDUIT EXISTING

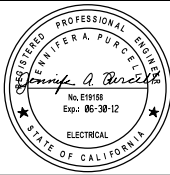
- NOTES:
- THE TYPICAL CONDUIT LAYOUT CONFIGURATIONS SHOWN HEREIN SHALL BE USED AS A GUIDE BY THE CONTRACTOR IN THE DEVELOPMENT OF THE FINAL CONDUIT LAYOUT ARRANGEMENTS.
  - CONDUIT INSTALLATION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
  - CONDUITS PASSING UNDER ROADWAYS SHALL BE ENCASED IN RED COLORED CONCRETE.
  - ALL CABLES AND WIRES FROM THE INSTRUMENT ENCLOSURE TO EACH APPARATUS SHALL BE HOUSED IN CONDUIT.
  - CONTRACTOR SHALL FURNISH AND INSTALL CONCRETE PULL BOXES OF SUFFICIENT SIZE TO ENSURE THE BEND RADIUS OF CABLE AND WIRE IS NOT COMPROMISED.
  - CONDUITS SHALL BE A MINIMUM DEPTH OF 30 INCHES BELOW FINAL GRADE UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
  - LONG CONDUIT SWEEPS SHALL BE INSTALLED WHEN A CHANGE IN DIRECTION OCCURS. PULL BOXES SHALL BE INSTALLED AT MAJOR TRANSITION POINTS.
  - SPARE CONDUIT ENDS SHALL BE CAPPED TO PREVENT ACCESS BY RODENTS OR DEBRIS. CONDUITS IN PULL BOXES AND ENCLOSURES CONTAINING CABLE AND WIRE SHALL BE SEALED WITH AN APPROVED SEALANT.
  - PULL BOX DIMENSIONS SHOWN ARE MINIMUM ACCEPTABLE SIZE. CONTRACTOR SHALL FURNISH LARGER PULL BOXES BASED ON MINIMUM CABLE BEND RADIUS AND CONDUIT ENTRANCE REQUIREMENTS. MINIMUM DISTANCE MEASURED FROM THE TOP TO THE BOX TO THE BOTTOM EDGE SHALL BE AS FOLLOWS:  
P3 = 36 INCHES
  - UNDERGROUND GARAGE CONDUIT IS GRS 2" MINIMUM.



RED = FIELD INSTALL YELLOW = OUT

	05/27/11	CONFORMED PLAN SET	AP	MM	JAP
NO.	DATE	REVISIONS	BY	CHK	APRV

**PRE**  
PACIFIC RAILWAY ENTERPRISES, INC.  
3560 University Avenue, Suite F  
Riverside, California 92501

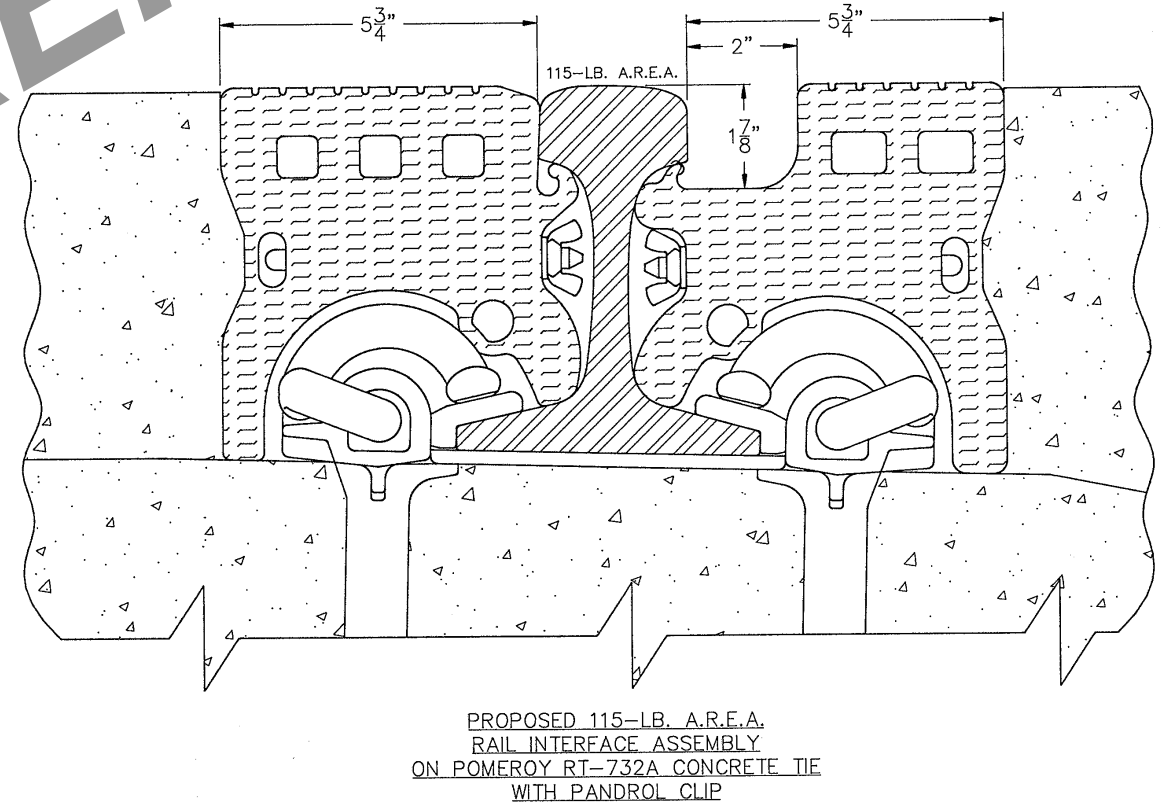
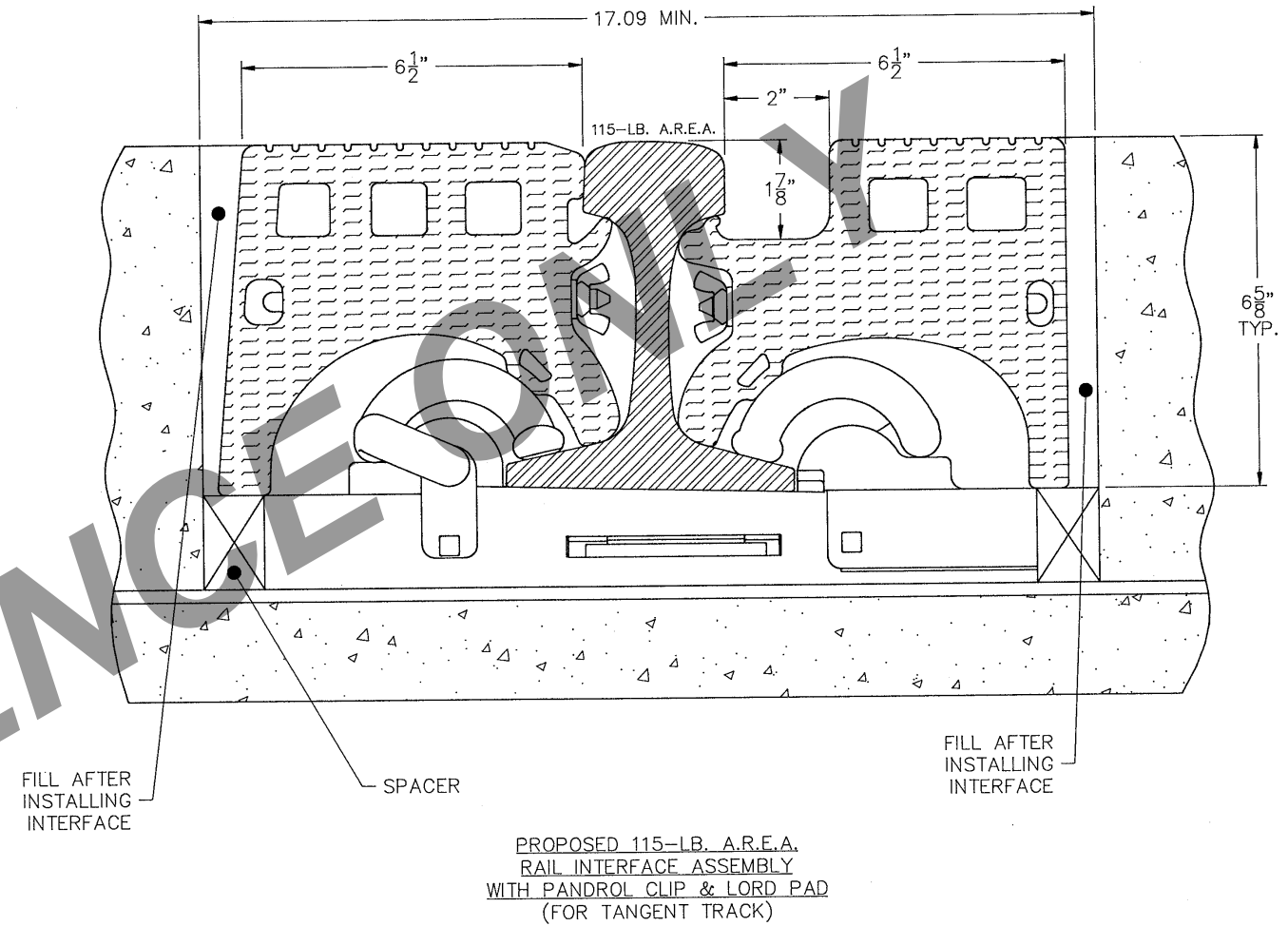
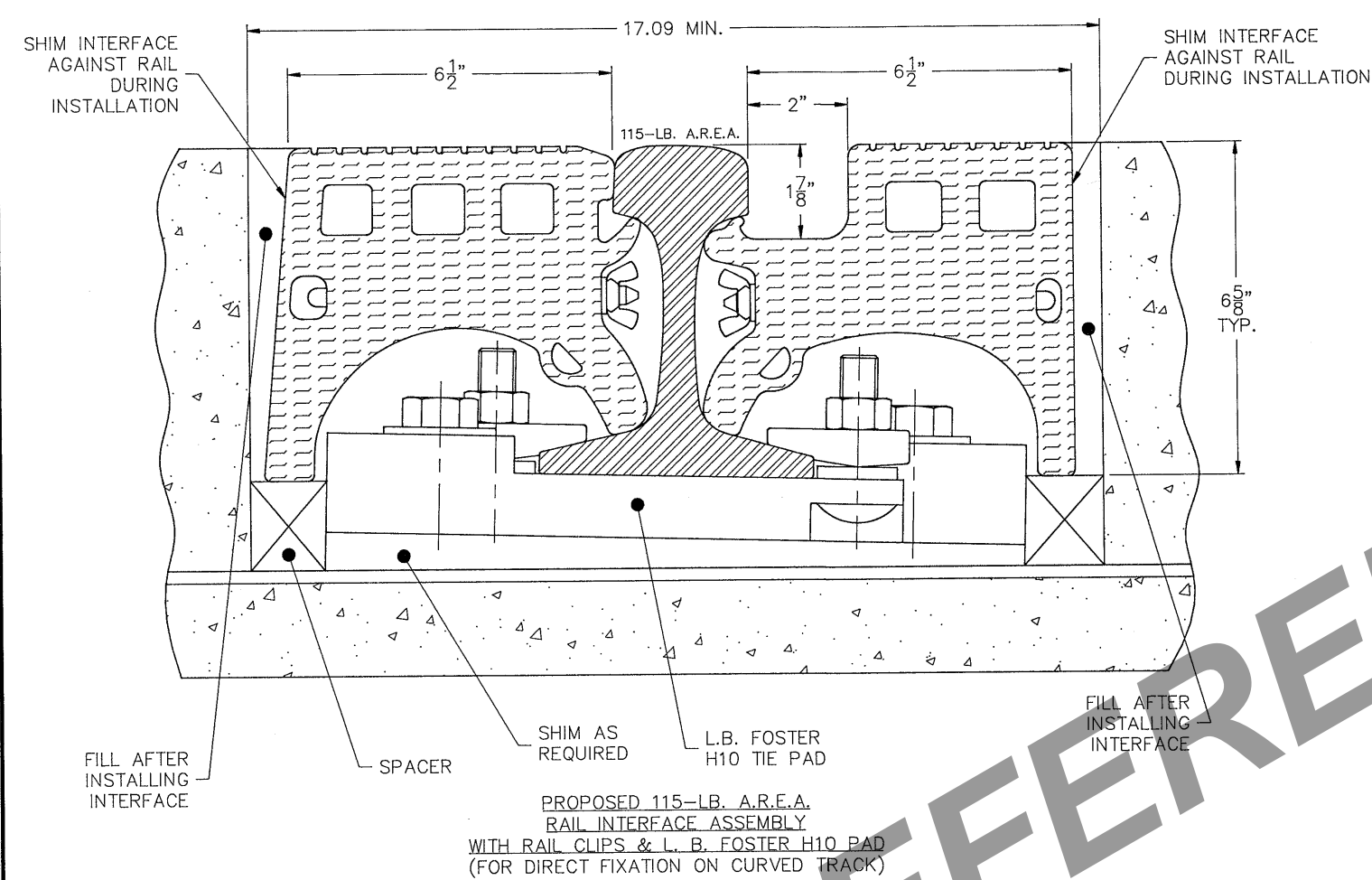


DESIGNED BY	MM	DATE	5/11
DRAWN BY	AP		5/11
CHECKED BY	JLH		5/11
PRJ. ENG.	JAP		5/11



"C" STREET CROSSOVERS  
C STREET INTERLOCKING  
PARKING GARAGE CONDUIT LAYOUT  
SH. 22 OF 23

SCALE	N.T.S.
CONTRACT NO.	CIP 1210070
DRAWING NO.	A-18
SHEET NO.	S-28



"REFERENCE ONLY"

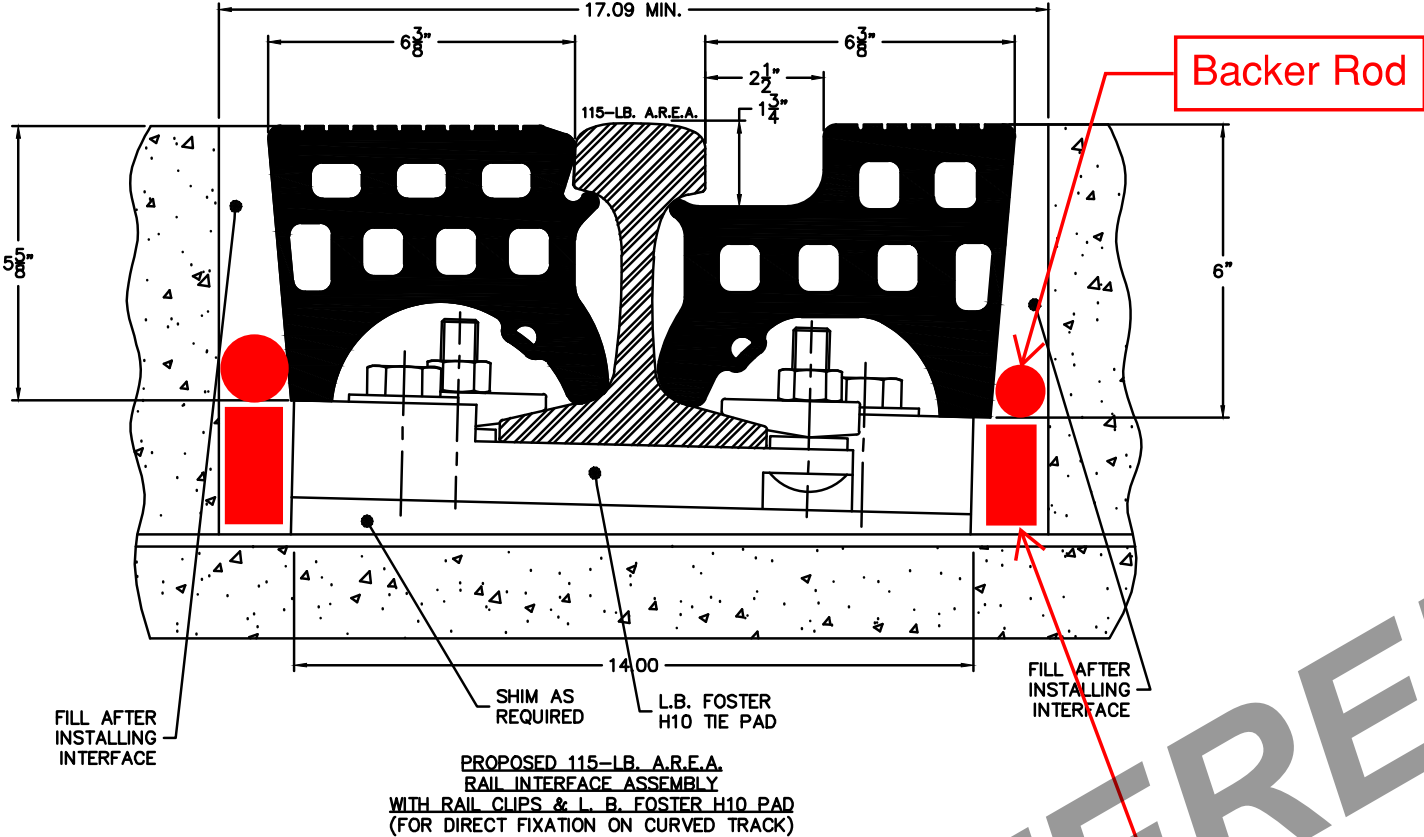
CONTRACTOR — HERZOG CONTRACTING CORP.

SUB CONTRACTOR — PERFORMANCE POLYMERS INC.

CONTRACT — SAN DIEGO TROLLEY  
AMERICAN PLAZA RAIL REPLACEMENT  
PROJECT NO.: LRT-743A

This drawing is loaned with the expressed agreement that the drawing and information therein contained are the property of PERFORMANCE POLYMERS INC. and will not be reproduced, copied, or otherwise disposed of, directly or indirectly, and will not be used, in whole or in part to assist in making or to furnish any information for the making of drawings, prints, or other reproductions thereof or for the making of apparatus or parts thereof, except upon written permission of PERFORMANCE POLYMERS INC. first obtained and specific as to each case. The acceptance of this drawing will be construed as an acceptance of the foregoing agreement.			
CLIENT	HERZOG CONTRACTING CORP.	Performance Polymers Inc.	36 Raglin Place Cambridge, Ontario Canada N1R 7J2
DRAWN	RTW	DATE	18/1/99
CHECKED		DATE	
TITLE	RUBBER RAIL INTERFACE ASSEMBLIES FOR RAIL REPLACEMENT PROJECT—AMERICAN PLAZA STATION & FOUR CROSSINGS		
DWG No.	A-19		
SCALE	NTS		
REV	DESCRIPTION	DATE	BY





ALL DIMENSIONS ARE BASED ON DWG NO: RAC0159-00

<small>This drawing is issued with the expressed agreement that the drawings and information therein contained are the property of PERFORMANCE POLYMERS INC. and will not be reproduced, copied or otherwise disposed of, directly or indirectly, and will not be used, in whole or in part, for any purpose or to provide any information for the making of drawings, plans, or other representations without the written consent of PERFORMANCE POLYMERS INC. The acceptance of this drawing will be construed as an acceptance of the foregoing agreement.</small>				
CLIENT		HERZOG CONTRACTING CORP.		Performance Polymers Inc. 36 Reglin Place Cambridge, Ontario Canada N1R 7A2
DRAWN	SA	DATE	23/04/21	DESIGNED
TITLE			RUBBER RAIL INTERFACE ASSEMBLIES FOR RAIL REPLACEMENT PROJECT-AMERICAN	DWG No. DFT 71
REV	DESCRIPTION	DATE	BY	CHE



**American Plaza Rail Replacement Project**  
**70% Draft Cost Estimate**



LINE NO.	ITEM	ESTIMATED QUANTITY	UNIT
	<b>Track</b>		
1.	Remove Existing Track (Ballasted)	150	TF
2.	Remove Existing Direct Fixation Rail	787	TF
3.	Remove Existing Rubber Rail Interface (Field and Gage)	787	TF
4.	Remove Existing Sand Slurry	1,574	LF
5.	Install Waterproofing (Width of Trough)	1,574	LF
6.	Install New 115 RE Rail (Direct Fixation)	503	TF
7.	Install New 115 RE Rail (Direct Fixation, Pre-Curved)	284	TF
8.	Install New 115 RE Ballasted Track (with Owner Furnished Ties)	150	TF
9.	Install Rubber Rail Interface (Within Grade Crossing Limits)	142	TF
10.	Install Filler at Rubber Rail Interface with Rubber Strips / Backer Rod- DF Limits Only	787	TF
11.	Direct Fixation Fasteners (Rigid @ 24" Spacing) - Material Only	378	EA
12.	Direct Fixation Fasteners (Resilient @ 30" Spacing) - Material Only	338	EA
13.	Pads and Galvanized e-Clips (Concrete Ties @ 30" Spacing) - Material Only	228	EA
14.	Top Sealant	787	TF
	<b>Special Trackwork</b>		
15.	Remove Existing Stock Rail (No. 6 Turnouts)	4	EA
16.	Remove and Replace Switch Points (No. 6 Turnouts)	4	EA
17.	Install New 115 RE Stock Rail (39')	4	EA
18.	Install New IJ	4	EA
	<b>At-Grade Crossing</b>		
19.	Remove Existing Concrete Track Paving	622	SF
20.	Remove Existing Concrete (Sidewalk)	547	SF
21.	Remove Existing AC Pavement	378	SF
22.	Sawcut	182	LF
23.	Install Concrete Pavement (At-Grade Crossing)	23	CY
24.	Install Epoxy Pebble Strip	50	LF
25.	Install Concrete Sidewalk	547	SF
26.	Install 2' Wide Tactile Warning Strip	10	LF
27.	Install Full Depth AC Pavement	29	TON
28.	Install New Roadway Striping	1	LS
	<b>Traffic Control</b>		
29.	Traffic Control	1	ALLOW
	<b>Temporary Storm Water Pollution Control</b>		
30.	Temporary Storm Water Pollution Control	1	ALLOW
	<b>Signaling</b>		
31.	Remove and Reinstall Wheel Sensors	4	EA
	<b>Sub-Total Base Construction Estimate</b>		

## EXHIBIT B (Cost Breakdown)



Att. A - AL 12, 09/16/2021

## Price Proposal Detail

By Division Report

Version: 2.0

Approved 07/12/2021 09:35:39 AM PST

Job: MTSJOC269-11.01: America Plaza Rail Replacement

**JOC Name (Contractor):** Herzog Contracting Corp  
**Contract Name:** 2019 - RR Construction - Herzog - Option 1  
**Contract Number:** PWG269.0-19  
**Job Order Number:** MTSJOC269-11.01  
**Job Order Name:** America Plaza Rail Replacement  
**Location:** Blue Line ROW  
**Cost Proposal Date:** July 12, 2021  
**Proposal Value:** \$51,721.15

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$12,000.00
34	Transportation	\$0.00	\$39,721.15
		<b>Proposal Total:</b>	<b>\$51,721.15</b>
The Percentage of Non Pre-Priced on this Proposal:			0.00%



Att. A - AL 12, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 07/12/2021 09:35:39 AM PST

Job: MTSJOC269-11.01: America Plaza Rail Replacement

**JOC Name (Contractor):** Herzog Contracting Corp  
**Contract Name:** 2019 - RR Construction - Herzog - Option 1  
**Contract Number:** PWG269.0-19  
**Job Order Number:** MTSJOC269-11.01  
**Job Order Name:** America Plaza Rail Replacement  
**Location:** Blue Line ROW  
**Cost Proposal Date:** July 12, 2021  
**Proposal Value:** \$51,721.15

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
01	General Requirements						\$12,000.00
1	012216000004		EA	Reimbursable Fees			
<i>Accepted</i>				Quantity	x	Unit Price	x
							x
						Factor	=
							LineTotal
				Installation	EA	12,000.00	x
						\$1.00	x
						1.0000	=
							\$12,000.00
<b>Labor Excluded</b>				<b>Equipment Excluded</b>			\$12,000.00

**User Note:** \*\*To cover the remaining cost of the H10 pads\*\*

**Item Note:** Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

**Owner Comments:**

**Contractor Comments:**



Att. A - AL 12, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 07/12/2021 09:35:39 AM PST

Job: MTSJOC269-11.01: America Plaza Rail Replacement

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
34 Transportation							\$39,721.15			
2	341113230060		EA	Direct Fixation Fastener Assembly For All Rail Sizes						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	200.00	x	\$249.90	x	1.0137	=	\$50,664.73
										\$50,664.73
User Note: **minimum (200) EA order quantity of H10 pads**										
**Labor & Equipment added to cover the unit cost of the H10 Pads**										
Item Note: Note: Includes fastener with pad, concrete inserts, bolts, spring washers and Pandrol clips.										
Owner Comments:										
Contractor Comments:										
3	341113230060		EA	Direct Fixation Fastener Assembly For All Rail Sizes						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	-68.00	x	\$158.76	x	1.0137	=	-\$10,943.58
Labor Excluded										-\$10,943.58
	Equipment Excluded									
User Note: (220) EA --> (152) EA F20R2, (68) EA difference										
Item Note: Note: Includes fastener with pad, concrete inserts, bolts, spring washers and Pandrol clips.										
Owner Comments:										
Contractor Comments:										
Total:										\$51,721.15
Proposal Total:										\$51,721.15
The Percentage of Non Pre-Priced on this Proposal:										0.00%

## EXHIBIT C

### (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, CA 92101

Subcontractor Report

Date: 8/23/2021

Job Order Contracting

Contract #: PWG269.0-19  
Job Order #: MTSJOC269-11.01  
Job Order Title: America Plaza Rail Replacement  
Location: Blue Line ROW  
Contractor: Herzog Contracting Corp  
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
(619) 231-1466 • FAX (619) 234-3407

## Agenda Item No. 13

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

September 16, 2021

#### SUBJECT:

CLOSED CIRCUIT TELEVISION (CCTV) MAINTENANCE SERVICES – CONTRACT  
AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG335.0-21 (in substantially the same format as Attachment A), with Electro Specialty Systems (ESS), for CCTV Maintenance Services totaling \$771,035.74 for five (5) years.

#### Budget Impact

The total budget for this project shall not exceed \$771,035.74. This project is funded through Transit, Trolley and Facilities maintenance and operational cost centers through the annual operating budget.

#### DISCUSSION:

Over the past 10 years, MTS has enhanced the video surveillance system throughout its facilities, Bus Rapid Transit (BRT) stations, and Trolley stations by installing CCTV cameras with real-time remote monitoring capabilities from the Operations Control Center.

The system acts as a crucial component in reviewing, identifying, and resolving claims. Safety and security of the Trolley and bus riders, MTS employees and the public is paramount. There are over 1,000 cameras in the MTS operating area and future expansions of BRT stations and the Mid-Coast Trolley line will add more cameras to the existing system.

The continued effectiveness of the CCTV system can only be maintained by a robust preventive maintenance program. Without regular maintenance, even the most modern and effective equipment will deteriorate. Many CCTV systems are external, resulting in



the wear and tear that results from interaction with natural and man-made elements. Minor alterations such as cleaning and adjusting camera housings and lenses are required to maintain the optimum recorded picture quality. Regular servicing also prolongs component lives and lowers system downtime.

MTS has standardized its CCTV system to Avigilon. Under this maintenance and repair agreement, the Avigilon certified contractor will provide all labor, parts, tools, software, updates, licenses to preserve and maintain all CCTV in a safe, complete and continually usable and functioning condition for which it was designed, as shown on the Scope of Work (Attachment B).

On May 6, 2021, MTS issued a Request for Proposals (RFP) for CCTV maintenance services.

By the June 11, 2021 deadline, MTS received 4 proposals from:

1. ADT, LLC, Redlands CA
2. Birdi & Associates, Inc., Pasadena CA
3. ESS, San Diego CA
4. TRL Systems, Inc., Rancho Cucamonga CA

On June 30, 2021, a selection committee consisting of representatives from MTS Finance, Trolley and Information Technology met and scored the proposals based on the following criteria:

- |   |     |
|---|-----|
| 1. Qualifications, Related Experience, References of Proposer | 20% |
| 2. Proposed Staffing, Organization, And Management Plan       | 20% |
| 3. Work Plan  | 20% |
| 4. Cost   | 40% |
| Total: 100%   |     |

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

Proposer	Technical Score	Cost Score	Total	Ranking
ESS	38.67	40.00	78.67	1
Birdi	40.00	26.03	66.03	2
TRL	29.33	22.32	51.65	3
ADT	21.33	13.98	35.31	4

The initial costs are shown below:

Proposer	Initial Cost
ESS	\$813,725.74
Birdi	\$1,250,571.79
TRL	\$1,458,478.00
ADT	\$2,328,151.50
<i>Independent Cost Estimate (ICE)</i>	<i>\$770,674.15</i>

After the initial review, the evaluation team determined that it would be in the best interest of MTS to have discussions with ESS only as the highest scored proposer.

On July 15, 2021 the evaluation team interviewed ESS on the work order process and proposed costs. ESS has proposed two price structures (Attachment C):

1. 5% materials markup proposal with higher labor rates for a total of \$813,725.74.
2. 18% materials markup proposal with lower labor rates for a total of \$771,035.74.

Based on past payments, MTS spends more on labor than materials. The evaluation panel determined that it was in MTS's best interest to accept the 18% materials markup with lower labor rates. This means that MTS does not have to pay higher labor rates even when there are no materials required for a work order. This selected proposal saves MTS \$42,690 over 5 years, a cost that the evaluation panel deemed fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG335.0-21 (in substantially the same format as Attachment A), with ESS, for CCTV Maintenance Services totaling \$771,035.74 for five (5) years.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Draft Standard Agreement MTS Doc. No. PWG335.0-21  
B. Scope of Work  
C. Cost Summary

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. PWG335.0-21  
CCTV MAINTENANCE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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: Electro Specialty Systems Address: 7940 Convoy Court  
San Diego CA 92111  
City State Zip  
Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email : dan@ess4.net  
Telephone: 858-571-7746  
Authorized person to sign contracts Daniel Brault President  
Name Title

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

The contract term is for up to (5) years effective October 1, 2021 through September 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$771,035.74 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ELECTRO SPECIALTY SYSTEMS
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	

# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

---

## 1.1. OVERVIEW

MTS is currently equipped with a Closed-Circuit Television (CCTV) security system throughout its properties, a system that acts as a crucial component in reviewing, identifying, and resolving claims. Safety and security of the trolley and bus riders, MTS employees and the public is paramount. MTS is looking for an experienced and qualified Contractor to perform routine and emergency maintenance and repair of the current CCTV system. The overall governing requirements of this contract is to preserve and maintain all CCTV systems in a safe, complete and continually usable and functioning condition for which each system was designed.

Contractor shall provide all labor, parts, tools, equipment and related software for five (5) years effective October 1, 2021. Proposers should provide the all-inclusive pricing using the cost proposal form in Attachment 1.

MTS has standardized its CCTV. The equipment manufacturer is Avigilon. Therefore, MTS is seeking proposals from firms that are Avigilon Enterprise Certified Systems Providers, with access to related Avigilon equipment and supplies, software, updates, licenses and trainings/certifications.

## 1.2. LOCATIONS

The CCTV inventory is shown in Attachment 2.

The locations include, but are not limited to:

- a. Bus Rapid Transit (BRT) stations are shown in Attachment 3.

Note: Although Escondido Transit Center located at 796 West Valley Parkway, Escondido, CA 92025 is on 1-15, this station is maintained by North County Transit District and therefore not part of this contract.

- b. MTS trolley stations along the MTS Blue Line, Mid-Coast, Green Line and Orange Line are shown in Attachment 4.
- c. MTS facilities including:
  - i. Imperial Avenue Division (IAD), 100 16th Street, San Diego, CA 92101.
  - ii. Kearny Mesa Division (KMD), 4630 Ruffner Street, San Diego, CA 92111.
  - iii. Yard C, 1535 Newton Avenue, San Diego, CA 92101
  - iv. Copley Park Division, 7490 Copley Park Place, Kearny Mesa, CA 92111.
  - v. South Bay Maintenance Facility (SBMF), 3650 Main Street, Chula Vista.
  - vi. East County Bus Maintenance Facility, 1213 N. Johnson Avenue and 544 Vernon Way in El Cajon.

### **1.3. CONTRACTOR QUALIFICATIONS**

- a. Contractor must be and shall remain an Avigilon Enterprise Certified Systems Provider in good standing during the contract. Certificates should be provided with the proposal.
- b. Contractor must have employee/s with a high degree of familiarity with the specific Avigilon System and hold appropriate training certificates. Certificates should be provided with the proposal.
- c. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to submit a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information. A current DIR Registration number should be provided with the proposal.
- d. Contractor must be licensed in the State of California for the work described herein. A current license should be submitted with the proposal.

### **1.4. COST PROPOSAL FORMS**

On the Cost Proposal Forms provided as Attachment 1, Proposers are asked to submit:

- a. All-inclusive hourly rate for regular, standard service calls (non-emergency)
- b. All-inclusive hourly rate for emergency service which includes overtime, after-standard business hours, weekends, and MTS holidays.
- c. Mark-up percentage on CCTV materials/supplies. MTS has provided the annual amount it estimates to spend. This is an estimate provided for proposal purposes only. Actual usage may be more or less than estimated. MTS will allow mark-ups from 0% to 5%. Higher markups will not be allowed.
- d. All-inclusive lump sum amount for a complete total CCTV system inspection/cleaning. This is an annual service.

Hourly rates shall be all-inclusive including but not limited to the cost of labor, tools, equipment, fuel, tax, overhead, profit and all other related costs necessary to perform the work described. Travel time is not billable. Hours billed shall be for onsite work only. Charges not described on the cost proposal forms will not be considered valid and MTS will not pay additional costs, therefore proposers should price accordingly.

### **1.5. SERVICES**

Contractor shall provide all technical services, including but not limited to: all supervision, labor, software, parts, tools and equipment necessary to maintain and repair CCTV equipment and related software for continued operational functionality. Services may be requested 24 hours a day, seven (7) days a week including holidays. Proposers should consider this when submitting pricing.

Services include preventive and corrective maintenance including inspection, cleaning, programming, licensing, integrating, replacing, upgrading, testing and commissioning of CCTV, software, flip up monitors, Power Over Ethernet (POE) switches, cameras including housing, lenses and power supplies, media converters, servers, conduit, boxes, new Network Video

Recorder (NVR) units, new video transmission equipment, body metal scanners/detectors, wire, fiber optic cable and connectors, fittings, mounting hardware, APC, backup Uninterruptible Power Supply (UPS), batteries, switches and required appurtenances. Repairs of all types of failures and damages are covered under the agreement.

Contractor shall also perform video retrievals. Video images are recorded locally in the Avigilon server at the station utilizing Avigilon recording software. The video information is stored at a minimum of 15 days at the highest resolution and frame rates allowed by the design of each camera and the NVR (including 50% additional spare storage for future growth). Minimum video storage requirements by MTS are at least 15fps (frames per second) at a best quality level 6 image configuration. Work performed must be confirmed and verified by the Contractor that each station meets the minimum 15- day video storage.

For software upgrades and programming Contractor shall provide the latest software versions, install per manufacturer specifications, provide all required licenses and necessary programming and support so that all connected equipment operates as one complete integrated, seamless functional CCTV system. Contractor shall coordinate closely with MTS Information Technology (IT) and Security personnel for best times to load and install upgrades and new software, so as not to disrupt the normal security functions of the existing CCTV system or have parts of the existing CCTV system non-operational.

MTS at its sole and absolute discretion reserves the right to modify its CCTV systems at any time.

The MTS PM will provide Contractor with information such as location of work and any materials/supplies required. Any work above \$5,000 will require Contractor to submit a written fixed cost proposal to the MTS PM for approval, based on the contracted labor rates and materials markup, before any services are performed. It shall be the Contractor's responsibility to examine the location/s, acquaint itself with the existing conditions prior to submitting the cost proposal. MTS reserves the right to source quotes from multiple vendors and purchase any required items under a separate purchase order if it does not deem Contractor's proposal to be fair and reasonable and match the job at hand. Such services will require a two (2) week burning period for testing before any acceptance can be made.

Contractor shall only be paid for time spent on the premises performing the services required under the contract. Travel time or related expenses will not be reimbursed. Contractor shall not count travel time as part of billable hours.

The successful Contractor must sign and adhere to Third Party Vendor/Consultant Network Access Request (Attachment 5) and Technology Resources Policy, Internet, Computer, Data Security (Attachment 6).

#### **1.6. PREVENTIVE MAINTENANCE**

- a. Preventive maintenance shall be defined as any maintenance activity that ensures equipment functions at its full performance level as specified by the manufacturer. Any access, recommended maintenance, changes or other work on the servers shall be approved and documented by MTS IT first prior to start the work.
- b. Contractor shall perform at least one (1) complete total system inspection of the CCTV system per year, or as otherwise directed by MTS. Total systems inspection will be in accordance

with manufacturer's recommendations to ensure that the equipment is operating in accordance with the manufacturer's specifications.

Inspections shall include, but not be limited to:

- i. Visual checks of all console equipment, peripheral equipment, fixed/PTZ/domed cameras, NVRs, receiver and driver units, housings, camera and lenses, flip up monitors, switches, and electrical and mechanical controls.
- ii. Verify and calibrate cameras' focus and auto iris is proper. Verify functionality of PTZ focus. Adjust as necessary.
- iii. Clean camera lens and housing window.
- iv. Any CCTV equipment found to be inoperative during the preventive maintenance shall be restored to fully operational status. If CCTV camera is not repairable at the time of the preventive maintenance, a work order shall be opened. The Contractor shall provide a substitute CCTV camera during the down time of the camera in need of repair.
- v. Inspect exterior surfaces for damages that may lead to malfunctions of equipment.
- vi. Clean all system equipment and lenses and glass windows on the housings. Clean and inspect the receiver drivers and perform local testing and calibrating of the cameras' focus and auto iris lenses.
- vii. Check picture for correct field of view. Adjust as necessary.
- viii. Operate all system software diagnostics and correct all diagnostic problems.
- ix. Resolve any previous outstanding problems.
- x. Visual checks and operational tests of the CPU, switcher, peripheral equipment, interface panels, recording devices, monitors, video, and picture quality from each camera.
- xi. Report on any obstruction of camera images (i.e. growing trees and bushes).
- xii. Visually inspect all major security components, including cabling and connections, where accessible, for signs of deterioration or damage.
- xiii. Verify cabling is dressed properly with labels.
- xiv. Check connectors and cable entry points for loose wiring.
- xv. Visually inspect monitors for burn-in and distortion.
- xvi. Check monitors for proper contrast and brightness. Tweak if needed.
- xvii. Check all control equipment is functional.
- xviii. Check the prior week's footage to verify recording is properly stored.
- xix. All inspections of all CCTV equipment must be thoroughly documented.



### **1.7. NVR UPGRADES**

MTS will procure and build the NVR per MTS specifications. Whenever there is a need to upgrade the NVR, MTS will work with the Contractor to coordinate the installation of the NVR.

### **1.8. RISK OF LOSS OR DAMAGE**

For all equipment, materials and supplies in this project Contractor shall be responsible for procurement, shipment/delivery from manufacturer or other, transportation to MTS location/s, storage until the completed service is tested and accepted by the MTS PM. The risk of loss or damage remains with the Contractor who shall be solely responsible, and relieves MTS from the risks of loss or damage, from except when it is due to fault or negligence by MTS. Contractor shall exercise great caution to ensure there is no damage to MTS property at any time and shall be responsible for repair or replacements of any damages caused.

### **1.9. ORDER OF WORK AND WORKMANSHIP**

- a. When services are needed, the MTS PM will call or submit an online service ticket to the Contractor with a full description of the issue, location, required response time and the number of pre-authorized hours of service, if work will exceed one hour. The minimum charge per service call is 1 hour. After that the rates charged shall be on 30 minutes increments. Example: Work takes 1 hour 10 minutes: Contractor shall bill and MTS shall pay for 1 hour 30 minutes. Work takes 1 hour 40 minutes: Contractor shall bill and MTS shall pay for 2 hours.
- b. Prior to the Contractor going out to the locations/starting work, Contractor must notify MTS IT, Security and Maintenance of Way (MOW) personnel via email of the exact location, type of work and estimated start time. The contact list shall be provided to the awarded Contractor. The Contractor is responsible for requesting flaggers when working near any MTS active rails.
- c. Contractor shall visit the location and perform the requested work. If over the pre-authorized hours of service is required to complete the work Contractor shall provide a quote, including estimated hours and any materials/supplies required. MTS PM shall review the Contractor's quote to ensure the costs are reasonable and match the job at hand. Once approved, the MTS PM will inform the Contractor to proceed. All the notifications/confirmations above may be by email.
- d. No additional work is to be performed without written authorization from the MTS PM. Additional work performed outside the scope of the work order is prohibited and if done Contractor shall solely bear all risks and costs.
- e. Note: Due to the nature and sometimes urgency of the services to be performed, written notifications (e.g. submission of work orders or authorization to begin work) may not be always possible. As such, verbal communication may be used. MTS expects Contractor to abide by all service requirements identified in this RFP. Verbal communication will then be documented by both parties in the form of a work order/service ticket. Should MTS determine that verbal notices at any level of service are not in its best interest, MTS will inform the Contractor and the notice/s in question from that time forward will begin to be in writing.

- f. Upon completion of work, unless prior arrangements are made, a visual inspection shall be made by Contractor and MTS PM for testing and acceptance of work. Contractor shall re-do any work not accepted or fails under warranty at no additional charge to MTS.
- g. Contractor shall always notify MTS PM once the service is complete. If a job requires Contractor to return at a different day/time Contractor shall notify MTS PM.
- h. Contractor must exercise great caution when performing work. Workmanship shall conform to the highest standard of commercially accepted practice for the class of work, and shall result in a neat and finished appearance.
- i. Contractor will be required to document all service calls and/or work orders received from MTS including the following and all required documentation shall be provided to MTS PM immediately following each service call.
  - i. Requesting MTS staff person's name
  - ii. Name and location of each device
  - iii. Services performed during each service call
  - iv. Amount of time spent and the parts used for each service call including \$ amounts
  - v. Name of technician(s) performing work
- j. All repairs must be made at the time of the service call. No CCTV equipment or component shall be removed without a replacement that will keep the systems fully operational.
- k. All equipment removed or salvaged in conjunction with replacements (other than cabling and wires) must be returned to MTS Storeroom within five (5) days, along with a packaging slip describing where the parts were taken from, who replaced them under what work order number(s), parts description, manufacturer, model numbers, quantity, condition, etc. MTS parts clerk must receive and sign off on all packing slips. Upon award MTS will inform the Contractor the MTS Storeroom location, provide a returns template form and contact information for the returns.
- l. All parts furnished shall be new. Contractor shall enforce any applicable warranty on all parts, components and software provided by the original equipment manufacturer, including the pick-up and delivery of any equipment requiring service at local off-site providers or the transportation of such equipment to out-of-town service providers.
- m. At a minimum, Contractor shall provide a one-year warranty after date of acceptance on all material and equipment or as per manufacturer's warranty terms, whichever is longer. Workmanship shall be guaranteed for at least one year after date of acceptance.

#### **1.10. STANDARD SERVICE CALLS (NON-EMERGENCY)**

- a. MTS requestor must get an acknowledgement of the trouble call within thirty (30) minutes of receipt of service call.
- b. Once communication is made, Contractor is responsible for arriving at MTS site within three (3) hours of initial findings or trouble call. MTS expects the Contractor to give "priority" to service requests. While response times may vary from job to job, MTS PM will notify Contractor of the appropriate response times.

- c. The standard service calls shall be provided Monday through Friday, 8:00 am and 5:00 pm excluding MTS holidays which are:

New Year's Day	Martin Luther King Day	President's Day
Cesar Chavez Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

**1.11. EMERGENCY SERVICE (AFTER STANDARD BUSINESS HOURS, OVERTIME, WEEKENDS, HOLIDAYS)**

- a. Emergency services shall be defined as services after standard business hours (including MTS holidays), on weekends or holidays.
- b. MTS requestor must get an acknowledgement of the trouble call within thirty (30) minutes of receipt of emergency call.
- c. Once communication is made, Contractor shall be at the MTS work within 1.5 hours. In the event that there are more requests than can be responded to within 1.5 hours, the Contractor shall coordinate with the MTS PM on how such emergency calls may be prioritized.
- d. For any calls considered emergency by the MTS PM, Contractor must treat them as such and must commit to the response time given by the MTS PM. For the purposes of this contract an emergency situation is one that may lead to conditions that threaten human lives, present risks of injury to humans, or loss or damage to MTS property, or a need to restore essential services.
- e. Contractor shall provide on-call repairs and services in the event of any malfunction. Emergency services shall be defined as a service to repair or correct system failure after standard business hours above, on weekends or holidays.

**1.12. QUARTERLY REPORTS**

Contractor shall submit quarterly inspection reports to MTS. Each report shall be detailed consisting of the total system and all locations.

**1.13. CONTRACTOR'S PERSONNEL**

Contractor's service personnel shall be certified in the maintenance and repair of the equipment that they service. Contractor personnel shall wear clothing bearing the company name with proper identification/badges while on MTS premises, present a neat appearance, and be easily recognized:

- a. Contract Manager: Contractor shall designate one (1) management level employee to serve as the liaison to MTS regarding any performance and contractual issues and shall provide MTS with sufficient contact information including, but not limited to, cell phone number and email address.
- b. Lead Technician: Contractor shall designate a lead technician who shall serve as the primary contact to MTS. The Lead Technician (or designee) must be able to meet the response times shown in Sections 5.10 and 5.11, twenty-four (24) hours per day, seven (7) days per week.

Contractor shall provide MTS with sufficient contact information including, but not limited to, cell phone number and email address.

#### **1.14. NO RIGHT TO POST SIGNS**

The Contractor shall not post or otherwise affix signs, decals or other media on MTS property or equipment, except as required to maintain safety during the course of repair or maintenance work. No permanent signs, decals, or other media may be installed without MTS's express written permission.

#### **1.15. PAYMENT TERMS**

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

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

#### **1.16. INVOICES**

Each month, Contractor shall submit invoices for all work performed and accepted that month. Partial payments are not allowed; therefore, incomplete jobs that roll-over to the next month shall not be billed until they are accepted. MTS will process the invoices within thirty (30) days from invoice date.

Contractor shall be required to submit with its invoices documentation evidencing the actual costs of material and supplies paid (if any). Additional compensation will be allowed as per Contractor's markup percentage. Contractor must include the original receipt/s for all materials and supplies with its invoices.

Invoices must be sent to the MTS Accounting Department, via email at [ap@sdmts.com](mailto:ap@sdmts.com). CCTV system services are shared between multiple MTS departments. Therefore, Contractor must indicate the contract number, purchase order, requestor's name, location, work performed, period of performance and any work order approvals to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Contractors must also indicate if any of the invoiced amount is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in Section 16 Prompt Progress Payments of the Standard Conditions.

## **2. ATTACHMENTS**

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ATT 1 Cost Pricing Form

(See Attached on PlanetBids)

ATT 2 CCTV Inventory

ATT 3 BRT Map

ATT 4 Trolley Map

ATT 5 Third Party Consultant Network Access Request

ATT 6 Technology Resources Policy

### 3. SAMPLE OF STANDARD AGREEMENT, STANDARD CONDITIONS

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. PWG335.0-21  
CCTV MAINTENANCE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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: \_\_\_\_\_ Address: \_\_\_\_\_

Form of Business: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(Corporation, Partnership, Sole Proprietor, etc.) Email : \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized person to sign contracts \_\_\_\_\_  
Name Title

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

The contract term is for up to (5) years effective October 1, 2021 through September 30, 2026.

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

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

## Cost Summary

	<b>MTS ICE</b>	<b>ADT, LLC</b>	<b>Birdi &amp; Associates, Inc.</b>	<b>Electro Specialty Systems</b>	<b>TRL Systems, Inc.</b>
Yr 1	\$145,160.00	\$438,518.00	\$237,350.00	5% markup on materials	\$286,160.00
Yr 2	\$149,514.80	\$451,673.30	\$243,543.50		\$288,873.00
Yr 3	\$154,000.24	\$465,224.70	\$249,919.65		\$291,640.00
Yr 4	\$158,620.25	\$479,180.00	\$256,496.17		\$294,463.00
Yr 5	\$163,378.86	\$493,555.50	\$263,262.47		\$297,342.00
	<b>\$770,674.15</b>	<b>\$2,328,151.50</b>	<b>\$1,250,571.79</b>		<b>\$1,458,478.00</b>
Compared to ICE	\$0.00	\$1,557,477.35	\$479,897.64		\$687,803.85
				18% markup on materials	\$142,300.00
					\$148,170.00
					\$154,122.50
					\$160,159.63
					\$166,283.61
					<b>\$771,035.74</b>
				Compared to ICE	\$361.59

Attachment 1

REVISED COST PROPOSAL

CCTV MAINTENANCE PWG335.0-21

PROPOSER NAME: Electro Specialty Systems

LABOR		Qty Estimated Hours	Year 1 (Effective Oct 2021)		Year 2 (Effective Oct 2022)		Year 3 (Effective Oct 2023)		Year 4 (Effective Oct 2024)		Year 5 (Effective Oct 2025)	
			Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total
Straight Time Hourly Rate. All-inclusive hourly rate for regular, standard service calls (non-emergency). Section 5.10		750	\$ 106.00	\$ 79,500.00	\$ 112.00	\$ 84,000.00	\$ 118.00	\$ 88,500.00	\$ 124.00	\$ 93,000.00	\$ 130.00	\$ 97,500.00
Saturday all-inclusive hourly rate (non-standard hours, emergency, holidays). Section 5.11		40	\$ 122.00	\$ 4,880.00	\$ 128.00	\$ 5,120.00	\$ 135.00	\$ 5,400.00	\$ 142.00	\$ 5,680.00	\$ 150.00	\$ 6,000.00
Sunday all-inclusive hourly rate (non-standard hours, emergency, holidays). Section 5.11		40	\$ 138.00	\$ 5,520.00	\$ 145.00	\$ 5,800.00	\$ 152.00	\$ 6,080.00	\$ 160.00	\$ 6,400.00	\$ 168.00	\$ 6,720.00
<b>SUB-TOTAL</b>				\$ 89,900.00		\$ 94,920.00		\$ 99,980.00		\$ 105,080.00		\$ 110,220.00

MATERIALS		Estimated Annual Materials Amount	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)
Mark-up % on materials/supplies. MTS estimates to spend \$30,000 annually.		\$ 30,000	18.00%	\$ 35,400.00	18.00%	\$ 35,400.00	18%	\$ 35,400.00	18%	\$ 35,400.00	18%	\$ 35,400.00

ANNUAL INSPECTIONS		All-Inclusive Amount	All-Inclusive Amount	All-Inclusive Amount	All-Inclusive Amount	All-Inclusive Amount
Lumpsum amount for a complete total CCTV system inspection/cleaning. This is an annual service.		\$ 17,000.00	\$ 17,850.00	\$ 18,742.50	\$ 19,679.63	\$ 20,663.61

ANNUAL TOTALS	\$ 142,300.00	\$ 148,170.00	\$ 154,122.50	\$ 160,159.63	\$ 166,283.61
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\*Example: a 2% materials markup is \$600, therefore proposer should show \$30,600 as the extended total. If for the next year proposer raises the markup to 3% then the markup is \$900 and therefore the extended total should be \$30,900 for that year.

Proposers are responsible for verifying their calculations.

Yr 1	\$	142,300.00
Yr 2	\$	148,170.00
Yr 3	\$	154,122.50
Yr 4	\$	160,159.63
Yr 5	\$	166,283.61
<b>OVERALL TOTAL</b>	<b>\$</b>	<b>771,035.74</b>



ESS (5% Markup) - INITIAL PROPOSAL	
LABOR	Qty Estimated Hours
Straight Time Hourly Rate. All-inclusive hourly rate for regular, standard service calls (non-emergency). Section 5.10	750
Saturday all-inclusive hourly rate (non-standard hours, emergency, holidays). Section 5.11	40
Sunday all-inclusive hourly rate (non-standard hours, emergency, holidays). Section 5.11	40
SUB-TOTAL	

Year 1 (Effective Oct 2021)		Year 2 (Effective Oct 2022)		Year 3 (Effective Oct 2023)		Year 4 (Effective Oct 2024)		Year 5 (Effective Oct 2025)	
Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total
\$ 120.00	\$ 90,000.00	\$ 126.00	\$ 94,500.00	\$ 132.00	\$ 99,000.00	\$ 139.00	\$ 104,250.00	\$ 146.00	\$ 109,500.00
\$ 138.00	\$ 5,520.00	\$ 145.00	\$ 5,800.00	\$ 152.00	\$ 6,080.00	\$ 160.00	\$ 6,400.00	\$ 168.00	\$ 6,720.00
\$ 156.00	\$ 6,240.00	\$ 164.00	\$ 6,560.00	\$ 172.00	\$ 6,880.00	\$ 181.00	\$ 7,240.00	\$ 190.00	\$ 7,600.00
	\$ 101,760.00		\$ 106,860.00		\$ 111,960.00		\$ 117,890.00		\$ 123,820.00

MATERIALS	Estimated Annual Materials Amount
Mark-up % on materials/supplies. MTS estimates to spend \$30,000 annually. MTS will allow mark-ups from 0% to 5%. Higher markups will not be allowed.	\$ 30,000

*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)	*Markup %	*Extended Total (Markup \$total + \$30,000)
5.00%	\$ 31,500.00	5.00%	\$ 31,500.00	5%	\$ 31,500.00	5%	\$ 31,500.00	5%	\$ 31,500.00

ANNUAL INSPECTIONS
Lumpsum amount for a complete total CCTV system inspection/cleaning. This is an annual service.

	All-Inclusive Amount		All-Inclusive Amount		All-Inclusive Amount		All-Inclusive Amount		All-Inclusive Amount
	\$ 17,000.00		\$ 17,850.00		\$ 18,742.50		\$ 19,679.63		\$ 20,663.61

ANNUAL TOTALS
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	\$ 150,260.00		\$ 156,210.00		\$ 162,202.50		\$ 169,069.63		\$ 175,983.61
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*\*Example: a 2% materials markup is \$600, therefore proposer should show \$30,600 as the extended total. If for the next year proposer raises the markup to 3% then the markup is \$900 and therefore the extended total should be \$30,900 for that year.*

*Proposers are responsible for verifying their calculations.*

OVERALL TOTAL

Yr 1	\$	150,260.00
Yr 2	\$	156,210.00
Yr 3	\$	162,202.50
Yr 4	\$	169,069.63
Yr 5	\$	175,983.61
	\$	813,725.74



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

## Agenda Item No. 14

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS COMMITTEE

September 16, 2021

#### SUBJECT:

CALIFORNIA NETWORK AND TELECOMMUNICATIONS (CALNET) PROGRAM NEXT  
GENERATION TELECOMMUNICATIONS SERVICES (CALNET 4)

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2510.0-22 (in substantially same format as Attachment A) with AT&T Corp. for Telecommunication Services under the specified CALNET Next Generation (CALNET 4) Authorization to Order (ATO) in the amount of \$3,084,795.00 from January 1, 2022 through June 30, 2029.

#### Budget Impact

The total budget for this project shall not exceed \$3,084,795.00. The project is funded by the Information Technology (IT) Operating Budget 902010-555100.

#### 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, analog & digital voice services, Multiprotocol Label Switching (MPLS) data networks, Voice Over Internet Protocol (VOIP) services, cloud hosting services, broadband & internet services, audio & web conferencing services, data transmission services, and private networks. By participating in CALNET Program, agencies receive substantial discounts on telecommunication services.

CALNET awarded AT&T Corp. contracts for 16 new service categories to provide connectivity and technology products to California state and local agencies. Under these



new contracts, AT&T is expected to provide a comprehensive, reliable portfolio of cost-effective solutions to the agency that streamlined the process to select solutions that would meet the organization's individual complex and critical telecommunications and network requirements.

The Federal Transit Administration (FTA), through its Circular 4220.1F, Chapter V, Page 2, Section 4, encourages its grantees to enter into state and intergovernmental agreements for the purchase of goods and services, and MTS has utilized the CALNET Program and its services since 2009.

MTS Board of Directors has provided funding for services under CALNET 3 since FY15. CALNET 3 ATO is due to be phased out at the end of the calendar year. CALNET 4 will be fully operational and underway by January 2022 and MTS intends to transition its existing services to CALNET 4 to ensure that services are without delay. Staff projections for fiscal year 2023 through 2029 include 10% increases in service utilization due to facility and service level expansion.

<i><b>Fiscal Year</b></i>	<i><b>CALNET 3 Transition</b></i>	<i><b>CALNET 4</b></i>
2022	\$337,500	-
2023	-	\$450,000
2024	-	\$495,000
2025	-	\$544,500
2026	-	\$598,950
2027	-	\$658,845
<i><b>Subtotal:</b></i>	<i><b>\$337,500</b></i>	<i><b>\$2,747,295</b></i>
<i><b>Total</b></i>		<i><b>\$3,084,795</b></i>

Therefore staff recommends the Board authorize the CEO to execute MTS Doc. No. G2510.0-22 (in substantially same format as Attachment A) with AT&T Corp. for Telecommunication Services under the specified CALNET 4 ATO in the amount of \$3,084,795.00 from January 1, 2022 through June 30, 2029.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A.Draft Agreement MTS Doc. No. G2510.0-22

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. G2510.0-22  
CALNET NEXT GENERATION TELECOMMUNICATIONS AND NETWORK SERVICES  
(CALNET 4)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: AT&T Corp. Address: 2700, Watt Avenue, Room 1213

Sacramento, CA 95821

Form of Business: Corporation

City State Zip

(Corporation, Partnership, Sole Proprietor, etc.) Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized person to sign contracts \_\_\_\_\_

Name

Title

CALNET is a competitively bid telecommunications services agreement managed by the State of California ("State"). As a local government agency, MTS is authorized to participate in the California Network and Telecommunications (CALNET) agreements and benefit from the competitively bid pricing negotiated by State.

**Therefore, MTS and AT&T Corp. hereby enter into an agreement for:**

Telecommunications and network services under the terms and conditions of the State of California, Department of Technology, CALNET Next Generation CALNET 4 Statewide Contract C4-LEG-12-10-TS-01 for Categories 15, 16, 17, and 18, (Attached as Exhibit A), CALNET Next Generation CALNET 4 Statewide Contract C4-DNCS-19-001-40 for Category 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30 (Attached as Exhibit B), and additional telecommunications and network services as they become available on CALNET Next Generation (CALNET 4).

This Agreement provides for ordering of the specified telecommunication services by MTS on an as-needed basis.

MTS is required to sign an Authorization to Order (ATO) as new services are negotiated and become available on CALNET 4. MTS selects the services that it may order on each specific ATO, giving MTS the ability to order the services. Exhibits A and B are the ATOs for the services MTS is currently authorized to order under CALNET 4. Future ATOs will be executed as amendments to this Agreement. Requests for specific services under a valid ATO are initiated in a written purchase order or amended purchase order signed by MTS.

The contract term shall take effect January 1, 2022 through January 2029 assuming, the State exercises all contract extension options for CALNET 4.



Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$3,084,795.00 without the express written consent of MTS.

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



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

## Agenda Item No. 15

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

September 16, 2021

#### SUBJECT:

ENTERPRISE AND RIO VISTA WALL SURVEY – WORK ORDER

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1948-AE-67 to MTS Doc. No. G1948.0-17 (in substantially the same format as Attachment A) with HNTB Corporation (HNTB) in the amount of \$111,766.08 for the Enterprise and Rio Vista retaining wall survey.

#### Budget Impact

The total budget for this project shall not exceed \$111,766.08. The project is funded by MTS Capital Improvement Project (CIP) 2005003902 – Rio Vista / Morena Wall and 2005109501 – Hill Street / Enterprise Wall.

#### DISCUSSION:

There have been concerns with movement of the existing retaining walls at two locations along the Trolley right-of-way. The first retaining wall (Enterprise Wall) is located along the Orange Line behind the Enterprise Car Sales lot between Hill Street and S. Marshall Avenue in El Cajon. The second retaining wall (Rio Vista Wall) is located along Green Line on the south side of Rio Vista Trolley Station. The purpose of this work order is for HNTB to survey both retaining wall locations on a quarterly basis for up to two years to determine if there is significant movement at either location. If there is significant movement at either location, MTS can elect to move forward with the necessary repairs.

Under the proposed work order, HNTB will provide the required surveying and consulting services for this project.



On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process.

MTS staff reviewed the approved A&E firms and utilizing a rotation award process, selected HNTB to perform the requisite services.

Through negotiations, staff was able to reduce HNTB's initial proposed amount of \$120,286.32 to \$111,766.08. Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute WOA1948-AE-67 to MTS Doc. No. G1948.0-17 (in substantially the same format as Attachment A) with HNTB in the amount of \$111,766.08 for the Enterprise and Rio Vista retaining wall survey.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft MTS Doc. No. G1948.0-17 WOA1948-AE-67



September 16, 2021

MTS Doc. No. G1948.0-17  
Work Order No. WOA1948-AE-67

Kevin Haboian  
Contract Manager  
HNTB Corporation  
200 E. Sandpointe Ave., Suite 200  
Santa Ana, CA 92707

Dear Mr. Haboian:

Subject: MTS DOC. NO. G1948.0-17, WORK ORDER WOA1948-AE-67, GENERAL ENGINEERING SERVICES FOR ENTERPRISE AND RIO VISTA WALL SURVEY

This letter shall serve as Work Order WOA1948-AE-67 to MTS Doc. No. G1948.0-17, under the General Engineering Consultant Agreement, as further described below.

#### SCOPE OF SERVICES

This Work Order provides for design services for the surveying and reporting at the Enterprise Wall along the Orange Line and the Rio Vista Trolley Station wall along the Green Line in accordance with the attached Scope of Services (Attachment A)

#### SCHEDULE

The Scope of Services shall be completed within two (2) years from the date of the Notice to Proceed.

#### PAYMENT

The work order total amount shall not to exceed \$111,766.08 without prior authorization from MTS.

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

Sincerely,

Accepted:

Sharon Cooney  
Chief Executive Officer

\_\_\_\_\_  
Kevin Haboian  
HNTB Corporation

Date: \_\_\_\_\_

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal





# **ATTACHMENT A**

## **SCOPE OF SERVICES**

MTS Doc. No. G1948.0-17

Work Order No. WOA1948-AE-67

**WORK ORDER TITLE: Enterprise and Rio Vista Wall Survey****I. PROJECT DESCRIPTION**

This project is to support the San Diego Metropolitan Transit System (MTS) with surveying and reporting at the Enterprise Wall along the Orange Line and the Rio Vista Trolley Station wall along the Green Line.

**II. EXPECTED RESULTS**

Provide reporting and survey at the Enterprise and Rio Vista Trolley Station wall(s) to monitor for any movement on a quarterly basis for a period two years.

**III. SCOPE OF WORK**

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

**Task 1 - Project Management and Coordination**

- 1.1 Provide project management services including the requirements for invoicing, scheduling, quarterly project progress reports, and administration of the Consultant's team. Invoicing will be completed quarterly.
- 1.2 Arrange and facilitate project-related meetings. Meetings will include one kick off meeting with the Principal Surveyor and MTS Project Manager to confirm approach and access to the Enterprise property.
- 1.3 Implement a project schedule to complete the Scope of Work
- 1.4 Provide QA/QC on all deliverables.
- 1.5 Prepare Right of Entry Permit for survey work within the railroad right of way.

**Task 2 - Provide survey and reporting at the Enterprise and Rio Vista Trolley Station wall(s) to monitor for any movement on a quarterly basis for a period of two years.**

- 2.1 Rio Vista Station – Monitor the four corners that define the MSE platform wall on a quarterly basis.
- 2.2 Enterprise Rental Car Retaining Wall – Monitor four locations on the wall, generally near the top of the wall based on access. the same locations will be monitored on a quarterly basis.
- 2.3 Provide quarterly reporting on the results of the field monitoring. The reports will include a sketch defining location of monitoring points and a spreadsheet showing coordinates of the monitoring points with the change in points from the previous monitoring data.

**IV. PERIOD OF PERFORMANCE**

The period of performance is for a period of two (2) years from the date of the NTP

**V. DELIVERABLES**

Quarterly monitoring reports.

**VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES****A. Tasks Schedule**

<b>Task</b>	<b>Begin/End Dates</b>
Survey Enterprise & Rio Vista Wall	September 2021

Survey Enterprise & Rio Vista Wall	December 2021
Survey Enterprise & Rio Vista Wall	March 2022
Survey Enterprise & Rio Vista Wall	June 2022
Survey Enterprise & Rio Vista Wall	September 2022
Survey Enterprise & Rio Vista Wall	December 2022
Survey Enterprise & Rio Vista Wall	March 2023
Survey Enterprise & Rio Vista Wall	June 2023

**B. Milestones/Deliverables Schedule**

<b><u>Milestone/Deliverable</u></b>	<b><u>Due Date</u></b>
Survey Enterprise & Rio Vista Wall	September 2021
Survey Enterprise & Rio Vista Wall	December 2021
Survey Enterprise & Rio Vista Wall	March 2022
Survey Enterprise & Rio Vista Wall	June 2022
Survey Enterprise & Rio Vista Wall	September 2022
Survey Enterprise & Rio Vista Wall	December 2022
Survey Enterprise & Rio Vista Wall	March 2023
Survey Enterprise & Rio Vista Wall	June 2023

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

Not Applicable.

**VIII. SPECIAL CONDITIONS**

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

**OR**

Not Applicable.

**IX. MTS ACCEPTANCE OF SERVICES:**

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

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

**X. DEFICIENT WORK PRODUCT:**

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

- Revising provided documents,

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

#### **XI. DELIVERABLE REQUIREMENTS**

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

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

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

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

#### **XII. PRICING**

Pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

#### **XIII. ADDITIONAL INFORMATION**

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

#### **XIV. PREVAILING WAGE**

Prevailing wage rates apply to certain personnel for these services? ☒ Yes ☐ No

If yes, please list classification subject to prevailing wage rates:

Surveyor

# **ATTACHMENT B**

## **NEGOTIATED FEE PROPOSAL**

# Work Order Estimate Summary

Att. A, AI 15, 09/16/2021

MTS Doc. No. G1948.0-17

Work Order No. WOA1948-AE-67

Attachment: B

Work Order Title: Enterprise and Rio Vista Wall Survey

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$41,102.52
2			\$70,663.56

Totals = \$111,766.08

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	260.0	\$41,102.52
2	Task 2	Provide Survey and Reporting	402.0	\$70,663.56
3				
4				
5				

Totals = 662.0 \$111,766.08

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			x	HNTB	212.0	\$32,971.60
x				Aguirre and Associates	450.0	\$78,794.48

Totals = 662.0 \$111,766.08

Work Order Estimate  
Summary

Att. A, AI 15, 09/16/2021

Total Hours =

212

Total Costs =

\$32,971.60

Consultant/Subconsultant:

HNTB

MTS Doc. No.:

G1948.0-17

Work Order No.:

WOA1948-AE-67

Work Order Title:

Enterprise and Rio Vista Wall Survey

Attachment:

B

Item

TASKS/WBS

TASKS/WBS Description

ODCs (See Attachment)	Contract Manager	Project Engineer Nick Brzezinski	Engineer II, Audrey Edney	Senior Engineer I (Structural)	Engineer I (Structural)			Designer	Accounting/ Admin		Total Hours	Totals
	\$ 293.18	\$ 161.69	\$ 113.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128.88	\$ -		

1

Task 1 Project Management and Coordination

1.1 PM	\$1,800.00	2	40						64		106	\$17,102.28
1.2 Meetings - kick off meeting		2	4								6	\$1,233.12
1.3 Schedule			48								48	\$7,761.12
1.4 QAQC			16								16	\$2,587.04
ROE Permit and Work Plan			4	32							36	\$4,288.04

Subtotals (Hours) = N/A 4 112 32 64 212 \$32,971.60

Subtotals (Costs) = \$1,800.00 \$1,172.72 \$18,109.28 \$3,641.28 \$8,248.32 212 \$32,971.60

2

Task 2 Provide Survey and Reporting


Subtotals (Hours) = N/A

Subtotals (Costs) =

Totals (Summary) =

Total (Hours) = N/A 4 112 32 64 212

Total (Costs) = \$1,800.00 \$1,172.72 \$18,109.28 \$3,641.28 \$8,248.32 \$32,971.60

Percentage of Total (Hours) = N/A 2% 53% 15% 30% 100%

Percentage of Total (Costs) = 5% 4% 55% 11% 25% 100%

# Work Order Estimate Summary

Att. A, AI 15, 09/16/2021

Consultant/ Subconsultant: **HNTB**

Contract No: **G1948.0-17**

Task Order No. **WOA1948-AE-67**

Work Order Title: **Enterprise and Rio Vista Wall Survey**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Printing	100	\$1.00	100	\$100.00								
2	RPLI		\$1,700.00	1	\$1,700.00								
3	ROE Permit Fee		\$800.00										
4													
5													
6													
7													
8													
9													
10													
Subtotal =					<b>\$1,800.00</b>	Subtotal =				Subtotal =			

## TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Printing													100	\$100.00
2	RPLI													1	\$1,700.00
3	ROE Permit Fee														
4															
5															
6															
7															
8															
9															
10															
Subtotal =				Subtotal =				Subtotal =				Subtotal =			
												Totals =			<b>\$1,800.00</b>



## Work Order Estimate Summary

Att. A, Al 15, 09/16/2021

Consultant/Subconsultant: **Aguirre and Associates**

MTS Doc. No.:	<b>G1948.0-17</b>
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Work Order No.: **WOA1948-AE-66**

Work Order Title: **Enterprise and Rio Vista Wall Survey**

Attachment: B

Total Hours = **450**

Total Costs =	\$78,794.48
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			ODCs (See Attachment)	Principal Land Surveyor	Project Land Surveyor	Party Chief (PW)	Chainman (PW)	Survey Technician	Engineer III (Electrical)	Engineer I (Electrical)	Designer	Accounting/ Admin		Total Hours	Totals	
Item	TASKS/WBS	TASKS/WBS Description		\$ 185.84	\$ 148.35	\$ 201.06	\$ 203.16	\$ 102.09	\$ -	\$ -	\$ -	\$ -	\$ -			
1	Task 1	Project Management and Coordination														
	1.1 PM															
	1.2 Meetings - Kick off meeting			4	4									8	\$1,336.76	
	1.3 Schedule				8									8	\$1,186.80	
	1.4 QAQC				16									16	\$2,373.60	
	Railroad Protective Training					8	8							16	\$3,233.76	
				\$100.00												\$100.00
Subtotals (Hours) =			N/A	4	28	8	8							48	\$8,230.92	
Subtotals (Costs) =				\$743.36	\$4,153.80	\$1,608.48	\$1,625.28							48	\$8,130.92	
2	Task 2	Preparation and Execution of HRA														
	Initial control research			2	12									14	\$2,151.88	
	Provide quarterly monitoring Rio Vista - 8 total			2	16	64	64	32						178	\$31,882.24	
	Provide quarterly monitoring Enterprise - 8 total			2	16	64	64	32						178	\$31,882.24	
	Provide quarterly reporting				32									32	\$4,747.20	
Subtotals (Hours) =			N/A	6	76	128	128	64						402	\$70,663.56	
Subtotals (Costs) =				\$1,115.04	\$11,274.60	\$25,735.68	\$26,004.48	\$6,533.76						402	\$70,663.56	
Totals (Summary) =														450	\$78,794.48	
Total (Hours) =			N/A	10	104	136	136	64						450		
Total (Costs) =				\$1,858.40	\$15,428.40	\$27,344.16	\$27,629.76	\$6,533.76							\$78,894.48	
Percentage of Total (Hours) =			N/A	2%	23%	30%		14%						70%		
Percentage of Total (Costs) =				2%	20%	35%		8%							65%	

# Work Order Estimate Summary

Att. A, AI 15, 09/16/2021

Consultant/ Subconsultant: **TRUE**

Contract No: **G1948.0-17**

Task Order No. **WOA1948-AE-67**

Work Order Title: **Enterprise and Rio Vista Wall Survey**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Printing	100	\$1.00	100	\$100.00								
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = **\$100.00**    Subtotal =    Subtotal =    Subtotal =    Subtotal =

## TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Printing													100	\$100.00
2															
3															
4															
5															
6															
7															
8															
9															
10															

Subtotal =    Subtotal =    Subtotal =    Subtotal =    Subtotal =    Totals = **\$100.00**



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

## Agenda Item No. 16

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

September 16, 2021

#### SUBJECT:

MINIBUS AND AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT FIXED  
ROUTE SERVICES – CONTRACT AMENDMENT

#### RECOMMENDATION:

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

- 1) Ratify Amendments 1-3 (Attachments A-B) with First Transit, Inc. (First Transit) in the total amount of \$70,866.84; and
- 2) Approve Amendment No. 4 to MTS Doc. No. B0703.0-19 (in substantially the same format as Attachment C) to authorize the Chief Executive Officer (CEO) to purchase one set of four mobile column lifts, for a total of \$49,507.24.

#### Budget Impact

The total budget for this project is \$179,466,245.74, and the total Amendment should not exceed \$49,507.24. This project (Amendment 4 only) is funded by MTS Capital Improvement Project (CIP) 1008114001 (Copley Park Division Column Lift Replacement).

Description	Amount
Current Board Approved Amount (base)	\$179,345,871.66
Ratify Amendment 1 (Purchase Mobile Lift Set)	\$47,380.44
Ratify Amendment 2 (Covid-19 Related Impacts/Payment Structure Adjustment)	\$0.00
Ratify Amendment 3 (Pass-Through DriveCam Lease costs for Paratransit Minivans)	\$23,486.40
Approve Amendment 4 (Purchase Mobile Lift Set)	\$49,507.24
<b>New Board Approved Amount</b>	<b>\$179,466,245.74</b>



## DISCUSSION:

The original contract with First Transit was executed in April 2020 to provide ADA Paratransit services. The contract term is for a six (6) year base period with two 2-year options exercisable at MTS's sole discretion.

This service is operated by First Transit out of an MTS-owned facility, the Copley Park Division ("CPD"). MTS owns/ground leases the property and related facilities and vehicles necessary to operate this serve. First Transit is responsible for maintaining the facilities and vehicles, but not for major capital improvements or equipment purchases. The CPD facility includes three sets of mobile column lifts used to lift buses for maintenance purposes. The lifts vary in manufactured date which range from 1998, 2000, 2007, to 2008 and are beyond their useful lives.

Upon investigating options for MTS replacing the lifts, it was determined that the most cost-effective option was for First Transit to procure the lifts as part of its operations and maintenance contract, subject to reimbursement by MTS. First Transit has a national contract for shop equipment purchases which provides extremely competitive pricing. Using this method, MTS authorized the replacement of the 1998 lift set during Fiscal Year (FY) 2021, under Amendment No. 1. If approved, Amendment No. 4 would authorize First Transit to purchase this next set of mobile column lifts for use at the CPD facility, replacing the 2000 lift set.

Staff requested quotes from First Transit and other vendors for the purchase of one set of four mobile column lifts for CPD. Two (2) bids were received from Best Buy Automotive Equipment in the amount of \$51,754.80 and First Transit provided the lowest price in the amount of \$49,507.24.

Based on MTS's Independent Cost Estimate (ICE), past purchase history, and current market price, staff deemed First Transit's pricing to be fair and reasonable. The cost breakdown is as follows:

Description	Cost
ST1085 Model 4 Wireless, Battery-Powered Mobile Lifts, 74,000 lbs. capacity	\$44,113.45
CA 7.75% Sales tax	\$ 3,418.79
Subtotal:	\$47,532.24
Shipping:	\$ 1,975.00
<b>TOTAL:</b>	<b>\$49,507.24</b>

Therefore, staff recommends that MTS Board of Directors:

- 1) Ratify Amendments 1-3 (Attachments A-C) with First Transit in the total amount of \$70,866.84; and
- 2) Approve Amendment No. 4 to MTS Doc. No. B0703.0-19 (in substantially the same format as Attachment C) to authorize the CEO to purchase one set of four mobile column lifts, for a total of \$49,507.24.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Amendment No. 1 to MTS Doc. No. B0703.1-19  
B. Amendment No. 2 to MTS Doc. No. B0703.2-19  
C. Amendment No. 3 to MTS Doc. No. B0703.3-19  
D. Draft Amendment No. 4 to MTS Doc. No. B0703.4-19  
E. Bid Summary



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466

## Amendment 1

Date: August 7, 2020

MTS Doc No. B0703.1-19

### MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES

First Transit, Inc.  
Brad Thomas  
President  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

This shall serve as Amendment No. 1 to the original agreement B0703.0-19 as further described below.

#### SCOPE

MTS shall purchase an additional set of 4 wireless, Battery-Powered Mobile Shop lifts for MTS Copley Park Division (CPD) per the attached quote.

First Transit shall continue to provide Minibus and ADA Paratransit Fixed Route Services, in accordance with the terms and conditions of the original agreement, MTS Doc. No. B0703.0-19.

#### SCHEDULE

There shall be no changes to the schedule.

#### PAYMENT

This amendment shall authorize a cost increase in the amount of \$47,380.44 (inclusive of shipping and sales tax). The total value of this contract, including this amendment, shall be in the amount of \$179,393,252.10 (\$179,345,871.66 for the current base contract plus \$47,380.44 for this amendment). This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Brad Thomas, President  
First Transit, Inc.

Date:

10-22-20

Enclosure(s): Stertil-Koni Quote #2280

Cc: J. Washburn, E. Belknap, V. Lerinska, S. Elmer, C. Aquino, Procurement File



**Stertil-Koni**

200 Log Canoe Circle  
Stevensville, MD 21666  
United States

T: 410.643.9001  
F: 410.643.8901

Quote #	2280
Date	08/13/2020
Expires	11/11/2020
Contact	LaTrice Hines

**Prepared for**

First Group-San Diego, CA  
Chris Lunn  
7490 Copley Park Pl  
San Diego, CA 92111  
United States

T: 858-737-7808  
E: chris.d.lunn@firstgroup.com

**Ship to**

First Group-San Diego, CA  
Chris Lunn  
7490 Copley Park Pl  
San Diego, CA 92111  
United States

T: 858-737-7808  
E: chris.d.lunn@firstgroup.com

**National Accounts w/Terms**

Item	Qty	Price	Total
<b>ST1085 MODEL 4, WIRELESS CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS</b>	1	\$42,255.63	<b>\$42,255.63</b>
Set of 4 Wireless, Battery-Powered Mobile Lifts - 74,000 lbs. capacity, 24 V DC, control box on every column. Adj. Forks			

STERTIL-KONI (Code: ST-1085-2FWA)

Subtotal	\$42,255.63
Shipping	\$1,850.00
San Diego, CA Tax (7.75%)	\$3,274.81
<b>Total Due</b>	<b>\$47,380.44 USD</b>

**National Account Terms & Conditions**

1. Extended warranty: 3-year parts and 2 years labor, includes certified yearly inspection.
2. Setup and training included
3. Product availability and proposed delivery date provided ARO
4. Please submit PO to Stertil-Koni: orders@sterdil-koni.com and latrice@sterdil-koni.com

**Local Distributor:Southwest Lift 909.867.9820**

Please Confirm your acceptance of this quote by providing the information below.

PO #:	Name:	Signature:	Date:



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466

## Amendment 2

Date: August 26, 2020

MTS Doc No. B0703.2-19

### **MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES – COVID-19 ADJUSTMENTS**

First Transit, Inc.  
Brad Thomas  
President  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

This shall serve as Amendment No.2 to the original agreement B0703.0-19 as further described below.

#### SCOPE

The COVID-19 pandemic has significantly impacted ridership volumes under the existing agreement between MTS and First Transit. This amendment shall modify the payment structure and compensate First Transit for certain costs until the conditions caused by COVID-19 abate.

The payment structure is modified as follows:

- First Transit shall be entitled to a fixed payment of \$160,000 per month, beginning the month June 2020, which shall continue until:
  - When MTS authorizes the move to begin ridesharing, the compensation amount will reduce to \$70,000 per month as indicated in the spreadsheet (Attachment 1).
  - When MTS authorizes the use of Taxicab services to supplement ADA paratransit service, the authorized credit of Taxi to MTS will be incorporated into the calculations based on the monthly cost in the same spirit as the original contract.
  - The fixed monthly payments will continue until service levels return to 85% of the original projected revenue hours under the agreement. At such time, this supplemental agreement will terminate and payment structure will revert to the original contract terms.

First Transit shall continue to provide Minibus and ADA Paratransit Fixed Route Services, in accordance with the terms and conditions of the original agreement, MTS Doc. No. B0703.0-19.

#### SCHEDULE

There shall be no changes to the schedule.



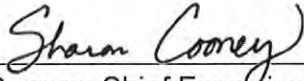


PAYMENT

The total value of this contract, including this amendment, shall remain the same and this expenditure of funds shall be within the original amount of the contract at \$179,393,252.10. This amount shall not be exceeded without prior written approval from MTS.

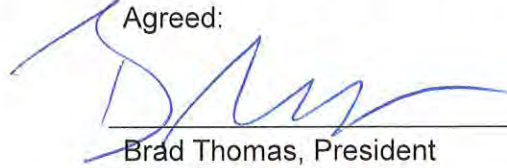
Please sign and return the copy marked *original* to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copies for your records.

Sincerely,



Sharon Cooney, Chief Executive Officer

Agreed:



Brad Thomas, President  
First Transit, Inc.

Date:

11-6-20

Enclosure(s): Attachment 1 - Cost allocation spreadsheet

Cc: M. Wygant, L. Marinesi, J. Washburn, V. Lerinska, S. Elmer, C. Aquino, Procurement File

No Rideshare Scenario		Percentage Decrease to February					63.7%	53.1%	39.3%	21.5%	-1.5%				
(enter "Rideshare" or "No Rideshare")		103.9	64.4	82.7	104.9	135.5	95.3	97.5	89.0	92.4	94.9				
RH / Operator		February	March	April	May	June (estimated)	Scenario Month #1	Scenario Month #2	Scenario Month #3	Scenario Month #4	Scenario Month #5	Feb Reduction %	Mar Reduction %	Apr Reduction %	May Reduction %
Revenue Hours		14,955.54	8,945.85	2,647.82	3,251.32	4,200.00	5,430.00	7,020.00	9,080.00	11,740.00	15,180.00				
Cost / RH		59.09	59.09	59.09	59.09	59.09	62.47	62.47	62.47	62.47	62.47				
Total Revenue		883,722.86	528,610.28	156,459.68	192,120.50	248,178.00	339,212.10	438,539.40	567,227.60	733,397.80	948,294.60				
Add: Fixed Revenue		222,211.36	222,211.36	222,211.36	222,211.36	222,211.36	284,187.09	284,187.09	284,187.09	284,187.09	284,187.09				
Add: Taxicab Admin Fee		17,319.50	6,305.75	-	-	-	-	-	-	-	-				
Add: Other Misc.		(23,441.50)	(14,240.50)	616.00	980.00	-	-	-	-	-	-				
Add: Furlough Revenue		-		49,060.98	49,000.00	52,717.89	34,041.19	25,541.79	11,651.25	78.55	-				
Grand Total Revenue		1,099,812.22	742,886.89	428,348.02	464,311.86	523,107.25	657,440.38	748,268.29	863,065.94	1,017,663.45	1,232,481.69				
Invoices		1,268,154.87	837,678.30	379,287.04	415,311.86	-	-	-	-	-	-				
Taxi Pass Through		168,342.65	94,791.41	-	-	-	-	-	-	-	-				
Difference		0.00	0.00	(0.00)	0.00	(470,389.36)	(623,399.19)	(722,726.49)	(851,414.69)	(1,017,584.89)	(1,232,481.69)				
Costs															
Active Employees Cost		731,282.15	714,450.75	314,594.99	287,607.43	287,607.43	487,642.13	585,547.15	754,408.89	896,558.28	1,073,979.75				
Furloughed Employees Cost		-	-	51,623.19	52,717.89	52,717.89	34,041.19	25,541.79	11,651.25	78.55	-				
Uniforms:		8,491.32	8,491.32	4,245.66	4,245.66	4,245.66	4,585.59	4,585.59	4,585.59	4,585.59	4,585.59		50%		50%
Office Supplies		3,707.22	3,707.22	3,707.22	3,707.22	3,707.22	-	-	-	-	-				
non-revenue vehicle fuel		4,143.65	4,143.65	4,143.65	4,143.65	4,143.65	4,475.77	4,475.77	4,475.77	4,475.77	4,475.77		0%		0%
Safety, Training and Hiring		7,226.16	7,226.16	7,226.16	7,226.16	7,226.16	2,111.06	2,111.06	2,111.06	2,111.06	2,111.06				
employee welfare		2,994.71	2,994.71	2,994.71	2,994.71	2,994.71	586.74	586.74	586.74	586.74	586.74				
data processing		1,863.58	1,863.58	1,863.58	1,863.58	1,863.58	-	-	-	-	-				
Vehicle Maintenance Costs:		59,605.18	59,605.18	29,802.59	29,802.59	29,802.59	30,031.77	36,038.13	36,038.13	42,044.48	54,057.19		50%		50%
Profit (Variable)							3,375.02	3,375.02	3,375.02	3,375.02	3,375.02				
Project General Manager:		15,346.86	15,346.86	15,346.86	15,346.86	15,346.86	16,937.49	16,937.49	16,937.49	16,937.49	16,937.49				
Assistant Project Manager:		9,218.61	9,218.61	9,218.61	9,218.61	9,218.61	11,212.80	11,212.80	11,212.80	11,212.80	11,212.80				
Manager of Operations:		11,214.88	11,214.88	11,214.88	11,214.88	11,214.88	14,066.80	14,066.80	14,066.80	14,066.80	14,066.80				
Manager of Vehicle & Facility Maintenance		8,282.95	8,282.95	8,282.95	8,282.95	8,282.95	19,798.84	19,798.84	19,798.84	19,798.84	19,798.84				
Information Technology Manager		10,151.27	10,151.27	10,151.27	10,151.27	10,151.27	8,081.81	8,081.81	8,081.81	8,081.81	8,081.81				
Safety Manager:		8,134.80	8,134.80	8,134.80	8,134.80	8,134.80	11,845.47	11,845.47	11,845.47	11,845.47	11,845.47				
Support Vehicles (Type and Number):		3,408.71	3,408.71	3,408.71	3,408.71	3,408.71	12,552.33	12,552.33	12,552.33	12,552.33	12,552.33				
Vehicle and General Liability		50,446.15	50,446.15	25,223.08	25,223.08	25,223.08	40,138.70	40,138.70	40,138.70	40,138.70	64,221.92		50%		50%
Telecommunications:		509.35	509.35	509.35	509.35	509.35	6,343.33	6,343.33	6,343.33	6,343.33	6,343.33				
Computer Hardware:		2,634.16	2,634.16	2,634.16	2,634.16	2,634.16	623.08	623.08	623.08	623.08	623.08				
Maintenance		871.64	871.64	871.64	871.64	871.64	8,176.72	8,176.72	8,176.72	8,176.72	8,176.72				
Telephone Service:		8,276.97	8,276.97	8,276.97	8,276.97	8,276.97	12,400.00	12,400.00	12,400.00	12,400.00	12,400.00				
Other (Please specify): Non-Revenue Vehicle Licer		254.68	254.68	254.68	254.68	254.68	-	-	-	-	-				
Copier Equipment		267.96	267.96	267.96	267.96	267.96	650.00	650.00	650.00	650.00	650.00				
Business License		106.11	106.11	106.11	106.11	106.11	-	-	-	-	-				
Security and Legal		128.72	128.72	128.72	128.72	128.72	-	-	-	-	-				
Utilities		6,698.23	6,698.23	6,698.23	6,698.23	6,698.23	7,700.00	7,700.00	7,700.00	7,700.00	7,700.00				
Facility Maintenance		4,456.83	4,456.83	4,456.83	4,456.83	4,456.83	750.00	750.00	750.00	750.00	750.00				
Performance Bond		659.97	659.97	659.97	659.97	659.97	-	-	-	-	-				
Management Fee/Profit Per Month:		81,142.51	20,285.63	20,285.63	20,285.63	20,285.63	4,673.64	4,673.64	4,673.64	4,673.64	14,955.65		75%	75%	75%
Office Furniture							1,265.00	1,265.00	1,265.00	1,265.00	1,265.00				
Other Facility Costs							7,625.00	7,625.00	7,625.00	7,625.00	7,625.00				
Staff Travel							333.33	400.00	433.33	533.33	666.67				
Office Supplies							2,650.00	2,650.00	2,650.00	2,650.00	2,650.00				
Alcohol / Drug Testing							1,873.33	1,873.33	1,873.33	1,873.33	1,873.33				
Employee Physicals							1,331.67	1,331.67	1,331.67	1,331.67	1,331.67				
Environmental Expenses / Permits							750.75	750.75	750.75	750.75	750.75				
Payroll Processing							2,174.25	2,174.25	2,174.25	2,174.25	2,174.25				
Administrative Training / Seminars							2,083.33	2,083.33	2,083.33	2,083.33	2,083.33				
eDVIR							4,600.00	4,600.00	4,600.00	4,600.00	4,600.00				
Technology - Drivecam and Geotab (non revenue)							1,232.00	1,232.00	1,232.00	1,232.00	1,232.00				
Corporate Overhead							14,020.92	14,020.92	14,020.92	14,020.92	14,020.92				
Taxi Admin Fee							-	-	-	-	-				
Total Costs		960,382.82	943,551.42	536,047.52	510,154.66	510,154.66	760,670.27	856,148.92	1,011,153.44	1,147,836.49	1,361,408.67				
Revenues Less Expenses (before OH/Profit)		139,429.40	(200,664.53)	(107,699.50)	(45,842.80)	12,952.59	(103,229.89)	(107,880.63)	(148,087.50)	(130,173.05)	(128,926.98)				
Additional MTS Contribution (before OH/Profit)							104,000.00	108,000.00	149,000.00	131,000.00	129,000.00				
Add back:															

Corporate Overhead	-	-	-	-	-	14,020.92	14,020.92	14,020.92	14,020.92	14,020.92
Management Fee/Profit Per Month:	81,142.51	20,285.63	20,285.63	20,285.63	20,285.63	4,673.64	4,673.64	4,673.64	4,673.64	14,955.65
Profit (Variable)	-	-	-	-	-	3,375.02	3,375.02	3,375.02	3,375.02	3,375.02
Total OH, Fees, Profit	81,142.51	20,285.63	20,285.63	20,285.63	20,285.63	22,069.59	22,069.59	22,069.59	22,069.59	32,351.60
Revenues Less Expenses	58,286.89	(220,950.16)	(127,985.12)	(66,128.43)	(7,333.04)	(125,299.48)	(129,950.22)	(170,157.09)	(152,242.63)	(161,278.58)
Additional MTS Contribution (with OH/Profit)						126,000.00	130,000.00	171,000.00	153,000.00	162,000.00
Total MTS Contribution: Furlough + Deficit			49,060.98	49,000.00	52,717.89	160,041.19	155,541.79	182,651.25	153,078.55	162,000.00
									Average of Scenarios	160,000.00

Active Employees (FTE)										
Vehicle Operators:	144	139	32	31	31	57	72	102	127	160
Vehicle Operator Trainers:	1	1	1	1	1	1	1	1	1	1
Vehicle Operator Supervisors:						-	-	-	-	-
Window Supervisors:	-	-	-	-	-	-	-	-	-	-
Road Supervisor:	8	8	8	4	4	6	7	8	8	8
Clerical:	2	2	1	1	1	1	1	2	2	2
Reservationists:	19	19	10	10	10	9	12	14	16	19
Schedulers:	4	4	3	3	3	2	3	3	4	4
Dispatchers:	6	6	5	5	5	5	6	7	8	9
Dispatch Supervisor:	1	1	1	-	-	-	-	-	-	-
Customer Service Supervisor:	1	1	1	1	1	1	1	1	1	1
No-Show Clerk (min. .5 FTE):	1	1	1	1	1	1	1	1	1	1
Data Entry Personnel:	1	1	1	1	1	1	1	1	1	1
Service Workers:	9	9	8	8	8	9	10	11	13	14
Mechanics A:	9	9	9	8	8	1	1	1	1	1
Mechanics B:	1	1	1	1	1	3	3	3	3	3
Mechanics C:	2	2	2	2	2	8	8	8	8	8
Mechanic Supervisors:						-	-	-	-	-
Other: (Parts and IT Supervisor):						-	-	-	-	-
Clerk:	1	1	1	1	1	1	1	1	1	1
Total	209	204	83	77	77	105	127	163	194	232
Active Employees (Cost)										
Vehicle Operators:	484,744.40	467,913.00	107,720.98	104,354.70	104,354.70	278,165.56	351,367.02	497,769.94	619,772.38	780,815.59
Vehicle Operator Trainers:	13,213.64	13,213.64	13,213.64	13,213.64	13,213.64	4,166.59	4,166.59	4,166.59	4,166.59	4,166.59
Vehicle Operator Supervisors:						-	-	-	-	-
Window Supervisors:	-	-	-	-	-	-	-	-	-	-
Road Supervisor:	34,514.45	34,514.45	34,514.45	18,551.52	18,551.52	28,227.00	32,931.50	37,636.01	37,636.01	37,636.01
Clerical:	7,595.22	7,595.22	3,797.61	3,797.61	3,797.61	4,397.30	4,397.30	8,794.59	8,794.59	8,794.59
Reservationists:	51,568.93	51,568.93	27,141.54	27,141.54	27,141.54	27,191.16	36,254.88	42,297.36	48,339.83	57,403.55
Schedulers:	16,198.15	16,198.15	12,148.61	12,148.61	12,148.61	7,241.61	10,862.42	10,862.42	14,483.23	14,483.23
Dispatchers:	25,922.56	25,922.56	22,034.18	22,034.18	22,034.18	20,727.03	24,872.44	29,017.84	33,163.25	37,308.66
Dispatch Supervisor:	2,368.75	2,368.75	2,368.75	-	-	-	-	-	-	-
Customer Service Supervisor:	3,445.30	3,445.30	2,411.71	2,411.71	2,411.71	4,071.08	4,071.08	4,071.08	4,071.08	4,071.08
No-Show Clerk (min. .5 FTE):	1,702.62	1,702.62	1,702.62	1,702.62	1,702.62	-	-	-	-	-
Data Entry Personnel:	1,030.78	1,030.78	1,030.78	1,030.78	1,030.78	-	-	-	-	-
Service Workers:	20,186.40	20,186.40	17,719.17	17,719.17	17,719.17	28,522.16	31,691.29	34,860.42	41,198.68	44,367.81
Mechanics A:	47,606.37	47,606.37	47,606.37	42,316.77	42,316.77	10,206.20	10,206.20	10,206.20	10,206.20	10,206.20
Mechanics B:	5,766.33	5,766.33	5,766.33	5,766.33	5,766.33	19,691.18	19,691.18	19,691.18	19,691.18	19,691.18
Mechanics C:	11,435.22	11,435.22	11,435.22	11,435.22	11,435.22	51,150.45	51,150.45	51,150.45	51,150.45	51,150.45
Mechanic Supervisors:						-	-	-	-	-
Other: (Parts and IT Supervisor):						-	-	-	-	-
Clerk:	3,983.04	3,983.04	3,983.04	3,983.04	3,983.04	3,884.81	3,884.81	3,884.81	3,884.81	3,884.81
Total	731,282.15	714,450.75	314,594.99	287,607.43	287,607.43	487,642.13	585,547.15	754,408.89	896,558.28	1,073,979.75

From Tony Mercado on 6/23/20	Feb	Mar	Apr
Vehicle Operators:	144.0	139.0	32.0
Vehicle Operator Trainers:	1.0	1.0	1.0
Vehicle Operator Supervisors:	-	-	-
Window Supervisors:	-	-	-
Road Supervisor:	8.0	8.0	8.0
Clerical:	2.0	2.0	1.0
Reservationists:	19.0	19.0	10.0
Schedulers:	4.0	4.0	3.0
Dispatchers:	6.0	6.0	5.1
Dispatch Supervisor:	0.5	0.5	0.5
Customer Service Supervisor:	1.0	1.0	0.7
No-Show Clerk (min. .5 FTE):	0.5	0.5	0.5
Data Entry Personnel:	0.5	0.5	0.5
Service Workers:	9.0	9.0	7.9
Mechanics A:	9.0	9.0	9.0
Mechanics B:	1.0	1.0	1.0
Mechanics C:	2.0	2.0	2.0
Mechanic Supervisors:			
Other: (Parts and IT Supervisor):			
Clerk:	1.0	1.0	1.0

Furloughed Employees (FTE)										
Vehicle Operators:	-	-	98	98	98	72	57	27	2	(31)
Vehicle Operator Trainers:	-	-	-	-	-	-	-	-	-	-
Vehicle Operator Supervisors:						-	-	-	-	-
Window Supervisors:	-	-	-	-	-	-	-	-	-	-
Road Supervisor:	-	-	-	4	4	2	1	-	-	-
Clerical:	-	-	-	-	-	-	-	-	-	-
Reservationists:	-	-	9	7	7	6	3	1	(1)	(4)

	Feb	Mar	Apr
Vehicle Operators:			98
Vehicle Operator Trainers:			
Vehicle Operator Supervisors:			
Window Supervisors:			
Road Supervisor:			0
Clerical:			
Reservationists:			9

Schedulers:	-	-	1	1	1	2	1	1	-	-
Dispatchers:	-	-	4	3	3	2	1	-	(1)	(2)
Dispatch Supervisor:	-	-	-	-	-	-	-	-	-	-
Customer Service Supervisor:	-	-	-	-	-	-	-	-	-	-
No-Show Clerk (min. .5 FTE):	-	-	-	-	-	-	-	-	-	-
Data Entry Personnel:	-	-	-	-	-	-	-	-	-	-
Service Workers:	-	-	-	-	-	-	-	-	-	-
Mechanics A:	-	-	-	-	-	-	-	-	-	-
Mechanics B:	-	-	-	-	-	-	-	-	-	-
Mechanics C:	-	-	-	-	-	-	-	-	-	-
Mechanic Supervisors:						-	-	-	-	-
Other: (Parts and IT Supervisor):						-	-	-	-	-
Clerk:	-	-	-	-	-	-	-	-	-	-
Total	-	-	112	113	113	84	63	29	-	(37)
Furloughed Employees (Cost)										
Vehicle Operators:	-	-	45,418.07	45,418.07	45,418.07	29,215.54	23,128.97	10,955.83	811.54	(12,578.91)
Vehicle Operator Trainers:	-	-	-	-	-	-	-	-	-	-
Vehicle Operator Supervisors:										
Window Supervisors:	-	-	-	-	-	-	-	-	-	-
Road Supervisor:	-	-	-	2,416.22	2,416.22	1,337.00	668.50	-	-	-
Clerical:	-	-	-	-	-	-	-	-	-	-
Reservationists:	-	-	3,132.03	2,436.02	2,436.02	1,895.52	947.76	315.92	(315.92)	(1,263.68)
Schedulers:	-	-	571.05	571.05	571.05	759.00	379.50	379.50	-	-
Dispatchers:	-	-	2,502.04	1,876.53	1,876.53	834.14	417.07	-	(417.07)	(834.14)
Dispatch Supervisor:	-	-	-	-	-	-	-	-	-	-
Customer Service Supervisor:	-	-	-	-	-	-	-	-	-	-
No-Show Clerk (min. .5 FTE):	-	-	-	-	-	-	-	-	-	-
Data Entry Personnel:	-	-	-	-	-	-	-	-	-	-
Service Workers:	-	-	-	-	-	-	-	-	-	-
Mechanics A:	-	-	-	-	-	-	-	-	-	-
Mechanics B:	-	-	-	-	-	-	-	-	-	-
Mechanics C:	-	-	-	-	-	-	-	-	-	-
Mechanic Supervisors:						-	-	-	-	-
Other: (Parts and IT Supervisor):						-	-	-	-	-
Clerk:	-	-	-	-	-	-	-	-	-	-
Total	-	-	51,623.19	52,717.89	52,717.89	34,041.19	25,541.79	11,651.25	78.55	(14,676.73)

Schedulers:			1
Dispatchers:			4
Dispatch Supervisor:			
Customer Service Supervisor:			
No-Show Clerk (min. .5 FTE):			
Data Entry Personnel:			
Service Workers:			
Mechanics A:			
Mechanics B:			
Mechanics C:			
Mechanic Supervisors:			
Other: (Parts and IT Supervisor):			
Clerk:			

Jun Reduction %	Scenario #1 Reduction	Scenario #2 Reduction	Scenario #3 Reduction	Scenario #4 Reduction	Scenario #5 Reduction	
50%						No change from our proposal
0%	0%	0%	0%	0%	0%	FT Proposal
50%	50%	40%	40%	30%	10%	FT Proposal
	75%	75%	75%	75%	75%	MTS Proposal
50%	50%	50%	50%	50%	20%	MTS Proposal
75%	75%	75%	75%	75%	20%	No change
	50%	40%	35%	20%	0%	FT Proposal
	75%	75%	75%	75%	75%	MTS Proposal
	100%	100%	100%	100%	100%	FT Proposal

No Rideshare							
May	Jun	Scenario Month #1	Scenario Month #2	Scenario Month #3	Scenario Month #4	Scenario Month #5	Scenario Month #6
31.0	31.0	57.0	72.0	102.0	127.0	160.0	190.0
1.0	1.0	0.7	0.7	0.7	0.7	0.7	0.7
-	-						
4.3	4.3	6.0	7.0	8.0	8.0	8.0	8.0
1.0	1.0	1.0	1.0	2.0	2.0	2.0	3.0
10.0	10.0	9.0	12.0	14.0	16.0	19.0	22.0
3.0	3.0	2.0	3.0	3.0	4.0	4.0	4.0
5.1	5.1	5.0	6.0	7.0	8.0	9.0	10.0
-	-	-	-	-	-	-	-
0.7	0.7	1.0	1.0	1.0	1.0	1.0	1.0
0.5	0.5	0.5	0.5	0.5	0.5	0.5	1.0
0.5	0.5	0.5	0.5	0.5	0.5	0.5	1.0
7.9	7.9	9.0	10.0	11.0	13.0	14.0	15.0
8.0	8.0	1.4	1.4	1.4	1.4	1.4	1.4
1.0	1.0	2.9	2.9	2.9	2.9	2.9	2.9
2.0	2.0	7.9	7.9	7.9	7.9	7.9	7.9
		-	-	-	-	-	-
		-	-	-	-	-	-
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

Per New Contract  
152.30  
0.70  
  
7.20  
4.70  
22.00  
4.00  
9.40  
0.70  
0.70  
  
13.00  
1.40  
2.90  
7.90  
-  
1.40  
0.70

No Rideshare					
57.0	72.0	102.0	127.0	160.0	190.0
0.7	0.7	0.7	0.7	0.7	0.7
6.0	7.0	8.0	8.0	8.0	8.0
1.0	1.0	2.0	2.0	2.0	3.0
9.0	12.0	14.0	16.0	19.0	22.0
2.0	3.0	3.0	4.0	4.0	4.0
5.0	6.0	7.0	8.0	9.0	10.0
-	-	-	-	-	-
1.0	1.0	1.0	1.0	1.0	1.0
0.5	0.5	0.5	0.5	0.5	1.0
0.5	0.5	0.5	0.5	0.5	1.0
9.0	10.0	11.0	13.0	14.0	15.0
1.4	1.4	1.4	1.4	1.4	1.4
2.9	2.9	2.9	2.9	2.9	2.9
7.9	7.9	7.9	7.9	7.9	7.9
-	-	-	-	-	-
-	-	-	-	-	-
1.0	1.0	1.0	1.0	1.0	1.0

Regular Service					
47.0	61.0	78.0	102.0	131.0	159.0
0.7	0.7	0.7	0.7	0.7	0.7
6.0	7.0	8.0	8.0	8.0	8.0
1.0	1.0	2.0	2.0	2.0	3.0
9.0	12.0	14.0	16.0	19.0	22.0
2.0	3.0	3.0	4.0	4.0	4.0
5.0	6.0	7.0	8.0	9.0	10.0
-	-	-	-	-	-
1.0	1.0	1.0	1.0	1.0	1.0
0.5	0.5	0.5	0.5	0.5	1.0
0.5	0.5	0.5	0.5	0.5	1.0
9.0	10.0	11.0	13.0	14.0	15.0
1.4	1.4	1.4	1.4	1.4	1.4
2.9	2.9	2.9	2.9	2.9	2.9
7.9	7.9	7.9	7.9	7.9	7.9
-	-	-	-	-	-
-	-	-	-	-	-
1.0	1.0	1.0	1.0	1.0	1.0

Carry over from May							
May	Jun	Scenario Month #1	Scenario Month #2	Scenario Month #3	Scenario Month #4	Scenario Month #5	Scenario Month #6
98	98	72.0	57.0	27.0	2.0	(31.0)	(61.0)
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
4	4	2.0	1.0	-	-	-	-
		-	-	-	-	-	-
7	7	6.0	3.0	1.0	(1.0)	(4.0)	(7.0)

[illegible]

### No Rideshare

[illegible]

## Regular Service

[illegible]



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466

## Amendment 3

Date: June 15, 2021

MTS Doc No. B0703.3-19

### **MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES – DRIVECAM SYSTEM FOR 14 MINIVANS**

First Transit, Inc.  
Brad Thomas  
President  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

This shall serve as Amendment No. 3 to the original agreement B0703.0-19 as further described below.

#### SCOPE

This amendment shall authorize First Transit to provide Lytx DriveCam system (SF-300) to MTS's 14 new Paratransit Minivans. Monthly lease cost shall include the hardware, installation, maintenance and service for these vehicles.

First Transit shall continue to provide Minibus and ADA Paratransit Fixed Route Services, in accordance with the terms and conditions of the original agreement, MTS Doc. No. B0703.0-19.

#### SCHEDULE

DriveCam lease term for the 14 Paratransit Minivans shall be effective for four (4) years beginning approximately September 1, 2021 through August 31, 2025.

There shall be no changes to the contract schedule.

#### PAYMENT

This amendment shall authorize a cost increase of \$23,486.40 as shown below.

Lease cost per vehicle	Quantity	Total Monthly Cost	Total Annual Cost	Grand Total (4 Years)
\$34.95	14	\$489.30	\$5,871.60	<b>\$23,486.40</b>

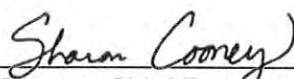
The total value of this contract, including this amendment, shall be in the amount of **\$179,416,738.50** (\$179,393,252.10 for the base contract plus \$23,486.40 for this amendment). This amount shall not be exceeded without prior written approval from MTS.

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

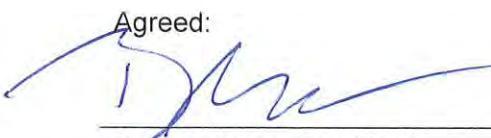




Sincerely,

  
\_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

Agreed:

  
\_\_\_\_\_  
Brad Thomas, President  
First Transit, Inc.

Date:

June 30, 2021

Enclosure(s): First Transit Quote dated June 10, 2021

Cc: M. Wygant, L. Marinesi, J. Washburn, V. Lerinska, S. Elmer, C. Aquino, Procurement File



June 10, 2021

Mr. Jay Washburn  
 Manager of Paratransit and Minibus  
 San Diego Metropolitan Transit System  
 100 16th Street  
 San Diego, CA 92101

Mr. Washburn,

Below are the costs associated with leasing the LYTX (Drive cam) SF300 units through First Transit. The pricing is fixed for a 5-year period. Should MTS decide to discontinue using the SF-300 cameras at the end of 4-years, First Transit can reallocate the cameras to another location.

Quantity	Unit	Monthly Lease	Total Monthly cost	Total 4-Year cost
<b>14</b>	<b>SF-300</b>	<b>\$34.95</b>	<b>\$489.30</b>	<b>\$23,486.40</b>

There is no other cost associated as the hardware cost is built into our monthly cost since we lease from DriveCam. The San Diego Location will install the units at no cost to MTS.

*Please Note: DriveCam is facing production issues due to the microchip shortage and delivery can take at least 2 months from the date the order is placed.*

Please let me know if you need further information,

Denny Day  
 First Transit: Technology Services Project Manager  
 Office: 513.684.8739 | 600 Vine Street, Suite 1400, Cincinnati, Ohio, 45202  
 Toll Free: 866.244.6383 | [denny.day@firstgroup.com](mailto:denny.day@firstgroup.com)  
[www.firsttransit.com](http://www.firsttransit.com)

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466

## Amendment 4

Date: September 9, 2021

MTS Doc No. B0703.4-19

### **MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES – MOBILE LIFTS**

First Transit, Inc.  
Brad Thomas  
President  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

This shall serve as Amendment No. 4 to the original agreement B0703.0-19 as further described below.

#### SCOPE

MTS shall purchase an additional set of 4 wireless, Battery-Powered Mobile Shop lifts for MTS Copley Park Division (CPD) per the attached quote.

First Transit shall continue to provide Minibus and ADA Paratransit Fixed Route Services, in accordance with the terms and conditions of the original agreement, MTS Doc. No. B0703.0-19.

#### SCHEDULE

There shall be no changes to the contract schedule.

#### PAYMENT

This amendment shall authorize a cost increase in the amount of \$49,507.24 (inclusive of shipping and CA 7.75% sales tax). The total value of this contract, including this amendment, shall be in the amount of \$179,466,245.74 (\$179,416,738.50 for the current base contract plus \$49,507.24 for this amendment). This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

---

Sharon Cooney, Chief Executive Officer

---

Brad Thomas, President  
First Transit, Inc.

Date: \_\_\_\_\_

Enclosure(s): First Transit/Stertil-Koni Quote #2280 v4 dated 7/30/21

Cc: J. Washburn, E. Belknap, E. Cheng, S. Elmer, C. Aquino, Procurement File

**Stertil-Koni**

200 Log Canoe Circle  
Stevensville, MD 21666  
United States

T: 410.643.9001  
F: 410.643.8901

Quote #	2280 v4
Date	07/29/2021
Expires	10/31/2021
Contact	LaTrice Hines

**Prepared for**

First Group-San Diego, CA  
Chris Lunn  
7490 Copley Park Pl  
San Diego, CA 92111  
United States

T: 858-737-7808  
E: chris.d.lunn@firstgroup.com

**Ship to**

First Group-San Diego, CA  
Chris Lunn  
7490 Copley Park Pl  
San Diego, CA 92111  
United States

T: 858-737-7808  
E: chris.d.lunn@firstgroup.com

**National Accounts w/Terms**

Item	Qty	Price	Total
<b>ST1085 MODEL 4, WIRELESS CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS</b>	1	\$44,113.45	<b>\$44,113.45</b>

Set of 4 Wireless, Battery-Powered Mobile Lifts - 74,000 lbs. capacity, 24 V DC, control box on every column. Adj. Forks

STERIL-KONI (Code: ST-1085-2FWA)

Please contact us if you have any questions.

Subtotal	\$44,113.45
Shipping	\$1,975.00
San Diego, CA Tax (7.75%)	\$3,418.79
<b>Total</b>	<b>\$49,507.24 USD</b>

**National Account Terms & Conditions**

1. Extended warranty: 3-year parts and 2 years labor, includes certified yearly inspection.
2. Setup and training included
3. Product availability and proposed delivery date provided ARO
4. Please submit PO to Stertil-Koni: orders@sterdil-koni.com and latrice@sterdil-koni.com

**Local Distributor: Southwest Lift & Equipment 909.867.9820**

Please Confirm your acceptance of this quote by providing the information below.

PO #:	Name:	Signature:	Date:

**BID SUMMARY****MOBILE COLUMN LIFTS (SET OF 4)**

MOBILE LIFTS		FIRST TRANSIT (STERTIL-KONI) *	Best Buy Automotive Equipment		JMC EQUIPMENT	CORPOPLUS.ORG
#	Description	Quote	Quote		Online Market Pricing	Online Market Pricing
1	Set of 4 wireless, Battery-Powered Mobile Shop lifts for MTS Copley Park Division (CPD)	\$ 42,255.63	\$ 48,032.30		\$ 53,696.00	\$ 55,751.00
2	CA 7.75% Sales Tax	\$ 3,274.81	\$ 3,722.50		\$ 4,161.44	\$ 4,320.70
3	Shipping /Delivery	\$ 1,975.00	\$ -		N/A	N/A
4	10-year Preventive Maintenance/Repair	Included - No additional cost to MTS	Not included		N/A	N/A
5	<b>TOTAL</b>	<b>\$ 47,505.44</b>	<b>\$ 51,754.80</b>		<b>\$ 57,857.44</b>	<b>\$ 60,071.70</b>

\* Lowest Bidder

Lead time = 8 weeks

Original List Price: \$77,860



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

## Agenda Item No. 17

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

September 16, 2021

#### SUBJECT:

TRAPEZE SOFTWARE LICENSE AND MAINTENANCE SUPPORT – CONTRACT  
AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2253.4-19 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. in amount of \$599,554.00 to add the renewal of Software licensing and maintenance support for a three (3) year base period with five (5) one-year options exercisable under MTS sole discretion.

#### Budget Impact

The total budget for this project shall not exceed \$599,554.00. The total amount of the contract including this amendment is \$5,123,935. This project is funded by the Information Technology (IT) Operating Budget 661010-571250.

Product	Budget Account	Budget Amount: 3 – Base Years	Budget Amount: 5 – Option Years
INFO-IVR-PASS	661010-571250	\$69,418	\$140,850
PASS-WEB	661010-571250	\$45,304	\$91,924
PASS-EZ WALLET	661010-571250	\$41,608	\$84,421
INFO-EZ WALLET	661010-571250	\$41,608	\$84,421
		<b>\$197,938</b>	<b>\$401,616</b>
		<b>Total</b>	<b>\$599,554</b>



## DISCUSSION:

MTS utilizes multiple software products made or owned by Trapeze Software Group, Inc. (Trapeze) related to Paratransit and Fixed Route operations. These products are proprietary to Trapeze and cannot be maintained or serviced by any other company or third-party vendor. The services requested are the continued service and maintenance of the software.

On June 13, 2019, the Board of Directors authorized the CEO to execute a contract with Trapeze to provide trip planning, scheduling, and route planning software for paratransit and fixed route operations. The table below show all of the amendments associated with this contract:

	Description	Board Approval Date	Dollar Amount
Initial Contract 2253.0-19	Trapeze to provide trip planning, scheduling, and route planning software for paratransit and fixed route operations	6/13/2019	\$2,908,551.00
Amendment 1	Add PASS-WEB, PASS-IVR, EZ Wallet and 1-year support service	9/12/2019	\$586,783.00
Amendment 2	ATIS-IMPORT, ATIS AGENT/WEB/IVR Trip planning software	10/10/2019	\$1,029,047.00
Amendment 3	Implementation service for PASS-CERT	N/A	\$0.00
Amendment 4	Software license renewal	Today's Board Action	\$599,554.00
Total Contract Amount			\$5,123,935

The INFO-IVR-PASS, PASS-WEB, PASS-EZ-WALLET and INFO-EZ-WALLET software suites were added in March 2020 to support MTS's Paratransit day-to-day operations, providing MTS and First Transit staff with the necessary tools to assist patrons with planning the most efficient trip on MTS's system.

The continued support and maintenance of INFO-IVR-PASS, PASS-WEB, PASS-EZ-WALLET and INFO-EZ-WALLET will ensure that the applications are up-to-date with the latest bug fixes and patches, along with access to Trapeze's Customer Support Services.

MTS staff deemed Trapeze pricing to be fair and reasonable in comparison to previous and existing Trapeze Modules. Their annual prices escalation is within five (5%) or less.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2253.4-19 (in substantially the same format as Attachment A)

with Trapeze Software Group, Inc. in the amount of \$599,554.00 to add the renewal of Software licensing and maintenance support for three (3) base year period with five (5) one-year options exercisable under MTS sole discretion.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Amendment No. 4 to MTS Doc. No. G2253.4-19



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

## Amendment 4

Effective Date: September 20, 2021

MTS Doc No.G2253.4-19

### AMENDMENT NO. 4 TO MTS DOC. NO. G2253.0-19; SOFTWARE LICENSE AND MAINTENANCE SUPPORT FOR TRAPEZE PRODUCTS

Trapeze Software Group Inc.  
Steve Sawyer, Chief Operating Officer  
5265 Rockwell Drive NE  
Cedar Rapids, Iowa 52402

This shall serve as Amendment No.4 to our agreement for Trapeze Software License and Maintenance Support as further described below.

#### SCOPE

This amendment is to add the INFO-IVR PASS, PASS WEB, PASS-EZ WALLET, INFO-EZ in the Software Maintenance Schedule as specified in Exhibit A.

#### SCHEDULE

There are no changes on the schedule of this contract.

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$197,938.00 for the base years of the aforementioned Trapeze Modules. The total value of this contract, including this amendment, shall be in the amount of \$2,514,560.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

---

Steve Sawyer, COO  
Trapeze Software Group Inc.

Date: \_\_\_\_\_

Enclosure: Exhibit A- San Diego MTS Maintenance Schedule; J.Reyes, R.DeGala, Procurement File



## EXHIBIT A

San Diego MTS - Amendment 4  
Maintenance Schedule

Product	Period	Operational Characteristics	Value	Notes
INFO IVR PASS INFO IVR PASS INFO IVR PASS INFO IVR PASS INFO IVR PASS INFO IVR PASS INFO IVR PASS INFO IVR PASS INFO IVR PASS	July 1, 2021 - June 30, 2022 July 1, 2022 - June 30, 2023 July 1, 2023 - June 30, 2024 July 1, 2024 - June 30, 2025 July 1, 2025 - June 30, 2026 July 1, 2026 - June 30, 2027 July 1, 2027 - June 30, 2028 July 1, 2028 - June 30, 2029	up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips	\$ 22,020 \$ 23,121 \$ 24,277 \$ 25,490 \$ 26,765 \$ 28,103 \$ 29,508 \$ 30,984	OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL
PASS WEB PASS WEB PASS WEB PASS WEB PASS WEB PASS WEB PASS WEB PASS WEB PASS WEB	July 1, 2021 - June 30, 2022 July 1, 2022 - June 30, 2023 July 1, 2023 - June 30, 2024 July 1, 2024 - June 30, 2025 July 1, 2025 - June 30, 2026 July 1, 2026 - June 30, 2027 July 1, 2027 - June 30, 2028 July 1, 2028 - June 30, 2029	up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips	\$ 14,371 \$ 15,090 \$ 15,844 \$ 16,637 \$ 17,468 \$ 18,342 \$ 19,259 \$ 20,222	Invoiced- TPMAG10336  OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL
PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET PASS EZ WALLET	July 1, 2021 - June 30, 2022 July 1, 2022 - June 30, 2023 July 1, 2023 - June 30, 2024 July 1, 2024 - June 30, 2025 July 1, 2025 - June 30, 2026 July 1, 2026 - June 30, 2027 July 1, 2027 - June 30, 2028 July 1, 2028 - June 30, 2029	up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips	\$ 13,199 \$ 13,858 \$ 14,551 \$ 15,279 \$ 16,043 \$ 16,845 \$ 17,687 \$ 18,572	50% Invoiced- TPMAG10334  OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL
INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET INFO EZ WALLET	July 1, 2021 - June 30, 2022 July 1, 2022 - June 30, 2023 July 1, 2023 - June 30, 2024 July 1, 2024 - June 30, 2025 July 1, 2025 - June 30, 2026 July 1, 2026 - June 30, 2027 July 1, 2027 - June 30, 2028 July 1, 2028 - June 30, 2029	up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips up to 1500 booked trips	\$ 13,199 \$ 13,858 \$ 14,551 \$ 15,279 \$ 16,043 \$ 16,845 \$ 17,687 \$ 18,572	50% Invoiced- TPMAG10335  OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL



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

## Agenda Item No. 18

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

September 16, 2021

#### SUBJECT:

AMERICANS WITH DISABILITIES ACT (ADA) BUS STOP IMPROVEMENTS PHASE 2  
– WORK ORDER

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC275-22 under Job Order Contract (JOC) to MTS Doc. No. PWG275.0-19 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABCGC), in the amount of \$107,606.85 plus a 30% contingency in the amount of \$32,282.06 for anticipated design changes for installing of ADA bus stop improvements in various locations in the southern San Diego Area, for a total of \$139,888.91.

#### Budget Impact

The total budget for this project shall not exceed \$139,888.91. Under separate MTS Doc No. L1282.-16, with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$2,098.34. This project is funded by MTS Capital Improvement Project 1006006702– ADA Bus Stop.

#### DISCUSSION:

Various bus stop locations throughout the MTS network have been identified for ADA improvements to increase the functionality of these locations for MTS Riders. This project will deliver improvements to eight (8) separate locations through the College Grove, Imperial Ave, Lomita, Otay Mesa and San Ysidro areas.

This project consists of clearing and grubbing City right of way, compacting native soil, and pouring concrete to extend city sidewalk to make the bus stop locations ADA compliant.



On April 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call JOC General Civil Construction services that primarily consists of repair, remodeling, or other repetitive work for general civil and site improvements, including earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalogue. Each contractor then includes an adjustment factor, escalating their proposed price from the catalogue price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalogue price (i.e. 1.25 adjustment factor represents 25% above the catalogue price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor's proposed adjustment factor.

Three (3) bids were received and MTS determined that ABC was the lowest responsive and responsible bidder. On June 13, 2019, the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWG275.0-19 with ABC for Civil Construction Services.

Today's proposed action would issue a work order to ABC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, equipment for the installation of concrete pads at various bus stop locations. Work is expected to be completed by November 2021.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC275-22 under Job Order Contract (JOC) to MTS Doc. No. PWG275.0-19 with ABCGC, in the amount of 139,888.91, for installing of ADA bus stop improvements in various locations in the southern San Diego Area.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft Work Order Contract MTSJOC324-06, MTS Doc No. PWG275.0-19



**JOB ORDER CONTRACT  
WORK ORDER**

PWG275.0-19  
CONTRACT NUMBER

MTSJOC275-22  
WORK ORDER NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, 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: ABC General Contractor, Inc. Address: 120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Kenneth Czuber, et President  
\_\_\_\_\_  
Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWL275.0-19), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.) and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$107,606.85

<u>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</u>	<u>ABC CONSTRUCTION CO., INC.</u>
--	-----------------------------------

By: \_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

Firm: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Karen Landers, General Counsel

Title: \_\_\_\_\_



## EXHIBIT A (Scope of Work)

San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

Date: 8/24/2021

Final Scope of Work

Job Order Contracting

To:

From:

Contract No: PWG275.0-19  
Job Order No: MTSJOC275-22  
Job Order Title: ADA Bus Stop Phase II  
Location: IAD  
100 16th St.  
San Diego, CA 92101

Brief Scope of Work: Installation of concrete pads throughout San Diego, See plans

See plans

Owner Project Manager

Date





DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
619-446-5000

CONSTRUCTION PLAN

SITE ADDRESS: SEE PLAN SHEETS

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 627197

NOTES

1. FOR INSPECTION PLEASE CALL (858) 627-3200 24 HOURS PRIOR TO STARTING ANY WORK.
2. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A R.O.W. PERMIT HAS BEEN ISSUED.
3. THIS CONSTRUCTION PLAN IS NOT VALID UNLESS A PERMIT IS ATTACHED.
4. UPON ISSUANCE OF A R.O.W. PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY A TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.
5. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
6. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE (800) 422-4133, TWO DAYS BEFORE YOU DIG.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING AND LOCATING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE WHILE MAINTAINING THE FOLLOWING CLEARANCES, UNLESS OTHERWISE SPECIFIED ON PLANS.

WATER MAIN: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION

SEWER MAIN: MAINTAIN A 10 FEET HORIZONTAL SEPARATION

STORM DRAINS: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION

MAINTAIN A 1 FOOT VERTICAL SEPARATION WHEN CROSSING MAINS AND STORM DRAINS

ANY DEVIATION FROM CLEARANCE NOTES ABOVE MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.

ANY CITY UTILITIES CROSSING PROPOSE LINES SHALL NOT BE ENCASED IN SLURRY, IF ENCOUNTERED CITY UTILITY SHALL BE SLEEVED WITH A SPLIT DUCT.
8. "PUBLIC IMPROVEMENTS SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT ISSUING AUTHORITY.
9. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS AUTHORIZED BY THE RESIDENT ENGINEER AS A FIELD CHANGE.
10. CONTRACTOR SHALL REPAIR OR REPLACE ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION, WITHIN 5 DAYS OF FINISHING WORK.
11. PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD ENGINEERING DIVISION (858) 627-3200.
12. CONTRACTOR SHALL PERFORM ONLY SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRE-CONSTRUCTION MEETING.
13. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
14. CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND SEDIMENT POLLUTION.
15. MANHOLES, VAULTS AND PULL BOX COVERS SHALL BE LABELED WITH THE "NAME OF COMPANY"AND HAVE A SLIP RESISTANT LID WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.5.
16. METHOD OF EXCAVATION: 3" DIAMETER BORING TO ACCOMMODATE 2" DIAMETER CONDUIT PIPE. NO TRENCHING SHALL BE CONDUCTED WITHIN TREE ROOT ZONES.
17. TREE PROTECTION: A PRE-CONSTRUCTION MEETING SHALL BE REQUIRED PRIOR TO ANY GROUND DISTURBANCE OR COMMENCEMENT OF WORK TO ESTABLISH TREE PROTECTION MEASURES AND STRATEGIES FOR ROOT PRUNING WITHIN THE BORING AREA. NO ROOTS 6" OR GREATER IN DIAMETER SHALL BE CUT WITHOUT CONSULTING WITH THE CITY ARBORIST-HORTICULTURIST CONTACT: SERGIO ARIAS AT (619) 527-8036 SARIAS@SANDIEGO.GOV
18. PERMIT HOLDER/OWNER SHALL COMPLY WITH PART 2 OF THE CURRENT CITY OF SAN DIEGO STORM WATER STANDARD MANUAL AND SECTION 1000 AND 1001 OF THE CITY SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE WHITE BOOK).
19. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11"x17") FOR APPROVAL PRIOR TO STARTING WORK. IT SHALL BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, DEVELOPMENT SERVICES DEPARTMENT, 101 ASH STREET, SAN DIEGO, (619) 446-5150. CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

APPROVAL (FOR CITY USE ONLY)

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND & REFERENCE STANDARDS
3	MONUMENT PRESERVATION CERTIFICATION
4	BUS STOP LOCATIONS AND JURISDICTIONS
5	TYPICAL BUS STOP IMPROVEMENT DETAILS
6	TYPICAL BUS STOP STEM/KEY WALL DETAIL AND DESIGN MATRIX
7	PLAN LOCATION 1 – CAMINO DE LA PLAZA & VIA NACIONAL E/B
8	PLAN LOCATION 2 – CAMINO DE LA PLAZA & VIA NACIONAL W/B
9	PLAN LOCATION 3 – SAN YSIDRO BLVD & COTTONWOOD RD E/B
10	PLAN LOCATION 4 – SAN YSIDRO BLVD & AVERIL RD E/B

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	AFFECTED/ADDED SHEETS	APPROVAL NO.	PROJECT NO.

SHEET 1 OF 10

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

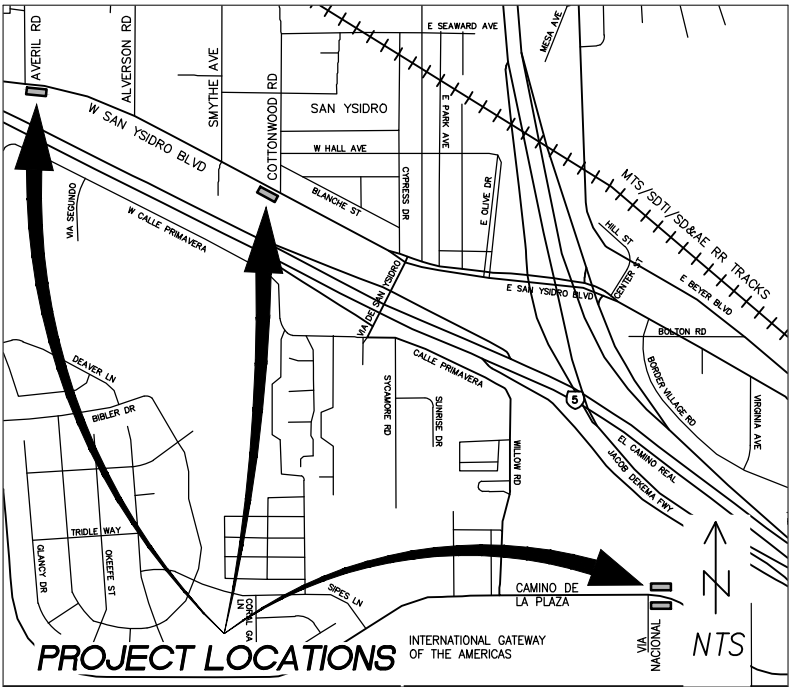
APPROVAL NO.  
SEE CONSTRUCTION PLAN



SITE ADDRESS: SEE PLAN SHEETS

DISCRETIONARY  
PROJECT NO:   
BUILDING  
PROJECT NO:   
JOIN ID NO:   
PROJECT TRACKING NO: 627197

VICINITY MAP



WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO

STANDARD SPECIFICATIONS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-01	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION
PWPI010119-02	CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), 2018 EDITION
PWPI010119-04	CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION
PWPI030119-08	CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES REVISION 4(CA MUTCD REV4), 2014 EDITION
PWPI030119-05	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD SPECIFICATIONS, 2018 EDITION

STANDARD DRAWINGS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-03	CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION
PWPI030119-06	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION

LEGEND

DESCRIPTION	STANDARD DRAWING	SYMBOL
BUS BOARDING PAD	SDG-155, SDG-156, SDG-109, G-10	
BUS BOARDING PAD W/ STEM WALL	SDG-155, SDG-156, SDG-109, G-10	
STEM WALL	SDG-155, SDG-156, SDG-109, G-10	
EXISTING BENCH		
CITY R/W		

ABBREVIATIONS

APP.....	APPLICABLE
CF.....	CURB FACE
CLR.....	CLEAR
CONC.....	CONCRETE
E/B.....	EASTBOUND
N/B.....	NORTHBOUND
No.....	NUMBER
O.C.E.W.....	ON CENTER EACH WAY
PCR.....	POINT OF CURB RETURN
PIP.....	PROTECT IN PLACE
SDRSD.....	SAN DIEGO REGIONAL STANDARD DRAWINGS
S/B.....	SOUTHBOUND
SD.....	SAN DIEGO
SHT.....	SHEET
W/B.....	WESTBOUND

APPROVED BY: DATE:

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
SEE CONSTRUCTION PLAN

MONUMENT PRESERVATION CERTIFICATION

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

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

NAME

DATE

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

I HAVE INSPECTED THE SITE AND DETERMINED THAT:

- ☒
- NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK
- ☐
- SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE
- ☐
- SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL BE FILED  
(NO CORNER RECORD OR RECORD OF SURVEY WILL BE REQUIRED)
- ☐
- OTHER AGENCY SURVEY MONUMENT (CORNER RECORD OR RECORD OF SURVEY MAY NOT BE REQUIRED).  
AGENCY HAS BEEN NOTIFIED OF POSSIBLE MONUMENT DESTRUCTION AND A LETTER PROVIDED TO CITY
- ☐
- A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND  
WITHIN THE LIMITS OF WORK HAS BEEN FILED.

CORNER RECORD # N/A OR RECORD OF SURVEY # N/A

JOEL D. RIIPINEN      PLS 7942      12-31-2021      6-25-2021

NAME      P.L.S. / R.C.E. NO. XXXXX      EXP. XX-XX-XX      DATE



POST CONSTRUCTION CORNER RECORD (AS-BUILT ITEM)

- ☐
- POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.

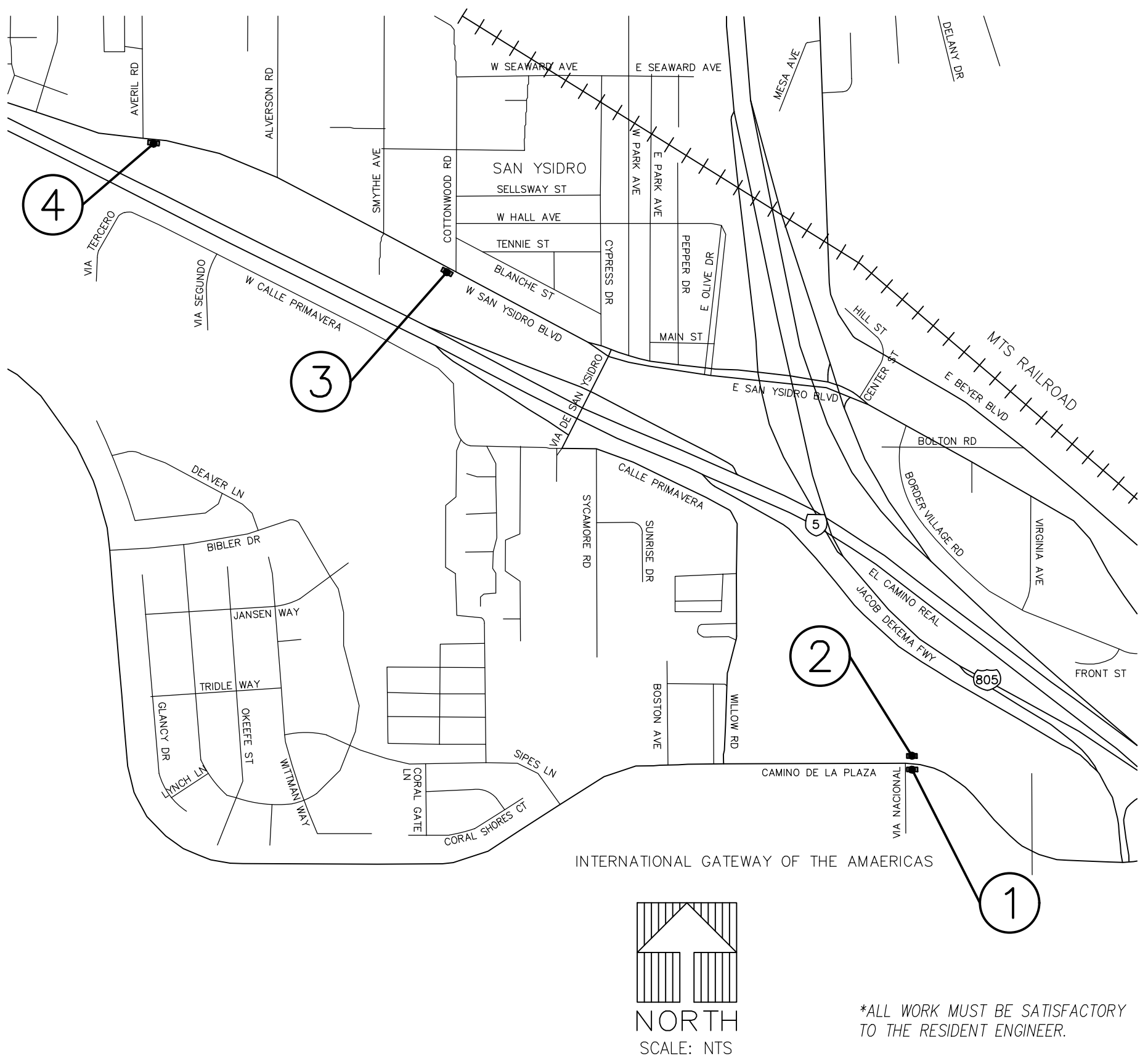
CORNER RECORD # OR RECORD OF SURVEY #

NAME      P.L.S. / R.C.E. NO. XXXXX      EXP. XX-XX-XX      DATE

APPROVED BY:

DATE:

#	STREET	CROSS STREET	JURISDICTION	ADJACENT PROPERTY
1	CAMINO DE LA PLAZA (E/B)	VIA NACIONAL	CITY SD	MCDONALDS
2	CAMINO DE LA PLAZA (W/B)	VIA NACIONAL	CITY SD	7-ELEVEN
3	W SAN YSIDRO BLVD (E/B)	COTTONWOOD RD	CITY SD	RANCHO LAS PALMAS APARTMENTS
4	W SAN YSIDRO BLVD (E/B)	AVERIL RD	CITY SD	SOUTHWESTERN COLLEGE HEC AT SAN YSIDRO



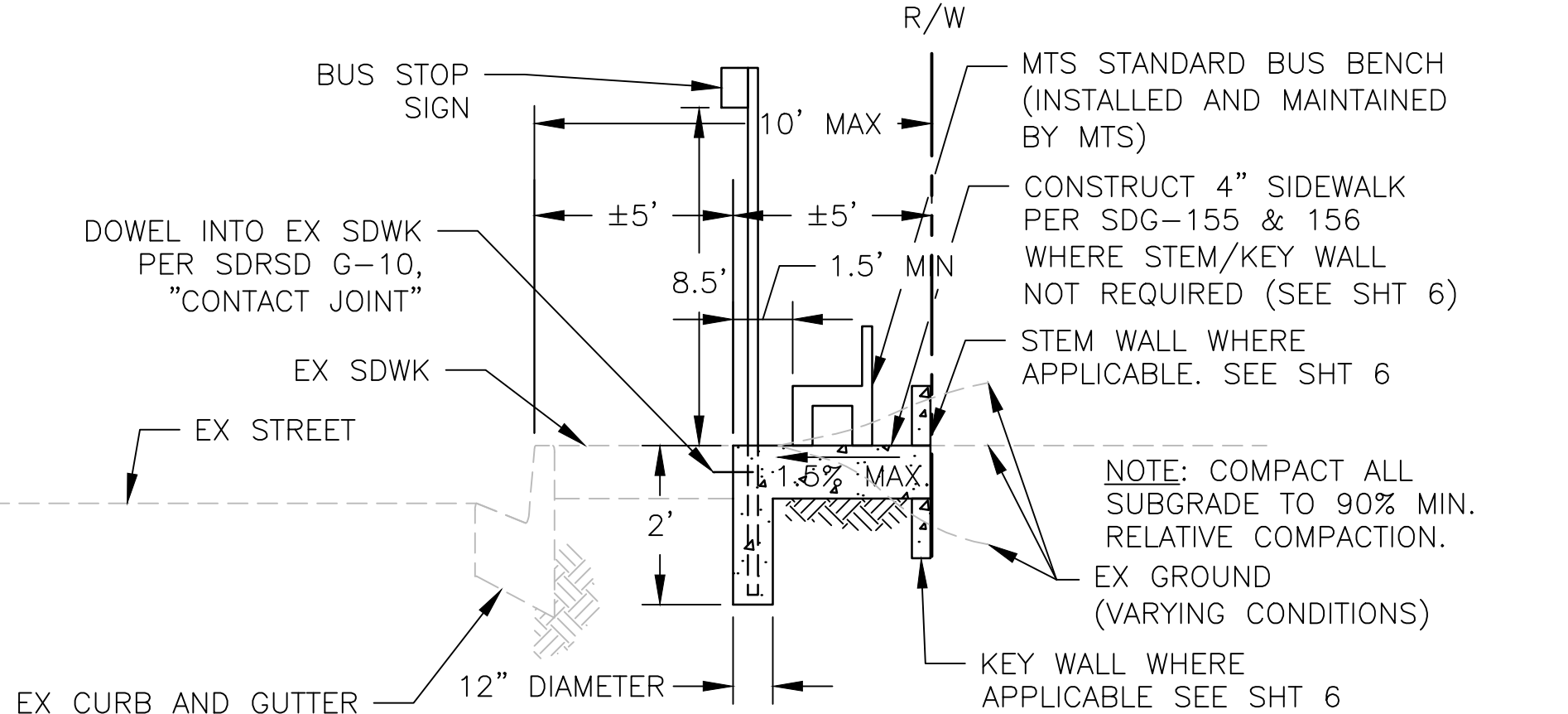
\*ALL WORK MUST BE SATISFACTORY  
TO THE RESIDENT ENGINEER.

DATE: \_\_\_\_\_

APPROVAL NO.  
SEE CONSTRUCTION PLAN

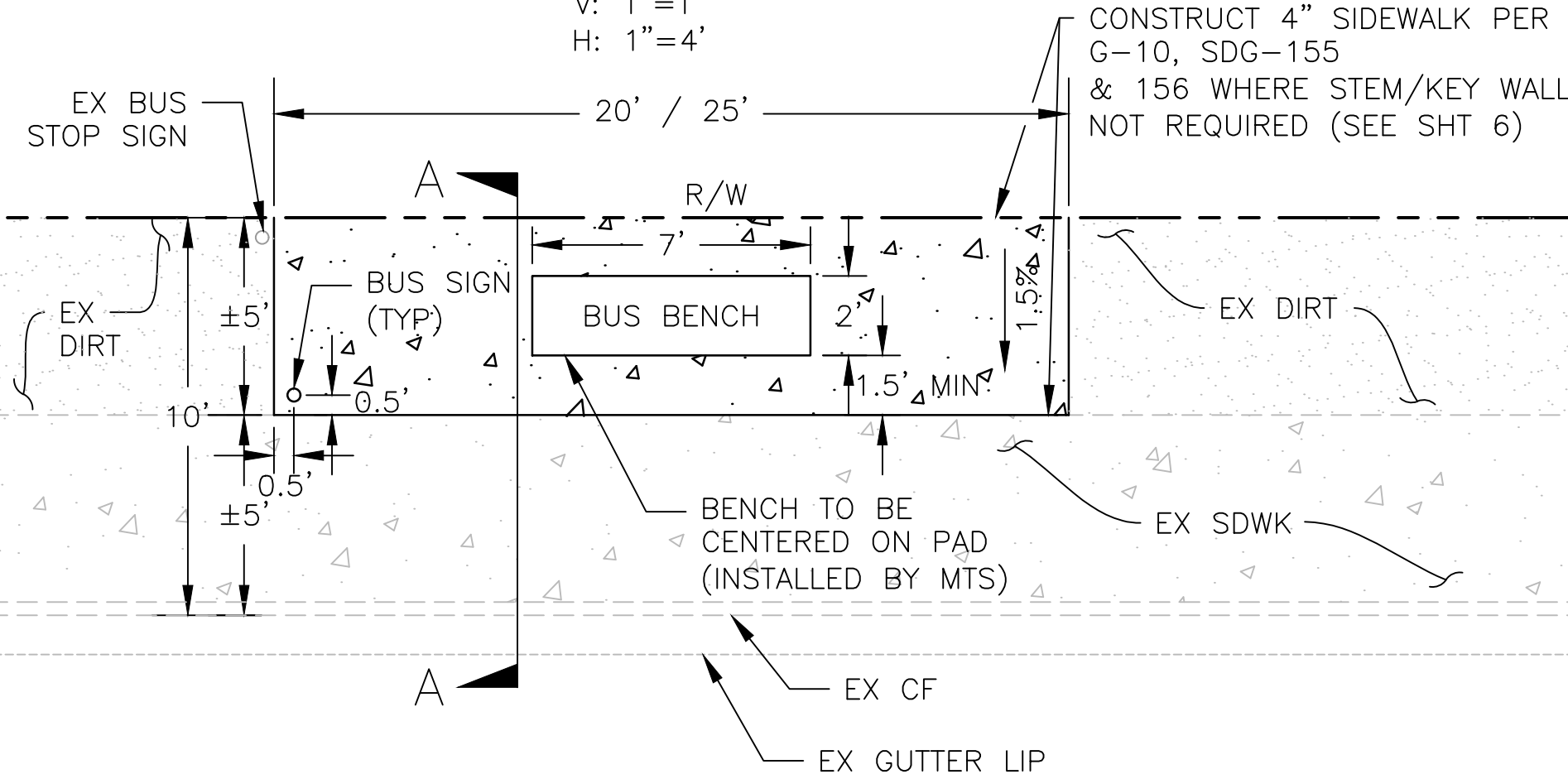
SITE ADDRESS: SEE PLAN SHEETS

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 627197



SECTION A-A

V: 1"=1'  
H: 1"=4'



TYPICAL PLAN

SCALE: 1"=4'

TYPICAL BUS STOP IMPROVEMENT DETAILS

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 5 OF 10

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

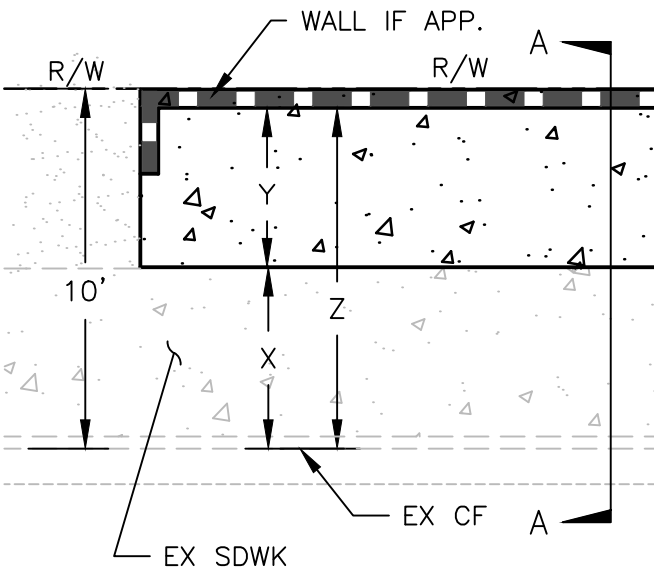
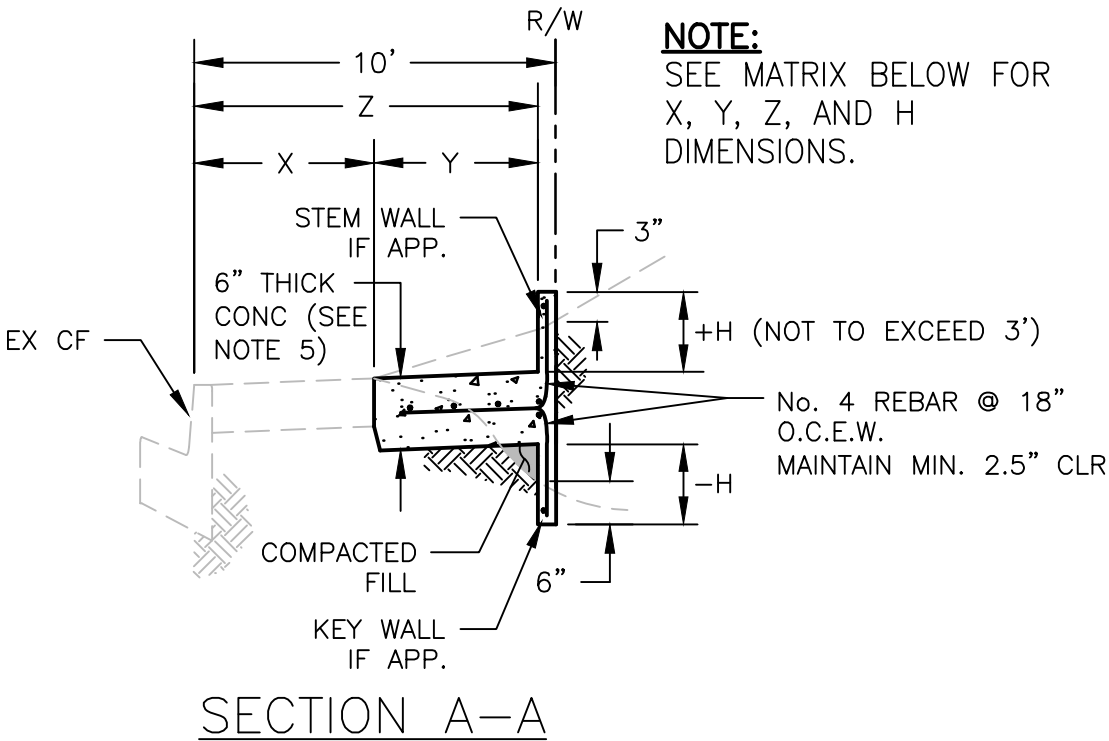
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
SEE CONSTRUCTION PLAN



SITE ADDRESS: SEE PLAN SHEETS

DISCRETIONARY  
PROJECT NO:   
BUILDING  
PROJECT NO:   
JOIN ID NO:   
PROJECT TRACKING NO: 627197



NOTES:

- POUR STEM/KEY WALL MONOLITHIC WITH BUS PAD
- INSTALL BUS PAD PER SHT 5
- STEM WALL RETURN SHALL EXTEND TO TOE OF SLOPE TAPERED TO MAINTAIN 3" CLEAR ABOVE EXISTING GROUND
- STEM/KEY WALL THICKNESS SHALL BE 6 INCHES
- 6 INCH PAD ONLY WHERE STEM/KEY WALL REQUIRED

LOCATION #	BUS STOP LOCATION (STREET AND CROSS STREET)	L	X	Y	Z	H
		NEW BUS PAD LENGTH (FT)	EXIST SDWK WIDTH (FT)	NEW BUS PAD EXTENSION (FT)	SDWK + PAD EXT. (FT)	STEM/KEY WALL HEIGHT REQUIRED (+/- FT)
	SAN YSIDRO REGION					
1	CAMINO DE LA PLAZA & VIA NACIONAL E/B	SEE SHT 7				
2	CAMINO DE LA PLAZA & VIA NACIONAL W/B	25	5.00	4.50	9.50	+1.25
3	SAN YSIDRO BLVD & COTTONWOOD RD E/B	25	5.00	5.00	10.00	--
4	SAN YSIDRO BLVD & AVERIL RD E/B	20	5.50	4.50	10.00	--

TYPICAL BUS STOP STEM/KEY WALL DETAIL  
AND DESIGN MATRIX

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 6 OF 10

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

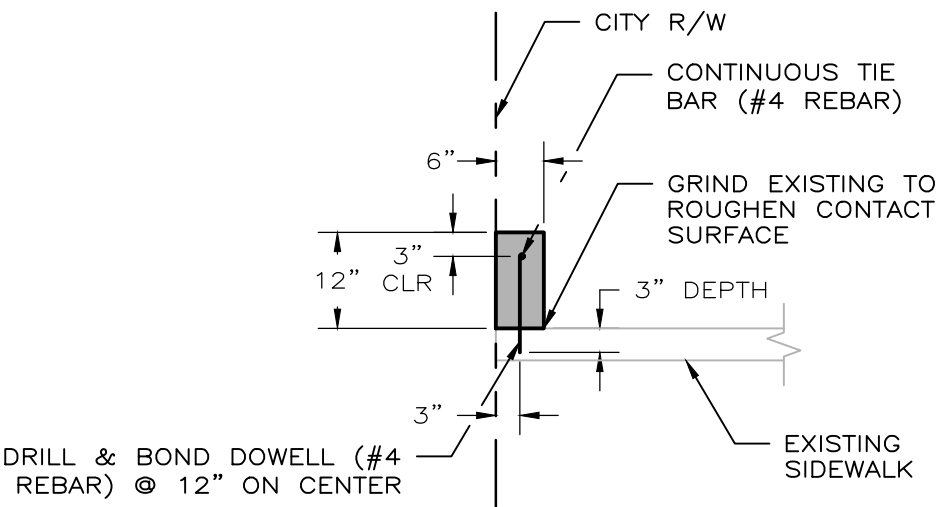
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
SEE CONSTRUCTION PLAN

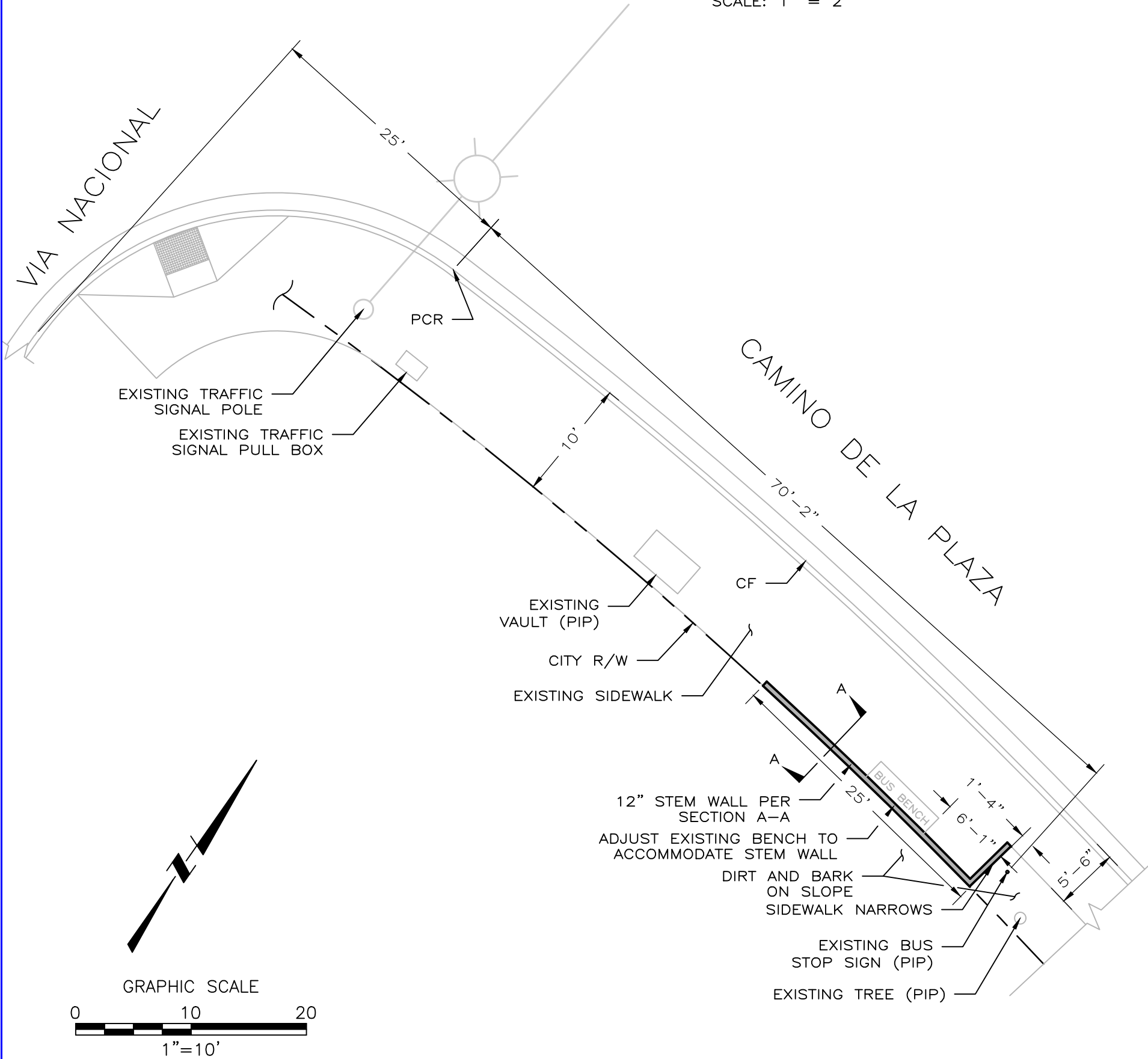
SITE ADDRESS: 4449 CAMINO DE LA PLAZA  
SAN DIEGO, CA 92173

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 627197

PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 4400  
ROW REF.: AS-BUILT DWG 31133-6-D



SECTION A-A  
SCALE: 1" = 2'



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

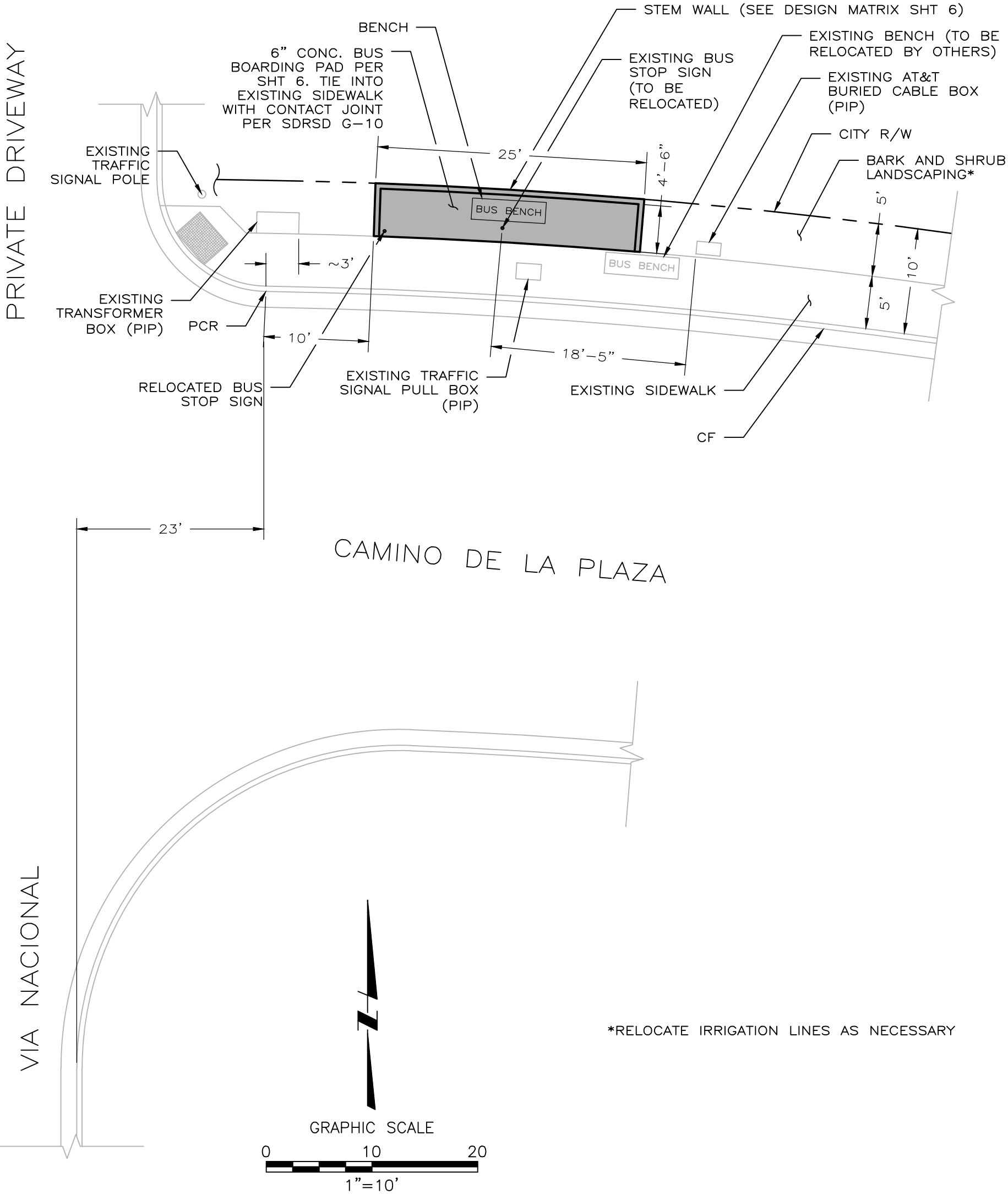
SHEET 7 OF 10

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2243750

PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 4400  
ROW REF.: AS-BUILT DWG 31133-13-D



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

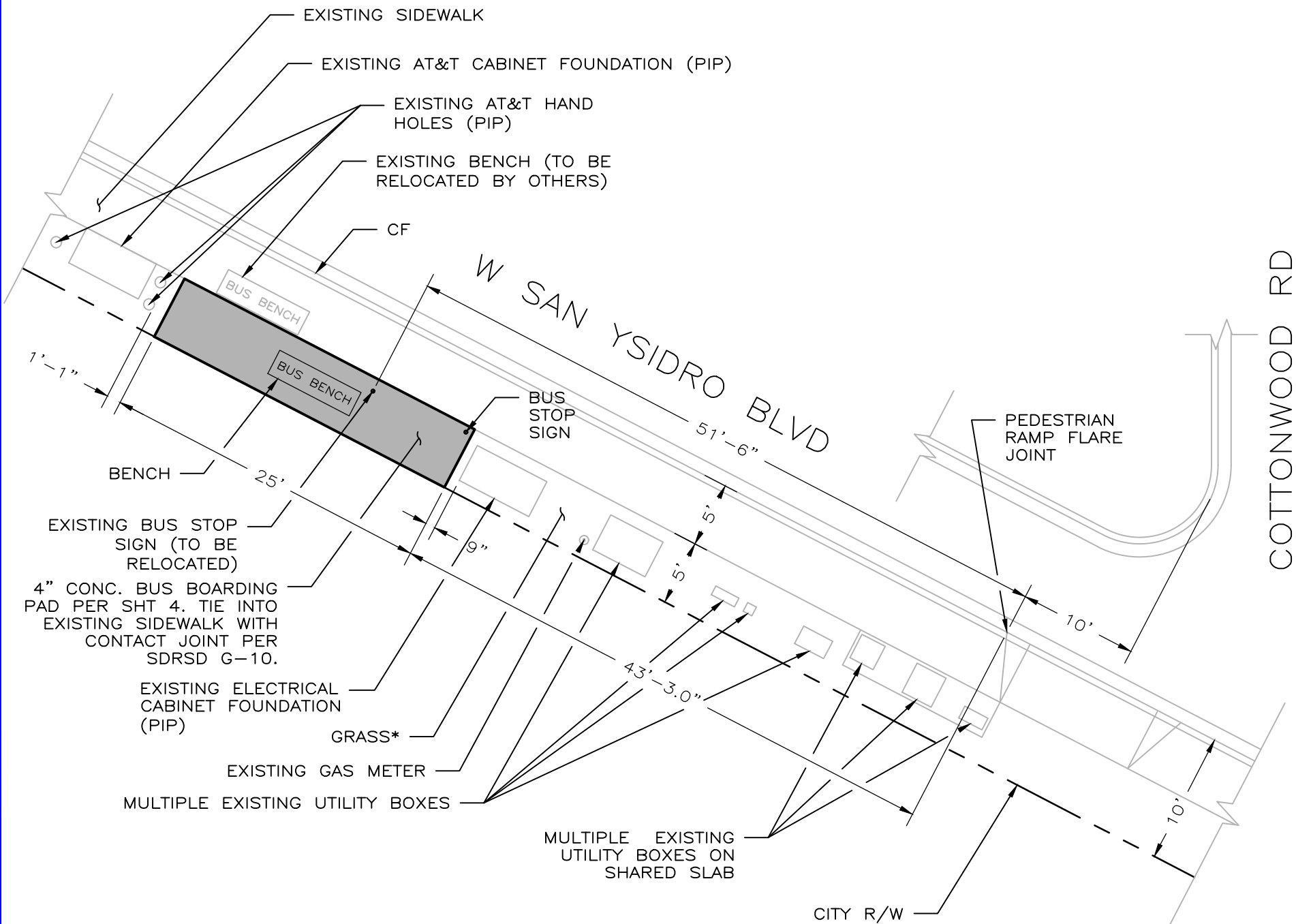
SHEET 8 OF 10

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

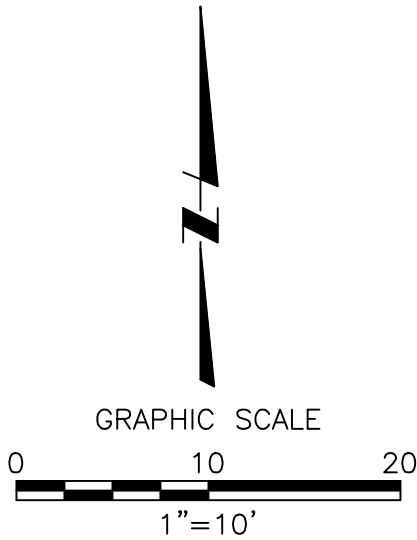
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2243751

PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 200 W  
ROW REF.: AS-BUILT DWG 15751-3-D, SANDAG  
SANGIS PARCEL LOOKUP TOOL



\*RELOCATE IRRIGATION LINES AS NECESSARY



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 9 OF 10

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

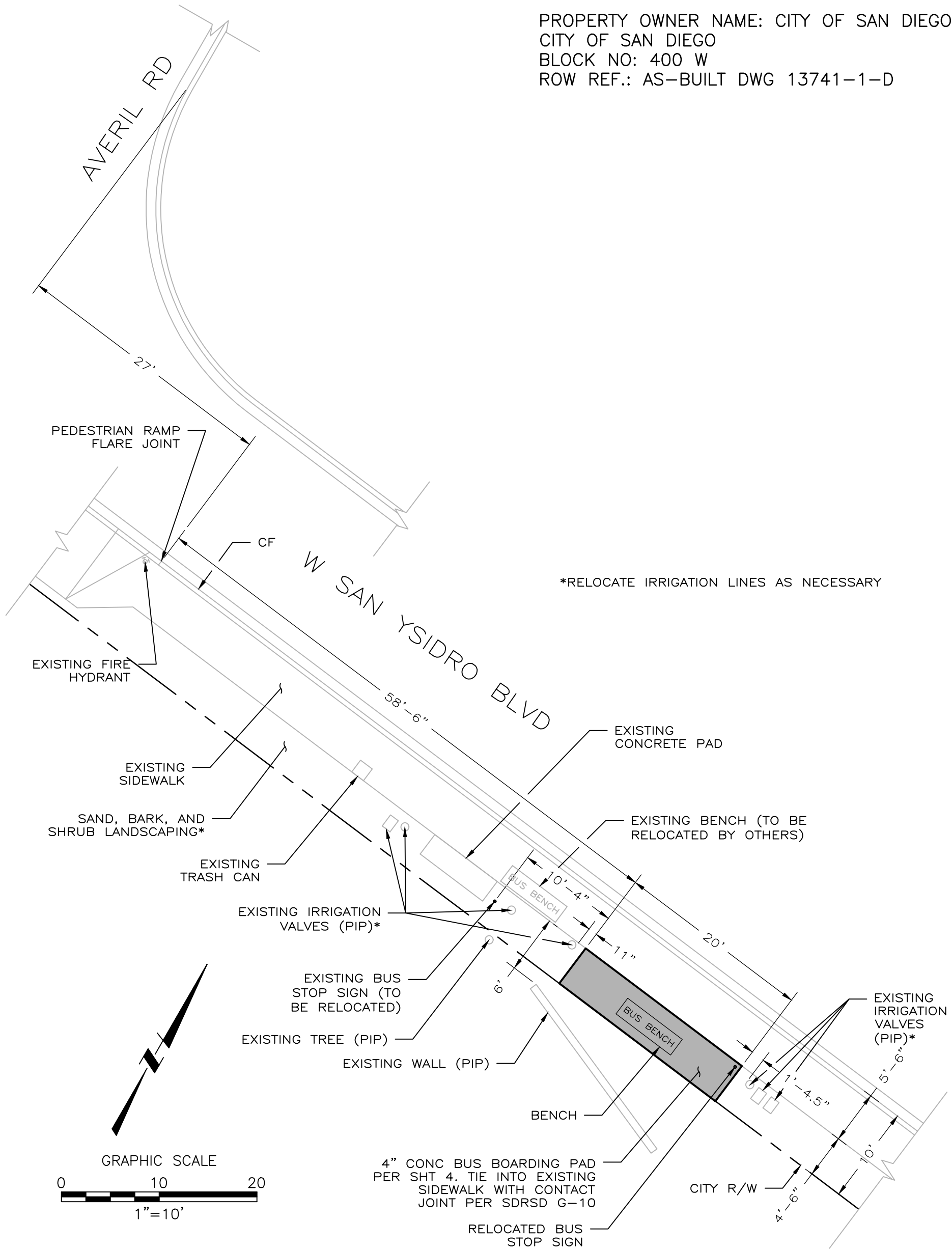
APPROVAL NO.  
2243752



SITE ADDRESS: 460 W SAN YSIDRO BLVD  
SAN DIEGO, CA 92173

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 627197

PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 400 W  
ROW REF.: AS-BUILT DWG 13741-1-D



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 10 OF 10

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2243747



DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
619-446-5000

CONSTRUCTION PLAN

SITE ADDRESS: 3485 COLLEGE AVE  
SAN DIEGO, CA 92115

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630774

NOTES

1. FOR INSPECTION PLEASE CALL (858) 627-3200 24 HOURS PRIOR TO STARTING ANY WORK.
2. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A R.O.W. PERMIT HAS BEEN ISSUED.
3. THIS CONSTRUCTION PLAN IS NOT VALID UNLESS A PERMIT IS ATTACHED.
4. UPON ISSUANCE OF A R.O.W. PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY A TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.
5. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
6. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE (800) 422-4133, TWO DAYS BEFORE YOU DIG.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING AND LOCATING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE WHILE MAINTAINING THE FOLLOWING CLEARANCES, UNLESS OTHERWISE SPECIFIED ON PLANS.

WATER MAIN: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION

SEWER MAIN: MAINTAIN A 10 FEET HORIZONTAL SEPARATION

STORM DRAINS: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION

MAINTAIN A 1 FOOT VERTICAL SEPARATION WHEN CROSSING MAINS AND STORM DRAINS

ANY DEVIATION FROM CLEARANCE NOTES ABOVE MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.

ANY CITY UTILITIES CROSSING PROPOSE LINES SHALL NOT BE ENCASED IN SLURRY, IF ENCOUNTERED CITY UTILITY SHALL BE SLEEVED WITH A SPLIT DUCT.
8. "PUBLIC IMPROVEMENTS SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT ISSUING AUTHORITY.
9. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS AUTHORIZED BY THE RESIDENT ENGINEER AS A FIELD CHANGE.
10. CONTRACTOR SHALL REPAIR OR REPLACE ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION, WITHIN 5 DAYS OF FINISHING WORK.
11. PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD ENGINEERING DIVISION (858) 627-3200.
12. CONTRACTOR SHALL PERFORM ONLY SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRE-CONSTRUCTION MEETING.
13. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
14. CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND SEDIMENT POLLUTION.
15. MANHOLES, VAULTS AND PULL BOX COVERS SHALL BE LABELED WITH THE "NAME OF COMPANY"AND HAVE A SLIP RESISTANT LID WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.5.
16. METHOD OF EXCAVATION: 3" DIAMETER BORING TO ACCOMMODATE 2" DIAMETER CONDUIT PIPE. NO TRENCHING SHALL BE CONDUCTED WITHIN TREE ROOT ZONES.
17. TREE PROTECTION: A PRE-CONSTRUCTION MEETING SHALL BE REQUIRED PRIOR TO ANY GROUND DISTURBANCE OR COMMENCEMENT OF WORK TO ESTABLISH TREE PROTECTION MEASURES AND STRATEGIES FOR ROOT PRUNING WITHIN THE BORING AREA. NO ROOTS 6" OR GREATER IN DIAMETER SHALL BE CUT WITHOUT CONSULTING WITH THE CITY ARBORIST-HORTICULTURIST CONTACT: SERGIO ARIAS AT (619) 527-8036 SARIAS@SANDIEGO.GOV
18. PERMIT HOLDER/OWNER SHALL COMPLY WITH PART 2 OF THE CURRENT CITY OF SAN DIEGO STORM WATER STANDARD MANUAL AND SECTION 1000 AND 1001 OF THE CITY SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE WHITE BOOK).
19. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11"x17") FOR APPROVAL PRIOR TO STARTING WORK. IT SHALL BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, DEVELOPMENT SERVICES DEPARTMENT, 101 ASH STREET, SAN DIEGO, (619) 446-5150. CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

APPROVAL (FOR CITY USE ONLY)

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND & REFERENCE STANDARDS
3	MONUMENT PRESERVATION CERTIFICATION
4	BUS STOP LOCATION AND JURISDICTION
5	PLAN LOCATION – COLLEGE AVE & COLLEGE GROVE DR W/B

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	AFFECTED/ADDED SHEETS	APPROVAL NO.	PROJECT NO.

SHEET 1 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

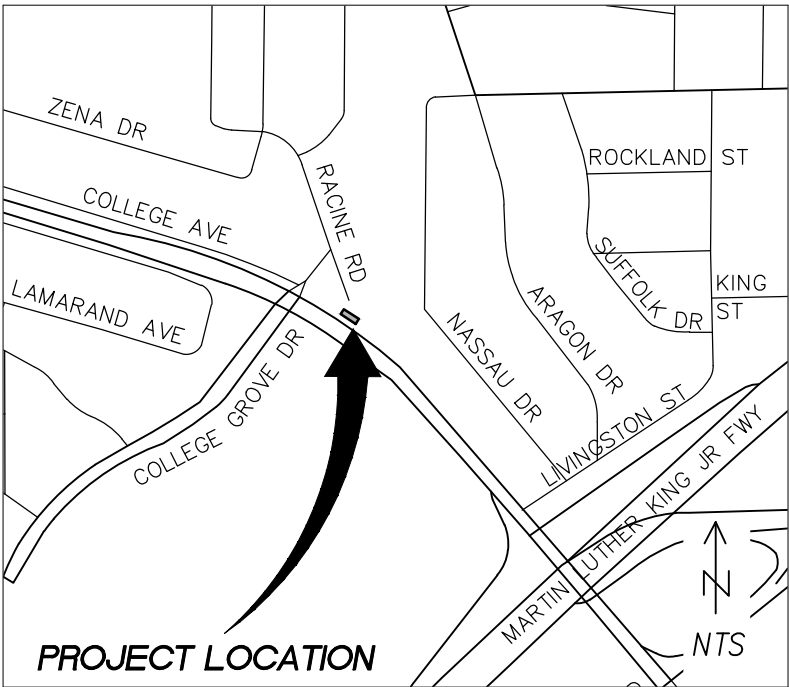
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260137

SITE ADDRESS: 3485 COLLEGE AVE  
SAN DIEGO, CA 92115

DISCRETIONARY  
PROJECT NO:   
BUILDING  
PROJECT NO:   
JOIN ID NO:   
PROJECT TRACKING NO: 630774

VICINITY MAP



WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO

STANDARD SPECIFICATIONS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-01	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION
PWPI010119-02	CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), 2018 EDITION
PWPI010119-04	CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION
PWPI030119-08	CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES REVISION 4(CA MUTCD REV4), 2014 EDITION
PWPI030119-05	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD SPECIFICATIONS, 2018 EDITION

STANDARD DRAWINGS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-03	CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION
PWPI030119-06	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION

LEGEND

DESCRIPTION	STANDARD DRAWING	SYMBOL
BUS BOARDING PAD/SIDEWALK	SDG-155, SDG-156, SDG-109, G-10	
SIDEWALK W/STEM WALL	SDG-155, SDG-156, SDG-109, G-10	
CITY R/W		

ABBREVIATIONS

APP.....APPLICABLE  
CF.....CURB FACE  
CLR.....CLEAR  
CONC.....CONCRETE  
E/B.....EASTBOUND  
N/B.....NORTHBOUND  
No.....NUMBER  
O.C.E.W.....ON CENTER EACH WAY  
PCR.....POINT OF CURB RETURN  
PIP.....PROTECT IN PLACE  
SDRSD.....SAN DIEGO REGIONAL STANDARD DRAWINGS  
S/B.....SOUTHBOUND  
SD.....SAN DIEGO  
SHT.....SHEET  
W/B.....WESTBOUND

APPROVED BY:   
DATE:

SHEET 2 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260137



SITE ADDRESS: 3485 COLLEGE AVE  
SAN DIEGO, CA 92115

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630774

MONUMENT PRESERVATION CERTIFICATION

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

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

NAME

DATE

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

I HAVE INSPECTED THE SITE AND DETERMINED THAT:

- ☒ NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK  
☐ SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE  
☐ SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL BE FILED (NO CORNER RECORD OR RECORD OF SURVEY WILL BE REQUIRED)  
☐ OTHER AGENCY SURVEY MONUMENT (CORNER RECORD OR RECORD OF SURVEY MAY NOT BE REQUIRED). AGENCY HAS BEEN NOTIFIED OF POSSIBLE MONUMENT DESTRUCTION AND A LETTER PROVIDED TO CITY  
☐ A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND WITHIN THE LIMITS OF WORK HAS BEEN FILED.

CORNER RECORD # N/A OR RECORD OF SURVEY # N/A

JOEL D. RIIPINEN	PLS 7942	12-31-2021	6-25-2021
NAME	P.L.S. / R.C.E. NO. XXXXX	EXP. XX-XX-XX	DATE



POST CONSTRUCTION CORNER RECORD (AS-BUILT ITEM)

- ☐ POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.

CORNER RECORD # OR RECORD OF SURVEY #

NAME	P.L.S. / R.C.E. NO. XXXXX	EXP. XX-XX-XX	DATE
------	---------------------------	---------------	------

APPROVED BY: DATE:

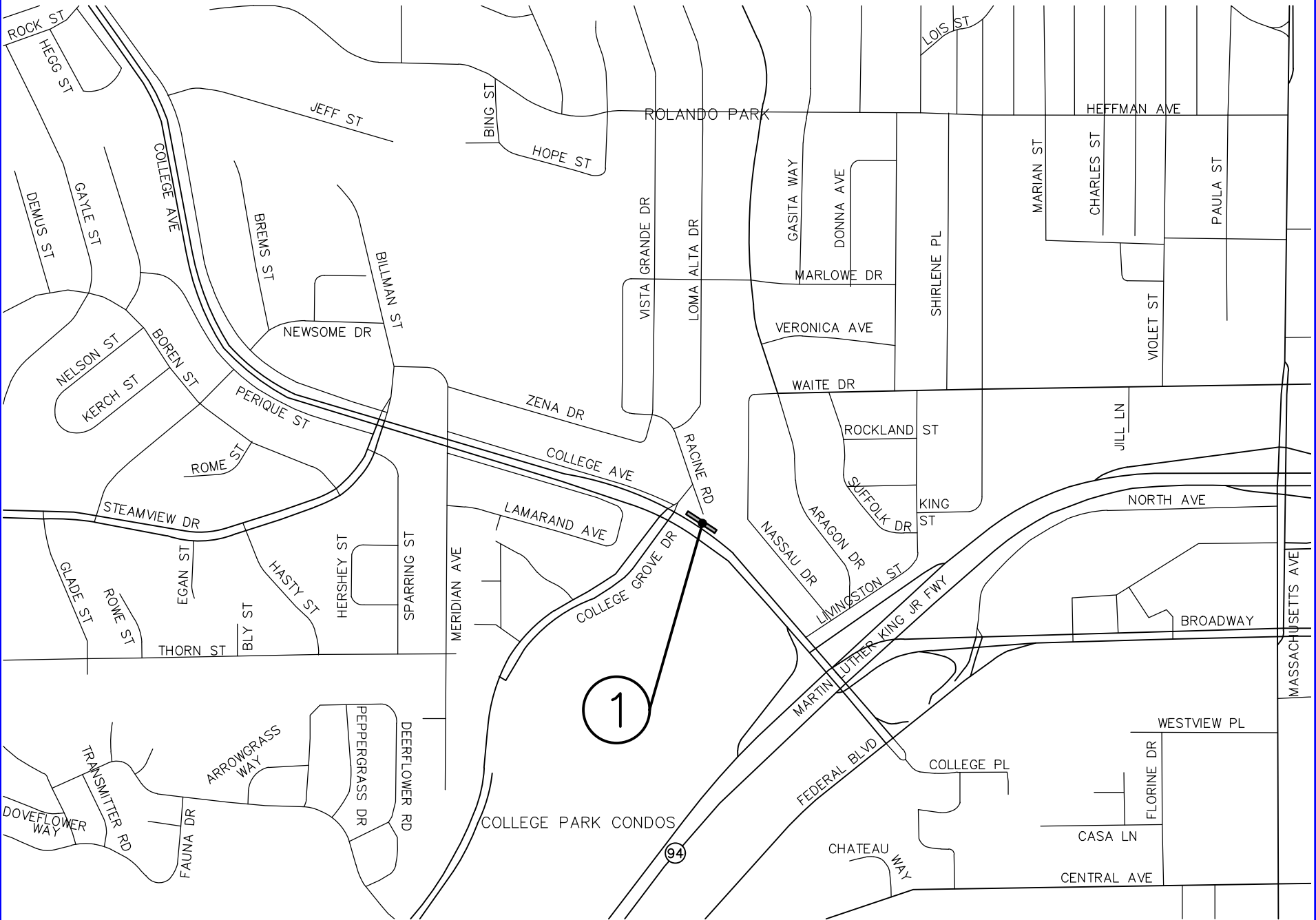
SHEET 3 OF 5

SITE ADDRESS: 3485 COLLEGE AVE  
SAN DIEGO, CA 92115

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630774

BUS STOP LOCATIONS & JURISDICTIONS

#	STREET	CROSS STREET	JURISDICTION	ADJACENT PROPERTY
1	COLLEGE AVE (W/B)	COLLEGE GROVE DR	CITY SD	CITY PROPERTY



NOTE: ALL WORK MUST BE SATISFACTORY TO THE RESIDENT ENGINEER.

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 4 OF 5

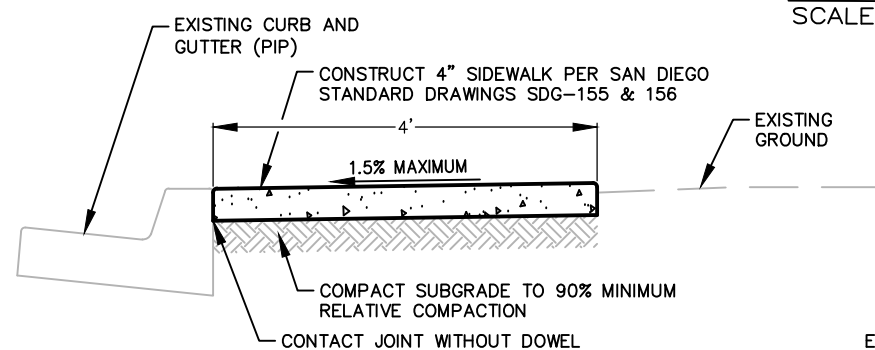
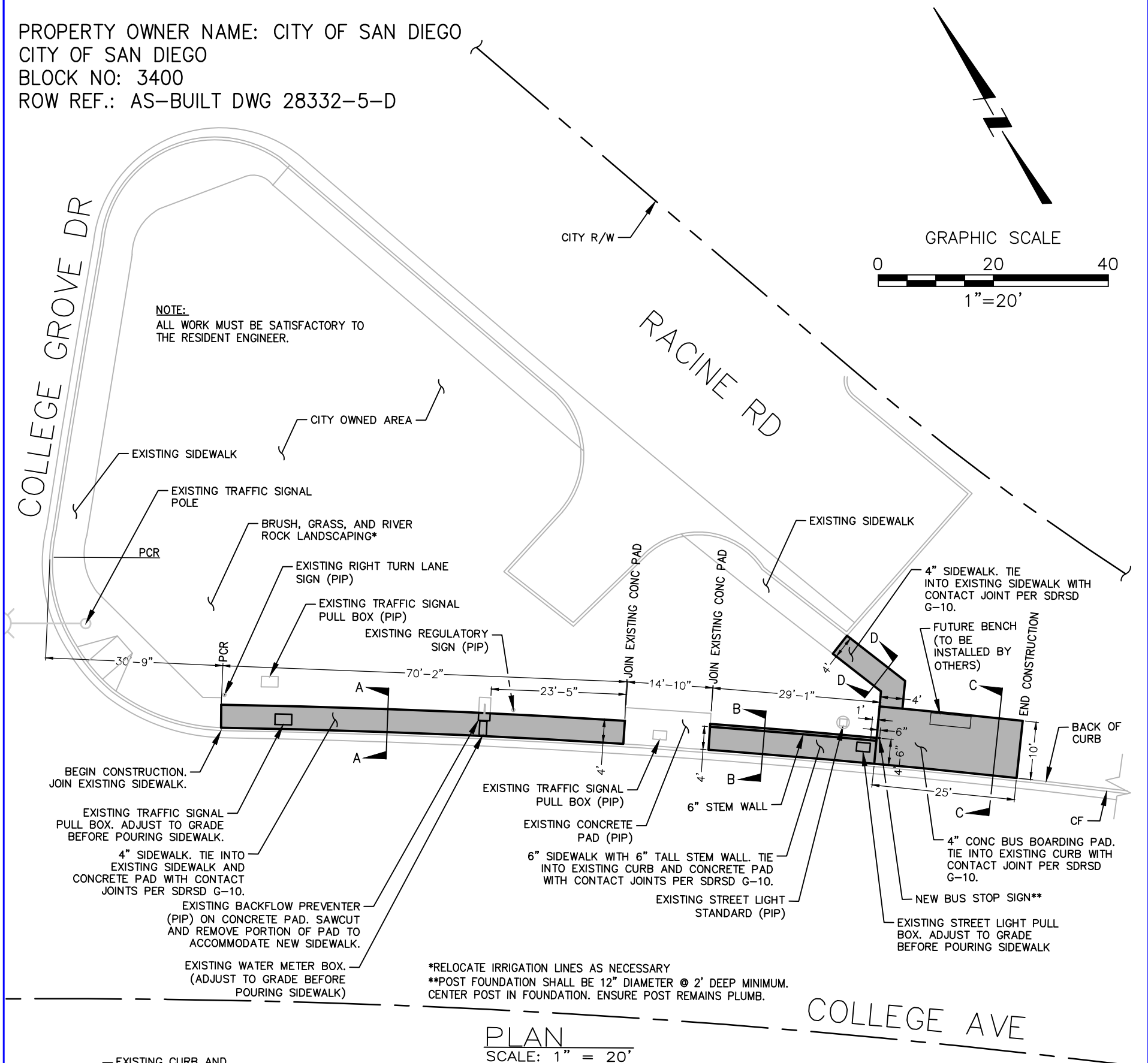
PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

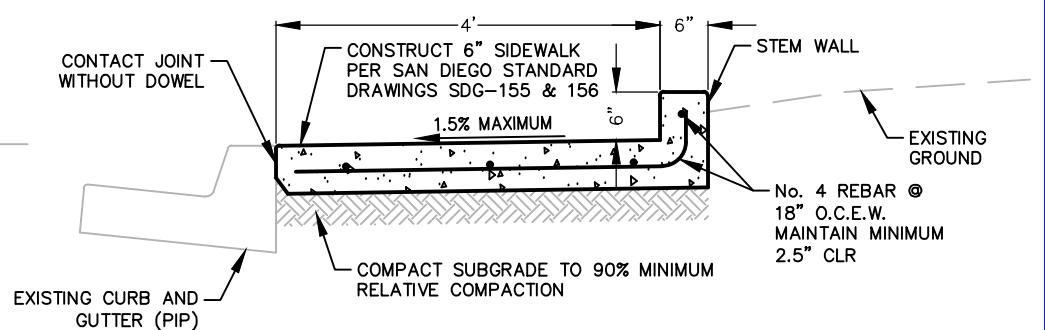
APPROVAL NO.  
2260137

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630774

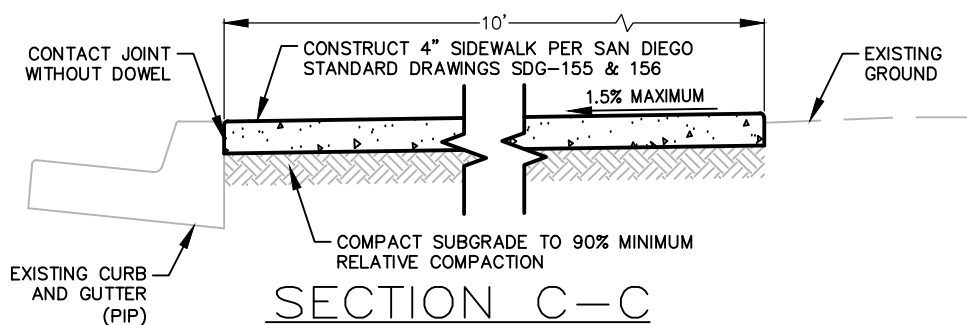
PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 3400  
ROW REF.: AS-BUILT DWG 28332-5-D



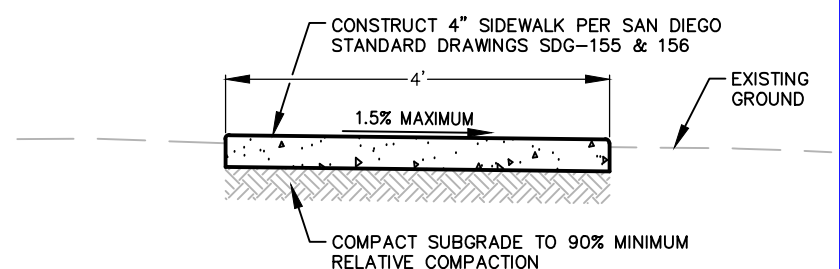
SECTION A-A  
SCALE: 1" = 2'



SECTION B-B  
SCALE: 1" = 2'



SECTION C-C  
SCALE: 1" = 2'



SECTION D-D  
SCALE: 1" = 2'

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**SHEET 5 OF 5**

PREPARED FOR: MTS  
NAME:  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260137





DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
619-446-5000

CONSTRUCTION PLAN

SITE ADDRESS: 2121 IMPERIAL AVE  
SAN DIEGO, CA 92102

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630765

NOTES

1. FOR INSPECTION PLEASE CALL (858) 627-3200 24 HOURS PRIOR TO STARTING ANY WORK.
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APPROVAL (FOR CITY USE ONLY)

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND & REFERENCE STANDARDS
3	MONUMENT PRESERVATION CERTIFICATION
4	BUS STOP LOCATION AND JURISDICTION
5	PLAN LOCATION – IMPERIAL AVE & 22ND ST E/B

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	AFFECTED/ADDED SHEETS	APPROVAL NO.	PROJECT NO.

SHEET 1 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

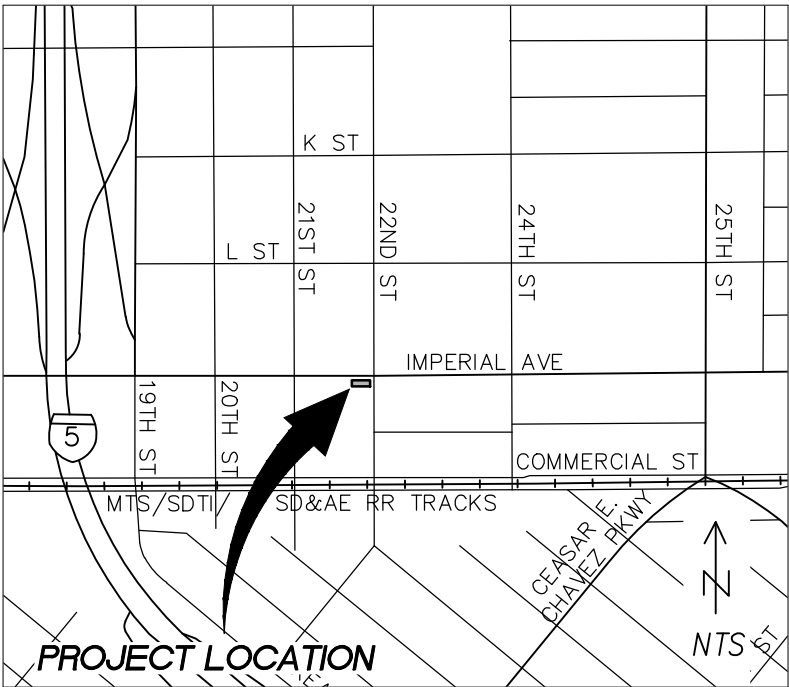
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260129

SITE ADDRESS: 2121 IMPERIAL AVE  
SAN DIEGO, CA 92102

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630765

VICINITY MAP



WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO

STANDARD SPECIFICATIONS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-01	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION
PWPI010119-02	CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), 2018 EDITION
PWPI010119-04	CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION
PWPI030119-08	CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES REVISION 4(CA MUTCD REV4), 2014 EDITION
PWPI030119-05	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD SPECIFICATIONS, 2018 EDITION

STANDARD DRAWINGS:

DOCUMENT NO.	DESCRIPTION
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PWPI030119-06	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION

LEGEND

DESCRIPTION	STANDARD DRAWING	SYMBOL
BUS BOARDING PAD	SDG-155, SDG-156, SDG-109, G-10	
EXISTING BENCH		
CITY R/W		

ABBREVIATIONS

APP.....	APPLICABLE
CF.....	CURB FACE
CLR.....	CLEAR
CONC.....	CONCRETE
E/B.....	EASTBOUND
N/B.....	NORTHBOUND
No.....	NUMBER
O.C.E.W.....	ON CENTER EACH WAY
PCR.....	POINT OF CURB RETURN
PIP.....	PROTECT IN PLACE
SDRSD.....	SAN DIEGO REGIONAL STANDARD DRAWINGS
S/B.....	SOUTHBOUND
SD.....	SAN DIEGO
SHT.....	SHEET
W/B.....	WESTBOUND

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SHEET 2 OF 5

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260129





DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
(619) 446-5000

CONSTRUCTION PLAN

SITE ADDRESS: 2121 IMPERIAL AVE  
SAN DIEGO, CA 92102

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630765

MONUMENT PRESERVATION CERTIFICATION

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

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

NAME

DATE

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

I HAVE INSPECTED THE SITE AND DETERMINED THAT:

- ☒ NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK  
☐ SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE  
☐ SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL BE FILED (NO CORNER RECORD OR RECORD OF SURVEY WILL BE REQUIRED)  
☐ OTHER AGENCY SURVEY MONUMENT (CORNER RECORD OR RECORD OF SURVEY MAY NOT BE REQUIRED). AGENCY HAS BEEN NOTIFIED OF POSSIBLE MONUMENT DESTRUCTION AND A LETTER PROVIDED TO CITY  
☐ A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND WITHIN THE LIMITS OF WORK HAS BEEN FILED.

CORNER RECORD # N/A OR RECORD OF SURVEY # N/A

JOEL D. RIIPINEN	PLS 7942	12-31-2021	6-25-2021
NAME	P.L.S. / R.C.E. NO. XXXXX	EXP. XX-XX-XX	DATE



POST CONSTRUCTION CORNER RECORD (AS-BUILT ITEM)

- ☐ POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.

CORNER RECORD # OR RECORD OF SURVEY #

NAME	P.L.S. / R.C.E. NO. XXXXX	EXP. XX-XX-XX	DATE
------	---------------------------	---------------	------

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PREPARED FOR: MTS  
NAME:  
ADDRESS/PHONE: 1255 IMPERIAL AVE 619-231-1466

PREPARED BY: JOEL RIIPINEN/AGUIRRE & ASSOCIATES  
NAME:  
ADDRESS/PHONE: 8363 CENTER DR, SUITE 5A  
LA MESA, CA 91942

APPROVAL NO.  
2260129

SITE ADDRESS: 2121 IMPERIAL AVE  
SAN DIEGO, CA 92102

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630765

BUS STOP LOCATION & JURISDICTION

#	STREET	CROSS STREET	JURISDICTION	ADJACENT PROPERTY
1	IMPERIAL AVE (E/B)	22ND ST	CITY SD	WALMART



NOTE: ALL WORK MUST BE SATISFACTORY TO THE RESIDENT ENGINEER.

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 4 OF 5

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

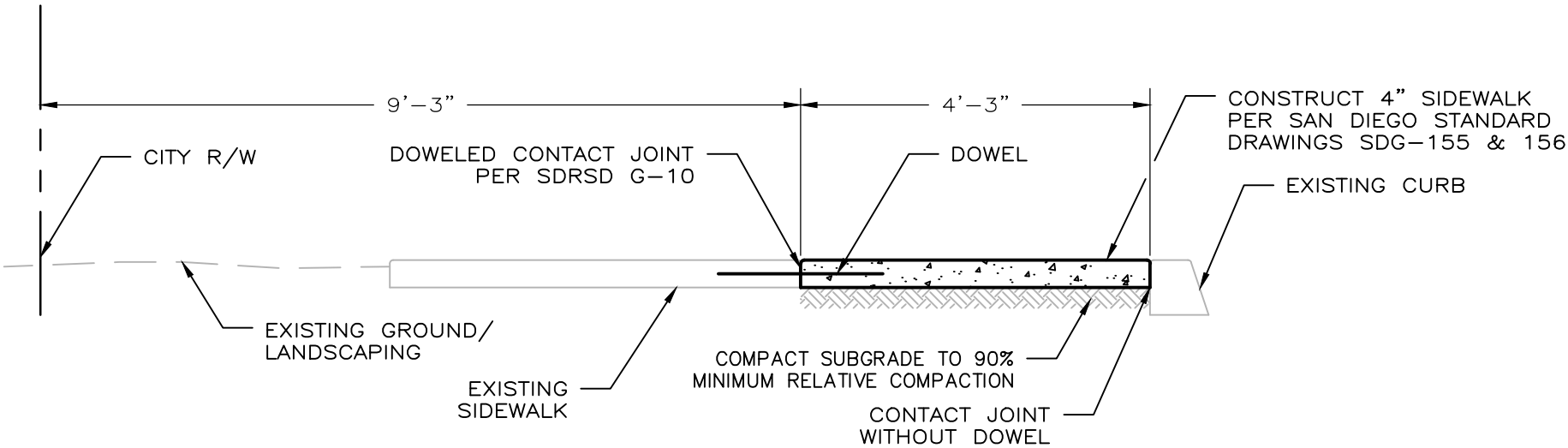
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260129

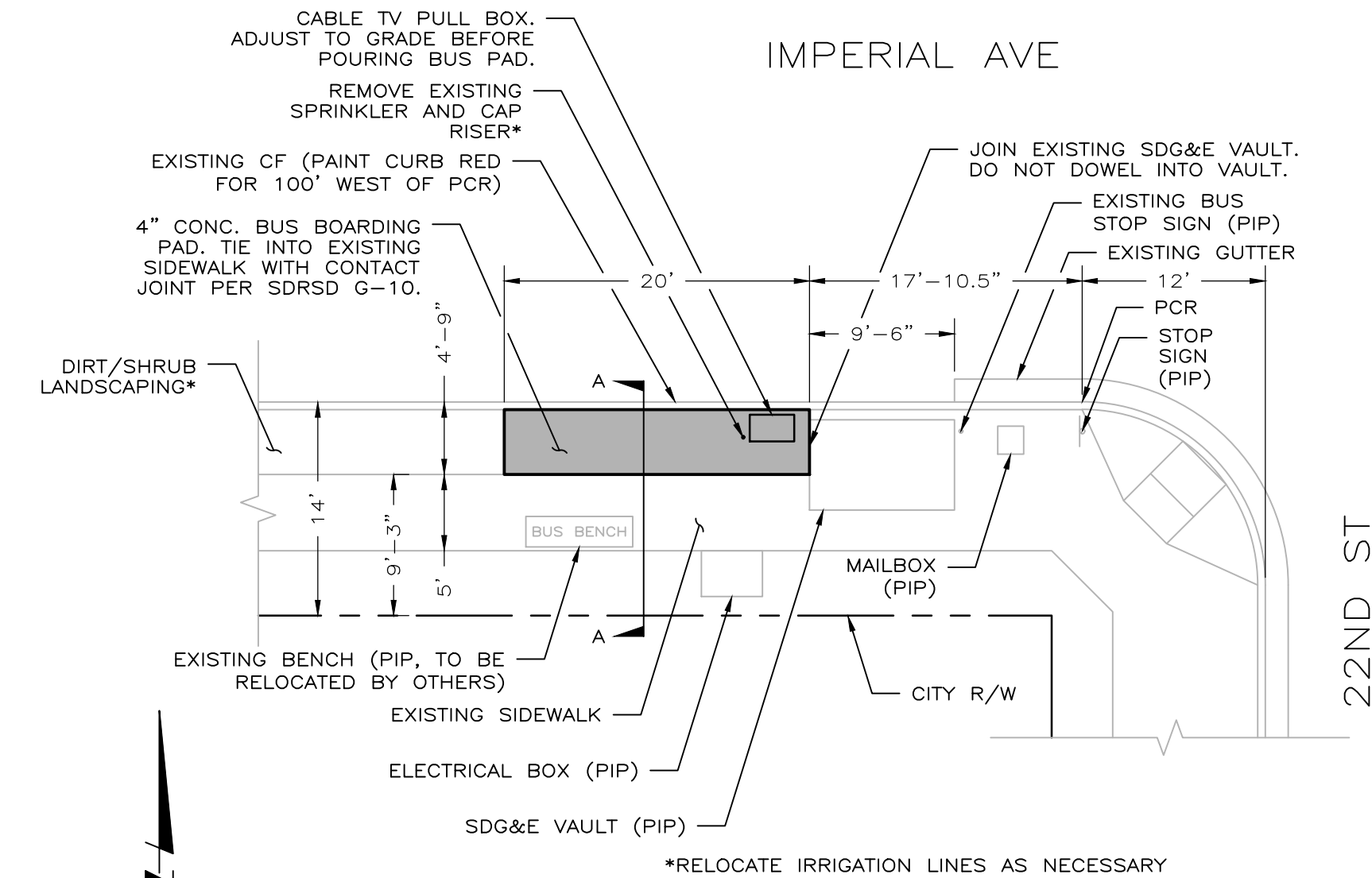
SITE ADDRESS: 2121 IMPERIAL AVE  
SAN DIEGO, CA 92102

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630765

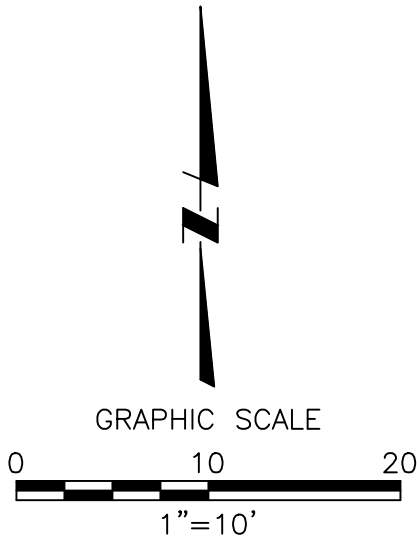
PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 2100  
ROW REF.: AS-BUILT DWG 32252-2-D



SECTION A-A  
SCALE: 1" = 2'



PLAN  
SCALE: 1" = 10'



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 5 OF 5

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260129





DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
619-446-5000

CONSTRUCTION PLAN

SITE ADDRESS: 8229 1/3 SAN VICENTE ST  
SAN DIEGO, CA 92114

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630760

NOTES

1. FOR INSPECTION PLEASE CALL (858) 627-3200 24 HOURS PRIOR TO STARTING ANY WORK.
2. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A R.O.W. PERMIT HAS BEEN ISSUED.
3. THIS CONSTRUCTION PLAN IS NOT VALID UNLESS A PERMIT IS ATTACHED.
4. UPON ISSUANCE OF A R.O.W. PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY A TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.
5. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
6. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE (800) 422-4133, TWO DAYS BEFORE YOU DIG.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING AND LOCATING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE WHILE MAINTAINING THE FOLLOWING CLEARANCES, UNLESS OTHERWISE SPECIFIED ON PLANS.

WATER MAIN: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION

SEWER MAIN: MAINTAIN A 10 FEET HORIZONTAL SEPARATION

STORM DRAINS: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION

MAINTAIN A 1 FOOT VERTICAL SEPARATION WHEN CROSSING MAINS AND STORM DRAINS

ANY DEVIATION FROM CLEARANCE NOTES ABOVE MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.

ANY CITY UTILITIES CROSSING PROPOSE LINES SHALL NOT BE ENCASED IN SLURRY, IF ENCOUNTERED CITY UTILITY SHALL BE SLEEVED WITH A SPLIT DUCT.
8. "PUBLIC IMPROVEMENTS SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT ISSUING AUTHORITY.
9. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS AUTHORIZED BY THE RESIDENT ENGINEER AS A FIELD CHANGE.
10. CONTRACTOR SHALL REPAIR OR REPLACE ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION, WITHIN 5 DAYS OF FINISHING WORK.
11. PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD ENGINEERING DIVISION (858) 627-3200.
12. CONTRACTOR SHALL PERFORM ONLY SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRE-CONSTRUCTION MEETING.
13. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
14. CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND SEDIMENT POLLUTION.
15. MANHOLES, VAULTS AND PULL BOX COVERS SHALL BE LABELED WITH THE "NAME OF COMPANY"AND HAVE A SLIP RESISTANT LID WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.5.
16. METHOD OF EXCAVATION: 3" DIAMETER BORING TO ACCOMMODATE 2" DIAMETER CONDUIT PIPE. NO TRENCHING SHALL BE CONDUCTED WITHIN TREE ROOT ZONES.
17. TREE PROTECTION: A PRE-CONSTRUCTION MEETING SHALL BE REQUIRED PRIOR TO ANY GROUND DISTURBANCE OR COMMENCEMENT OF WORK TO ESTABLISH TREE PROTECTION MEASURES AND STRATEGIES FOR ROOT PRUNING WITHIN THE BORING AREA. NO ROOTS 6" OR GREATER IN DIAMETER SHALL BE CUT WITHOUT CONSULTING WITH THE CITY ARBORIST-HORTICULTURIST CONTACT: SERGIO ARIAS AT (619) 527-8036 SARIAS@SANDIEGO.GOV
18. PERMIT HOLDER/OWNER SHALL COMPLY WITH PART 2 OF THE CURRENT CITY OF SAN DIEGO STORM WATER STANDARD MANUAL AND SECTION 1000 AND 1001 OF THE CITY SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE WHITE BOOK).
19. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11"x17") FOR APPROVAL PRIOR TO STARTING WORK. IT SHALL BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, DEVELOPMENT SERVICES DEPARTMENT, 101 ASH STREET, SAN DIEGO, (619) 446-5150. CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

APPROVAL (FOR CITY USE ONLY)

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND & REFERENCE STANDARDS
3	MONUMENT PRESERVATION CERTIFICATION
4	BUS STOP LOCATION AND JURISDICTION
5	PLAN LOCATION – SAN VICENTE ST & NORM ST E/B

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	AFFECTED/ADDED SHEETS	APPROVAL NO.	PROJECT NO.

SHEET 1 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

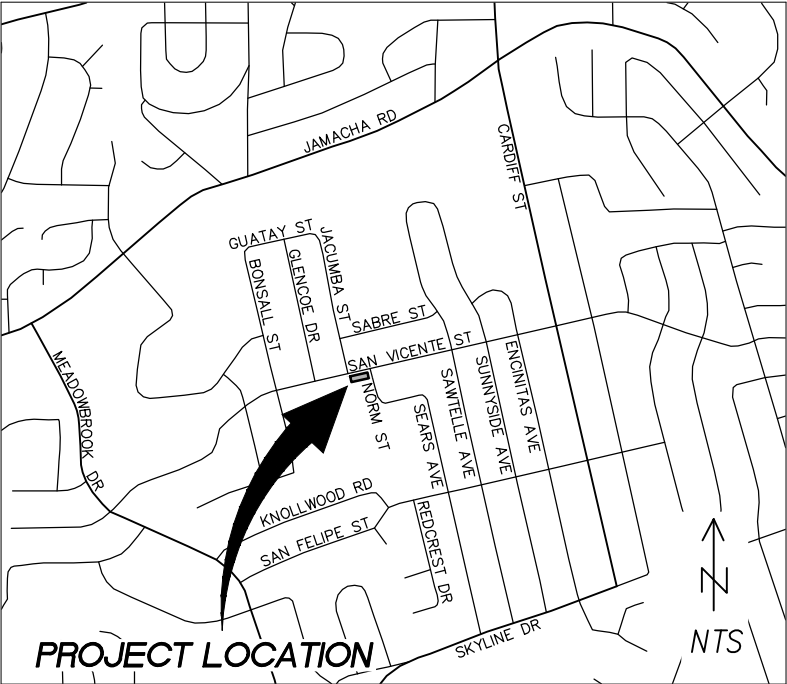
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260085

SITE ADDRESS: 8229 1/3 SAN VICENTE ST  
SAN DIEGO, CA 92114

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630760

VICINITY MAP



WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO

STANDARD SPECIFICATIONS:

DOCUMENT NO.	DESCRIPTION
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DOCUMENT NO.	DESCRIPTION
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LEGEND

DESCRIPTION	STANDARD DRAWING	SYMBOL
BUS BOARDING PAD	SDG-155, SDG-156, SDG-109, G-10	
CITY R/W		

ABBREVIATIONS

APP.....APPLICABLE  
CF.....CURB FACE  
CLR.....CLEAR  
CONC.....CONCRETE  
E/B.....EASTBOUND  
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No.....NUMBER  
O.C.E.W.....ON CENTER EACH WAY  
PCR.....POINT OF CURB RETURN  
PIP.....PROTECT IN PLACE  
SDRSD.....SAN DIEGO REGIONAL STANDARD DRAWINGS  
S/B.....SOUTHBOUND  
SD.....SAN DIEGO  
SHT.....SHEET  
W/B.....WESTBOUND

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 2 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260085



DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
(619) 448-5000

CONSTRUCTION PLAN

SITE ADDRESS: 8229 1/3 SAN VICENTE ST  
SAN DIEGO, CA 92114

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630760

MONUMENT PRESERVATION CERTIFICATION

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

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

NAME

DATE

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

I HAVE INSPECTED THE SITE AND DETERMINED THAT:

- ☐ NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK  
☒ SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE  
☐ SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL BE FILED (NO CORNER RECORD OR RECORD OF SURVEY WILL BE REQUIRED)  
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☐ A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND WITHIN THE LIMITS OF WORK HAS BEEN FILED.

CORNER RECORD # N/A OR RECORD OF SURVEY # N/A

JOEL D. RIIPINEN PLS 7942 12-31-2021 6-25-2021  
NAME P.L.S. / R.C.E. NO. XXXXX EXP. XX-XX-XX DATE



POST CONSTRUCTION CORNER RECORD (AS-BUILT ITEM)

- ☐ POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.

CORNER RECORD # OR RECORD OF SURVEY #

NAME P.L.S. / R.C.E. NO. XXXXX EXP. XX-XX-XX DATE

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



SITE ADDRESS: 8229 1/3 SAN VICENTE ST  
SAN DIEGO, CA 92114

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630760

BUS STOP LOCATION & JURISDICTION

#	STREET	CROSS STREET	JURISDICTION	ADJACENT PROPERTY
1	SAN VICENTE ST (E/B)	NORM ST	CITY SD	AUDUBON ELEMENTARY SCHOOL



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 4 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

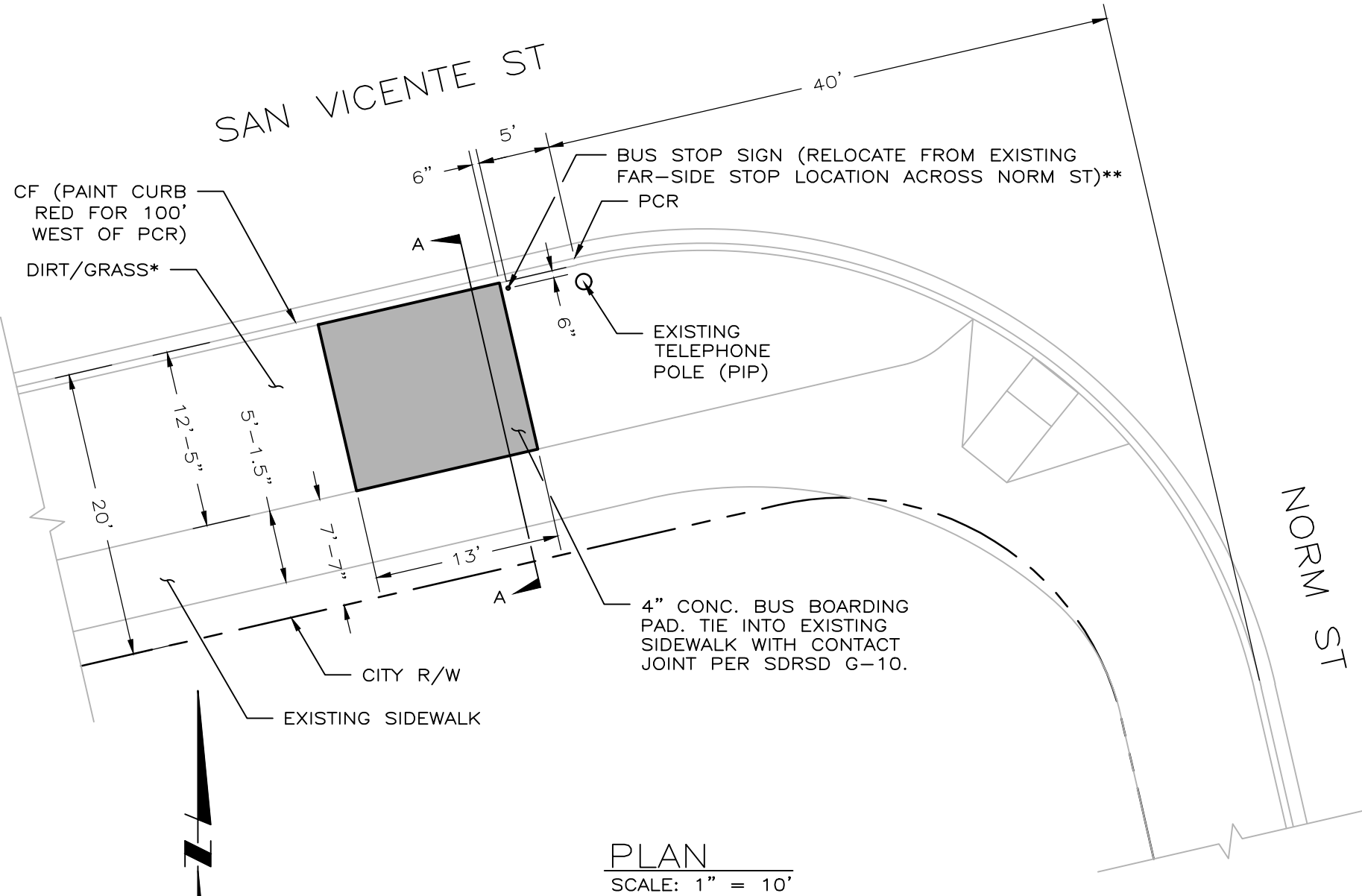
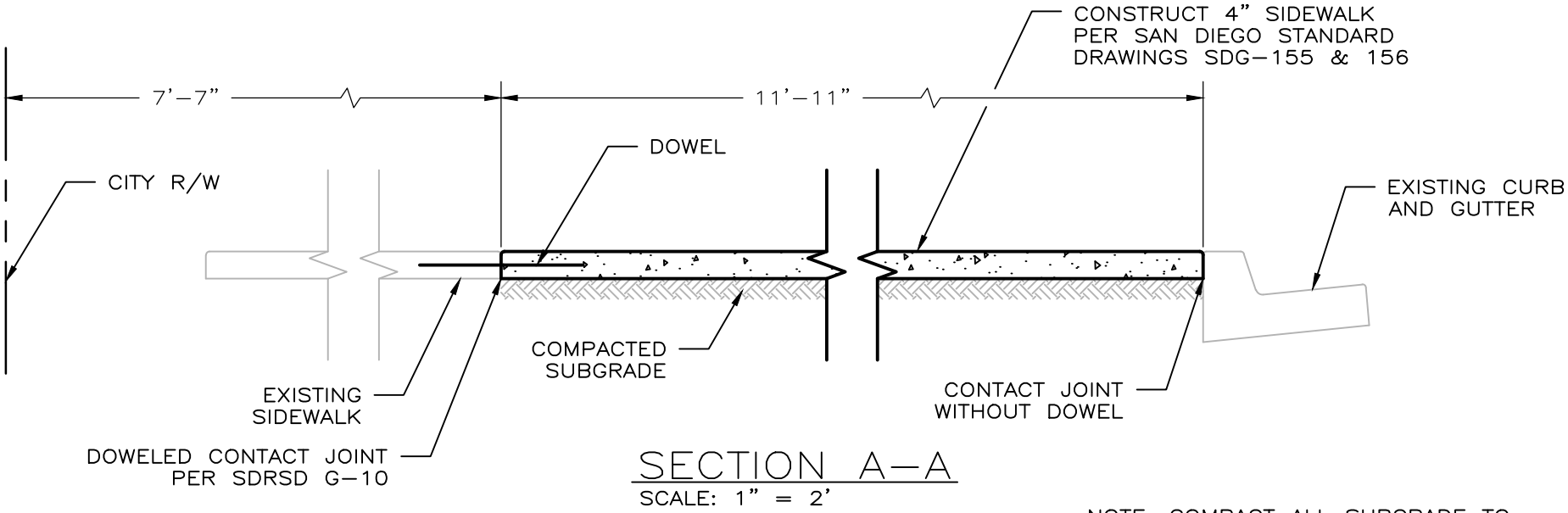
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260085

SITE ADDRESS: 8229 1/3 SAN VICENTE ST  
SAN DIEGO, CA 92114

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 630760

PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 8200  
ROW REF.: AS-BUILT DWG 10269-L



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 5 OF 5

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2260085





DEVELOPMENT SERVICES DEPARTMENT  
101 ASH STREET  
SAN DIEGO, CA 92101-4155  
619-446-5000

CONSTRUCTION PLAN

SITE ADDRESS: 8051 1/3 GIGANTIC ST  
SAN DIEGO, CA 92154

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 634341

NOTES

- FOR INSPECTION PLEASE CALL (858) 627-3200 24 HOURS PRIOR TO STARTING ANY WORK.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A R.O.W. PERMIT HAS BEEN ISSUED.
- THIS CONSTRUCTION PLAN IS NOT VALID UNLESS A PERMIT IS ATTACHED.
- UPON ISSUANCE OF A R.O.W. PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY A TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.
- THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
- IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE (800) 422-4133, TWO DAYS BEFORE YOU DIG.
- CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING AND LOCATING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE WHILE MAINTAINING THE FOLLOWING CLEARANCES, UNLESS OTHERWISE SPECIFIED ON PLANS.  
WATER MAIN: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION  
SEWER MAIN: MAINTAIN A 10 FEET HORIZONTAL SEPARATION  
STORM DRAINS: MAINTAIN A 5 FEET MINIMUM HORIZONTAL SEPARATION  
MAINTAIN A 1 FOOT VERTICAL SEPARATION WHEN CROSSING MAINS AND STORM DRAINS  
ANY DEVIATION FROM CLEARANCE NOTES ABOVE MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.  
ANY CITY UTILITIES CROSSING PROPOSED LINES SHALL NOT BE ENCASED IN SLURRY, IF ENCOUNTERED CITY UTILITY SHALL BE SLEEVED WITH A SPLIT DUCT.
- "PUBLIC IMPROVEMENTS SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT ISSUING AUTHORITY.
- DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS AUTHORIZED BY THE RESIDENT ENGINEER AS A FIELD CHANGE.
- CONTRACTOR SHALL REPAIR OR REPLACE ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION, WITHIN 5 DAYS OF FINISHING WORK.
- PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD ENGINEERING DIVISION (858) 627-3200.
- CONTRACTOR SHALL PERFORM ONLY SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRE-CONSTRUCTION MEETING.
- CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
- CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND SEDIMENT POLLUTION.
- MANHOLES, VAULTS AND PULL BOX COVERS SHALL BE LABELED WITH THE "NAME OF COMPANY" AND HAVE A SLIP RESISTANT LID WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.5.
- METHOD OF EXCAVATION: 3" DIAMETER BORING TO ACCOMMODATE 2" DIAMETER CONDUIT PIPE. NO TRENCHING SHALL BE CONDUCTED WITHIN TREE ROOT ZONES.
- TREE PROTECTION: A PRE-CONSTRUCTION MEETING SHALL BE REQUIRED PRIOR TO ANY GROUND DISTURBANCE OR COMMENCEMENT OF WORK TO ESTABLISH TREE PROTECTION MEASURES AND STRATEGIES FOR ROOT PRUNING WITHIN THE BORING AREA. NO ROOTS 6" OR GREATER IN DIAMETER SHALL BE CUT WITHOUT CONSULTING WITH THE CITY ARBORIST-HORTICULTURIST CONTACT: SERGIO ARIAS AT (619) 527-8036 SARIAS@SANDIEGO.GOV
- PERMIT HOLDER/OWNER SHALL COMPLY WITH PART 2 OF THE CURRENT CITY OF SAN DIEGO STORM WATER STANDARD MANUAL AND SECTION 1000 AND 1001 OF THE CITY SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE WHITE BOOK).
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11"x17") FOR APPROVAL PRIOR TO STARTING WORK. IT SHALL BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, DEVELOPMENT SERVICES DEPARTMENT, 101 ASH STREET, SAN DIEGO, (619) 446-5150. CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

APPROVAL (FOR CITY USE ONLY)

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND & REFERENCE STANDARDS
3	MONUMENT PRESERVATION CERTIFICATION
4	BUS STOP LOCATION AND JURISDICTION
5	TYPICAL BUS STOP IMPROVEMENT DETAILS
6	TYPICAL BUS STOP STEM/KEY WALL DETAIL AND DESIGN MATRIX
7	PLAN LOCATION – GIGANTIC ST & EXCELLANTE ST W/B

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	AFFECTED/ADDED SHEETS	APPROVAL NO.	PROJECT NO.

SHEET 1 OF 7

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

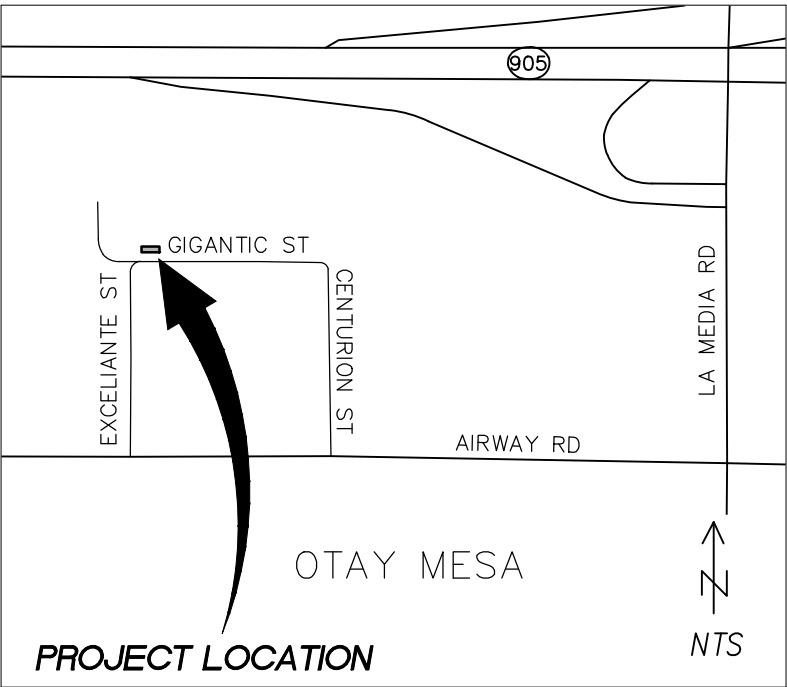
PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2277556

SITE ADDRESS: 8051 1/3 GIGANTIC ST  
SAN DIEGO, CA 92154

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 634341

VICINITY MAP



WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO

STANDARD SPECIFICATIONS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-01	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION
PWPI010119-02	CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), 2018 EDITION
PWPI010119-04	CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION
PWPI030119-08	CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES REVISION 4(CA MUTCD REV4), 2014 EDITION
PWPI030119-05	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD SPECIFICATIONS, 2018 EDITION

STANDARD DRAWINGS:

DOCUMENT NO.	DESCRIPTION
PWPI010119-03	CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION
PWPI030119-06	CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION

LEGEND

DESCRIPTION	STANDARD DRAWING	SYMBOL
BUS BOARDING PAD	SDG-155, SDG-156, SDG-109, G-10	
CITY R/W		

ABBREVIATIONS

APP.....APPLICABLE  
CF.....CURB FACE  
CLR.....CLEAR  
CONC.....CONCRETE  
E/B.....EASTBOUND  
N/B.....NORTHBOUND  
No.....NUMBER  
O.C.E.W.....ON CENTER EACH WAY  
PCR.....POINT OF CURB RETURN  
PIP.....PROTECT IN PLACE  
SDRSD.....SAN DIEGO REGIONAL STANDARD DRAWINGS  
S/B.....SOUTHBOUND  
SD.....SAN DIEGO  
SHT.....SHEET  
W/B.....WESTBOUND

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SHEET 2 OF 7

PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

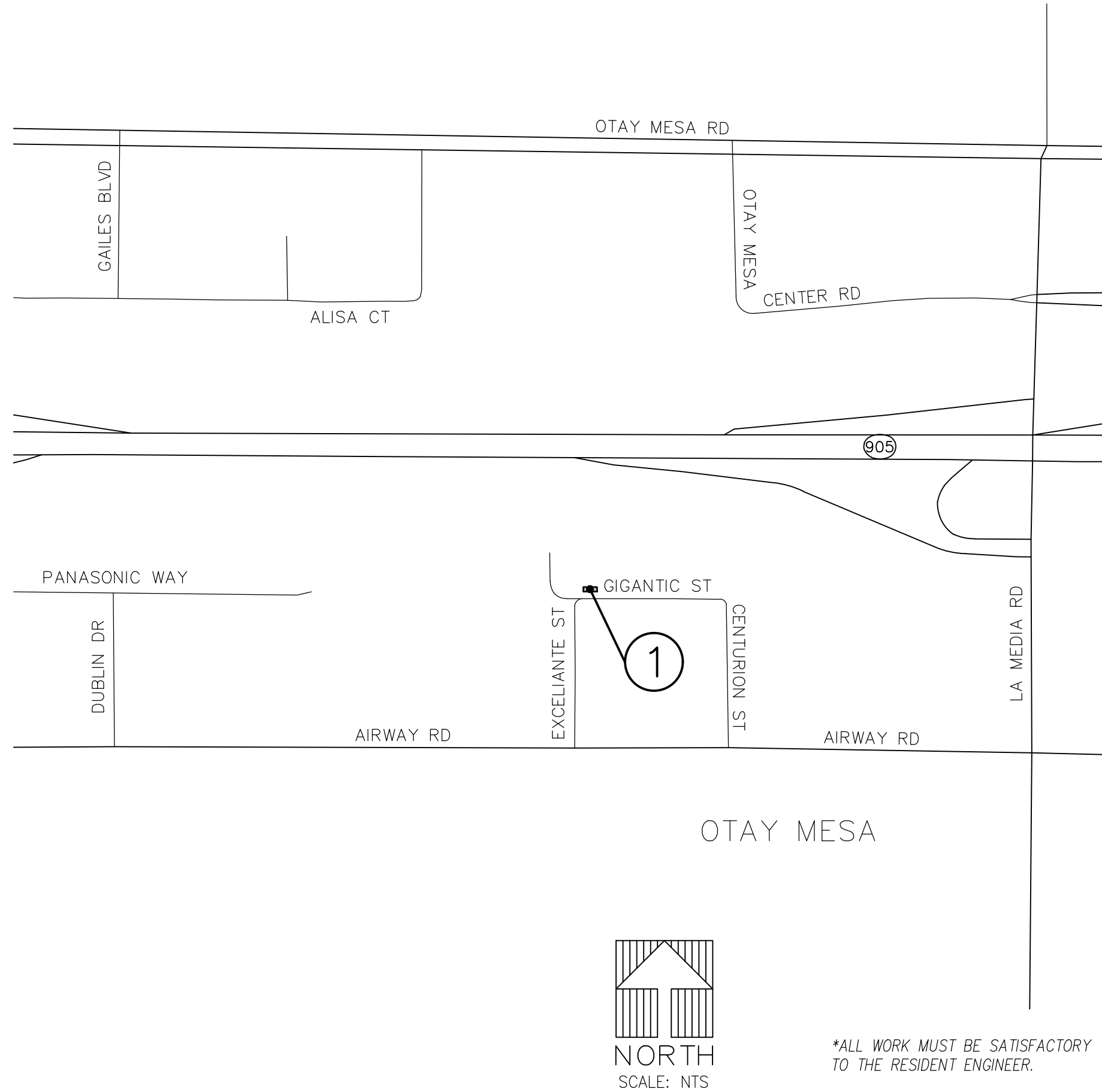
APPROVAL NO.  
2277556

SITE ADDRESS: 8051 1/3 GIGANTIC ST  
SAN DIEGO, CA 92154

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 634341

BUS STOP LOCATION & JURISDICTION

#	STREET	CROSS STREET	JURISDICTION	ADJACENT PROPERTY
1	GIGANTIC ST (W/B)	EXCELLANTE ST	CITY SD	SOUTHWESTERN COMMUNITY COLLEGE



\*ALL WORK MUST BE SATISFACTORY  
TO THE RESIDENT ENGINEER.

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 4 OF 7

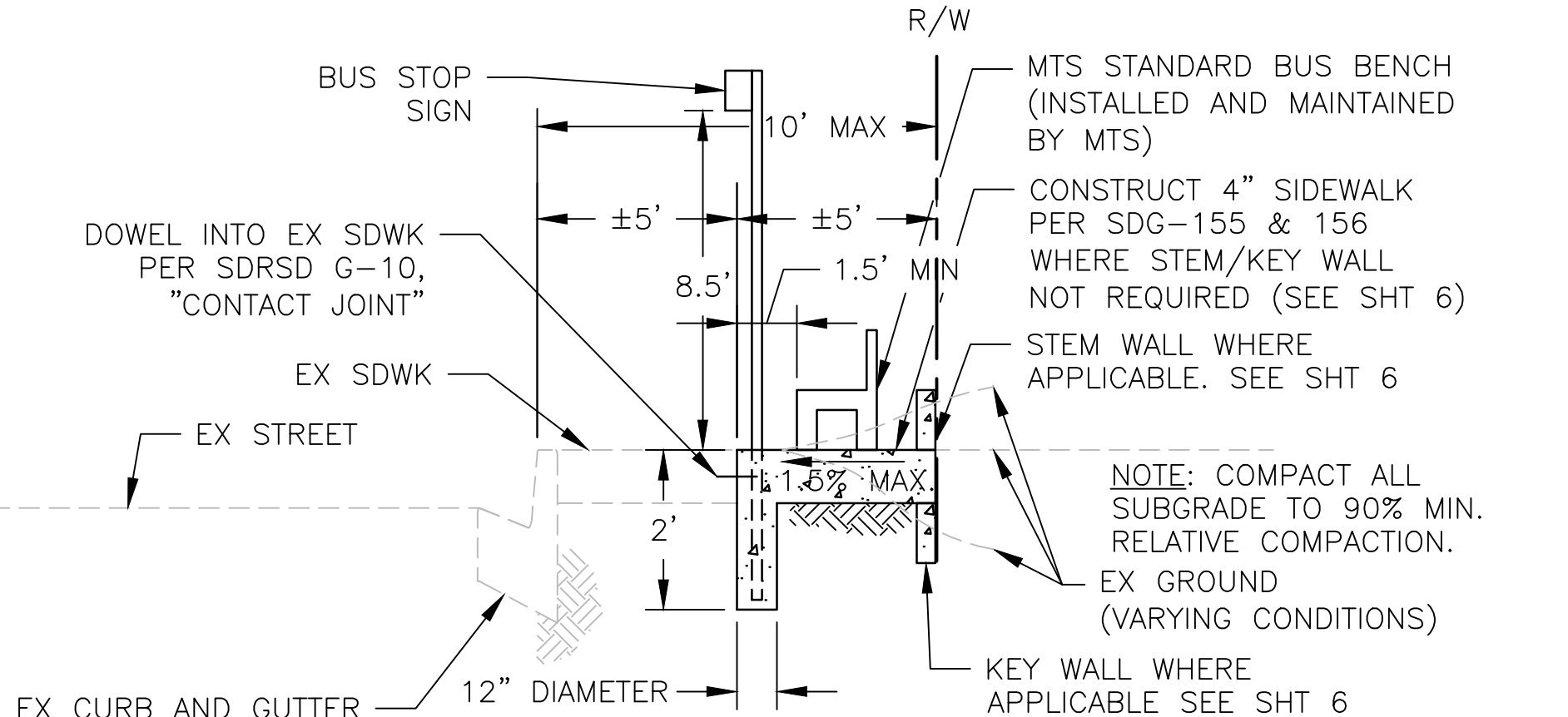
PREPARED FOR:  
NAME: MTS  
ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
(619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2277556

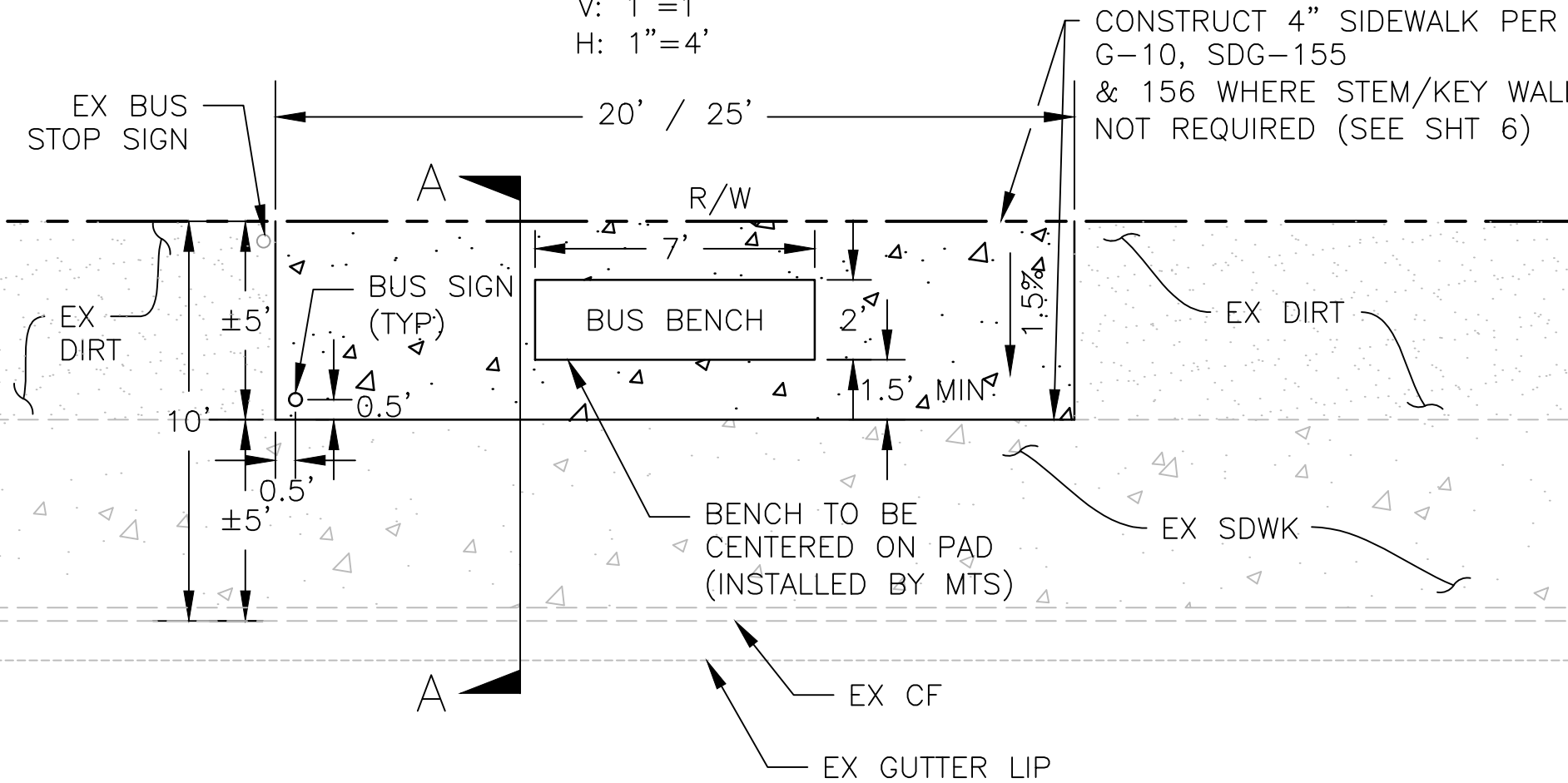
SITE ADDRESS: 8051 1/3 GIGANTIC ST  
SAN DIEGO, CA 92154

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 634341



SECTION A-A

V: 1"=1'  
H: 1"=4'



TYPICAL PLAN

SCALE: 1"=4'

TYPICAL BUS STOP IMPROVEMENT DETAILS

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 5 OF 7

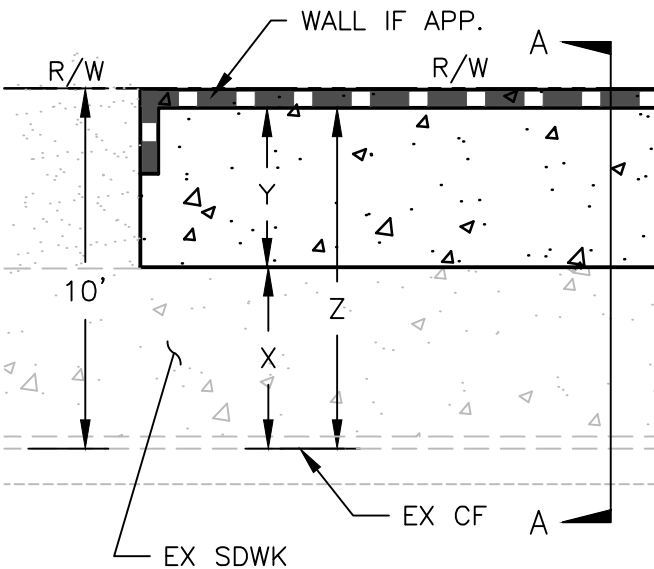
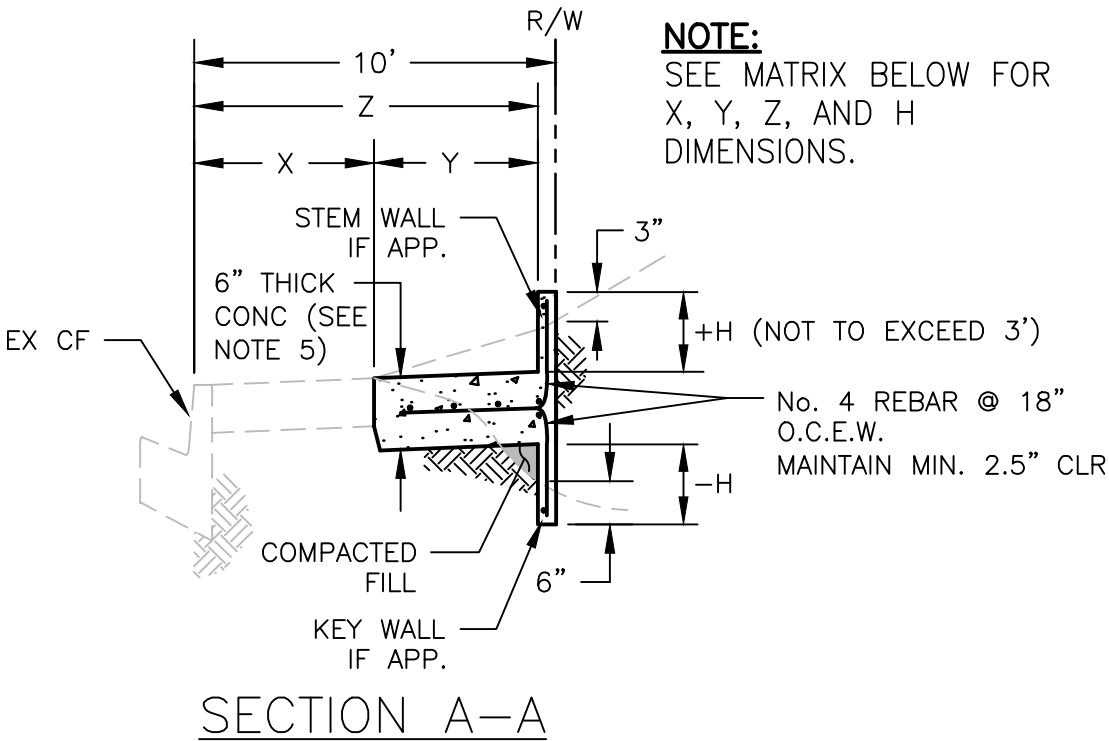
PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2277556

SITE ADDRESS: 8051 1/3 GIGANTIC ST  
SAN DIEGO, CA 92154

DISCRETIONARY  
PROJECT NO: \_\_\_\_\_  
BUILDING  
PROJECT NO: \_\_\_\_\_  
JOIN ID NO: \_\_\_\_\_  
PROJECT TRACKING NO: 634341



**NOTES:**

1. POUR STEM/KEY WALL MONOLITHIC WITH BUS PAD
2. INSTALL BUS PAD PER SHT 5
3. STEM WALL RETURN SHALL EXTEND TO TOE OF SLOPE TAPERED TO MAINTAIN 3" CLEAR ABOVE EXISTING GROUND
4. STEM/KEY WALL THICKNESS SHALL BE 6 INCHES
5. 6 INCH PAD ONLY WHERE STEM/KEY WALL REQUIRED

LOCATION #	BUS STOP LOCATION (STREET AND CROSS STREET)	L	X	Y	Z	H
		NEW BUS PAD LENGTH (FT)	EXIST SDWK WIDTH (FT)	NEW BUS PAD EXTENSION (FT)	SDWK + PAD EXT. (FT)	STEM/KEY WALL HEIGHT REQUIRED (+/- FT)
	OTAY MESA REGION					
1	GIGANTIC ST & EXCELLANTE ST W/B	25	5.50	4.00	9.50	+1.00

TYPICAL BUS STOP STEM/KEY WALL DETAIL  
AND DESIGN MATRIX

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 6 OF 7

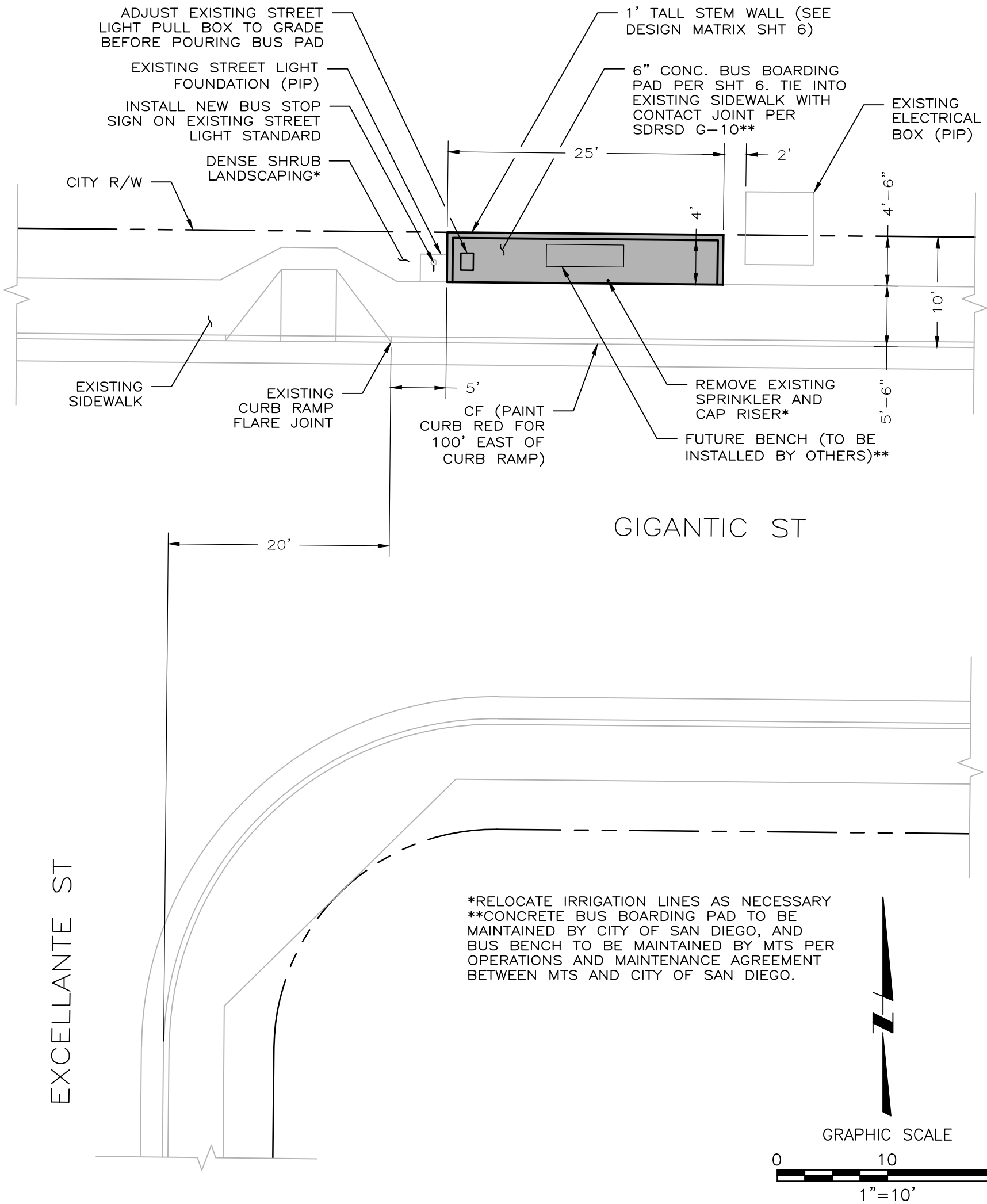
PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2277556



PROPERTY OWNER NAME: CITY OF SAN DIEGO  
CITY OF SAN DIEGO  
BLOCK NO: 8100  
ROW REF.: AS-BUILT DWG 23800-08-D



APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 7 OF 7

PREPARED FOR: MTS  
NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101  
ADDRESS/PHONE: (619) 231-1466

PREPARED BY: RAILPROS, INC.  
NAME: STEPHEN HAGER, P.E.  
ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101  
(619) 795-0325

APPROVAL NO.  
2277556

## EXHIBIT B (Cost Breakdown)



Att. A - AL 18, 09/16/2021

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 08/24/2021 03:07:12 PM PST****Job: MTSJOC275-22: ADA Bus Stop Phase II**

**JOC Name (Contractor):** ABC General Inc.  
**Contract Name:** 2019 - General Civil - ABC - Option 2  
**Contract Number:** PWG275.0-19  
**Job Order Number:** MTSJOC275-22  
**Job Order Name:** ADA Bus Stop Phase II  
**Location:** IAD  
**Cost Proposal Date:** August 24, 2021  
**Proposal Value:** \$107,606.85

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$65,625.36
02	Existing Conditions	\$0.00	\$2,828.05
03	Concrete	\$0.00	\$24,526.53
28	Electronic Safety And Security	\$0.00	\$1,926.65
31	Earthwork	\$0.00	\$6,212.02
32	Exterior Improvements	\$0.00	\$6,488.24
		<b>Proposal Total:</b>	<b>\$107,606.85</b>
		<b>The Percentage of Non Pre-Priced on this Proposal:</b>	<b>0.00%</b>





Att. A - AL 18, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

JOC Name (Contractor): ABC General Inc.  
 Contract Name: 2019 - General Civil - ABC - Option 2  
 Contract Number: PWG275.0-19  
 Job Order Number: MTSJOC275-22  
 Job Order Name: ADA Bus Stop Phase II  
 Location: IAD  
 Cost Proposal Date: August 24, 2021  
 Proposal Value: \$107,606.85

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
01 General Requirements							\$65,625.36			
1	012216000004		EA	Reimbursable Fees						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	2,300.00	x	\$1.00	x	1.0000	=	\$2,300.00
Labor Excluded		Equipment Excluded								\$2,300.00
User Note:		PW set up fee 1 each at 500 PW truck fee 200 per truck x 9 trucks								
Item Note:		Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.								
Owner Comments:										
Contractor Comments:										
2	012220000017		HR	Laborer						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR	16.00	x	\$68.23	x	1.1495	=	\$1,254.89
Equipment Excluded		Materials Excluded								\$1,254.89
User Note:		to get permits								
Item Note:		For tasks not included in the Construction Task Catalog® and as directed by owner only.								
Owner Comments:										
Contractor Comments:										
3	012220000073		HR	Flagperson For Traffic Control						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR	64.00	x	\$68.23	x	1.1495	=	\$5,019.54
Equipment Excluded		Materials Excluded								\$5,019.54
User Note:		4 site x 2 guys x 8 hrs								
Item Note:										
Owner Comments:										
Contractor Comments:										



Att. A - AL 18, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

4	012223000269	DAY	1,500 LB Capacity, 60" Wide, Skid-Steer Loader With Full-Time Operator							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	DAY	8.00	x	\$1,002.17	x	1.1495	=	\$9,215.96	
	Equipment Excluded								\$9,215.96	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
5	012223001286	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	DAY	8.00	x	\$932.05	x	1.1495	=	\$8,571.13	
	Equipment Excluded								\$8,571.13	
	User Note: to move water trailer									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
6	012223001313	DAY	6 CY Rear Dump Truck With Full-Time Truck Driver							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	DAY	8.00	x	\$997.92	x	1.1495	=	\$9,176.87	
	Equipment Excluded								\$9,176.87	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
7	012223001347	DAY	500 To 600 Gallon Water Trailer With Pump							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	DAY	8.00	x	\$117.05	x	1.1495	=	\$1,076.39	
Labor Excluded	Equipment Excluded								\$1,076.39	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
8	015526000028	DAY	28" Cone With Reflective Collar							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	DAY	1,600.00	x	\$0.47	x	1.1495	=	\$864.42	
Labor Excluded	Equipment Excluded								\$864.42	
	User Note: 100 cones x 8 site x 2 days = 1600									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



Att. A - AL 18, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

9	015526000084	DAY	Mesh Or Vinyl Roll-up Sign With Stand							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	96.00	x	\$4.58	x	1.1495	=	\$505.41
<b>Labor Excluded</b>	<b>Equipment Excluded</b>									\$505.41
	<b>User Note:</b> 6 signs x 8 site x 2 days = 96									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
10	015526000090	DAY	Aluminum Sign And A Frame Stand							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	96.00	x	\$3.47	x	1.1495	=	\$382.92
<b>Labor Excluded</b>	<b>Equipment Excluded</b>									\$382.92
	<b>User Note:</b> 6 barricades x 8 sites x 2 days = 96									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
11	015526000093	DAY	Trailer Mounted Flashing Arrow Board							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	16.00	x	\$56.00	x	1.1495	=	\$1,029.95
<b>Labor Excluded</b>	<b>Equipment Excluded</b>									\$1,029.95
	<b>User Note:</b> 8 sites x 2 days									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
12	015526000103	EA	Place And Remove Up To 250 Cones Using Truck							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	EA	1,600.00	x	\$3.66	x	1.1495	=	\$6,731.47
	<b>Materials Excluded</b>									\$6,731.47
	<b>User Note:</b> 100 cones x 8 sites x 2 days									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
13	015526000107	EA	Place And Remove Up To 250 Barricades Using Truck							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	EA	192.00	x	\$7.33	x	1.1495	=	\$1,617.76
	<b>Materials Excluded</b>									\$1,617.76
	<b>User Note:</b> 12 sign x 8 site x 2 days = 192									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 18, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

14	015526000112	EA	Place And Remove Trailer Mounted Boards And Signals Using Truck							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	EA		16.00	x	\$54.94	x	1.1495	=	\$1,010.46
	<b>Materials Excluded</b>									\$1,010.46
	<b>User Note:</b> 8 site x 2 days = 16									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
15	015626000175	LF	48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	LF		720.00	x	\$2.49	x	1.1495	=	\$2,060.82
	<b>Equipment Excluded</b>									\$2,060.82
	<b>User Note:</b> 90 lf x 8 sites									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
16	017113000004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	EA		10.00	x	\$734.34	x	1.1495	=	\$8,441.24
	<b>Materials Excluded</b>									\$8,441.24
	<b>User Note:</b> bobcat 8 site mini exc 2 site									
	<b>Item Note:</b> Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
17	017123160019	ACR	Survey Clear Area For Underground Utilities							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	ACR		0.30	x	\$5,247.63	x	1.1495	=	\$1,809.65
										\$1,809.65
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 18, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

18	017419000021	MO	Rampless Concrete Washout Bin							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	MO	1.00	x	\$555.08	x	1.1495	=	\$638.06
<b>Labor Excluded</b>										\$638.06
	<b>Equipment Excluded</b>									
	<b>User Note:</b>									
	<b>Item Note:</b>	Includes delivery.								
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
19	017419000036	TON	General Refuse							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	TON	80.00	x	\$42.61	x	1.1495	=	\$3,918.42
<b>Labor Excluded</b>										\$3,918.42
	<b>Equipment Excluded</b>									
	<b>User Note:</b>	40 cy x 2tn/cy = 80								
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



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# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
02 Existing Conditions							\$2,828.05			
20	024119130282		IN	1/2" Diameter Drilling In Concrete Per Inch Of Depth						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	IN	1,224.00	x	\$2.01	x	1.1495	=	\$2,828.05
										\$2,828.05
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



Att. A - AL 18, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
03 Concrete							\$24,526.53			
21	032116000171		EA	1/2" Diameter x 24" Long, Epoxy Coated Deformed Straight Dowel						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	102.00	x	\$2.84	x	1.1495	=	\$332.99
										\$332.99
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
22	033113000111		CY	Delivery Fee For Concrete Purchases Per CY For Each CY Less Than 9 CY						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	CY	52.00	x	\$18.32	x	1.1495	=	\$1,095.06
Labor Excluded										\$1,095.06
			Equipment Excluded							
User Note:										
Item Note: The task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.										
Owner Comments:										
Contractor Comments:										
23	033113000115		SF	4" Equipment Pad With Rebar						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	763.00	x	\$16.63	x	1.1495	=	\$14,585.65
										\$14,585.65
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
24	033113000116		SF	6" Equipment Pad With Rebar						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	354.00	x	\$20.92	x	1.1495	=	\$8,512.83
										\$8,512.83
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC275-22: ADA Bus Stop Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
28 Electronic Safety And Security							\$1,926.65			
25	282100000053		EA	Traffic Control Plan Check, first block/intersection, less than 3 weeks						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	8.00	x	\$209.51	x	1.1495	=	\$1,926.65
Labor Excluded		Equipment Excluded								\$1,926.65
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										





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# Price Proposal Detail

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Version: 2.0

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Job: MTSJOC275-22: ADA Bus Stop Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
<b>31 Earthwork</b>							<b>\$6,212.02</b>
26	310516000026		CY	Graded Aggregate Base Fill (3/4" Minus) Class II Base			
	<b>Accepted</b>				<b>Quantity x Unit Price x Factor =</b>		<b>LineTotal</b>
		Installation	CY		14.00 x \$49.32 x 1.1495 =		\$793.71
							<b>\$793.71</b>
	<b>User Note:</b> 1561 sf x .167/27 = 10.5 cy x 1.36 swell = 14 cy						
	<b>Item Note:</b>						
	<b>Owner Comments:</b>						
	<b>Contractor Comments:</b>						
27	310516000026	<b>0054</b>	CY	For >10 To 25, Add			
	<b>Accepted</b>				<b>Quantity x Unit Price x Factor =</b>		<b>LineTotal</b>
		Installation	CY		14.00 x \$4.94 x 1.1495 =		\$79.50
							<b>\$79.50</b>
	<b>User Note:</b>						
	<b>Item Note:</b>						
	<b>Owner Comments:</b>						
	<b>Contractor Comments:</b>						
28	312316130007		CY	Excavation For Trenching By Hand In Soil			
	<b>Accepted</b>				<b>Quantity x Unit Price x Factor =</b>		<b>LineTotal</b>
		Installation	CY		1.00 x \$102.80 x 1.1495 =		\$118.17
							<b>\$118.17</b>
	<b>Materials Excluded</b>						
	<b>User Note:</b> post holes 1' x 1' x 2' = .07 x 9 = .63cy x 1.38 swell = .86 cy						
	<b>Item Note:</b> Includes stockpiling excess materials and trimming sides and bottom of trench.						
	<b>Owner Comments:</b>						
	<b>Contractor Comments:</b>						



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# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

29	312316360017	CY	Backfilling Around Building Foundations And Other Structures By Skid-Steer Loader						
<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	CY	14.00	x	\$3.57	x	1.1495	=	\$57.45
<b>Materials Excluded</b>									\$57.45
<b>User Note:</b> base									
<b>Item Note:</b>									
<b>Owner Comments:</b>									
<b>Contractor Comments:</b>									
30	312316360017	0019	CY	For >20 To 50, Add					
<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	CY	14.00	x	\$2.68	x	1.1495	=	\$43.13
<b>Materials Excluded</b>									\$43.13
<b>User Note:</b>									
<b>Item Note:</b>									
<b>Owner Comments:</b>									
<b>Contractor Comments:</b>									
31	312316360019		CY	Backfilling Around Building Foundations And Other Structures By Hand					
<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	CY	7.00	x	\$48.95	x	1.1495	=	\$393.88
<b>Materials Excluded</b>									\$393.88
<b>User Note:</b> along edges of pad 35 x 2 x 8 x .33 = 7 cy									
<b>Item Note:</b>									
<b>Owner Comments:</b>									
<b>Contractor Comments:</b>									
32	312316360022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand					
<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	CY	51.00	x	\$32.21	x	1.1495	=	\$1,888.30
<b>Materials Excluded</b>									\$1,888.30
<b>User Note:</b> subgrade 1561 sf x 6' = 30 cy 14 cy class II + 7 cy along edges									
<b>Item Note:</b>									
<b>Owner Comments:</b>									
<b>Contractor Comments:</b>									
33	312316360024		SY	Rough Grading For Building Foundations And Other Structures by Machine					
<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	SY	180.00	x	\$0.96	x	1.1495	=	\$198.63
<b>Materials Excluded</b>									\$198.63
<b>User Note:</b>									
<b>Item Note:</b>									
<b>Owner Comments:</b>									
<b>Contractor Comments:</b>									



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By Division Report

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Job: MTSJOC275-22: ADA Bus Stop Phase II

34	312316360026	SY	Finish Grading For Building Foundations And Other Structures by Hand							
	<b>Accepted</b>		<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>	
	Installation	SY	180.00	x	\$9.52	x	1.1495	=	\$1,969.78	
	<b>Materials Excluded</b>								\$1,969.78	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
35	312316360032	CY	Spread Excess Or Imported Material On Site By Hand							
	<b>Accepted</b>		<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>	
	Installation	CY	14.00	x	\$41.60	x	1.1495	=	\$669.47	
	<b>Materials Excluded</b>								\$669.47	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
<b>32 Exterior Improvements</b>							<b>\$6,488.24</b>
36	320190360006		MSF	Herbicide (Post-Emergent), Applied By Push Spreader Or Hand, Glyphosate (41% active ingredient), 1.1 oz/MSF			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
						<b>=</b>	<b>LineTotal</b>
		Installation	MSF		3.00	x	\$4.88
						x	1.1495
						<b>=</b>	<b>\$16.83</b>
							<b>\$16.83</b>
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
37	320190360006	<b>0483</b>	MSF	For Application On Areas With Planting Material, Add			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
						<b>=</b>	<b>LineTotal</b>
		Installation	MSF		3.00	x	\$0.90
						x	1.1495
						<b>=</b>	<b>\$3.10</b>
				<b>Materials Excluded</b>			<b>\$3.10</b>
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
38	321613130002		LF	6" x 12" Cast In Place Concrete Curb (Type A1-6)			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
						<b>=</b>	<b>LineTotal</b>
		Installation	LF		30.00	x	\$14.72
						x	1.1495
						<b>=</b>	<b>\$507.62</b>
							<b>\$507.62</b>
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
39	321613130002	<b>0078</b>	LF	For >20 To 50, Add			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
						<b>=</b>	<b>LineTotal</b>
		Installation	LF		30.00	x	\$5.23
						x	1.1495
						<b>=</b>	<b>\$180.36</b>
							<b>\$180.36</b>
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							



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# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

40	321613130002	LF	6" x 12" Cast In Place Concrete Curb (Type A1-6)							
	<b>Accepted</b>			<b>Quantity</b>	x	<b>Unit Price</b>	x	<b>Factor</b>	=	<b>LineTotal</b>
	Installation	LF		63.00	x	\$14.72	x	1.1495	=	\$1,066.00
										\$1,066.00
	<b>User Note:</b> small stem wall									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
41	321613130002	0079	LF	For >50 To 100, Add						
	<b>Accepted</b>			<b>Quantity</b>	x	<b>Unit Price</b>	x	<b>Factor</b>	=	<b>LineTotal</b>
	Installation	LF		63.00	x	\$1.99	x	1.1495	=	\$144.11
										\$144.11
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
42	321613130006		LF	6" x 16" Cast In Place Concrete Curb						
	<b>Accepted</b>			<b>Quantity</b>	x	<b>Unit Price</b>	x	<b>Factor</b>	=	<b>LineTotal</b>
	Installation	LF		93.00	x	\$17.78	x	1.1495	=	\$1,900.74
										\$1,900.74
	<b>User Note:</b> larger stem wall									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
43	321613130006	0079	LF	For >50 To 100, Add						
	<b>Accepted</b>			<b>Quantity</b>	x	<b>Unit Price</b>	x	<b>Factor</b>	=	<b>LineTotal</b>
	Installation	LF		93.00	x	\$2.38	x	1.1495	=	\$254.43
										\$254.43
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
44	321723130141		LF	Painted Curb						
	<b>Accepted</b>			<b>Quantity</b>	x	<b>Unit Price</b>	x	<b>Factor</b>	=	<b>LineTotal</b>
	Installation	LF		300.00	x	\$1.33	x	1.1495	=	\$458.65
										\$458.65
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 18, 09/16/2021

## Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

45	323113130027	VLF	12" Diameter, Concrete Fill For Post Hole							
	<b>Accepted</b>									
		Installation	VLF	Quantity	x	Unit Price	x	Factor	=	LineTotal
				18.00	x	\$18.67	x	1.1495	=	\$386.30
										\$386.30
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
46	328423000003	EA	2" Pop-Up Height, Spray Sprinkler Head (Rain Bird® 1802P)							
	<b>Accepted</b>									
		Installation	EA	Quantity	x	Unit Price	x	Factor	=	LineTotal
				10.00	x	\$25.36	x	1.1495	=	\$291.51
										\$291.51
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
47	328423000562	LF	3/4" Schedule 40 Polyvinyl Chloride (PVC) Pipe With Fittings, 12" Of Cover, Backfilled And Compacted							
	<b>Accepted</b>									
		Installation	LF	Quantity	x	Unit Price	x	Factor	=	LineTotal
				245.00	x	\$4.54	x	1.1495	=	\$1,278.59
										\$1,278.59
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
<b>Total:</b>										<b>\$107,606.85</b>
<b>Proposal Total:</b>										<b>\$107,606.85</b>
<b>The Percentage of Non Pre-Priced on this Proposal:</b>										<b>0.00%</b>

## EXHIBIT C

### (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, CA 92101

Subcontractor Report

Date: 8/24/2021

Job Order Contracting

**Contract #:** PWG275.0-19  
**Job Order #:** MTSJOC275-22  
**Job Order Title:** ADA Bus Stop Phase II  
**Location:** IAD  
**Contractor:** ABC General Inc.  
**Subcontractor:** STATEWIDE STRIPES, INC.

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
STATEWIDE STRIPES, INC. P.O. Box 600710, San Diego, CA 92160	788286	striping		\$1,300.00	0.00%





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

## Agenda Item No. 19

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

September 16, 2021

#### SUBJECT:

TRANSIT ON BOARD VIDEO SURVEILLANCE SYSTEM (OBVSS) POST-WARRANTY  
MAINTENANCE, REPAIR, AND SUPPORT SERVICES – SOLE SOURCE

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0733.0 -21 (in substantially the same format as Attachment A), with Luminator Technology Group (LTG), on a sole source contract for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet OBVSS for a five (5) years base term with five (5) one-year options in the amount of \$10,970,864.20.

#### Budget Impact

The total budget for this project shall not exceed \$10,970,864.20. This project is funded by multiple Bus Maintenance Operations.

Term	MRH Upgrade to AHD	Annual Extended Warranty	Annual Post-Warranty Service Contract	Software Maintenance	Annual Parts	Annual Total
Base Years 1-5	\$41,440.00	\$632,875.00	\$2,335,860.00	\$441,795.00	\$834,780.60	\$4,286,750.60
Option Years 6-10	\$56,060.00	\$2,009,775.00	\$3,297,528.00	\$485,970.00	\$834,780.60	\$6,684,113.60
<b>Grand Total:</b>						<b>\$10,970,864.20</b>



## DISCUSSION:

In July 2010, MTS awarded a contract to Apollo Video Technology, now known as LTG, for the provision of a Mobile Recorder High definition (MRH) Roadrunner OBVSS. This system is currently used on the entire MTS bus fleet, and has been extremely helpful in securing video footage for resolving questions about service delivery, allegations of assault, driver conduct, and accidents.

In September 2015, MTS determined the need to install OBVSS on the entire paratransit and minibus fleet operated at the Copley Park Place Facility. This ensured 100% of all buses owned and operated by MTS were equipped with the latest in OBVSS.

In the same year following the installation of the system, MTS secured an OBVSS post-warranty maintenance, repair and support service contract to maintain the system and ensure it is in good working condition beyond the equipment standard warranty period.

Since the initial install of the OBVSS, MTS has opted to remove and reuse these systems in the newly purchased vehicles. MTS removed these systems from the retired bus, while the contractor installed them on the new buses. This ensured each system was installed correctly and up to standard.

Recently, LTG stopped manufacturing and supporting the previous Road Runner MRH system and is now moving to the Road Runner Analog High Definition (AHD) 4K system. If the existing MRH system failed, MTS can pull from MRH stock equipment from retired buses or opt to gradually transition from the existing MRH to AHD system.

This past year, MTS purchased ninety-three (93) new buses which all came factory equipped with the latest High Definition 4K system offered by LTG.

MTS intends to process a sole-source procurement for the post-warranty maintenance, repair and support service of Road Runner AHD and Road Runner 4K System on both old and new buses. The system can only be supported and serviced by LTG and has exclusive rights to the program and codes used to build the system's operating software. As such, it is not anticipated that holding a competitive procurement will result in any benefit to MTS. However, in an effort to keep costs down, MTS will procure and refurbish hard drives in-house and provide them to LTG for replacement into the fleet. All other parts will be supplied by LTG on an as-needed basis and MTS shall be invoiced upon component replacement.

The costs are in-line with the increasing post warranty services and aging fleet, and will cover all repair, maintenance and support including vandalism and wear and tear due to road conditions. Thus, staff has determined that the price proposal is fair and reasonable and is to the best advantage of MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0733.0 -21 (in substantially the same format as Attachment A), with LTG, on a sole source for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet OBVSS for a five (5) year base term with five (5) one-year options in the amount of \$10,970,864.20.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft MTS Doc. No. B0733.0 -21

1255 Imperial Avenue, Suite 1000  
 San Diego, CA 92101  
 Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT  
 FOR  
 MTS DOC. NO. B0733.0-21  
 TRANSIT ONBOARD VIDEO SURVEILLANCE SYSTEM (OBVSS) POST WARRANTY  
 MAINTENANCE, REPAIR AND PARTS SUPPORT SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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: Luminator Technology Group

Address: 24000 35<sup>th</sup> Avenue, SE

Bothell, WA 98021

Form of Business: Corporation

(Corporation, Partnership, Sole Proprietor, etc.)

Email : Rod.Jones@luminator.com

Telephone: (425) 483-7100 ext.183

Authorized person to sign contracts

Rod Jones

President

Name

Title

The Contractor agrees to provide the post-warranty maintenance, repair and support services for the MTS bus fleet On Board Video Surveillance System (OBVSS) services as specified in the conformed Scope of Work (Exhibit A), Contractor's Cost Proposal Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), and Federal Requirements (Exhibit D) with signed MTS Forms- Luminator Technology Group (Exhibit E), and Policy 44C Travel Guidelines for Contractors (Exhibit F).

The contract term is for up to five (5) base years and five (5)-1 option year, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective October 1, 2021 through September 30, 2026 and option years shall be effective October 1, 2026 through September 30, 2031, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$4,286,750.60 for the base years and \$6,684,113.60 for the option years, for a contract total not to exceed \$10,970,864.20 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	64T63TLUMINATOR TECHNOLOGY GROUP
By:  <u>Sharon Cooney, Chief Executive Officer</u>	By  _____
Approved as to form:	Title:  _____
By:  <u>Karen Landers, General Counsel</u>	



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

## Agenda Item No. 20

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

September 16, 2021

#### SUBJECT:

BUILDING C ROOF REHABILITATION – WORK ORDER

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-06 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABCGC), in the amount of \$155,228.61, for rehabilitating the roof at Building C, Building A, and the Paint Booth in the Trolley yard.

#### Budget Impact

The total budget for this project shall not exceed \$155,228.61. Under separate MTS Doc No. L1282.-16, with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$3,026.96. This project is funded by MTS Capital Improvement Program (CIP) 1009103601 – Building C Roof Repairs.

#### DISCUSSION:

Portions of the roofing and roof drainage systems at Building C, Building A, and the Paint Booth are part of the original construction of the buildings and have become antiquated and beyond a state of good repair. There are a few areas that typically experience leaks when it rains, the overflow drains aren't functional in some areas, gutters and downspouts have rusted, there are low spots on the roof and other issues that are causing damage to the office spaces below.

This project consists of replacing various areas of roofing, correcting the low spots, repairing the overflow drains, sealing all penetrations and heating, ventilation and air conditioning (HVAC) ductwork at Building C. In addition, ABCGC will repair a portion of the roofing at the Paint Booth as well as flashing, gutters and downspouts at Building A which are all known areas that are prone to leaking in order to bring the roofing and



drainage systems up to a state of good repair, and thus, mitigate potential damage to the buildings.

On October 6, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consists of repair, remodeling, or other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalog of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor's proposed adjustment factor.

Nine (9) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020, the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABC will be providing all materials, labor, and equipment for the roofing rehabilitations. Work is expected to be completed by October 2021.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-06 under JOC to MTS Doc. No. PWG324.0-21 with ABCGC, in the amount of \$155,228.61, for rehabilitating the roofing at Building C, Building A and the Paint Booth in the Trolley yard.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft Work Order Contract MTSJOC324-06, MTS Doc No. PWG324.0-21



**JOB ORDER CONTRACT  
WORK ORDER**

PWG324.0-21  
CONTRACT NUMBER

MTSJOC324-06  
WORK ORDER NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, 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: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Kenneth Czubernat President  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$155,228.61

<u>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</u>	<u>ABC GENERAL CONTRACTOR, INC.</u>
By: <u>Sharon Cooney, Chief Executive Officer</u>	Firm: _____
Approved as to form:	By: _____ Signature
By: <u>Karen Landers, General Counsel</u>	Title: _____



## EXHIBIT A (Scope of Work)





# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

## Final Scope of Work

Date: 8/25/2021

Job Order Contracting

To:

From:

**Contract No:** PWG324.0-21  
**Job Order No:** MTSJOC324-06  
**Job Order Title:** Building C Roof Repairs  
**Location:** Building C  
1535 Newton Ave Yard Tower, & Paint Booth  
San Diego, CA 92113  
**Brief Scope of Work:** Repairs to the roof on Building C.

## SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

### SECTION 7-1 GENERAL

The existing roofing system on the Trolley Building C, is in a state of disrepair and requires rehabilitation. There are a few areas that typically experience leaks when it rains, the overflow scuppers, don't drain well, and there are possible leaks in HVAC ductwork. This project generally consists of the rehabilitation of portions of the roof at Building C.

All work is to occur within Building C located at 1535 Newton Ave., San Diego 92113.

### SECTION 7-2 STAGING

Contractor is to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. There may be some available space within or adjacent to the Taxi Inspection Building totaling 3-4 parking spots each day. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

### SECTION 7-3 TEMP FACILITIES

The contractor is to provide their own temporary restrooms and wash facilities as needed. Contractor is responsible for temp power and water beyond what is available in the work area.

## **SECTION 7-4 SAFETY AND ACCESS**

Diligent caution must be taken during the undertaking of this work. All work will occur within the trolley yard so ROW training must be attended. Key personnel will be granted badges for access. Only vehicles necessary for the performance of the work shall be parked within the yard adjacent to the Taxi Admin building or west of the security office. Currently the only roof access is through a small roof access within the security office. Contractor shall provide temporary outdoor access to the roof that does not require the contractor to travel through the inside of the building per CAL OSHA requirements.

## **SECTION 7-5 WASTE**

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day.

## **SECTION 7-6 SCHEDULE AND SEQUENCING**

All work shall be completed within thirty (30) calendar days from issuance of Notice to Proceed. The work shall commence once all material is available and the work can proceed without stoppages. Contractor is to provide a schedule for the work.

## **SECTION 7-7 ROOFING REHABILITATION**

The project generally consists of roofing repairs throughout the Building C roof area to prevent any leaking in the below office spaces as there are a few known low spots and areas prone to leaking. In addition to the work on Building C, the contractor is to repair some roofing on Building A and the Paint Booth. Contractor is to perform a complete survey of the roof to access potential areas that require repair.

The intent is to repair roofing deficiencies so there are no leaks, low spots, standing debris, or loose debris. Within 5-10 years MTS intends to replace the entire roof with a TPO roofing system; however, for now the roofing repairs can consist of minor repairs. In general, the contractor is to perform the following tasks:

1. **BUILDING C:**
  - Clean roof of debris and remove from site
  - Clean scupper drains of debris and check for proper drainage
  - Clean downspouts
  - Reseal inside and outside of scupper drains using 3 course methods by using asbestos free mastic and reinforcing fabric or caulking

- Reseal HVAC unit curbs
- Reseal HVAC unit Ductwork joints w/ sealant
- Reseal HVAC unit ductwork base flashings
- Reseal pipe penetrations
- Reseal vent penetrations
- Reseal all coping metal joints using caulking
- Reseal skylight curbs
- Reseal inside/outside wall corners
- Repair up to 1,500 SQFT of roof area as identified at job walk.
- Remove abandoned wood blocks and haul away
- U/V coat all new uncoated repairs as needed
- Check, clean, and dispose of any roofing debris on the ground at perimeter of building.

1. **BUILDING A:**

- Clean roof of debris and haul off site
- Clean out metal drain trough
- Reseal pipe penetrations
- Reseal vent penetrations
- Reseal all large are vents using caulking
- Reseal skylight curbs
- Reseal lower wall siding
- U/V coat all new repairs as needed
- Check, clean, and dispose of any roofing debris on ground around perimeter of building
- Fabricate and install 5 new downspouts
- Demo 260LF of existing rotted gutter
- Provide and install 260LF of new gutters

1. **PAINT BOOTH:**

- Provide a 60-foot man lift to access the roof.
- Investigate and identify the leak in the roof.
- Repair roof leak

1. **ASBESTOS CONTAINING MATERIAL:**

- MTS performed an asbestos containing material ("ACM") survey and did detect ACM greater than 1%, in the gray vent penetration mastic, and silver drain mastic.
- Any materials that have been determined to contain asbestos that will be affected by renovation; remodeling and/or renovation activities must be isolated and/or abated by a licensed abatement contractor as described in the ACM report dated 12/8/20.
- Materials that are determined to contain asbestos that are damaged must be abated and/or stabilized prior to renovation as described in the ACM report dated 12/8/20.

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Eli Belknap, Manager of Capital Projects

Date

## EXHIBIT B (Cost Breakdown)



Att. A - AL 20, 09/16/2021

## Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

**JOC Name (Contractor):** ABC General Inc.  
**Contract Name:** JOC Building and Facilities Construction Services  
**Contract Number:** PWG324.0-21  
**Job Order Number:** MTSJOC324-06  
**Job Order Name:** Building C Roof Repairs  
**Location:** Building C  
**Cost Proposal Date:** August 24, 2021  
**Proposal Value:** \$155,228.61

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$77,227.00
07	Thermal And Moisture Protection	\$0.00	\$74,847.69
09	Finishes	\$0.00	\$3,153.92
		<b>Proposal Total:</b>	<b>\$155,228.61</b>
		<b>The Percentage of Non Pre-Priced on this Proposal:</b>	<b>0.00%</b>



Att. A - AL 20, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

**JOC Name (Contractor):** ABC General Inc.  
**Contract Name:** JOC Building and Facilities Construction Services  
**Contract Number:** PWG324.0-21  
**Job Order Number:** MTSJOC324-06  
**Job Order Name:** Building C Roof Repairs  
**Location:** Building C  
**Cost Proposal Date:** August 24, 2021  
**Proposal Value:** \$155,228.61

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
01 General Requirements							\$77,227.00			
1	012220000027		HR	Laborer						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR	160.00	x	\$74.04	x	0.9645	=	\$11,425.85
Equipment Excluded			Materials Excluded							\$11,425.85
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										
2	012220000043		HR	Sheet Metal Worker						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR	220.00	x	\$80.76	x	0.9645	=	\$17,136.46
Equipment Excluded			Materials Excluded							\$17,136.46
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										
3	012220000043	0001	HR	For Foreman, Add						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR	110.00	x	\$4.04	x	0.9645	=	\$428.62
Equipment Excluded			Materials Excluded							\$428.62
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										



Att. A - AL 20, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

4	012223000011	DAY	80' Engine Powered, Telescoping Boom Man Lift With Platform							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	14.00	x	\$1,076.16	x	0.9645	=	\$14,531.39
<b>Labor Excluded</b>										
	<b>Equipment Excluded</b>									\$14,531.39
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
5	012223000011	DAY	80' Engine Powered, Telescoping Boom Man Lift With Platform							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	14.00	x	\$1,076.16	x	0.9645	=	\$14,531.39
<b>Labor Excluded</b>										
	<b>Equipment Excluded</b>									\$14,531.39
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
6	012223000011	DAY	80' Engine Powered, Telescoping Boom Man Lift With Platform							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	14.00	x	\$1,076.16	x	0.9645	=	\$14,531.39
<b>Labor Excluded</b>										
	<b>Equipment Excluded</b>									\$14,531.39
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
7	017113000004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	EA	3.00	x	\$715.07	x	0.9645	=	\$2,069.06
	<b>Materials Excluded</b>									\$2,069.06
	<b>User Note:</b>									
	<b>Item Note:</b>	Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.								
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 20, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

8	017419000016	EA	40 CY Dumpster (5 Ton) "Construction Debris"						
	<b>Accepted</b>								
		Installation	EA	Quantity	x	Unit Price	x	Factor	=
				3.00	x	\$814.98	x	0.9645	=
									LineTotal
									\$2,358.14
<b>Labor Excluded</b>									
	<b>Equipment Excluded</b>								\$2,358.14
	<b>User Note:</b>								
	<b>Item Note:</b>	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							
	<b>Owner Comments:</b>								
	<b>Contractor Comments:</b>								
9	017419000036	TON	General Refuse						
	<b>Accepted</b>								
		Installation	TON	Quantity	x	Unit Price	x	Factor	=
				5.00	x	\$44.52	x	0.9645	=
									LineTotal
									\$214.70
<b>Labor Excluded</b>									
	<b>Equipment Excluded</b>								\$214.70
	<b>User Note:</b>								
	<b>Item Note:</b>								
	<b>Owner Comments:</b>								
	<b>Contractor Comments:</b>								





Att. A - AL 20, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
<b>07 Thermal And Moisture Protection</b>							<b>\$74,847.69</b>
10	071416000010		CSF	1/8" Fiberglass Reinforced, Fluid Neoprene			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
		Installation	CSF	25.00	x	\$359.26	x 0.9645 = \$8,662.66
							<b>\$8,662.66</b>
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
11	071416000012		CSF	90 Mil, 4 Coats, Fluid Neoprene			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
		Installation	CSF	3.00	x	\$1,139.17	x 0.9645 = \$3,296.19
							<b>\$3,296.19</b>
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
12	074113000059		SF	Architectural 22 Gauge T316 Stainless Steel Standing Seam Concealed Fastener Roofing			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
							<b>=</b>
							<b>LineTotal</b>
		Installation	SF	936.00	x	\$28.50	x 0.9645 = \$25,729.00
							<b>\$25,729.00</b>
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



Att. A - AL 20, 09/16/2021

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Job: MTSJOC324-06: Building C Roof Repairs

13	075113000006		SQ	Asphalt Coated Polyester And Fiberglass Scrim, Base Or Ply Sheet, Cold Adhesive Applied							
	<b>Accepted</b>				<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	SQ		40.00	x	\$150.19	x	0.9645	=	\$5,794.33
											\$5,794.33
	<b>User Note:</b>										
	<b>Item Note:</b>										
	<b>Owner Comments:</b>										
	<b>Contractor Comments:</b>										
14	075113000006	<b>0131</b>	SQ	For >20 To 40, Add							
	<b>Accepted</b>				<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	SQ		40.00	x	\$9.96	x	0.9645	=	\$384.26
											\$384.26
	<b>User Note:</b>										
	<b>Item Note:</b>										
	<b>Owner Comments:</b>										
	<b>Contractor Comments:</b>										
15	075113000069		SQ	Demolish Cap Sheet Surfaced, Built Up Roofing System							
	<b>Accepted</b>				<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	SQ		50.00	x	\$198.10	x	0.9645	=	\$9,553.37
											\$9,553.37
				<b>Materials Excluded</b>							\$9,553.37
	<b>User Note:</b>										
	<b>Item Note:</b> Includes protective surfacing.										
	<b>Owner Comments:</b>										
	<b>Contractor Comments:</b>										
16	075113000069	<b>0152</b>	SQ	For >10 To 25, Add							
	<b>Accepted</b>				<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	SQ		25.00	x	\$29.48	x	0.9645	=	\$710.84
											\$710.84
	<b>Equipment Excluded</b>			<b>Materials Excluded</b>							\$710.84
	<b>User Note:</b>										
	<b>Item Note:</b> Includes protective surfacing.										
	<b>Owner Comments:</b>										
	<b>Contractor Comments:</b>										



Att. A - AL 20, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

17	077123000275	LF	3" x 4", 26 Gauge, Rectangular Stainless Steel Downspout							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	LF	300.00	x	\$15.40	x	0.9645	=	\$4,455.99
		Demo	LF	300.00	x	\$1.96	x	0.9645	=	\$567.13
										<b>\$5,023.12</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
18	077123000275	0310	LF	For >100 To 250', Add						
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	LF	300.00	x	\$0.87	x	0.9645	=	\$251.73
	<b>Equipment Excluded</b>									<b>\$251.73</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
19	077123000275	0319	LF	For 24 Gauge, Add						
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	LF	260.00	x	\$2.39	x	0.9645	=	\$599.34
	<b>Labor Excluded</b>									
	<b>Equipment Excluded</b>									<b>\$599.34</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
20	077123000342	LF	Clean Gutters And Downspouts							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	LF	300.00	x	\$1.39	x	0.9645	=	\$402.20
	<b>Materials Excluded</b>									<b>\$402.20</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 20, 09/16/2021

# Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

21	079213000016	CLF	1" x 1" Joint, Silicone Sealant And Caulking							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	CLF	14.00	x	\$883.97	x	0.9645	=	\$11,936.25
										\$11,936.25
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
22	079213000016	0122	CLF	For 1 Part Mildew Resistant, Add						
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	CLF	14.00	x	\$185.47	x	0.9645	=	\$2,504.40
	<b>Labor Excluded</b>	<b>Equipment Excluded</b>								\$2,504.40
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									



Att. A - AL 20, 09/16/2021

## Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/24/2021 03:30:43 PM PST

Job: MTSJOC324-06: Building C Roof Repairs

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
<b>09 Finishes</b>							<b>\$3,153.92</b>
23	090190520021		SF	Power Tool Cleaning, Metal Surfaces, Surface Preparation			
				<b>Accepted</b>	<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>
						<b>x</b>	<b>Factor</b>
						<b>=</b>	<b>LineTotal</b>
				Installation	SF	3,000.00	x \$1.09
						x	0.9645
						<b>=</b>	<b>\$3,153.92</b>
				<b>Materials Excluded</b>			<b>\$3,153.92</b>
<b>User Note:</b>							
<b>Item Note:</b>							
<b>Owner Comments:</b>							
<b>Contractor Comments:</b>							
<b>Total:</b>							<b>\$155,228.61</b>
<b>Proposal Total:</b>							<b>\$155,228.61</b>
<b>The Percentage of Non Pre-Priced on this Proposal:</b>							<b>0.00%</b>

## EXHIBIT C

### (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, CA 92101

Subcontractor Report

Date: 8/25/2021  
Job Order Contracting

Contract #: PWG324.0-21  
Job Order #: MTSJOC324-06  
Job Order Title: Building C Roof Repairs  
Location: Building C  
Contractor: ABC General Inc.  
Subcontractors: DAVE WHIPPLE SHEET METAL INC.  
Permier Roofing of California

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
DAVE WHIPPLE SHEET METAL INC. 1077 Cuyamaca St. El Cajon, CA 92020	736812	Sheet Metal		\$19,007.00	12.24%
Permier Roofing of California 9134 Olive Drive, Spring Valley, CA 91977	874943	Roofing		\$61,981.00	39.93%



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

## Agenda Item No. 21

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

September 16, 2021

#### SUBJECT:

PLANNING SERVICES FOR IMPERIAL AVENUE DIVISION (IAD) ZERO EMISSION  
BUS MASTER PLANNING - WORK ORDER

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-69 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken Engineering (Dokken) in the amount of \$367,670.49 to provide planning services for the IAD zero emission bus master planning.

#### Budget Impact

The total budget for this project shall not exceed \$367,670.49. The project is funded by Capital Improvement Program (CIP) budget number 3009113701 – IAD Overhead Zero Emission Buses (ZEB) Charging Master Planning.

#### DISCUSSION:

In October 2017, the MTS Board directed staff to implement a ZEB pilot program. As part of the pilot program, MTS installed six stand-alone charging stations at IAD, two at the Kearny Mesa Division (KMD), two at the East County Division, and two at the South Bay Bus Maintenance Facility (SBMF). In addition to the installation of the charging stations, MTS has completed an electric bus concept layout study at SBMF, completed design for overhead charging infrastructure, and was in the process of procuring a construction contract for the installation of overhead charging infrastructure at SBMF to allow for the charging of twenty-four (24) battery electric buses (BEB).

MTS operates and maintains a fleet of one hundred forty-eight (148) compressed natural gas (CNG) buses and four (4) battery electric buses at IAD and seeks to implement a scalable and modular battery bus charging system for the entire fleet. The initial intent





of the IAD zero emission bus master planning study, is to commence charging for an additional ten (10) 40' BEB in FY25, thirteen (13) 40' BEB in FY26, and potentially eight (8) 60' BEB in FY27 while maintaining current operations. Charging thirty-one (31) BEBs requires a more robust infrastructure for multi-bus simultaneous charging. Given the state mandate to convert the MTS fleet to ZEB over time, the infrastructure to charge these buses will be the first installation of a scalable and modular battery bus charging system at IAD.

Under proposed work order, Dokken will provide planning services for a set of conceptual layouts, planning report, and a recommendation for the phased implementation of BEB charging facilities for the entire bus fleet at IAD. The scope of services under this work order excludes charging technology, and will focus on conceptual layouts and master planning.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process.

MTS staff reviewed the approved A&E firms and utilizing a direct award process, selected Dokken to perform the requisite services. Dokken had previously completed a ZEB master plan study at SBMF.

Dokken's proposed amount of \$367,670.49 is less than MTS's Independent Cost Estimate (ICE) and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2075-AE-69 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken in the amount of \$367,670.49 to provide planning services for the IAD zero emission bus master planning.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft Work Order WOA2075-AE-69 to MTS Doc. No. G2075.0-18

September 16, 2021

MTS Doc. No. G2075.0-18  
WOA2075-AE-69

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

Dear Mr. Klemunes:

Subject: WORK ORDER WOA2075-AE-69, TO MTS DOC. NO. G2075.0-18, PLANNING  
SERVICES FOR IMPERIAL AVENUE DIVISION (IAD) OVERHEAD (OH) ZERO  
EMMISSION BUS (ZEB) MASTER PLANNING

This letter shall serve as Work Order WOA2075-AE-69, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

#### SCOPE OF SERVICES

This Work Order shall provide planning services for IAD OH ZEB Master Planning performed in accordance with the attached Scope of Services (Attachment A).

#### SCHEDULE

The Scope of Services, as described above, shall be for a period of fifteen (15) weeks from the date of the Notice to Proceed.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$367,670.49 without prior authorization of MTS (Attachment B).

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

Sincerely,

Accepted:

Sharon Cooney  
Chief Executive Officer

\_\_\_\_\_  
John Klemunes, PE  
Regional Manager, Dokken Engineering

Date: \_\_\_\_\_

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal

**MTS Doc. No. G2075.0-18**

**Work Order No. WOA2075-AE-69**

**WORK ORDER TITLE: IAD OH ZEB CHARGING CONCEPT PLANNING**

**I. PROJECT DESCRIPTION**

The Battery Electric Bus (BEB) Charging Concept Plan shall provide a comprehensive plan for implementing an initial eight (8) 60-ft battery electric buses (BEB) and twenty-three (23) 40-ft battery electric buses with a scalable design to implement a 100% battery electric fleet of approximately 152 BEBs in later phases at MTS's Imperial Avenue Division (IAD). Services shall generally include:

- Identification of required charging infrastructure and locations for that infrastructure needed to support the initial thirty-one (31) incoming BEBs and an eventual fleet of all electric vehicles.
- Development of two (2) concepts including cost and recommendations for laying out and operating the initial thirty-one (31) BEBs and the ultimate full transition to electric buses.
- Validation of the site's existing utilities against the incoming fleet's requirements and coordinate with the public utilities on implementing any required additions.
- Assisting MTS with preparation of the required BEB infrastructure additions to be implemented with the ongoing Imperial Avenue Division daily operations.

Our team proposes that these consulting services be divided into sequential tasks, as indicated below.

**II. SCOPE OF WORK**

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

**Task 1: Project Management**

Our team will:

1. Conduct a project kick-off meeting to:
  - a. Establish clear lines of communication.
  - b. Review the scope of work and project schedule.
  - c. Clearly define project goals and objectives.
  - d. Identify MTS staff to be involved in the review process.
2. Schedule and coordinate up to seven (7) bi-weekly project status meetings including:
  - a. Identifying appropriate participants for each meeting.
  - b. Developing (with MTS input) and distributing agenda prior to meetings.
  - c. Developing and distributing minutes for each meeting.
3. Prepare and submit monthly progress reports. Each report shall include an updated schedule, summary of tasks in progress and completed, and projected tasks to be accomplished in the next month.

**Deliverables:**

- Kick-off meeting
- Up to seven (7) status meetings
- Monthly progress reports and schedule

**Task 2: Site Assessment**

Our team will:

1. Review existing documents provided by MTS which are pertinent to the project including:
  - a. As-built drawings of existing facilities with a focus on improvements that modified or added electrical service, backup generators, solar (PV), or otherwise enhanced or modified the facilities power service and service entry points.
  - b. Ongoing projects or studies that could impact the IAD BEB designs.
  - c. Specifications for proposed battery electric buses, charging equipment, and charge management software to be procured directly by MTS.
  - d. Existing IAD CAD background including built structures, fueling, fare, and wash equipment, above and underground utilities including storm water vaults and testing wells, piping, electricity, water, and natural gas.
  - e. IAD staff, vehicle and site workflow drawings and accompanying narratives.
  - f. Document received existing conditions and assumptions in a MTS IAD Facility Tour Checklist prior to be reviewed by MTS and modified based on received comments prior to the design team on-site facility assessments.
2. Conduct an Existing Site Assessment Workshop to field verify as-built conditions and confirm operational site, vehicle and work flows in both night time and day time operations.
3. Perform a topographic survey using photogrammetry to produce contour mapping, a digital terrain model and identify pertinent ground features of the project site.
4. Perform an on-site civil survey verification of existing underground utilities (in use or abandoned in-place), vaults, tanks, and above ground verification of paving types, existing buildings and yard structures, current on-site striping plans, existing BEB charging equipment locations, fences, including utilities on-site in the surrounding easements abutting the site where SDG&E is anticipated to expand and bring new service to the site.
5. Confirm the capacity and use of any on-site power generation at existing bus facilities, including future solar, existing CNG generation and confirm current power requirements to support existing facilities.
6. Coordinate with the SDG&E to identify available electrical capacity nearby the site.
7. Meet with MTS staff to identify current O&M practice that could be affected by the introduction of BEBs and confirm the current on-site bus traffic flow during pull-in, pull-out, and nightly servicing. This includes verifying the current bus parking configuration.
8. Review existing and proposed parking options on site.

**Deliverables:**

- Existing Conditions Report

**Task 3: IAD Electric Vehicle Layout Analysis**

Our team will:

1. Confirm Charging Technology and Requirements. A common understanding of the intended MTS charging technology and the systems physical, operational, and utility requirements is needed to establish a baseline “charging standard” which will then be applied to all the developed layouts. An updated detailed analysis of bus and infrastructure technology will provide the foundation needed to develop a comprehensive BEB Implementation Concept. Our team will need to:
  - a. Identify and analyze infrastructure requirements to support the BEB fleet. Analysis will include:
    - i. Identification of power system components required (transformers, switchgear, chargers, dispensers, etc.) and power requirements for coordination with the electrical utility provider.

- ii. Identification of emergency power and backup requirements including a mix of portable and fixed generation, on-site energy storage systems, solar photovoltaics and microgrid controllers.
    - iii. Identification of potential risks and steps to mitigate those risks.
    - iv. Integration of smart charging / charge management technology into existing MTS fleet and building systems.
  - b. Identify necessary infrastructure upgrades and energy strategies to minimize risk for operating BEBs.
  - c. Identify potential long lead electrical service, electrical equipment, and charge management items that will not only affect “how” to procure these items but also “who” and “when”.
  - d. Validate MTS’s selection of inverted overhead pantographs as the proposed type of charger to use and how its use affects charger to pantograph ratio, bus parking, charge time, charge management hardware / software opportunities, yard management, and charge management approach.
  - e. Identify specialized maintenance equipment or facilities needed to adequately maintain the BEBs.
  - f. Develop Charging Technology Understanding Memo specifically to IAD.
- 2. Develop Electric Vehicle Layout Concepts. The design team intends to work collaboratively with MTS while these concepts are being developed and will be available to MTS as needed. Our team will need to:
  - a. Develop site and charger layouts with emphasis on:
    - i. Circulation patterns for vehicles, equipment, materials, and personnel that will provide the most efficient, cost effective, and safest operation. Ingress and egress routes that maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
    - ii. Ability to improve existing maintenance facilities to adequately maintain BEBs including alternative parking configurations.
    - iii. Scalability of power for the on-site electrical distribution and charging systems to expand from the initial thirty-one (31) buses to the ultimate completely electric fleet. The designs will be created to readily accept modular expansion to grow with minimal operational impact during the phased transition of a mixed size fleet.
    - iv. Identification, location, and requirements of future electrical infrastructure expansion elements including but not limited to possible on-site power generation, on-site power storage, and on-site substation.
  - b. Develop alternative traffic flow options for buses, non-revenue vehicles, private vehicles (employees and visitors), delivery vehicles, and service contractor vehicles. On-site vehicle traffic flow will be impacted by the introduction of BEBs and its supporting infrastructure. As a result, we will:
    - i. Recommend the on-site traffic flow to be implemented for BEBs and non BEBs, including pull-in, bus parking, nightly service cycle, and pull-out.
    - ii. Identify space and electrical infrastructure requirement impacts and considerations for possible future employee and non-revenue electric vehicle charging.
  - c. Develop a conceptual phasing plan to show how the site can remain operational during construction of initial thirty-one (31) BEBs build out and subsequent future construction phases to achieve full BEB conversion master plan on the IAD site. Master plan will include repurposing site space occupied by current IAD CNG yard.

The phasing plan will include drawings with a narrative description to be reviewed and agreed upon by MTS. Critical areas for phasing are site access, contractor lay down area, site traffic and parking, building access, and building system coordination.

- d. Develop a detailed implementation schedule including BEB procurement, environmental clearances, design, approvals from other agencies, bidding, construction, commissioning, move-in and start-up.
- d. Develop Initial Power Requirements for each layout concept developed. This high-level power demand will allow the design team to compare the effectiveness and viability of the different options and present the various power scenarios to both MTS and SDG&E for input.
- e. Schedule and participate in an initial utility meeting with SDG&E. This meeting will allow SDG&E to review anticipated power need ranges of potential options and provide the design team with their systems capacity to provide equivalent power to the site or confirm that maximum power is available to the site.
- f. Submit Conceptual Layouts package for MTS review and comment. This is the formal deliverable that will include:
  - i. Developed Concepts – minimum of two, maximum of three.
  - ii. Conceptual phasing plan.
  - iii. Implementation schedule.
  - iv. Power Requirements per developed concept.
  - v. Notes from SDG&E review of concepts and power requirements.
- g. Hydrogen (H<sub>2</sub>) Fuel Cell infrastructure –a high level overview of potential impacts to adding hydrogen cell infrastructure to IAD site will be performed including:
  - i. Scalable H<sub>2</sub> yard for cryogenically stored H<sub>2</sub> for initial Fuel Cell Electric Bus (FCEB) supporting 50 FCEB and expanded to support full fleet of 154 FCEBs.
  - ii. Alternatives foot print of H<sub>2</sub> on-site generation equipment
  - iii. ROM costs of H<sub>2</sub> compression and storage equipment
  - iv. Layout alternatives for location of H<sub>2</sub> yard and fueling position on IAD site including listing setbacks from various H<sub>2</sub> compression infrastructure to property lines, buildings, building openings, parked vehicles and
- h. Develop Rough Order of Magnitude (ROM) cost estimates for no more than three (3) selected as viable by MTS, design team developed concept options. ROM will include for the selected developed concepts a phasing plan, implementation schedule, on-site and off-site electrical improvements, and CNG fueling system decommissioning. These estimates will include any proposed facility renovation / modification / construction, site improvements, associated equipment, and soft costs (i.e detail design costs) in percentages / amounts reviewed and approved by MTS.

#### **Deliverables:**

- Conceptual Layouts package.
- Rough Order of Magnitude (ROM) cost estimates.

#### **Task 4: Firm Recommendation**

Our team will:

1. Conduct "Selection of Concept" Workshop to review Conceptual Layouts package and MTS' review comments. During this workshop, the concepts will be reviewed with respect to operational flow, constructability, cost, impact to ongoing operations, and expandability. Based on these discussions, the concepts will be refined and presented for review. This review will result in the selection of two (2) concepts to be further developed as the recommended options. Each concept will present solutions for the initial thirty-one (31) BEBs bus implementation and the ultimate buildout of the site to a fully electric fleet.
2. Update the two selected options and prepare/submit a Final Recommendation Report to include:
  - a. A statement of the problem, purpose, and objective of the Conceptual Layouts.
  - b. Analysis of the Conceptual Layouts leading up to the recommended options.
  - c. Updated ROM cost estimates.

#### Deliverables:

- Final Recommendation Report

### III. PERIOD OF PERFORMANCE

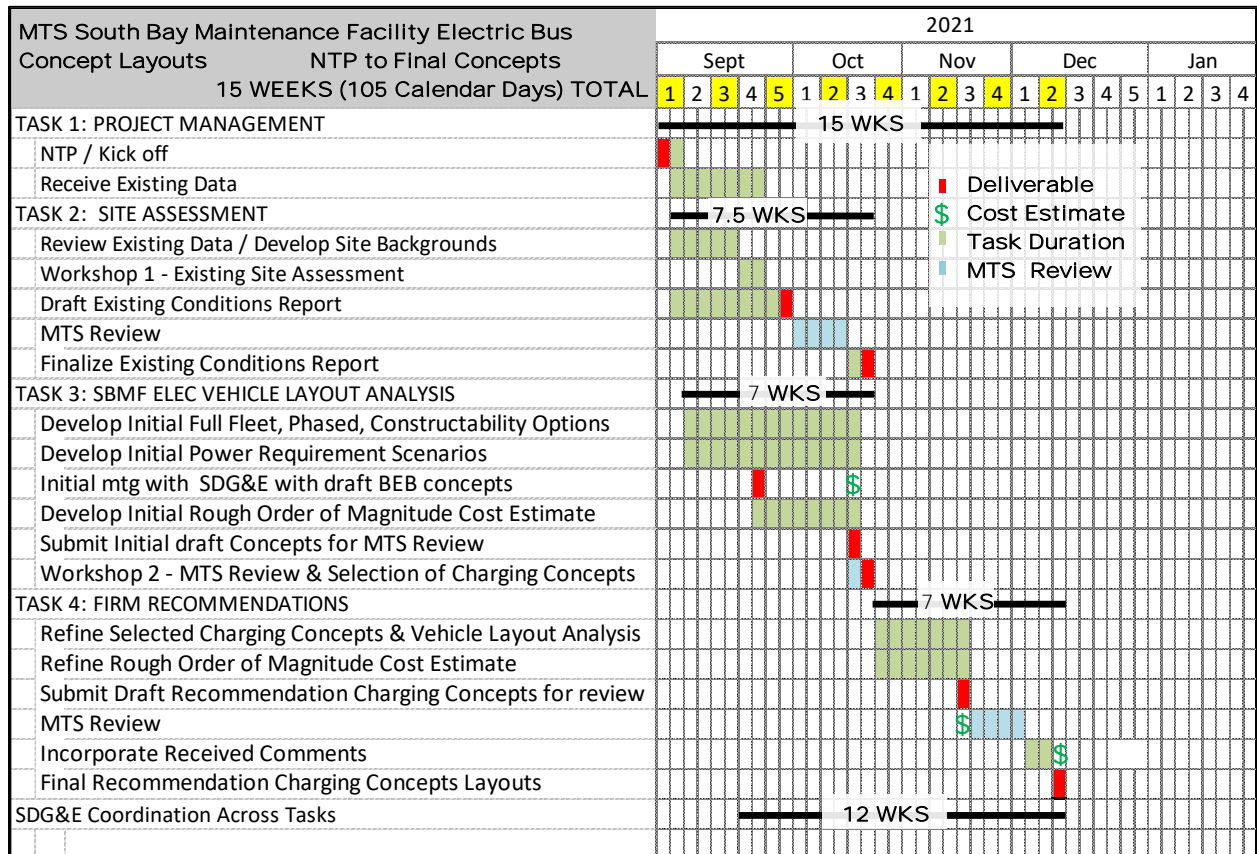
List period of performance for required services.

### IV. DELIVERABLES

List required deliverables, format and number of copies (be specific as necessary).

### V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Our team has prepared an extensive workplan and the milestone schedule below to identify the duration and dates of key tasks and milestones for this project.



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

List all materials to be provided by MTS and/or the Local Agency.

**OR**

Not Applicable.

**VII. SPECIAL CONDITIONS**

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

Not Applicable.

**VIII. MTS ACCEPTANCE OF SERVICES:**

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

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

**IX. DEFICIENT WORK PRODUCT:**

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

- Revising provided documents,

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

**X. DELIVERABLE REQUIREMENTS**

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

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



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

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

**XI. PRICING**

Pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

**XII. ADDITIONAL INFORMATION**

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

**XIII. PREVAILING WAGE**

Prevailing wage rates apply to certain personnel for these services? ☐ Yes ☒ No

If yes, please list classification subject to prevailing wage rates:


# Work Order Estimate Summary

Att. A, AI 21, 09/16/2021

MTS Doc. No.	G2075.0-18
Work Order No.	WOA2075-AE-69
Attachment:	B

Work Order Title: IAD ZEB Master Planning

Project No:

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1		Labor	\$350,858.13
2		ODC	\$16,812.36

Totals = **\$367,670.49**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	247.0	\$68,955.53
2		Site Analysis	393.0	\$80,252.57
3		EV Layout Analysis	880.0	\$151,919.31
4		Firm Recommendations	324.0	\$66,543.08

Totals = **1,844.0** **\$367,670.49**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				DOKKEN ENGINEERING	280.0	\$56,175.60
				WSP	1,542.0	\$304,477.05
X				Aguirre & Associates	22.0	\$7,017.84

Totals = **1,844.0** **\$367,670.49**

## Att. A, Al 21, 09/16/2021

280

**\$56,175.60**

Work Order No.: **WOA2075-AE-69**

**Attachment:** B

A-10

Work Order Estimate  
Summary

Att. A, AI 21, 09/16/2021

Total Hours =	1,542
Total Costs =	\$304,477.05

Consultant/Subconsultant: WSP

MTS Doc. No.: G2075.0-18  
Work Order No.: WOA2075-AE-69

Work Order Title: IAD ZEB Master Planning

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description		Karen Kosup	Brandi Bay	Jewels Carter	Patrcia Gedda	Mekayla Gonzalez	Sean O'Rourke	Ryan Williams	Tyler Hughes	Thomas Lanzer	Apple Gong	Phil Jennings	Jim Baig	John Drayton	James Katungyi	Oriana Wong	Nate Parker			Total Hours	Totals	
			ODCs (See Attachment)	Senior Manager	Project Controls Specialist	Staff Manager	Sr Technical Specialist	Sr Architect	Sr Supervising Engineer	Staff Manager	Sr Supervising Engineer	Sr Supervising Engineer	Sr Technical Specialist	Senior Technical Specialist	Sr Planning Manager	Sr Planning Manager	Intern 2	Engineer I	Engineer II	Engineer I	CADD Operator II			Engineer II
			\$354.73	\$146.53	\$281.52	\$169.95	\$108.55	\$251.64	\$281.52	\$251.64	\$251.64	\$169.95	\$169.95	\$294.84	\$294.84	\$57.08	\$99.56	\$121.92	\$99.56	\$64.87	\$121.92			
1	Task 1	Project Management and Coordination																						
1.1	Project Management			15	60	10																85	\$16,927.95	
1.2	Project Coordination- meetings			20		20																40	\$12,725.00	
1.3	Coordination with Prime & Subconsultants																							
1.4	QA/QC			20		10																30	\$9,909.80	
	Total ODCs for this task		\$5,343.30																				\$5,343.30	
	Subtotals (Hours) =	N/A	55	60	40																	155	\$44,906.05	
	Subtotals (Costs) =	\$5,343.30	\$19,510.15	\$8,791.80	\$11,260.80																	155	\$44,906.05	
2	Task 2	Site Analysis																						
2.1	Existing As-Bult Review					1	4						4									9	\$1,641.12	
2.2	on-site WSP assist to Dokken Work Shop #1			20		20	24						24									88	\$20,882.60	
2.3	WSP assist to Dokken exist report					3	6				4		4									17	\$3,550.62	
2.4	Off-site SDG&E analysis													8								8	\$1,359.60	
2.5	Hydrogen Fuel Cell Infrastrucure - high level					12	16	24			1		4	4								61	\$10,313.88	
2.6	Total ODCs for this task		\$3,360.79																				\$3,360.79	
	Subtotals (Hours) =	N/A	20		36	50	24			5			36	12								183	\$41,108.61	
	Subtotals (Costs) =	\$3,360.79	\$7,094.60		\$10,134.72	\$8,497.50	\$2,605.20			\$1,258.20			\$6,118.20	\$2,039.40								183	\$41,108.61	
3	Task 3	EV Layout Analysis																						
3.1	Confirm Charging Tech			2		12	8	4					8				4					38	\$7,469.42	
3.2	Master Plan Development			2		74	80	60			8						30		24	16	16	24	334	\$53,859.50
3.3	On-site Power Infra Distrb + Resiliency +					10	40	20	8	16	3		4	64			10	32				207	\$34,369.88	
3.4	Off-site Power Power / Utility Coordination					12	8	8			6		4	64			4	64				170	\$25,272.84	
3.5	Operations Review															8						8	\$2,358.72	
3.6	ROM Estimate					4		8			3	8		8	40		4	32	8		8	123	\$23,280.68	
	Total ODCs for this task		\$5,308.27																				\$5,308.27	
	Subtotals (Hours) =	N/A	4		112	136	100	8	16	12	16	16	16	136	40	8	52	128	32	16	16	32	880	\$151,919.31
	Subtotals (Costs) =	\$5,308.27	\$1,418.92		\$31,530.24	\$23,113.20	\$10,855.00	\$2,013.12	\$4,504.32	\$3,019.68	\$4,026.24	\$2,719.20	\$23,113.20	\$11,793.60	\$2,358.72	\$2,968.16	\$12,743.68	\$3,901.44	\$1,592.96	\$1,037.92	\$3,901.44	880	\$151,919.31	
4	Task 4	Firm Recommendations																						
4.1	Work Shop #2			24		36	36				4		36	8								144	\$33,250.80	
4.2	Refine 2 Options			8		12	24	20	6	6	4		16	24	16		20				16	180	\$33,292.28	
	Total ODCs for this task																							
	Subtotals (Hours) =	N/A	32		48	60	20	6	6	8	8		52	32	16		20				16	324	\$66,543.08	
	Subtotals (Costs) =		\$11,351.36		\$13,512.96	\$10,197.00	\$2,171.00	\$1,509.84	\$1,689.12	\$2,013.12	\$2,013.12	\$8,837.40	\$5,438.40	\$4,717.44		\$1,141.60					\$1,950.72	324	\$66,543.08	

1,542	\$304,477.05
-------	--------------

Totals (Summary) =																						
Total (Hours) =	N/A	111	60	236	246	144	14	22	25	24	104	180	56	8	72	128	32	16	16	48	1,542	
Total (Costs) =	\$14,012.36	\$39,375.03	\$8,791.80	\$66,438.72	\$41,807.70	\$15,631.20	3,523	6,193	6,291	6,039	17,675	30,591	16,511	2,359	4,110	12,744	3,901	1,593	1,038	5,852		\$304,477.05
Percentage of Total (Hours) =																						
Percentage of Total (Costs) =	N/A	7.2%	3.9%	15.3%	16.0%	9.3%	0.9%	1.4%	1.6%	1.6%	6.7%	11.7%	3.6%	0.5%	4.7%	8.3%	2.1%	1.0%	1.0%	3.1%	100.0%	
	4.6%	12.9%	2.9%	21.8%	13.7%	5.1%	1.2%	2.0%	2.1%	2.0%	5.8%	10.0%	5.4%	0.8%	1.3%	4.2%	1.3%	0.5%	0.3%	1.9%		100.0%

# Work Order Estimate Summary

Att. A, AI 21, 09/16/2021

Consultant/ Subconsultant: **WSP**

Contract No: **G2075.0-18**

Task Order No. **WOA2075-AE-69**

Work Order Title: **IAD ZEB Master Planning**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00										
2	Deliveries	LS	\$1.00										
3	Mileage	MI	\$0.565	220	\$124.30	189	\$106.79	158	\$89.27				
4	Scanning	LS	\$1.00										
5	Other (Photo, parking, etc.)	LS	\$1.00	164	\$164.00	84	\$84.00	164	\$164.00				
6	Aerial Photography	LS	\$1.00										
7	Hotel	EA	\$250.00	6	\$1,500.00	4	\$1,000.00	6	\$1,500.00				
8	Meals	EA	\$100.00	9	\$900.00	4	\$400.00	9	\$900.00				
9	Airfare	EA	\$800.00	3	\$2,400.00	2	\$1,600.00	3	\$2,400.00				
10	Rental Car	LS	\$85.00	3	\$255.00	2	\$170.00	3	\$255.00				

Subtotal = **\$5,343.30** Subtotal = **\$3,360.79** Subtotal = **\$5,308.27** Subtotal = Subtotal =

## TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics												
2	Deliveries												
3	Mileage											567	\$320.36
4	Scanning												
5	Other (Photo, parking, etc.)											412	\$412.00
6	Aerial Photography												
7	Hotel											16	\$4,000.00
8	Meals											22	\$2,200.00
9	Airfare											8	\$6,400.00
10	Rental Car											8	\$680.00

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$14,012.36**

## Att. A, AI 21, 09/16/2021

MTS Doc. No.: **G2075.0-18**

Total Hours = **22**

Work Order Title: **IAD ZEB Master Planning**

**Attachment:** B

A-13

# Work Order Estimate Summary

Att. A, AI 21, 09/16/2021

Consultant/ Subconsultant: **Aguirre & Associates**

Contract No: **G2075.0-18**

Task Order No. **WOA2075-AE-69**

Work Order Title: **IAD ZEB Master Planning**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Photogrammetry	LS	\$2,800.00			1	\$2,800.00						
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal =  Subtotal = **\$2,800.00** Subtotal =  Subtotal =  Subtotal =

## TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Photogrammetry											1	\$2,800.00
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =  Totals = **\$2,800.00**



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

## Agenda Item No. 22

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

September 16, 2021

#### SUBJECT:

MIDDLETOWN – SWITCH 9 AND 11 CONSTRUCTION MANAGEMENT SERVICES –  
WORK ORDER AMENDMENTS

#### RECOMMENDATION:

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

- 1) Ratify Work Order Amendment No. WOA2017-CM05.01 under MTS Doc No. G2017.0-17 (in substantially the same format as Attachment A) with CH2M HILL Engineering Group, Inc. (CH2M HILL) totaling \$43,082.86 for staff changes and adding inspection services for the Overhead Catenary System (OCS) at Middletown crossover; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2017-CM05.02 under MTS Doc. No. G2017.0-17 (in substantially the same format as Attachment B) with CH2M HILL totaling \$54,214.90 for required construction management services for the replacement of the crossover at 25th and Commercial.

#### Budget Impact

The total budget for this project shall not exceed \$428,284.48. This project is funded by the MTS Capital Improvement Projects (CIP) 2005111301 – Trackwork Replacement 25<sup>th</sup> & Commercial and 2006101101 – Middletown Double Crossover.

*Budget table included on next page...*





<b>MTS Doc No.</b>	<b>Purpose</b>	<b>Amount</b>	<b>Board Approval Date</b>
WOA2017-CM05	Original Construction Management Work Order (CH2M HILL Work Order)	\$330,986.72	3/19/20 (AI 7)
WOA2017-CM05.01	Staff changes and adding inspection services for OCS at Middletown crossover.	\$43,082.86	CEO approval 2/24/21 per Board Policy No. 41
WOA2017-CM05.02	CM services for 25 <sup>th</sup> and Commercial crossover.	\$54,214.90	Today's Proposed Action
<b>Total</b>		<b>\$428,284.48</b>	

#### DISCUSSION:

The Middletown – Switch 9 and 11 Construction Project was approved by the MTS Board of Directors on October 10, 2019 (AI 10). The project consists of the installation of a new double-crossover north of the Middletown Station on the Green Line, which will include minor mainline resurfacing, OCS, and signal upgrades. This project also consists of the replacement of the vehicular crossing National Avenue and the replacement of Switches 9 and 11 on the Orange Line, which will include the installation of new signal upgrades for the special trackwork. On July 24, 2020, add alternate 0 for the replacement of the westbound grade crossing and add alternate 2 for the replacement of the crossover at 25<sup>th</sup> and Commercial were executed. This work needs to be completed in order to ensure the system is in a state of good repair.

The CH2M HILL work order is for the construction management services related to the Middletown – Switch 9 and 11 Construction Project. The original work order includes the overall planning, coordination, and control of this project from beginning through completion (collectively “CM Services”) and services from a Resident Engineer and Field Inspector.

Amendment 1 to the CH2M HILL Work Order was for staff changes and adding inspection services for the OCS at Middletown crossover, which was not included in the original work order.

In today's proposed action, Amendment 2 to the CH2M HILL Work Order will provide the necessary CM services for all work associated with the replacement of the crossover at 25<sup>th</sup> and Commercial to address add alternative 2 work for the Middletown – Switch 9 and 11 Construction Project.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Work Order WOA2017-CM05.01 under MTS Doc. No. G2017.0-17 (Attachment A) with CH2M HILL totaling \$43,082.86, for staff changes and adding inspection services for the OCS at Middletown crossover; and
- 2) Authorize the CEO to execute Work Order WOA2017-CM05.02 under MTS Doc. No. G2017.0-17 (Attachment B) with CH2M HILL totaling \$54,214.90, for CM services for all work associated with the replacement of the crossover at 25<sup>th</sup> and Commercial.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515 [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Executed Work Order WOA2017-CM05.1  
B. Draft Work Order WOA2017-CM05.2



February 16, 2021

MTS Doc. No. G2017.0-17  
Work Order No. WOA2017-CM05.1

James Sterling  
Vice President  
CH2M Hill, Inc.  
402 West Broadway, Suite 1450  
San Diego, CA 92101

Dear Mr. Sterling:

Subject: MTS DOC. NO. G2017.0-17, WOA2017-CM05.1, TRACK INSPECTION SERVICES FOR  
MIDDLETOWN 911 CONSTRUCTION PROJECT. – WORK ORDER AGREEMENT.

This letter shall serve as Amendment 1 to MTS Doc. No. G2017.0-17, WOA2017-CM005, for  
Construction Management services under the Construction Management Consultant Agreement, as  
further described below.

#### SCOPE OF SERVICES

This Amendment is for a staff change and adding services for Overhead Catenary System (OCS) in  
accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of  
Services, for a detailed summary of the services to be provided.

#### SCHEDULE

There shall be no change to the schedule.

#### PAYMENT

The total cost for all work under this Amendment shall not exceed \$43,082.86, per Attachment B,  
Negotiated Fee Proposal, without prior written approval from MTS. The total value of this contract  
including this amendment shall not exceed \$374,069.58.

Sincerely,

A handwritten signature in blue ink, reading 'Sharon Cooney'.

Sharon Cooney  
Chief Executive Officer

Accepted:

A handwritten signature in blue ink, reading 'Allan Fajuaquin'.

Allan Fajuaquin  
CH2M Hill, Inc.

A handwritten signature in blue ink, reading 'Jim Sterling'.

Date: 2/26/2021

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



**WORK ORDER TITLE: Track Inspection Service MTS Doc. No. WOA2017-CM05.1 – Amendment No. 1**

**I. PROJECT DESCRIPTION**

This task order is for construction management and inspection services for the Middletown and Switch 9, 11 Construction projects.

**II. EXPECTED RESULTS**

The contractor will provide construction management services.

**III. REVISED SCOPE OF WORK**

The scope of work shall consist of the following changes to the personnel and inclusion of the OCS inspection:

1.2 CM Services:

The Contractor will provide changes to the personnel a Project Manager, Resident Engineer (RE) and an Admin 3 to handle submittals, RFI's, schedule, etc., a track inspector, signal inspector and added electrical inspector (OCS) from DE for the work order. The approximate hours are shown in the table below and are included in the fee schedule:

Project Manager	Resident Engineer	Admin 3	Track Inspector	Track Inspector - OT (Sat)	Track Inspector - OT (Sun)	Signal/ Electrical Inspector	Signal/ Electrical Inspector - OT (Sat)	Signal/ Electrical Inspector - OT (Sun)
320 HRS	403 HRS	300 HRS	320 HRS	96 HRS	96 HRS	320 HRS	96 HRS	96 HRS

**IV. PERIOD OF PERFORMANCE REMAINS AS:**

May 4<sup>th</sup>, 2020 to July 26<sup>th</sup>, 2021.

**V. FEE CHANGES:**

Inspection for MTS Overhead Catenary System (OCS) has been added to the existing Work Order in the amount of **\$43,082.86** for amendment No. 1.

# Work Order Estimate Summary

Att. A, AI 22, 09/16/2021

MTS Doc. No. **G2017.0-17**

Work Order No. **WOA2017-CM05.1**

Attachment: **B**

**Work Order Title: Track Inspection Services for Middletown, 9 & 11 Construction Amendment 1**

Project No: **CHMTSCM5**

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1	0100	PROJECT MANAGEMENT	\$140,712.20
2	0255	INSPECTION	\$233,357.38

Totals = **\$374,069.58**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	ADMIN	PM & COORDINATION	1,020.00	\$140,712.20
2.1	ENGINEERING	INSPECTION	1,012.00	\$188,364.77
2.2	ENGINEERING	DXO INSPECTION	20.00	\$6,475.20
2.3	ENGINEERING	OCS INSPECTION	130.00	\$38,517.41

Totals = **2,182.00** **\$374,069.58**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Jacobs	1,555.00	\$227,636.10
X		X		Destination Enterprises	627.00	\$146,433.48

Totals = **2,182.00** **\$374,069.58**

Work Order Estimate  
Summary

Att. A, AI 22, 09/16/2021

Total Hours =	1,555
Total Costs =	\$227,636.10

CH2M HILL INC.

MTS Doc. No.:	G2017.0-17
Work Order No.:	WOA2017-CM05.1

Track Inspection Services for Middletown, 9 & 11 Construction Amendment 1

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Michael Albanese	Jean Shin	Sean Kearns	Sean Kearns	Sean Kearns	Sheryl Estey	Total Hours	Totals
				Project Manager	Resident Engineer	Inspector 1 (PW)	Inspector 1 (OT-Sat)	Inspector 1 (DT-Sun/holiday)	Admin 3		
				\$ 213.76	\$ 124.38	\$ 128.51	\$ 176.89	\$ 225.27	\$ 75.19		
90.39 Non PW											
1	ADMIN	PM & COORDINATION									
1.1	0100	INVOICING/SCHEDULING/ADMIN		120	150				300	570	\$66,865.20
1.2	0100	COORDINATION W/MTS, BUS OPERATORS, MTS PROCUREMENT		60	80					140	\$22,776.00
1.3	0100	COORDINATION/OVERSIGHT OF SUBS DESIGN WORK		20	30					50	\$8,006.60
1.4	0100	QA/QC ON DELIVERABLES		120	140					260	\$43,064.40
		Subtotals (Hours) =	1020	320	400				300	1,020	\$140,712.20
		Subtotals (Costs) =		\$68,403.20	\$49,752.00				\$22,557.00	1,020	\$140,712.20
2	ENGINEERING	INSPECTION									
2.1	0255	INSPECTION	\$345.00		3	320	96	96		515	\$80,448.70
2.2	0255	DXO INSPECTION	\$2,200.00	20						20	\$6,475.20
2.3	0255	OCS INSPECTION									
		Subtotals (Hours) =	535	20	3	320	96	96		535	\$86,923.90
		Subtotals (Costs) =	\$2,545.00	\$4,275.20	\$373.14	\$41,123.20	\$16,981.44	\$21,625.92		535	\$86,923.90
Totals (Summary) =										1,555	\$227,636.10
Total (Hours) =			N/A	340	403	320	96	96	300		
Total (Costs) =			\$2,545.00	\$72,678.40	\$50,125.14	\$41,123.20	\$16,981.44	\$21,625.92	\$22,557.00		
Percentage of Total (Hours) =											
Percentage of Total (Costs) =			N/A	22%	26%	21%	6%	6%	19%	100%	
			1%	32%	22%	18%	7%	10%	10%		100%

# Work Order Estimate Summary

Att. A, AI 22, 09/16/2021

Consultant/ Subconsultant: **CH2M HILL INC.**

Contract No: **G2017.0-17**

Task Order No. **WOA2017-CM05.1**

Work Order Title: **Track Inspection Services for Middletown, 9 & 11 Construction Amendment 1**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	TRAVEL EXPENSES	NTE	\$345.00			1	\$345.00						
2	TRAVEL EXPENSES - DXO INSPECTION	NTE	\$2,200.00			1	\$2,200.00						
3													
4													
5													

Subtotal = Subtotal = **\$2,545.00** Subtotal = Subtotal = Subtotal =

## TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8		Task 9		Task 10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	TRAVEL EXPENSES											1	\$345.00
2	TRAVEL EXPENSES - DXO INSPECTION											1	\$2,200.00
3													
4													
5													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$2,545.00**

## Att. A, Al 22, 09/16/2021

Attachment: B

Totals =	627	\$146,433.48
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September 20, 2021

MTS Doc. No. G2017.0-17  
Work Order No. WOA2017-CM05.2

James Sterling  
Vice President  
CH2M Hill, Inc.  
402 West Broadway, Suite 1450  
San Diego, CA 92101

Dear Mr. Sterling:

Subject: MTS DOC. NO. G2017.0-17, WOA2017-CM05.2, TRACK INSPECTION SERVICES FOR  
MIDDLETOWN 911 CONSTRUCTUION PROJECT. – WORK ORDER AGREEMENT.

This letter shall serve as Amendment 2 to MTS Doc. No. G2017.0-17, WOA2017-CM005, for  
Construction Management services under the Construction Management Consultant Agreement, as  
further described below.

#### SCOPE OF SERVICES

This Amendment is for a staff change and adding services for Additional Add Alternate Work in  
accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of  
Services, for a detailed summary of the services to be provided.

#### SCHEDULE

There shall be no change to the schedule.

#### PAYMENT

The total cost for all work under this Amendment shall not exceed \$54,214.90, per Attachment B,  
Negotiated Fee Proposal, without prior written approval from MTS. The total value of this contract  
including this amendment shall not exceed \$428,284.48.

Sincerely,

Accepted:

Sharon Cooney  
Chief Executive Officer

\_\_\_\_\_  
Allan Tanjuaquio  
CH2M Hill, Inc.

Date: \_\_\_\_\_

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





1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 23

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

September 16, 2021

#### SUBJECT:

REGIONAL COMMUNICATION SYSTEMS (RCS) RADIO EQUIPMENT – CONTRACT  
AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2476.0-21 (in substantially the same format as Attachment A) with Motorola Solutions, Inc. for RCS Radio Equipment and Installation in the amount of \$226,001.42.

#### Budget Impact

The total budget for this project shall not exceed \$226,001.42. This project is funded by the Security Operating Budget 420033-571250.

#### DISCUSSION:

The Transit Security and Passenger (TSGP) Safety Department's former communications system consisted of Very High Frequency (VHF) Analog Voice/Steer system with Motorola XPR 7350e handheld radios. The former system was substandard in a number of ways: low power, static, dead spots (weak or no reception) in numerous areas, not secure, insufficient battery life and no ability to communicate directly with law enforcement agencies when working in various jurisdictions (San Diego Police, San Diego Sheriff's Department, Chula Vista Police Department, La Mesa Police Department, El Cajon Police Department, National City Police Department). These issues highlight not only enormous obstacles in conducting routine operations during non-critical information exchange, but also represented an incredible safety issue for our Code Compliance Inspectors (CCI) and contract security officers. Since switching to the RCS Radio System in March 2021, our Code Compliance Inspectors and contracted security officers are now equipped with Motorola APX6000 7/8MHZ, Model 2.5 portable



radios. This radio communications system is far clearer and more reliable. The addition of 35 more APX6000 radios requested will allow us to equip our additional CCI and contracted security officers added to our deployment with the completion of Mid-Coast. The 15 Motorola APX6500 mobile units being requested will allow us to have the RCS radio system in our patrol vehicles as well.

On June 1, 2021, staff issued an Invitation for Bids (IFB). The following bids were received:

<b>Bidder</b>	<b>Total Bid Amount</b>
Twotree Inc.	\$110,814.46
All Time Alert Security (ATAS)	\$115,905.35
Motorola Solutions, Inc.	\$226,001.42
Independent Cost Estimate (ICE)	\$248,767.16

All Time Alert Security (ATAS) and Twotree Inc. were both deemed non-responsive. ATAS was not able to provide all the equipment specified in the solicitation and withdrew their bid. Twotree, Inc. submitted pricing for different equipment without submitting a Request for Approved Equals (RFA). Based on the bids received, and in comparison, with the ICE, staff determined Motorola Solutions, Inc. price to be fair and reasonable.

Therefore, staff recommends the MTS Board authorize the CEO to execute MTS Doc. No. G2476.0-21 with Motorola Solutions, Inc. for RCS Radio Equipment and Installation in the amount of \$226,001.42.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Draft Standard Agreement MTS Doc. No. G2476.0-21  
B. Bid Price Form

1255 Imperial Avenue, Suite 1000 San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

STANDARD AGREEMENT  
FOR

MTS DOC. NO. **G2476.0-21**

**REGIONAL COMMUNICATION SYSTEMS (RCS) RADIO EQUIPMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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: Motorola Solutions, Inc. Address: 500 West Monroe St.  
Chicago, IL 60661

Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: jburch@motorolasolutions.com

Telephone: (971) 219-8970

Authorized person to sign contracts Jerry Burch Vice President  
Name Title

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

The contract term is estimated to be six (6) months effective October 1, 2021 through March 31, 2022.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$226,001.42 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MOTOROLA SOLUTIONS, INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	

**BID PRICE FORM**

Item	Description	Quantity	All Time Alert Security (ATAS)		Twotree Inc		Motorla Solutions, Inc	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	APX 6000 Model 2.5 Portable Radios	34	\$600	\$20,400	\$1,630.20	\$55,426.80	\$3,730.01	\$126,820.34
2	APX Spare Battery	17	\$94	\$1,598	\$120.78	\$2,053.26	\$148.50	\$2,524.50
3	Impres 6-unit Multi-Charger	6	\$593	\$3,558	\$491.70	\$2,950.20	\$986.25	\$5,917.50
4	APX6500 Vehicle Radios	15	\$1,300	\$19,500	\$1,929.21	\$28,938.15	\$4,123.14	\$61,847.10
5	Onsite Installation of Vehicles Radios	1	\$150	\$150	\$9,375	\$9,375	\$13,616	\$13,616
6	3-Year Extended Warranty - Portable Radios	34	\$700	\$23,800	\$105	\$3,570	\$0	\$0
7	3-Year Extended Warranty - Vehicle Radios	15	\$120.99	\$1,814.85	\$105	\$1,575	\$0	\$0
8	Delivery Cost		\$28.50	\$28.50		\$0	\$0	\$0
9	CA @ 7.750%			\$45,056		\$6,926.05	\$15,275.98	\$15,275.98
				<b>\$115,905.35</b>		<b>\$110,814.46</b>		<b>\$226,001.42</b>
			Non-Responsive		Non-Responsive		The only responsive bidder	



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

## Agenda Item No. 24

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

September 16, 2021

#### SUBJECT:

WIRELESS VOICE COMMUNICATIONS NETWORK AGREEMENT WITH SAN DIEGO COUNTY – IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEMS (RCS) – CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. G1893.0-16 with RCS (in substantially the same format as Attachment A) to add an additional seventy-five (75) radio connections to the RCS network for a total of two-hundred forty-five (245), and extend the contract through June 30, 2026, in the amount of \$1,047,404.89.

#### Budget Impact

The total budget for this project shall not exceed \$1,047,404.89 and the total cost of this contract shall be increased to \$1,421,668.80. The expected additional expenditure through June 30, 2026 is from three account assignments, as demonstrated below:

Expected Expenditure October 2021-June 30, 2026				
Department	Account Code	Grant Funds	MTS Funds	Total Funds
Security Services	420010-571250	\$283,001.04	\$698,509.00	\$981,510.04
Taxi	761018-571250	-	\$17,571.96	\$17,571.96
Rural Bus	825012-571250	-	\$48,322.89	\$48,322.89
Total				\$1,047,404.89

#### DISCUSSION:

The RCS system is a wireless voice communications system used by law enforcement, fire departments and other emergency service providers in San Diego and Imperial Counties to communicate using wireless radios throughout the region. MTS Transit



Security and Passenger Safety Department's previous communications system consisted of Very High Frequency (VHF) Analog Voice/Steer system with Motorola XPR 7350e handheld radios. The former system was substandard in a number of ways: low power, static, dead spots (weak or no reception) in numerous areas, not secure, insufficient battery life and no ability to communicate directly with law enforcement agencies when working in various jurisdictions (San Diego Police, San Diego Sheriff's Department, Chula Vista Police Department, La Mesa Police Department, El Cajon Police Department, National City Police Department). These issues highlighted not only enormous obstacles in conducting routine operations during non-critical information exchange, but also represented an incredible safety issue for our Code Compliance Inspectors (CCI) and contract Transit Systems Security (TSS).

RCS is a reliable system managed by the San Diego RCS. By switching to the RCS system in March 2021, the Transit Security and Passenger Safety Department immediately improved the ability of our field personnel to communicate effectively and reliably with the communications center as well as their partners in the field. The ongoing use of this system will ensure the continued efficient and effective communication between all security partners.

The agreement with the County is quantity based and the number of radios MTS operates determines the annual cost. MTS is utilizing the TSGP grants to expand our radio coverage and count in preparation for the opening of the Mid-Coast alignment.

The monthly cost for RCS per radio is \$77.07. MTS is currently utilizing 122 radios, a cost of \$112,830.48 annually. The existing contract limits MTS to 170 total radios. Today's proposed action would authorize MTS to increase that number to 245. The excess capacity will allow for continued expansion of the radio system during the next five years without needing to modify the contract. MTS will only be charged for the number of active radios.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G1893.3-16 to add an additional seventy-five (75) radio connections to the RCS network for a total of two-hundred forty-five (245) and extend the contract through June 30, 2026 for an amendment amount of \$1,047,404.89.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachment: A. Draft MTS Doc. No. G1893.3-16

**AMENDMENT No. 3  
SAN DIEGO COUNTY - IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM  
CUSTOMER AGREEMENT BETWEEN  
THE COUNTY OF SAN DIEGO  
AND METROPOLITAN TRANSIT DEVELOPMENT BOARD**

**RECITALS**

**AR.1** On April 1, 2016, the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department (COUNTY) and Metropolitan Transit Development Board (CUSTOMER) executed a Customer Agreement (Agreement) for use of the San Diego County – Imperial County Regional Communications System (RCS).

**AR.2** Agreement Paragraph 20 states: " This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement."

**AMENDMENT**

**A.** COUNTY and CUSTOMER agree that the Agreement shall be amended to read as follows:

**9. Radio Limit**

CUSTOMER is authorized to use up to 245 radios in the RCS without approval of the RCS BOD.

**B.** The termination date in Amendment #2 is hereby changed to June 30, 2026.

Except as otherwise provided by this AMENDMENT No. 3, the Agreement, Amendment No.1, Amendment No. 2, and each and every other term and condition therein, shall remain in full force and effect.

Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 1 to the original Agreement, such AMENDMENT No. 3 being effective:

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (To be filled in by Clerk of the Board).  
Day Month Year



APPROVAL:

RCS Board of Directors

Jim Lydon, Fire Chief

RCS BOD Chair

Date: \_\_\_\_\_

APPROVAL:

County of San Diego

Andrew Potter

Clerk of the Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

Office of the County Counsel

Mark Day, Senior Deputy

Date: \_\_\_\_\_

APPROVAL:

Metropolitan Transit Development Board

Sharon Cooney, Chief Executive Officer

Date: \_\_\_\_\_



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

## Agenda Item No. 25

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

September 16, 2021

#### SUBJECT:

ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE AND REPAIR –  
CONTRACT AMENDMENT

#### RECOMMENDATION:

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

- 1) Ratify Amendment No. 2 to MTS Doc No. PWG281.0-19 (in substantially the same format as Attachment A) with KONE, Inc. (KONE) totaling \$27,625.00 for the provision of elevator emergency call monitoring services, and the addition of a second elevator at the Fashion Valley Station; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc No. PWG281.0-19 (in substantially the same format as Attachment B) with KONE totaling \$993,886.29 for the provision of elevator emergency call monitoring services for sixteen (16) elevators in the Mid-Coast stations along the UC San Diego Blue Line, and elevator and escalator preventive maintenance and repair services for the aforementioned Mid-Coast elevators, as well as the second elevator at the Fashion Valley Station.

#### Budget Impact

The total contract amount shall not exceed \$3,225,154.95. The contract will be funded through the respective fiscal years' maintenance operating budget accounts as follows:

	<i>Budget Account</i>	<i>Budget Amount</i>
San Diego Transit Corporation (SDTC)	331014-536500	\$78,923.36
San Diego Trolley, Inc. (SDTI)	380016-536500	\$2,172,082.31
Bus Rapid Transit (BRT)	846012-571140	\$974,149.28
Total:		\$3,225,154.95



## DISCUSSION:

On November 19, 2019, the MTS Board approved MTS Doc No. PWG281.0-19 to KONE for full elevator and escalator preventive maintenance and repair services, including all inspections, adjustments, tests, parts replacement, and repairs. At the time of the award, MTS had twenty elevators and four escalators at various rapid bus and trolley stations and transit facilities that supported movement of MTS patrons and staff that required continued preventive maintenance and as-needed repairs. Since the initial award, MTS installed an additional elevator at the Fashion Valley Station location, and moved elevator emergency call monitoring services from its current provider to KONE. Furthermore, the Mid-Coast/UC San Diego Blue Line Extension - which is set to begin revenue service in November 2021 – will add sixteen (16) elevators requiring both preventive maintenance and as-needed repairs, and elevator emergency call monitoring services.

The resulting effects of preventative maintenance and repair activities, the elevator emergency call monitoring services for MTS elevators and escalators will be the continuous use of the equipment at the established capacity and efficiency for their intended purposes, and the continuous safety of MTS patrons and staff respectively.

On March 16, 2020, the CEO approved Amendment 1, which added Green Clean Services (a Women's Business Enterprise (WBE) firm) as a subcontractor to the agreement for glass cleaning services. This was a no cost Amendment.

On June 8, 2021, the CEO approved Amendment 2, which provided elevator emergency call monitoring services, and the addition of a second elevator at the Fashion Valley Station.

Under proposed Amendment 3, KONE will provide elevator emergency call monitoring services for sixteen (16) elevators in the Mid-Coast stations along the UC San Diego Blue Line, and elevator and escalator preventive maintenance and repair services for the aforementioned Mid-Coast elevators, as well as the second elevator at the Fashion Valley Station.

The contract and subsequent amendments are summarized below:

<b>Contract/ Amendment</b>	<b>Purpose</b>	<b>Amount</b>	<b>Board Approval Date</b>
PWG281.0-19	Original contract	\$2,203,643.66	11/19/19 (AI 9)
Amendment 1	Addition of subcontractor	\$0.00	CEO Approval 3/16/20
Amendment 2	Add elevator and elevator emergency call back services	\$27,625.00	CEO Approval 6/8/21 per Board Policy No. 41
Amendment 3	Add preventive maintenance services and elevator emergency call services for Mid- Coast elevators	\$993,886.29	Today's proposed action
<b>TOTAL</b>		<b>\$3,225,154.95</b>	

Initially, KONE's proposed pricing for preventive maintenance and as-needed repair services for the Mid-Coast elevators, and the new Fashion Valley elevator was \$1,376,272.19 for a period of approximately 5 years. Through negotiations, staff was able to reduce the pricing to \$993,886.29 for the same period. Based on current pricing in the agreement, staff deems preventive maintenance pricing in the amendment to be fair and reasonable.

That the MTS Board of Directors:

- 1) Ratify Amendment No. 2 to MTS Doc No. PWG281.0-19 (in substantially the same format as Attachment A) with KONE totaling \$27,625.00 for the provision of elevator emergency call monitoring services, and the addition of a second elevator at the Fashion Valley Station; and
- 2) Authorize the CEO to execute Amendment No. 3 to MTS Doc No. PWG281.0-19 (in substantially the same format as Attachment B) with KONE totaling \$993,886.29 for the provision of elevator emergency call monitoring services for sixteen (16) elevators in the Mid-Coast stations along the UC San Diego Blue Line, and elevator and escalator preventive maintenance and repair services for the aforementioned Mid-Coast elevators, as well as the second elevator at the Fashion Valley Station.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.tuer@sdmts.com](mailto:Julia.tuer@sdmts.com)

Attachments: A. Executed Amendment 2 MTS Doc. No. PWG281.1-19  
B. Draft Amendment 3 MTS Doc No. PWG281.2-19

1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

## Amendment 2

Effective Date: May 12, 2021

MTS Doc No. PWG281.0-19

### ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR

KONE, Inc.  
Mr. Jeff Couture  
KONE San Diego Branch Manager  
9850 Businesspark Ave.  
San Diego, CA 92131

This shall serve as Amendment No.2 to the original agreement PWG281.0-19 as further described below.

### SCOPE

Pursuant to the Scope of Work of, the San Diego Metropolitan Transit System (MTS) shall revise the Scope of Work as follows (Attachment A):

1. Add a second elevator to Paragraph B.4, Equipment Listing and Locations Group B – SDTI at the Fashion Valley Trolley Station located at 1205 Fashion Valley Rd., San Diego, CA 92108.
2. Add Elevator Emergency Call Monitoring Services as Section B.18 to the agreement. (With one exception listed herein, these services will commence on August 1, 2021.)
3. KONE agrees to perform Elevator Emergency Call Monitoring Services for the new elevator at the Fashion Valley Trolley Center at no cost through July 31, 2021.
4. Revise KONE pricing Table I, Items 4,5,6, 9, 10, 11, 12, 13 and 14 to include \$25.00 per elevator, per month for Elevator Emergency Call Monitoring Services for patron elevators (Attachment B)

### SCHEDULE

There shall be no change as a result of this Amendment. The agreement shall remain in effect through December 31, 2026.


### PAYMENT


This contract amendment shall authorize additional costs not to exceed \$27,625.00. The total value of this contract including this amendment shall be in the amount of \$2,231,268.66. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

  
\_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

  
\_\_\_\_\_  
Mr. Jeff Couture, KONE San Diego  
Branch Manager  
KONE, Inc.

Attachement: A, Revised Scope of Work  
B, Revised KONE Bid Form

Date: 6/8/2021

# **ATTACHMENT A REVISED SCOPE OF WORK**

#### B.4 EQUIPMENT LISTING AND LOCATIONS

It is the intent of these scope/specifications to obtain complete maintenance for the following elevators and escalators listed below:

##### Group B - SDTI

LOCATION	ADDRESS	MAKE/MODEL	DESCRIPTION	QTY
Fashion Valley Trolley Station	1205 Fashion Valley Rd. San Diego, CA 92108	Dover 37-23290 / Hydraulic & KONE MonoSpace 700 (Mono700 C-Process)/Traction	With phone landing/opening	2 Elevators
Qualcomm Stadium Trolley Station	9449 Friars Rd. San Diego, CA 92108	Dover 37-23290 / Hydraulic	With phone landing/opening	1 Elevator
Grantville Trolley Station	4510 Alvarado Canyon Rd. San Diego, CA 92120	KONE / Hydraulic	Passenger, with phones	2 Elevators
SDTI Building A	12 S. 13 <sup>th</sup> Street San Diego, CA 92113	OTIS / Hydraulic	Passenger	1 Elevator



## **2.6 ELEVATOR EMERGENCY CALL MONITORING SERVICES**

Monitoring services shall include, but not limited to, 1) receiving trouble calls MTS elevators; 2) following documented procedures in verifying events to determine if further action is necessary; 3) sequentially notifying all appropriate authorities in a timely manner; 4) recording, logging and documenting all signal transactions and 5) related actions in a concise and secure manner.

All costs, if any, associated with the initial installation and all recurring service charges for the telephone line and connection devices referenced herein shall be included in the monthly charges associated with the monitoring system.

### **A. PROCEDURES FOR MONITORING OF ELEVATOR EMERGENCY CALLS**

Upon receiving an elevator emergency call, Contractor shall immediately notify EMS and MTS at the designated phone number.

### **B. REPORTING REQUIREMENTS**

Within five (5) working days after the end of every month, a written report shall be submitted to MTS indicating all activity for that month including, the date, time and location of each activity along with a description of the action(s) taken.

**ATTACHMENT B  
REVISED KONE BID FORM**

BID FORM -Elevator and Escalator Maintenance and As-Needed Repair Services and EMERGENCY CALL MONITORING SERVICES

KONE

Table I: ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR AND EMERGENCY CALL MONITORING SERVICES*				Year One 1/1/20 - 12/31/20		Year Two 1/1/21 - 12/31/21		Year Three 1/1/22 - 12/31/22		Year Four 1/1/23 - 12/31/23		Year Five 1/1/24 - 12/31/24		Year Six 1/1/25 - 12/31/25		Year Seven 1/1/26 - 12/31/26	
Group	Item	Location	Quantity.	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Group A - SDTC	1	Administration Bldg. (IAD) - 100 16th St. San Diego, CA. 92101 - 1 Elevator															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
	2	Adm. RAM Bldg. (IAD) - 100 16th St., San Diego, CA. 92101 - 1 Elevator															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
	3	Storeroom Area (KMD) - 4630 Ruffner St., San Diego, CA. 92111 - 1 Elevator															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
Group B - SDTI	4	Fashion Valley Trolley Station - 1205 Fashion Valley Rd., San Diego, CA 92108 - 2 Elevators															
		Preventive Maintenance and Repair**	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	5	Qualcomm Stadium Trolley Station - 9449 Friars Rd., San Diego, CA 92108 - 1 Elevator															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Emergency Call Monitoring Services	12			\$ 25.00	\$ 125.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
	6	Grantville Trolley Station - 4510 Alvarado Canyon Rd. , San Diego, CA 92120 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 465.52	\$ 5,586.19	\$ 480.78	\$ 5,769.42	\$ 496.55	\$ 5,958.66	\$ 512.84	\$ 6,154.10	\$ 529.66	\$ 6,355.95	\$ 547.04	\$ 6,564.48	\$ 564.98	\$ 6,779.74
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	7	SDTI Building A - 12 S. 13th Street, San Diego, CA 92113 - 1 Elevator															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
	8	San Diego State University - 5260 Campanille San Diego, CA 92182 - 4 Escalators															
		Preventive Maintenance and Repair	12	\$ 5,169.99	\$ 62,039.82	\$ 5,339.56	\$ 64,074.73	\$ 5,514.70	\$ 66,176.38	\$ 5,695.58	\$ 68,346.97	\$ 5,882.40	\$ 70,588.75	\$ 6,075.34	\$ 72,904.08	\$ 6,274.61	\$ 75,295.31
	9	Grossmont Trolley Station - 8601 Fletcher Pkwy., La Mesa, CA 91942 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
Group C - BRT	10	Sabre Springs Transit Station - 13538 Sabre Springs Pkwy., San Diego, CA 92128 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	11	Centerline Station Northbound El Cajon Blvd. - 4024 El Cajon Blvd., San Diego, CA 92105 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	12	Centerline Station Southbound El Cajon Blvd. - 4023 El Cajon Blvd., San Diego, CA 92105 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	13	Centerline Station Northbound University Ave. - 4024 University Ave., San Diego, CA 92105 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	14	Centerline Station Southbound University Ave. - 4023 University Ave., San Diego, CA 92105 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
Table I Subtotals					\$ 154,876.67		\$ 162,081.62		\$ 170,303.20		\$ 175,721.86		\$ 181,318.26		\$ 187,098.72		\$ 193,067.76

Table II: EMERGENCY AND NON-EMERGENCY CALL BACK SERVICES			Year One	1/1/20 - 12/31/20	Year Two	1/1/21 - 12/31/21	Year Three	1/1/22 - 12/31/22	Year Four	1/1/23 - 12/31/23	Year Five	1/1/24 - 12/31/24	Year Six	1/1/25 - 12/31/25	Year Seven	1/1/26 - 12/31/26
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Single Man Crew - Straight Time Hourly Rate	92	\$ 220.25	\$ 20,263.00	\$ 227.41	\$ 20,921.55	\$ 234.80	\$ 21,601.50	\$ 242.43	\$ 22,303.55	\$ 250.31	\$ 23,028.41	\$ 258.44	\$ 23,776.84	\$ 266.84	\$ 24,549.58
2	Two Man Crew - Straight Time Hourly Rate	56	\$ 405.02	\$ 22,681.12	\$ 418.18	\$ 23,418.26	\$ 431.77	\$ 24,179.35	\$ 445.81	\$ 24,965.18	\$ 460.30	\$ 25,776.55	\$ 475.26	\$ 26,614.28	\$ 490.70	\$ 27,479.25
3	Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	91	\$ 374.42	\$ 34,072.22	\$ 386.59	\$ 35,179.57	\$ 399.15	\$ 36,322.90	\$ 412.13	\$ 37,503.40	\$ 425.52	\$ 38,722.26	\$ 439.35	\$ 39,980.73	\$ 453.63	\$ 41,280.10
4	Two Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	56	\$ 688.82	\$ 38,573.92	\$ 711.21	\$ 39,827.57	\$ 734.32	\$ 41,121.97	\$ 758.19	\$ 42,458.43	\$ 782.83	\$ 43,838.33	\$ 808.27	\$ 45,263.08	\$ 834.54	\$ 46,734.13
Table II Subtotals:				\$ 115,590.26		\$ 119,346.94		\$ 123,225.72		\$ 127,230.55		\$ 131,365.55		\$ 135,634.93		\$ 140,043.06

Table III: REPLACEMENT PARTS		Year One	1/1/20 - 12/31/20	Year Two	1/1/21 - 12/31/21	Year Three	1/1/22 - 12/31/22	Year Four	1/1/23 - 12/31/23	Year Five	1/1/24 - 12/31/24	Year Six	1/1/25 - 12/31/25	Year Seven	1/1/26 - 12/31/26
Item	Description	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
1	Annual Materials/Parts Allowance	10%	\$ 12,768.80	10%	\$ 13,407.23	10%	\$ 14,077.60	10%	\$ 14,784.96	10%	\$ 15,520.47	10%	\$ 16,296.49	10%	\$ 17,111.31
2	Materials markup		\$ 1,276.88		\$ 1,340.72		\$ 1,407.76		\$ 1,478.50		\$ 1,552.05		\$ 1,629.65		\$ 1,711.13
Table III Subtotals:			\$ 14,045.68		\$ 14,747.95		\$ 15,485.36		\$ 16,263.46		\$ 17,072.52		\$ 17,926.14		\$ 18,822.44

Grand Total	\$ 2,231,268.66
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## Amendment 3

Effective Date: September 16, 2021  
ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR  
KONE, Inc.  
Mr. Jeff Couture  
KONE San Diego Branch Manager  
9850 Businesspark Ave.  
San Diego, CA 92131

MTS Doc No. PWG281.0-19

This shall serve as Amendment No.3 to the original agreement PWG281.0-19 as further described below.

### SCOPE

Pursuant to the Scope of Work of, the San Diego Metropolitan Transit System (MTS) shall revise the Scope of Work as follows (Attachment A):

1. Add a sixteen (16) elevators at five (5) station locations along the Mid-Coast/Blue Line extension to Paragraph B.4, Equipment Listing and Locations as Group D.
2. Add preventive maintenance and repair services for the new elevator at the Fashion Valley Trolley Center (Item 4) to the KONE pricing Table I.
3. Add Items 15, 16, 17, 18 and 19 to the KONE pricing Table I, for Elevator Emergency Call Monitoring Services and preventive maintenance and repair services (Attachment B)

### SCHEDULE

There shall be no change as a result of this Amendment. The agreement shall remain in effect through December 31, 2026.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$993,886.29. The total value of this contract including this amendment shall be in the amount of \$3,225,154.95. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

---

Sharon Cooney, Chief Executive Officer

---

Mr. Jeff Couture, KONE San Diego  
Branch Manager  
KONE, Inc.

Date: \_\_\_\_\_

Attachments: A, Revised Scope of Work  
B, Revised KONE Bid Form



**ATTACHMENT A  
REVISED SCOPE OF WORK**

#### B.4 EQUIPMENT LISTING AND LOCATIONS

It is the intent of these scope/specifications to obtain complete maintenance for the following elevators and escalators listed below:

##### Group D – Mid-Coast

LOCATION	ADDRESS	MAKE/MODEL	DESCRIPTION NETWORK (7MILL)	QTY
Nobel Station	4-1 (NW) 4-2 4-3	43271865 44020478 44020479	70992078 71584573 71584574	3 Elevators
Pepper Canyon Station	6-1 6-2	43271852 43271853	70992065 70992066	2 Elevators
Voight Dr. Station	7-1 (NW) 7-2 (SW) 7-3 (SE)	43271854 43271855 43271856	70992067 70992068 70992069	3 Elevators
UTC Station	9-1 (NE) 9-2 (SE) 9-3 (SW) 9-4 (NW)	43271857 43271858 43271859 43271860	70992070 70992071 70992072 70992073	4 Elevators
Executive Station	8-1 (SE) 8-2 (SE) 8-3 (NW) 8-4 (NW)	43271861 43271862 43271863 43271864	70992074 70992075 70992076 70992077	4 Elevators

**ATTACHMENT B  
REVISED KONE BID FORM**



BID FORM -Elevator and Escalator Maintenance and As-Needed Repair Services and EMERGENCY CALL MONITORING SERVICES

KONE

Table I: ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR AND EMERGENCY CALL MONITORING SERVICES*				Year One 1/1/20 - 12/31/20		Year Two 1/1/21 - 12/31/21		Year Three 1/1/22 - 12/31/22		Year Four 1/1/23 - 12/31/23		Year Five 1/1/24 - 12/31/24		Year Six 1/1/25 - 12/31/25		Year Seven 1/1/26 - 12/31/26	
Group	Item	Location	Quantity.	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Group A - SDTC	1	Administration Bldg. (IAD) - 100 16th St. San Diego, CA. 92101 - <b>1 Elevator</b>															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
	2	Adm. RAM Bldg. (IAD) - 100 16th St., San Diego, CA. 92101 - <b>1 Elevator</b>															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
	3	Storeroom Area (KMD) - 4630 Ruffner St., San Diego, CA. 92111 - <b>1 Elevator</b>															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
Group B - SDTI	4	Fashion Valley Trolley Station - 1205 Fashion Valley Rd., San Diego, CA 92108 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair <sup>2</sup>	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 782.60	\$ 6,719.57	\$ 808.27	\$ 9,699.20	\$ 834.78	\$ 10,017.33	\$ 862.16	\$ 10,345.93	\$ 890.44	\$ 10,685.25
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	5	Qualcomm Stadium Trolley Station - 9449 Friars Rd., San Diego, CA 92108 - <b>1 Elevator</b>															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 25.00	\$ 125.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
	6	Grantville Trolley Station - 4510 Alvarado Canyon Rd. , San Diego, CA 92120 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 465.52	\$ 5,586.19	\$ 480.78	\$ 5,769.42	\$ 496.55	\$ 5,958.66	\$ 512.84	\$ 6,154.10	\$ 529.66	\$ 6,355.95	\$ 547.04	\$ 6,564.48	\$ 564.98	\$ 6,779.74
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	7	SDTI Building A - 12 S. 13th Street, San Diego, CA 92113 - <b>1 Elevator</b>															
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
	8	San Diego State University - 5260 Campanille San Diego, CA 92182 - <b>4 Escalators</b>															
		Preventive Maintenance and Repair	12	\$ 5,169.99	\$ 62,039.82	\$ 5,339.56	\$ 64,074.73	\$ 5,514.70	\$ 66,176.38	\$ 5,695.58	\$ 68,346.97	\$ 5,882.40	\$ 70,588.75	\$ 6,075.34	\$ 72,904.08	\$ 6,274.61	\$ 75,295.31
	9	Grossmont Trolley Station - 8601 Fletcher Pkwy., La Mesa, CA 91942 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
Group C - BRT	10	Sabre Springs Transit Station - 13538 Sabre Springs Pkwy., San Diego, CA 92128 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	11	Centerline Station Northbound El Cajon Blvd. - 4024 El Cajon Blvd., San Diego, CA 92105 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	12	Centerline Station Southbound El Cajon Blvd. - 4023 El Cajon Blvd., San Diego, CA 92105 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	13	Centerline Station Northbound University Ave. - 4024 University Ave., San Diego, CA 92105 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	14	Centerline Station Southbound University Ave. - 4023 University Ave., San Diego, CA 92105 - <b>2 Elevators</b>															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services <sup>1</sup>	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
- Mid-Coast	15	Nobel Station - <b>3 Elevators</b>															
		Preventive Maintenance and Repair <sup>3</sup>	12					\$ 1,602.96	\$ 14,426.64	\$ 1,655.54	\$ 19,866.45	\$ 1,709.84	\$ 20,518.06	\$ 1,765.92	\$ 21,191.06	\$ 1,823.84	\$ 21,886.12
		Emergency Call Monitoring Services <sup>4</sup>	12			\$ 150.00	\$ 300.00	\$ 75.00	\$ 150.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00
	16	Pepper Canyon Station - <b>2 Elevators</b>															
		Preventive Maintenance and Repair <sup>5</sup>	12					\$ 1,068.64	\$ 2,137.28	\$ 1,103.69	\$ 13,244.30	\$ 1,139.89	\$ 13,678.71	\$ 1,177.28	\$ 14,127.37	\$ 1,215.90	\$ 14,590.75
		Emergency Call Monitoring Services <sup>4</sup>	12			\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	17	Voight Dr. Station - <b>3 Elevators</b>															
		Preventive Maintenance and Repair <sup>5</sup>	12					\$ 1,602.96	\$ 3,205.92	\$ 1,655.54	\$ 19,866.45	\$ 1,709.84	\$ 20,518.06	\$ 1,765.92	\$ 21,191.06	\$ 1,823.84	\$ 21,886.12

Att. B, AI 25, 09/16/2021																	
Group D		Emergency Call Monitoring Services <sup>4</sup>	12		\$ 150.00	\$ 300.00	\$ 75.00	\$ 150.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	
	18	UTC Station - <b>4 Elevators</b>														\$ -	
		Preventive Maintenance and Repair <sup>5</sup>	12				\$ 2,137.28	\$ 4,274.56	\$ 2,207.38	\$ 26,488.59	\$ 2,279.78	\$ 27,357.42	\$ 2,354.56	\$ 28,254.74	\$ 2,431.79	\$ 29,181.50	
		Emergency Call Monitoring Services <sup>4</sup>	12		\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	
	19	Executive Station - <b>4 Elevators</b>														\$ -	
		Preventive Maintenance and Repair <sup>5</sup>	12				\$ 2,137.28	\$ 4,274.56	\$ 2,207.38	\$ 26,488.59	\$ 2,279.78	\$ 27,357.42	\$ 2,354.56	\$ 28,254.74	\$ 2,431.79	\$ 29,181.50	
		Emergency Call Monitoring Services <sup>4</sup>	12		\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	
Table I Subtotals					\$ 154,876.67		\$ 163,681.62		\$ 203,162.40		\$ 293,098.39		\$ 302,387.29		\$ 311,981.38		\$ 321,889.13

Table II: EMERGENCY AND NON-EMERGENCY CALL BACK SERVICES			Year One	1/1/20 - 12/31/20	Year Two	1/1/21 - 12/31/21	Year Three	1/1/22 - 12/31/22	Year Four	1/1/23 - 12/31/23	Year Five	1/1/24 - 12/31/24	Year Six	1/1/25 - 12/31/25	Year Seven	1/1/26 - 12/31/26
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Single Man Crew - Straight Time Hourly Rate <sup>6</sup>	92	\$ 220.25	\$ 20,263.00	\$ 227.41	\$ 20,921.55	\$ 234.80	\$ 28,645.46	\$ 242.43	\$ 29,576.44	\$ 250.31	\$ 30,537.68	\$ 258.44	\$ 31,530.15	\$ 266.84	\$ 32,554.88
2	Two Man Crew - Straight Time Hourly Rate <sup>6</sup>	56	\$ 405.02	\$ 22,681.12	\$ 418.18	\$ 23,418.26	\$ 431.77	\$ 39,291.44	\$ 445.81	\$ 40,568.42	\$ 460.30	\$ 41,886.89	\$ 475.26	\$ 43,248.21	\$ 490.70	\$ 44,653.78
3	Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate <sup>6</sup>	91	\$ 374.42	\$ 34,072.22	\$ 386.59	\$ 35,179.57	\$ 399.15	\$ 56,280.54	\$ 412.13	\$ 58,109.66	\$ 425.52	\$ 59,998.22	\$ 439.35	\$ 61,948.17	\$ 453.63	\$ 63,961.48
4	Two Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate <sup>6</sup>	56	\$ 688.82	\$ 38,573.92	\$ 711.21	\$ 39,827.57	\$ 734.32	\$ 66,823.20	\$ 758.19	\$ 68,994.95	\$ 782.83	\$ 71,237.29	\$ 808.27	\$ 73,552.50	\$ 834.54	\$ 75,942.96
Table II Subtotals:				\$ 115,590.26		\$ 119,346.94		\$ 191,040.65		\$ 197,249.47		\$ 203,660.08		\$ 210,279.03		\$ 217,113.10

Table III: REPLACEMENT PARTS			Year One	1/1/20 - 12/31/20	Year Two	1/1/21 - 12/31/21	Year Three	1/1/22 - 12/31/22	Year Four	1/1/23 - 12/31/23	Year Five	1/1/24 - 12/31/24	Year Six	1/1/25 - 12/31/25	Year Seven	1/1/26 - 12/31/26
Item	Description		% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
1	Annual Materials/Parts Allowance <sup>7</sup>		10%	\$ 12,768.80	10%	\$ 13,407.23	10%	\$ 33,247.60	10%	\$ 33,954.96	10%	\$ 34,690.47	10%	\$ 35,466.49	10%	\$ 36,281.31
2	Materials markup			\$ 1,276.88		\$ 1,340.72		\$ 3,324.76		\$ 3,395.50		\$ 3,469.05		\$ 3,546.65		\$ 3,628.13
Table III Subtotals:				\$ 14,045.68		\$ 14,747.95		\$ 36,572.36		\$ 37,350.46		\$ 38,159.52		\$ 39,013.14		\$ 39,909.44

Grand Total	\$ 3,225,154.95
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<sup>1</sup>Elevator Emergency Call Monitoring Services commence on August 1, 2021. Hence, pricing for Year 2 is only for five months (August - December)

<sup>2</sup>PM of second Fashion Valley Elevator to commence on June 1, 2022. Hence, pricing for Year 3 in only for seven months (June - December) at \$534.32 per month.

<sup>3</sup>PM services to begin in April 2022. Hence, pricing for Year 3 is only for nine months (April - December)

<sup>4</sup>Elevator Emergency Call Monitoring Services commence in November 2021. Hence, pricing for Year 2 is only for two months (November - December)

<sup>5</sup>PM services to begin in November 2022. Hence, pricing for Year 3 is only for two months (November - December)

<sup>6</sup>Beginning in Year 3 added 30, 35, 50 and 35 hours annually for SDTI to Items 1, 2, 3 and 4 respectively in Table II.

<sup>7</sup>Beginning in Year 3 added \$19,170 annually to Item 1 for SDTI.



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

## Agenda Item No. 26

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

September 16, 2021

#### SUBJECT:

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
(HCD) TRANSIT ORIENTED DEVELOPMENT PROGRAM AWARD: GRANTVILLE  
TROLLEY APARTMENTS

#### RECOMMENDATION:

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

- 1) Approve Resolution No. 21-16 (in substantially the same format as Attachment A), a revision of Resolution No. 20-15 which authorized an application to the HCD Transit-Oriented Development (TOD) Housing Program; and
- 2) Authorize the Chief Executive Officer to execute an Indemnification Agreement, in substantially the same format as Attachment B, with Affirmed Housing Group, Inc.

#### Budget Impact

HCD awarded a total of \$11,995,000 towards Grantville Trolley Family Housing, L.P. (an affiliate of Affirmed Housing Group, Inc.) (collectively "Affirmed") affordable housing development at the Grantville Trolley Station: a \$10 million loan for construction of the affordable housing development, to be managed by the developer, and a \$1,995,000 million grant for Infrastructure Projects, to be managed by MTS. Today's action would require MTS and Affirmed to jointly agree to be bound by the grant and loan requirements for each award. The Indemnification Agreement in Attachment B would provide additional protections to MTS and Affirmed related to each party's independent obligations for each award.



## DISCUSSION:

On June 13, 2019 (AI 33), the MTS Board of Directors authorized a Disposition and Development Agreement with Affirmed for a ground lease at the Grantville Transit Station. Affirmed will construct a 156-unit affordable housing project on the site, in a joint proposal with Greystar which will build 254 market-rate units. The overall project will also require replacement of 96 parking spaces for transit users. Greystar started construction in March 2021 and Affirmed is expected to start in or about November/December 2021.

HCD's TOD Housing Program is a grant program that offers low-interest loans as gap financing for rental housing developments near transit that include affordable units. Grants are also available for infrastructure improvements necessary for the development of the specified project.

In 2020, Affirmed submitted an application under this program to offset the cost of the required replacement transit station parking, an allowable grant expense. As an infrastructure project under this TOD program, the public transit agency is required to be a joint grant applicant. The MTS Board of Directors authorized a resolution for this on July 30, 2020 (AI 23).

HCD informed Affirmed in January 2021 that we were awarded \$11,995,000 in TOD loan and grant funds: \$10,000,000 loan and \$1,995,000 infrastructure grant (Attachment C). The loan will be used by Affirmed for project construction. MTS negotiated a payment of \$599,000 to Greystar for the affordable housing project's contribution to the replacement parking, leaving a balance of \$1,396,000 in grant funds for MTS to make additional improvements at the Grantville Trolley Station. Staff is developing a list of eligible projects for MTS to oversee with these grant funds.

Following the program award, HCD revised the required resolution language and is requiring awardees to re-submit revised resolutions. The revision includes a material change that could make MTS jointly and severally liable for the funds that are distributed to the developer, a risk unacceptable to MTS. To resolve this, Affirmed has agreed to enter into an indemnification agreement to protect MTS regarding the loan proceeds and program. MTS will similarly provide indemnification to Affirmed for MTS's management of the grant funds.

A copy of the resolution is included as Attachment A, and the Indemnification and Guaranty Agreement with Affirmed Housing Group, Inc. is Attachment B. Staff recommends that the MTS Board of Directors:

- 1) Approve Resolution No. 21-16 (in substantially the same format as Attachment A), a revision of Resolution No. 20-15 which authorized an application to the HCD Transit-Oriented Development (TOD) Housing Program; and

- 2) Authorize the Chief Executive Officer to execute an Indemnification Agreement, in substantially the same format as Attachment B, with Affirmed Housing Group, Inc.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.tuer@sdmts.com](mailto:Julia.tuer@sdmts.com)

Attachments: A. Resolution Number 21-16  
B. Indemnification and Guaranty Agreement with Affirmed Housing Group, Inc.  
C. January 29, 2021 HCD Award Letter

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 21-16

Resolution of the Board of Directors of the San Diego Metropolitan Transit System Authorizing  
an Application to the Transit-Oriented Development Housing Program

WHEREAS, the California Department of Housing and Community Development ("Department") has issued a Notice of Funding Availability ("NOFA") dated April 30, 2020, under the Transit-Oriented Development ("TOD") Housing Program; and

WHEREAS, the San Diego Metropolitan Transit System wishes to apply for and receive an allocation of funds through the TOD Program for Grantville Station Transit Oriented Development Project; and

WHEREAS, the San Diego Metropolitan Transit System is an Eligible Applicant under the TOD Program and wishes to apply for a TOD Program Grant in an amount not to exceed \$5,000,000 ("TOD Grant") to develop infrastructure in support of affordable housing ("TOD Project") under the above described NOFA.

WHEREAS, on January 29, 2021, the Department informed San Diego Metropolitan Transit System, Grantville Trolley Housing, L.P., and Affirmed Housing Group, Inc. ("Awardees") that the Awardees had been awarded a TOD program award in the amount of \$11,995,000, consisting of a TOD Loan (Contract # 20-TOD-15488) of \$10,000,000, and a TOD Grant (Contract # 20-TOD-15928) of \$1,995,000.

NOW, THEREFORE, IT IS RESOLVED: That the San Diego Metropolitan Transit System is hereby authorized and directed to act in connection with the Department's TOD Grant and TOD Loan pursuant to the above-mentioned NOFA.

RESOLVED FURTHER: That in connection with the San Diego Metropolitan Transit System's TOD Grant, the San Diego Metropolitan Transit System is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the TOD Grant, the San Diego Metropolitan Transit System's obligations related thereto, and the Department's security therefore; including, but not limited to, an affordable housing covenant, a performance deed of trust, a disbursement agreement, and certain other documents required by the Department as security for, evidence of or pertaining to the TOD Grant, and all amendments thereto (collectively, the "TOD Grant Documents").

RESOLVED FURTHER: That in connection with the TOD Loan (Contract #20-TOD-15488) accompanying this Grant, the San Diego Metropolitan Transit System is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement in the amount not to exceed \$10,000,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the TOD Loan, the San Diego Metropolitan Transit System's obligations thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the TOD

Loan, and all amendments thereto (collectively, the "TOD Loan Documents"). The TOD Loan Documents and TOD Grant Documents are collectively referred to herein as the TOD Documents.

RESOLVED FURTHER: That the Chief Executive Officer, or her designee, is hereby authorized to execute the TOD Documents, and any amendment or modifications thereto, on behalf of the San Diego Metropolitan Transit System.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, effective as of September 16, 2021, by the consent of the Board of Directors of the San Diego Metropolitan Transit System by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

---

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

---

Office of the Clerk of the Board  
San Diego Metropolitan Transit System

---

Office of the General Counsel  
San Diego Metropolitan Transit System

Resolution No. 21-16



CERTIFICATE OF THE CLERK OF THE BOARD OF DIRECTORS OF THE SAN DIEGO  
METROPOLITAN TRANSIT SYSTEM

The undersigned, \_\_\_\_\_, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the San Diego Metropolitan Transit System Board of Directors which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Dalia Gonzalez  
Clerk of the Board

Resolution No. 21-16

## INDEMNIFICATION AND GUARANTY AGREEMENT

This Indemnification and Guaranty Agreement (the “Agreement”) is made and entered into as of [\_\_\_\_], 2021, by and between Affirmed Housing Group, Inc., a Delaware corporation (“AHG”) for the benefit of San Diego Metropolitan Transit Development Board, a California public agency also known as the Metropolitan Transit System (the “MTS”), with reference to the following recitals of fact:

### RECITALS:

WHEREAS, AHG and the MTS submitted a joint application pursuant to the State of California Department of Housing and Community Development’s (“HCD”) Transit-Oriented Development Housing Program Round 4 Notice of Funding Availability (the “TOD Program”) for an award of grant proceeds (the “TOD Grant Proceeds”) and loan proceeds (the “TOD Loan Proceeds” and collectively with the TOD Grant Proceeds, the “TOD Proceeds”) from HCD’s TOD Program in connection with the development of that certain 155 unit multifamily affordable housing development located at the Grantville trolley station in San Diego, California (the “Project”);

WHEREAS, in connection with the receipt of the TOD Proceeds, HCD requires that AHG and MTS execute certain agreements for the benefit of HCD, including, without limitation, two Standard Agreements (the “TOD Documents”); and

WHEREAS, to induce MTS to execute the TOD Documents, AHG has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. Indemnity of Indemnified Parties. AHG hereby agrees unconditionally, absolutely and irrevocably to indemnify, defend, protect and hold harmless MTS and its’ officers, members, managers, attorneys, directors, employees and agents (collectively, the “Indemnified Parties”) from and against any claims, damages, losses, liabilities, actions, causes of action, suits, penalties, fines, costs, expenses, fees, including, but not limited to, reasonable attorneys’ fees, judgments, amounts paid in settlement or other amounts incurred arising in connection with, or related to, (i) the failure of the AHG or any affiliate thereof to comply with the terms and conditions of the TOD Documents, or (ii) any liability of any Indemnified Party arising from the TOD Documents other than liability arising from the Sole MTS Obligations. As used herein, the “Sole MTS Obligations” are defined herein to mean the obligations under the TOD Documents that are specific to MTS including the obligation to accept the TOD Grant Proceeds,

and utilize said TOD Grant Proceeds for permitted costs in accordance with the TOD Documents (the "Sole MTS Obligation").

2. Guaranty of Performance. AHG hereby guaranties to MTS the performance of each and every obligation set forth in the TOD Documents other than the performance of the Sole MTS Obligation.

3. Delivery of Information to MTS. Concurrently with the submission to HCD of any draw request for Grant Proceeds, AHG shall provide a copy of said draw request to MTS. AHG shall provide such other documents as MTS may reasonably request to evidence that all Grant Proceeds have been properly applied to Project costs pursuant to the terms and conditions of the TOD Documents.

4. Acceptance of TOD Loan Proceeds. Notwithstanding anything to the contrary set forth herein or in the TOD Documents, AHG shall not draw upon any of the TOD Loan Proceeds until the Project has been fully constructed in accordance with all requirements set forth in the TOD Documents.

5. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any party to this Agreement shall bring any action or proceeding in connection with this Agreement, the prevailing party in such action shall be entitled to recover as a part of such action or proceeding its attorneys' fees, accountants' and experts' fees and court costs.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Waiver. Any party may waive compliance by another party with any of the covenants or conditions in this Agreement but no waiver shall be binding on any party unless executed in writing by that party. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless expressly stated otherwise.

8. Severability. If any provision or part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute, and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

9. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and executed by all the parties hereto.

10. Attorneys' Fees and Legal Expenses. Should any party hereto institute any action or proceeding in court or any arbitration or similar proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Lease or for any other judicial remedy, the prevailing party(ies) shall be entitled to receive from the losing party(ies) all reasonable attorneys' fees and all court costs in connection with said proceedings.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year firstabove written.

**Affirmed Housing Group, Inc.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: James Silverwood  
Title: President

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-2771 / FAX (916) 263-2763  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



January 29, 2021

James Silverwood, President, CEO  
Grantville Trolley Family Housing, L.P.  
13250 Evening Creek Drive North, Suite 160  
San Diego, CA 92128

Sharon Cooney, CEO  
San Diego Metropolitan Transit System  
1255 Imperial Avenue  
San Diego, CA 92101

James Silverwood, President  
Affirmed Housing Group, Inc.  
13520 Evening Creek Drive North, Suite 160  
San Diego, CA 92128

Dear James Silverwood and Sharon Cooney:

**RE: Revised Award Announcement – Transit Oriented-Development Program  
Notice of Funding Availability Fiscal Year 2020, Round 4  
Grantville Trolley Family Housing, L.P., Affirmed Housing Group, Inc., and  
San Diego Metropolitan Transit System – *Grantville Trolley Apartments***

The Department of Housing and Community Development (Department) is pleased to announce that the Grantville Trolley Family Housing, L.P.; Affirmed Housing Group, Inc.; and San Diego Metropolitan Transit System (Awardees) have been awarded a Transit-Oriented Development (TOD) program award in the amount of \$11,995,000. This Revised letter constitutes notice of the designation of TOD program funds for the awardees.

<b>TOD Round 4 Program <i>Loan</i> Funds</b>	
Amount Awarded	\$10,000,000
Contract Number	20-TOD-15488

<b>TOD Round 4 Program <i>Grant</i> Funds</b>	
Amount Awarded	\$1,995,000
Contract Number	20-TOD-15928

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing. In addition, expenditures may not be incurred prior to the execution of the Standard Agreement.

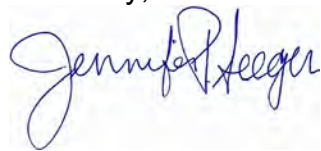
**Grantville Trolley Apartments**

January 29, 2021

Page 2

Congratulations on your successful application. For further information, please contact Jonathan Moore, (916) 263-6373 or [Jonathan.Moore@hcd.ca.gov](mailto:Jonathan.Moore@hcd.ca.gov).

Sincerely,

A handwritten signature in blue ink, reading "Jennifer P. Seeger". The signature is fluid and cursive, with the first name "Jennifer" being larger and more prominent than the last name "Seeger".

Jennifer P. Seeger  
Deputy Director



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

## Agenda Item No. 27

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

September 16, 2021

#### SUBJECT:

EMPLOYEE APPRECIATION BONUS

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer to provide a one-time employee appreciation bonus for employees of MTS for a cost of up to \$800,000.

#### Budget Impact

The one-time cost of providing this bonus to eligible, non-administrative/non-management staff is estimated to be no more than \$800,000. The source of funding would be Fiscal Year 2021 operating budget.

#### DISCUSSION:

Staff is recommending a one-time employee appreciation bonus for all in house, non-administrative/management employees of MTS in recognition for their continued efforts during the COVID-19 pandemic. Included in eligible employees would be certain contract employees: those ARC of San Diego staff that provide bus deep cleaning services and those NMS Inc. staff that clean light rail vehicles and MTS facilities and stations. (Administrative/Management employees are included in the Performance Incentive Program which is already budgeted in the Fiscal Year 2021 Operating Budget.) If approved by the Board, staff would fund the bonus from the Fiscal Year 2021 final operating budget. The intent would be to provide an estimated \$600 per employee in appreciation bonus.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)







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

## Agenda Item No. 30

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

September 16, 2021

#### SUBJECT:

PALM AVENUE TROLLEY STATION TRANSIT ORIENTED DEVELOPMENT – PALM CITY VILLAGE (KAREN LANDERS)

#### RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer to:

- 1) Execute a Disposition and Development Agreement with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) for Buildings A, B, and C of the proposed Palm City Village Transit Oriented Development Project (National CORE DDA), in substantially the same format as Attachment A;
- 2) Execute a Disposition and Development Agreement with MALICK INFILL CORP, a California nonprofit public benefit corporation (Malick Infill) for Building D of the proposed Palm City Village Transit Oriented Development Project (Malick Infill DDA), in substantially the same format as Attachment B; and
- 3) Take all actions necessary to fulfill MTS's obligations under the National CORE DDA and the Malick Infill DDA, including, but not limited to, executing a Ground Lease for each project phase.

#### Budget Impact

Upon completion of each National CORE building phase, MTS will receive 5% of Net Cash Flow from the project. Upon completion of Building D by Malick Infill, MTS will receive the greater of 5% of Net Cash Flow, or 10% of gross income over a stabilized gross income threshold. The DDAs do not require MTS to incur any direct out-of-pocket costs. Upon completion of all building phases, maximum occupancy is estimated to be 1410. This could result in additional ridership and passenger revenue for MTS. Loss of park and ride capacity at the Palm Avenue Trolley Station may require MTS to make



investments at other trolley stations to supplement Blue Line parking supply in the future, if needed.

## DISCUSSION:

In or about March 2019, MTS received a development proposal for the Palm Avenue Trolley Station in the Otay Mesa – Nestor Community of the City of San Diego. Two developers teamed together to bring forward a mixed-use, mixed-income transit-oriented development proposal for the site. National CORE is an experienced developer and operator of affordable housing projects. Malick Infill is a developer focused on transit-oriented development and place-making. The Executive Committee authorized staff to pursue negotiations and refinement of the developers' proposal. An Exclusive Negotiating Agreement was entered into in August 2019.

### Palm Avenue Site

The Palm Avenue Trolley Station is approximately 3.9 acres, with approximately 499 total parking spaces.<sup>1</sup> The site is relatively flat and very suitable for development. Parking demand had increased in 2019/early 2020 to an average maximum occupancy of 252 vehicles before falling to an average of 66 vehicles in the current COVID-impacted parking data. The station is also south of the Otay Valley Regional Park with a trail access from the north of the station to the Park. Three other major residential developments in close proximity are in the planning and design stages.

This station is well placed for access to popular South Bay locations, employment centers, and regional recreation activities. It is a 30-minute trolley ride into downtown San Diego, and will be an estimated 65-minute ride to the UTC area on the Mid-Coast Extension. The property is currently split-zoned IL-1 and RM-1; however, the General Plan land use designation is Neighborhood Village, with residential required. While it was originally anticipated that the site would require a rezone to allow for the proposed mixed-use development, the development team has since identified a strategy that takes advantage of the proposed Housing Legislative Code Update along with Government Code Section 65915 for a ministerial approval process.

The Community Plan designates the Palm City neighborhood, centered at Palm Avenue and Hollister, as one of five neighborhood centers. The Plan recognizes the "great potential for revitalization", stating, "It is an ideal location for pedestrian-oriented development incorporating commercial, residential and civic uses". The transit center site is specifically identified as the "cornerstone" of the Palm City neighborhood and a site for mixed-use transit-oriented development. The proposed mixed-use development is consistent with the expressed goals of the Community Plan.

It should be noted that while the Community Plan references a density of 29 dwelling units per acre when drafted over 12 years ago, the density proposed by the development team is more appropriate given the current climate for housing and development along transit corridors. The developers plan to utilize state law and municipal code provisions that allow increased density for affordable housing projects near transit, notwithstanding a site's zoning.

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<sup>1</sup> Parking at Palm Avenue Trolley Station includes 481 regular spaces, 7 short-term spaces, and 11 disabled placard spaces.

## **Palm City Village: National CORE/Malick Infill Development Concepts**

### **Original Development Concept**

The March 2019 proposal presented a development consisting of a mixed income community of residential, some commercial, a mobility hub, and other site serving amenities. The team proposed two residential mixes. National CORE proposed 150 affordable units serving 30% to 60% of the Area Median Income. Malick Infill proposed 100 units of moderate to middle income housing serving residents at 81% to 150% of the Area Median Income. With a total of 250 units, this equates to 64 dwelling units per acre.

The proposal offered some commercial space, a mobility hub, community services for the residents, and possible incubator office space. The development team proposed 254 parking spaces of which 175 spaces would replace the existing MTS parking spaces for transit patrons.

### **Updated Development Concept**

Over the past two years, the development team has pursued its due diligence on the design and meetings with the City regarding land use. The development team now proposes increasing the density from the initial concept of 250 units to an increased total of 390 units. This equates to 100 dwelling units per acre. The development would be built in 4 phases:

<b>Building</b>	<b>Units</b>	<b>Estimated Max Occupancy</b>	<b>Developer</b>
A	84 (studios/1BR)	220	National CORE <80% AMI
B	102 (1BR/2BR/3BR)	486	National CORE <80% AMI
C	102 (1BR/2BR/3BR)	486	National CORE <80% AMI
D	102 (studios/1BR/2BR)	218	Malick Infill <110% AMI
<b>TOTAL</b>	<b>390</b>	<b>1410</b>	

The development is proposing 191 parking spaces, with 80 of those spaces reserved for MTS's exclusive use. Attachment C is the schematic of the latest proposal. All of the proposed housing units would be rent restricted, with 288 being restricted to below 80% Adjusted Median Income (AMI), and 102 units being restricted to below 110% AMI.

Today's proposed action would authorize the Chief Executive Officer to:

1. Execute a Disposition and Development Agreement with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) for Buildings A, B, and C of the proposed Palm City Village Transit Oriented Development Project (National CORE DDA), in substantially the same format as Attachment A;
2. Execute a Disposition and Development Agreement with MALICK INFILL CORP, a California nonprofit public benefit corporation (Malick Infill) for Building D of the

proposed Palm City Village Transit Oriented Development Project (Malick Infill DDA), in substantially the same format as Attachment B; and

3. Take all actions necessary to fulfill MTS's obligations under the National CORE DDA and the Malick Infill DDA, including, but not limited to, executing a Ground Lease for each project phase.

On September 9, 2021, the Executive Committee received a report on the proposed Palm City Village Transit Oriented Development Project and recommended that the National CORE DDA and Malick Infill DDA be forwarded to the Board of Directors for consideration.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Draft National CORE DDA  
B. Draft Malick Infill DDA  
C. Draft Palm City Village Schematics

**DISPOSITION AND DEVELOPMENT AGREEMENT**  
**[Palm Avenue Trolley Station Development, known as Palm City Village]**

**By and Among**

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**and**

**National Community Renaissance of California**

Dated as of \_\_\_\_\_, 2021

**DISPOSITION AND DEVELOPMENT AGREEMENT**  
**[Palm Avenue Trolley Station Development, known as Palm City Village]**

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") dated, for identification purposes only, as of \_\_\_\_\_, 2021, is made and entered into by and among the SAN DIEGO METROPOLITAN TRANSIT SYSTEM, a public body, corporate and politic ("MTS"), and NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, a California nonprofit public benefit corporation (the "Developer"), with reference to the following:

**RECITALS**

- A. **WHEREAS**, the Developer is an experienced owner, developer, and operator of affordable housing for low-income residents;
- B. **WHEREAS**, MTS owns that certain vacant land located at 2430 Palm Avenue in the City of San Diego, California, and legally described in Exhibit "A" attached hereto (the "Property");
- C. **WHEREAS**, in collaboration with Malick Infill Development Corp, a California corporation ("Malick"), the Developer submitted to MTS a development proposal for the acquisition and joint development of the Property in multiple phases for a combined total of approximately 390 residential units, ground floor commercial/child care space, and 191 parking spaces, including 80 replacement parking spaces for MTS's use (the "Joint Development Project");
- D. **WHEREAS**, Developer's portion of the Joint Development Project will consist of approximately 288 residential units located in three buildings ("Building A", "Building B", and "Building C", respectively), which shall each be their own respective projects (each, a "Project" and together, the "Project", as the context requires);
- E. **WHEREAS**, concurrently with this Agreement, MTS is entering into a disposition and development agreement with Malick for the development of its portion of the Joint Development Project, including approximately 102 residential units in one building ("Building D") located on the Property ("Malick DDA");
- F. **WHEREAS**, on August 19, 2019, MTS and the Developer entered into an Exclusive Negotiation Agreement for the negotiation of this Agreement, as amended on February 5, 2020, November 12, 2020, and March 17, 2021; and
- G. **WHEREAS**, the parties intend that MTS shall lease the Property to the Developer and/or its affiliates for the development of each Project thereon, as more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions herein contained, MTS and the Developer hereto agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Defined Terms.** As used in this Agreement (including in the Recitals above), capitalized terms are defined where first used or as set forth in this Section. Capitalized terms used in an exhibit attached hereto and not defined therein shall also have the meanings set forth in this Section 1.1.

**"AHP Loan"** has the meaning set forth in Section 7.1(c).

**"AHSC Loan"** means the subordinate loan to be made by HCD to the Developer in an amount and upon terms acceptable to the Developer.

**"AHSC Loan Closing"** means recordation of the AHSC Loan Deed of Trust in the Official Records.

**"AHSC Loan Deed of Trust"** means the deed of trust encumbering Developer's leasehold interest in the Property, to be executed by Developer to secure the AHSC Loan Note.

**"AHSC Loan Documents"** means, collectively, the AHSC Loan Note, the AHSC Loan Deed of Trust and any other agreement, document or instrument in connection with the AHSC Loan.

**"AHSC Loan Note"** means the promissory note to be executed by Developer in favor of HCD to evidence the obligation of the Developer to repay the AHSC Loan.

**"Building Permit"** means all permits issued by the City and required for commencement of construction of the Improvements.

**"Certificate of Compliance"** has the meaning set forth in Article 13.

**"City"** means the City of San Diego, California.

**"City of San Diego EDD"** means the City of San Diego Economic Development Department.

**"City of San Diego EDD Loan"** means the subordinate loan to be made by the City of San Diego EDD to the Developer in an amount and upon terms acceptable to the Developer.

**"City of San Diego EDD Loan Closing"** means recordation of the City of San Diego EDD Loan Deed of Trust in the Official Records.

**"City of San Diego EDD Loan Deed of Trust"** means the deed of trust encumbering Developer's leasehold interest in the Property, to be executed by Developer to secure the City of San Diego EDD Loan Note.

**"Close of Escrow"** means recordation of a memorandum of the Ground Lease and the Senior Loan Security Documents.

**"Code"** means the Internal Revenue Code of 1986, as amended, including the regulations promulgated thereunder or under any predecessor statute.

**"Construction Lender"** means the first trust deed lender that provides construction financing for the Project.

**"Construction Loan"** means the construction loan for the Project secured by the Senior Loan Security Documents.

**"Construction Loan Closing"** means recordation of the Senior Loan Security Documents in the Official Records.

**"County"** means the County of San Diego, California.

**"County IHTF Loan"** means the subordinate loan to be made by the County Innovative Housing Trust Fund to the Developer in an amount and upon terms acceptable to the Developer.

**"County IHTF Loan Closing"** means recordation of the County IHTF Loan Deed of Trust in the Official Records.

**"County IHTF Loan Deed of Trust"** means the deed of trust encumbering Developer's leasehold interest in the Property, to be executed by Developer to secure the County IHTF Loan Note.

**"County IHTF Loan Documents"** means, collectively, the County IHTF Loan Note, the County IHTF Loan Deed of Trust and any other agreement, document or instrument in connection with the County IHTF Loan.

**"County IHTF Loan Note"** means the promissory note to be executed by Developer in favor of the County to evidence the obligation of the Developer to repay the County IHTF Loan.

**"Developer"** shall have the meaning set forth in the first paragraph of this Agreement. Notwithstanding the foregoing, Developer may also refer to the successors and assigns of National Community Renaissance of California ("NCRC"), which may include tax credit partnerships of which NCRC or affiliates thereof are the managing general partner thereof.

**"Due Diligence Documents"** has the meaning set forth in Section 6.2(a) hereof.

**"Due Diligence Investigation"** has the meaning set forth in Section 6.1(b) hereof.

**"Due Diligence Period"** has the meaning set forth in Section 6.1(a) hereof.

**"Escrow"** means the escrow through which (a) the Property is ground leased to the Developer, and (b) the Construction Loan Closing is conducted.

**"Escrow Holder"** means the firm that holds the Escrow.

**"Event of Default"** has the meaning set forth in Section 16.1.

**"Evidence of Financing"** has the meaning set forth in Section 7.3.



**"FHLB"** means the Federal Home Loan Bank of San Francisco.

**"Final Construction Documents"** means plans, drawings and specifications in sufficient detail to support issuance of a Building Permit for the Project.

**"General Contractor"** means National Community Renaissance of California.

**"Ground Lease"** means the separate ground leases of the Ground Lease Parcels pursuant to which the Property will be leased by MTS to the Developer and/or affiliates thereof.

**"Ground Lease Parcel"** means each of those certain legal lots created in accordance with the terms of this Agreement delineating each building parcel, Building A, Building B, Building C, and Building D described in the Scope of Development, as well as a remainder parcel which shall include rights for vehicular and pedestrian access and circulation.

**"HCD"** means the State of California Department of Housing and Community Development.

**"HCD Loans"** means the AHSC Loan, IIG loan, TOD loan, and/or MHP loan.

**"Hazardous Materials"** means flammable materials, explosives, radioactive materials, hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable law, including, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 §§ 9601, et seq., as amended. Hazardous Materials expressly exclude substances typically used in the construction, development, operation and maintenance of an apartment complex provided such substances are used in accordance with all applicable laws.

**"Housing Commission"** means the San Diego Housing Commission.

**"Housing Commission Loan"** means the subordinate loan to be made by the Housing Commission to the Developer in an amount and upon terms acceptable to the Developer.

**"Housing Commission Loan Closing"** means recordation of the Housing Commission Loan Deed of Trust in the Official Records.

**"Housing Commission Loan Deed of Trust"** means the deed of trust encumbering Developer's leasehold interest in the Property, to be executed by Developer to secure the Housing Commission Loan Note.

**"Housing Commission Loan Documents"** means, collectively, the Housing Commission Loan Note, the Housing Commission Loan Deed of Trust and any other agreement, document or instrument in connection with the Housing Commission Loan.

**"Housing Commission Loan Note"** means the promissory note to be executed by Developer in favor of Housing Commission to evidence the obligation of the Developer to repay the Housing Commission Loan.

**"IIG"** means the HCD Infill and Infrastructure Grant Program.

**"Improvements"** means the improvements to be made to the Property in accordance with this Agreement, including, without limitation, in accordance with the Scope of Development and the Final Construction Documents.

**"Indemnitees"** means MTS, San Diego and Arizona Eastern Railway Company, San Diego Trolley, Inc., San Diego Transit Corporation, San Diego and Imperial Valley Railroad, and their officers, employees, representatives and agents.

**"Joint Development Project"** has the meaning set forth in Recital "C" above.

**"MHP"** means the HCD Multifamily Housing Program.

**"Monetary Lien"** has the meaning set forth in Section 6.5(a).

**"MTS CEO"** means the Chief Executive Officer of MTS or his/her designee.

**"Notices"** has the meaning set forth in Article 17.

**"Official Records"** means the Official Records of the County.

**"Parcel Map"** has the meaning set forth in Section 4.1.

**"Permitted Encumbrances"** means the Senior Loan Security Documents and such other exceptions to title reasonably approved by the MTS CEO.

**"Person"** means any individual or entity, its heirs, executors, administrators, legal representatives, successors and assigns, as the context may require.

**"Preliminary Project Budget"** has the meaning set forth in Section 7.2(a).

**"Preliminary Title Report"** has the meaning set forth in Section 6.4.

**"Project"** has the meaning set forth in Recital "D" above.

**"Project Architect"** means an architect to be selected by the Developer, subject to the approval of MTS, which approval shall not be unreasonably conditioned, withheld or delayed. MTS has approved Studio E as the initial Project Architect.

**"Project Documents"** means, collectively, this Agreement, the Ground Lease, the Memorandum of Ground Lease, and any other agreement, document or instrument that the Developer and MTS enter into pursuant to this Agreement or in order to effectuate the purposes of this Agreement.

**"Project Financing"** has the meaning set forth in Section 7.1.

**“Property”** has the meaning set forth in Recital “B” above.

**“Schedule of Performance”** means the Schedule of Performance attached hereto as Exhibit “B”. John and Randy need to create this SOP. The parties hereto acknowledge and agree that the dates included in the Schedule of Performance shall be subject to extension due to force majeure delays.

**“Senior Lender”** means the Construction Lender or the Take-Out lender, as the context requires, and their successors and assigns.

**“Senior Loan”** means the Construction Loan or the Take-Out Loan as the context requires.

**“Senior Loan Security Documents”** means the documents and instruments required by the Senior Lender to secure the Senior Loan.

**“Subordinate Loans”** means the Housing Commission Loan, County IHTF Loan, City of San Diego EDD Loan, and HCD Loans.

**“Survey”** has the meaning set forth in Section 6.4.

**“Take-Out Lender”** means the lending institution that makes the Take-Out Loan and its successors and assigns.

**“Take-Out Loan”** means the long-term loan made by the Take-Out Lender to the Developer in order to take out the Construction Loan. Take-Out Loan may also refer to the Construction Loan if and when it converts to permanent financing.

**“Tax Credits”** has the meaning set forth in Section 7.1(a), required to finance the Project.

**“Tax Credit Funds”** has the meaning set forth in Subdivision 8.4(b)(iii).

**“Tax Credit Program”** has the meaning set forth in Section 9.7.

**“TCAC”** means the California Tax Credit Allocation Committee.

**“Title Company”** means Fidelity National Title Company or such other title insurance company agreed to by the Developer and the MTS CEO.

**“TOD”** means the HCD Transit Oriented Development Program.

1.2 **Singular and Plural Terms.** Any defined term used in the plural in this Agreement shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 **Accounting Principles.** Any accounting term used and not specifically defined in this Agreement shall be construed in conformity with, and all financial data required to be submitted under this Agreement shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to MTS.

1.4 **References and Other Terms.** References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subsections shall be construed as references to the same Section in which the reference appears. The terms “including” and “include” mean “including (include) without limitation”.

1.5 **Exhibits Incorporated.** All attachments to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

## 2. **PARTIES**

2.1 **MTS.** MTS is the San Diego Metropolitan Transit System, also known as the San Diego Metropolitan Transit Development Board as set forth in the California Public Utilities Code Section 120050, and any successor to its rights, powers and responsibilities. The principal offices of MTS are located at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101.

2.2 **Developer.** The Developer is National Community Renaissance of California, a California nonprofit public benefit corporation, and any successor to its rights, powers and responsibilities. The principal offices of the Developer are located at 9421 Haven Avenue, Rancho Cucamonga, CA 91730.

2.3 **Malick Infill Corp.** Malick is serving as co-developer of the Joint Development Project.

## 3. **SCHEDULE OF PERFORMANCE**

A Schedule of Performance for the Project is attached hereto as Exhibit “B”. The Schedule of Performance sets forth the times by which the parties are to perform certain obligations under this Agreement. The Schedule of Performance may be modified from time to time by written agreement of the Developer and the MTS CEO.

#### 4. CITY OF SAN DIEGO PROJECT APPROVALS

4.1 The City of San Diego is the land use permitting authority for the Joint Development Project. The parties hereby acknowledge and understand that the Joint Development Project will not require any discretionary land use approvals. In accordance with the terms of the Preliminary Review response, dated as of May 6, 2021, all approvals required for the Joint Development Project will be ministerial.

4.2 The parties further agree that the Developer shall prepare, at its sole cost and expense, all mapping documents on behalf of MTS in order to achieve formation of the Ground Lease Parcels, which mapping documents, shall include, without limitation, any access or other easements across the remaining parcels that are necessary for each individual Project to operate.

4.3 MTS acknowledges that it is exempt from parcel map requirements under the Subdivision Map Act and therefore will create the Ground Lease Parcels by separate conveyances in accordance with Government Code section 66428.

4.4 Notwithstanding anything to the contrary contained herein, in the event the Developer determines that the Joint Development Project may include additional encroachments upon MTS property not anticipated to be included in the Ground Lease Parcels, MTS shall cooperate in good faith with Developer and/or Malick to enter into any agreements to allow such encroachments which are reasonably necessary for the feasibility of the Joint Development Project and/or each Project, provide such encroachment does not interfere with MTS transit operations.

4.5 The parties acknowledge and agree that the Developer shall pay all of the out-of-pocket costs and expenses connected with obtaining all necessary approvals from the City of San Diego, and any other applicable permitting authority, to construct and maintain the Joint Development Project. The Developer agrees that it shall be principally responsible for processing said approvals through City provided, however, MTS, without any out-of-pocket cost or expense to it, agrees to provide the Developer with all appropriate assistance in processing and securing the approvals.

#### 5. DESIGN REVIEW PROCESS

5.1 **Scope of Development.** The Developer shall develop the Property, at its sole cost and expense but subject to the availability to the Developer of the Project Financing, including, without limitation, financial feasibility, in accordance with the terms of this Agreement. Subject to the terms of this Agreement, the Developer shall develop the Property substantially in conformance with the Scope of Development attached hereto as Exhibit "C".

5.2 **City Building and Safety Plan Check.** The Developer shall cause the Improvements to be designed substantially in accordance with the Scope of Development and shall cause the Improvements to be processed through the City's plan check process on a schedule reasonably calculated to permit a Building Permit to issue by the time provided in the Schedule of Performance for the Close of Escrow. No provision of this Agreement shall be construed to be a pre-approval of, or commitment to approve any City permit applied for by the Developer or by any party relating to the Project or the Property.

5.3 **Rights of Access and Inspection.** Representatives of MTS, including the MTS CEO and his or her designees, shall have the reasonable right of access to the Property on two (2) business days' notice to the Developer, without charges or fees, during normal business hours and subject to reasonable job safety requirements as may be established by Developer during the performance of construction of the Project contemplated by this Agreement, for the purpose of reviewing the Developer's progress in commencing and diligently pursuing construction of the Project to completion as required by this Agreement.

5.4 **Developer Right to Terminate.** Prior to the Close of Escrow, the Developer may terminate this Agreement by fifteen (15) business days' notice to MTS if the Developer has been unable, by the time provided in the Schedule of Performance, to obtain the City's approval of the Final Construction Documents for the Project and obtain the Building Permit.

5.5 **Project Architect.** The MTS CEO shall have the right to approve any replacement for the Project Architect.

## 6. **PROPERTY INVESTIGATION**

### 6.1 **Due Diligence Period; Inspection and Access.**

(a) **Due Diligence Period.** The "Due Diligence Period" shall mean the period beginning on the later of (i) the date of this Agreement, and (ii) the date on which MTS delivers to the Developer the last of the Due Diligence Documents, and ending at 5:00 p.m. Pacific Time on the date which is one hundred eighty (180) days thereafter.

(b) **Due Diligence Investigation.** The Developer shall conduct its investigation of the Property during the Due Diligence Period. This investigation (the "Due Diligence Investigation") may include, in the Developer's sole and absolute discretion: a physical inspection of the Property, including, but not limited to, inspection and examination of soils, environmental factors, hazardous substances, archeological information relating to the Property, geological, engineering and other tests; a review and investigation of zoning, permits and entitlements; review of all governmental matters affecting the Property; and review of such other matters pertaining to an investment in, and development of, the Property as the Developer deems advisable. Such due diligence shall be conducted at the Developer's sole expense. The Developer shall notify MTS of its disapproval of the Due Diligence Investigation.

(c) **Access/Conditions.** The Developer and its representatives shall obtain a Right of Entry Permit to enter the Property to conduct its Due Diligence Investigation. Adequate transit parking shall be maintained at all times during the Due Diligence period. This right of entry shall be subject to the following conditions:

(i) The Developer shall be authorized to perform environmental testing and sampling at the Property at all times prior to the Close of Escrow. The Developer shall provide MTS with the results of any environmental testing or sampling it performs, provided, however, that such results shall be provided as an accommodation only with no representation or warranty by Developer and MTS shall have no right to rely on any such results. MTS shall be solely responsible for reporting the results of such testing or sampling to any governmental agency with jurisdiction, to the extent such reporting is required by law. The Developer shall also be authorized to communicate with any governmental agency having jurisdiction over the Property regarding the environmental condition of the Property or any other matter, and with any private or

public entity which may be responsible for the remediation of any environmental condition affecting the Property.

(ii) The Developer shall not permit any mechanics' or other liens to be filed against the Property as a result of the Developer exercising its right of entry and the Developer, at its sole cost, shall cause any liens so filed to be removed within twenty (20) days after the Developer receives notice of filing, by bond or otherwise.

(iii) Promptly after any physical inspection of the Property, the Developer, at its sole cost, shall restore the Property substantially to the condition that existed immediately prior to such inspection, provided, however, that the Developer shall have no obligation to mitigate any existing environmental condition on the Property. Notwithstanding anything to the contrary contained herein, in no event shall Developer have any liability hereunder for mere discovery of any conditions on the Property.

## 6.2 **MTS Disclosures.**

(a) **Delivery of Documents.** Within three (3) business days after the date of this Agreement, MTS shall deliver to the Developer copies of all documents in MTS's possession or control relating to the Property, including, without limitation, copies of any and all documents pertaining to the physical and/or economic condition of the Property, covenants, conditions and restrictions rights of use or access, whether or not recorded against the Property, all reports and studies regarding the physical condition of the Property, including but not limited to environmental, biological, archaeological, soils and engineering reports and studies and any other information regarding the physical, legal or financial condition of the Property (collectively, the "Due Diligence Documents").

(b) **Review of Other Documents.** In addition to the Developer's right to receive the Due Diligence Documents, the Developer and its representatives shall have the right of access to MTS's records during reasonable business hours to inspect, review, catalog and copy all files, books and records maintained by MTS or its affiliates or agents, wherever located, relating to the Property.

(c) **No Waiver.** MTS agrees that the rights of access and the disclosures provided in this Section 6.2 shall not relieve MTS of any of its obligations under this Agreement, or under applicable law, nor shall they constitute a waiver by the Developer of the same.

(d) **DIME Hollister LLC Access Acknowledgement Agreement.** Developer is aware that MTS has an obligation to provide access to a neighboring parcel, Assessor's Parcel No. 628-050-25-00, (DIME Property) and that it has entered into an agreement with the property owner, DIME Hollister LLC, acknowledging that obligation. Developer agrees to design the access road for the Project to connect to the DIME Property and that MTS will grant and record an access and utility easement over the Property in the location mutually agreed to by MTS, DIME, and Developer. Notwithstanding anything to the contrary contained herein, in no event shall MTS record any easement agreements with DIME without the prior written consent of NCRC, which shall not be unreasonably withheld.

6.3 **Approval/Disapproval of Due Diligence Investigation.** During the Due Diligence Period, the Developer may terminate this Agreement for any or no reason in the Developer's sole and absolute discretion upon written notice to MTS. If the Developer approves of the results of its Due Diligence Investigation, in the exercise of the Developer's sole and

absolute discretion, then the Developer shall deliver written notice (the "Approval Notice") to MTS no later than the expiration of the Due Diligence Period. If the Developer fails to deliver the Approval Notice to MTS prior to the expiration of the Due Diligence Period, then the Developer shall be deemed to have disapproved the results of its Due Diligence Investigation, whereupon this Agreement shall terminate.

6.4 **Preliminary Title Report and Survey.** Within five (5) business days after the date of this Agreement, the Developer shall obtain a preliminary title report or commitment for title insurance (the "Preliminary Title Report"), dated no earlier than sixty (60) days before the date hereof, covering the Property and issued by Title Company, together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. In addition, at the Developer's option and expense, the Developer may obtain a survey of the Property (the "Survey").

6.5 **Approval/Disapproval of Title.** The Developer may approve or disapprove of the exceptions shown on the Preliminary Title Report or any matter shown on the Survey for any reason in the Developer's sole and absolute discretion by the end of the Due Diligence Period.

(a) **Monetary Liens.** At its expense, MTS shall remove at or before the Close of Escrow all monetary liens (collectively, "Monetary Liens") including without limitation: (i) all delinquent taxes, bonds and assessments and interest and penalties thereon; and (ii) all other monetary liens, whether or not shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with MTS being fully responsible for any fees or penalties incurred in connection therewith). Monetary Liens shall not include a lien for non-delinquent general real property taxes prorated in accordance with this Agreement.

(b) **Approval/Disapproval of Title.** The Developer shall approve or disapprove of the Preliminary Title Report and the Survey (if applicable) and any exceptions to title shown thereon or therein (other than the Monetary Liens) in the exercise of the Developer's sole and absolute discretion by the end of the Due Diligence Period. If the Developer disapproves, then the Developer may either (i) terminate this Agreement by giving MTS written notice of termination, or (ii) give MTS a written notice (the "Disapproval Notice") identifying the disapproved title matters which the Developer will require to be removed or cured at or prior to Close of Escrow (the "Disapproved Exceptions"). Failure to give either notice approving the Preliminary Title Report and the Survey or the Disapproval Notice shall be deemed to constitute the Developer's election to terminate this Agreement. With respect to any Disapproved Exceptions, other than the Monetary Liens, and any exceptions created after the date of this Agreement, MTS shall notify the Developer in writing within five (5) days after MTS's receipt of the Disapproval Notice whether MTS will cause the Disapproved Exceptions to be removed or cured at or prior to Close of Escrow. If MTS elects not to remove or cure all Disapproved Exceptions, then the Developer may, at its option by notice to MTS given within ten (10) days after receipt of MTS's notice, elect to: (i) subject to satisfaction of the other closing conditions for the benefit of the Developer, close the purchase of the Property and take title subject to the Disapproved Exceptions which MTS elects not to remove or cure; or (ii) terminate this Agreement. Failure of the Developer to give such notice within such ten-day period shall be deemed an election to terminate this Agreement. Notwithstanding the foregoing, the Developer shall have the right to review and approve any new exceptions (the "New Encumbrances") shown on a Preliminary Title Report following the end of the Due Diligence Period up through and including until the Close of Escrow. In the event the Developer fails to approve any New Encumbrance, this Agreement shall terminate.



(c) **Failure to Cure.** If any Disapproved Exceptions that MTS is required to or has elected to remove or cure, or any Monetary Liens, or exceptions to title created after the date hereof without the written consent of the Developer have not been removed prior to Close of Escrow, or provision for their removal at the Close of Escrow has not been made to the Developer's satisfaction, the Developer may elect, in its sole discretion, to: (i) close the purchase of the Property and take title subject to the Disapproved Exceptions which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Exceptions which have not been removed at MTS's cost and expense; or (iii) terminate this Agreement.

## 7. **FINANCING FOR THE PROJECT**

7.1 **Financing Plan.** It is contemplated that the Developer will finance the Project through a combination of:

- (a) Developer equity, consisting of equity raised by the sale to reputable investors of low-income housing tax credits (the "Tax Credits");
- (b) the Senior Loan from a reputable institutional lender;
- (c) Housing Commission Loan;
- (d) County's Innovative Housing Trust Fund (IHTF);
- (e) City of San Diego EDD;
- (f) Various loans and grants by the HCD which may include, but not be limited to MHP, AHSC, IIG and/or TOD; and
- (g) FHLB pursuant to its Affordable Housing Program (the "AHP Loan").

7.2 **Preliminary Project Budget.** Attached hereto as Exhibit "D" are the following preliminary budgetary materials for the Project:

- (a) Preliminary Project Budget;
- (b) Sources and Uses of Funds Statement;
- (c) Cash Flow Projection; and
- (d) First Year Operating Budget.

Until the Construction Loan Closing, the Developer, if, as and when additional information becomes available, shall promptly revise these budgetary materials to reflect the best information then available to Developer, and shall submit the revised documents to the MTS CEO.

7.3 **Final Project Budget.** Prior to the Construction Loan Closing, MTS CEO, the Developer and the third-party lenders and/or investors providing the Project Financing shall agree on the final Project Budget.

**7.4 Financing Commitments.** The Developer shall use its best efforts to obtain, by the earliest reasonable date, financing for the Project, including, without limitation, (a) applying to lenders at the earliest reasonable opportunity for the Senior Loan, (b) applying to the Housing Commission, City of San Diego EDD, and County IHTF at the earliest reasonable opportunity for the respective loans, and (c) timely filing, in the first TCAC 9% application round or tax-exempt bonds with 4% tax credits combined with other State financing sources loans and grants. Not later than the time provided in the Schedule of Performance, the Developer shall submit to MTS CEO preliminary commitments for the Project Financing. MTS agrees, without any obligation to incur any out-of-pocket cost or expense, to provide the Developer with all appropriate assistance in applying for any of the Project Financing.

**7.5 Developer Rights to Terminate.**

(a) **Failure to Obtain Tax Credits.** Prior to the Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) days' notice to MTS if, despite having made commercially reasonable efforts, it has been unable by the time provided in the Schedule of Performance to obtain an allocation of Tax Credits, or obtain the Tax Credit Funds, in each case in such amounts and on such terms as are reasonably acceptable to the Developer.

(b) **Failure to Obtain Other Project Financing.** Prior to the Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) days' notice to MTS if, despite having made commercially reasonable efforts, it has been unable by the time provided in the Schedule of Performance to obtain the Senior Loan and/or the Housing Commission Loan on terms and conditions reasonably acceptable to the Developer.

**7.6 MTS Right to Terminate.** Prior to the Construction Loan Closing, MTS may terminate this Agreement by giving thirty (30) days' notice to the Developer if the Developer fails to obtain the Project Financing (or such financing which allows Project feasibility, subject to the reasonable consent of MTS) by the time set forth in the Schedule of Performance. Notwithstanding the foregoing, if the Developer obtains the Project Financing during said thirty (30)-day notice period, MTS's notice of termination shall be deemed nullified thereby.

**8. CONVEYANCE OF THE PROPERTY**

**8.1 Agreement.** MTS, subject to the conditions set forth in Section 8.4, agrees to ground lease to the Developer, and the Developer, subject to the condition set forth in Section 8.5, agrees to ground lease from MTS, the Property pursuant to the "Ground Lease" in substantially the form attached hereto as Exhibit "E" as said form may be modified by the mutual agreement of the Developer and the MTS CEO.

(a) A separate Ground Lease shall be executed for each Ground Lease Parcel;

(b) Developer reserves the right to construct each Project (Buildings A, B and C) in any order, as part of a single phase or multiple phases, depending on funding availability; provided, however, that construction of the first phase shall commence not later than five (5) years following execution of this DDA, and construction of all phases will be completed not later than ten (10) years following the start of construction on the first phase.

(c) If Developer fails to close escrow and commence construction on any Ground Lease Parcel within the above deadlines, subject to reasonable force majeure delays, MTS shall

have the right to terminate this DDA.

(d) In the event this DDA is terminated pursuant to Paragraph 8.1(c), Malick shall have a right of first refusal to assume Developer's rights and obligations under this DDA as to the defaulted building phases (Building A, Building B, or Building C, as applicable). MTS and Malick shall mutually agree upon new project deadlines for the assigned Ground Lease Parcel rights, provided, however, that the assigned Ground Lease Parcel project shall close escrow within 36 months of the new DDA rights being assigned.

(e) If this DDA is terminated pursuant to Paragraph 8.1(c) and Malick declines to exercise its rights in Paragraph 8.1(d), then MTS shall have the right to either keep the Ground Lease Parcel for MTS's use or lease the vacant Ground Lease Parcel to another party, in MTS's sole discretion, subject to the site development/joint infrastructure fair share obligations described in Paragraph 8.1(f).

(f) In the event Developer only completes a portion of the phases (i.e., between 1 and 3 phases) that it is responsible for pursuant to the terms of this Agreement, then MTS will work with Developer and the third-party replacement developer, if any, to ensure that the replacement development, or the MTS transit use contemplated in Section 8.1(e) is properly integrated into the completed development and that any joint facilities from the original Scope of Development for Buildings A through D, or facilities with comparable benefits, are constructed as part of the replacement development. This requirement shall not apply if the unconstructed joint facilities would place an unequal cost burden on the replacement development, as compared to the joint facility cost burden of the completed development phases.

(g) MTS agrees that prior to exercising its Paragraph 8.1(e) rights related to Building D in the Malick DDA, that it will give Developer a right of first refusal to assume Malick's rights and obligations under the Malick DDA as to Building D. MTS further agrees that MTS may use such Ground Lease Parcel for transit purposes only in the event Developer does not indicate its intent to exercise its right of first refusal hereunder following thirty (30) days after MTS provides notice thereof.

8.2 **Escrow.** Conveyance of the Property pursuant to the Ground Lease shall be made through the Escrow. This Agreement shall constitute escrow instructions to the Escrow Holder. MTS and Developer shall execute such escrow instructions as are consistent with this Agreement and as may be reasonably required by the Escrow Holder.

8.3 **Term of Escrow.** The Escrow for each Ground Lease Parcel shall close concurrent with the Construction Loan Closing for each Project.

8.4 **Conditions for the MTS's Benefit.** MTS's obligation to ground lease the Property to the Developer pursuant to the Ground Lease for each Project, if and as applicable, shall be subject to satisfaction of the following conditions precedent:

(a) **Ground Lease Parcel Creation.** Developer shall prepare the legal descriptions and plats for the Ground Lease Parcels and shall obtain MTS approval of the same before close of escrow on the first building phase. MTS shall retain appropriate access and utility easement rights for the DIME property, as contemplated in Section 6.2(d).

(b) **Evidence of Financing.** The MTS CEO has received the following "Evidence of Financing" which shows sufficient financing and/or grants to complete the Project:

- (i) **Senior Loan.** True and complete copies of the Senior Loan documents.
- (ii) **Subordinate Loans.** True and complete copies of the documents evidencing the Subordinate Loans.
- (iii) **Tax Credit Financing.** True and complete copies of an amended and restated agreement of limited partnership of the Developer pursuant to which a tax credit investor is admitted as a limited partner to the Developer and agrees to contribute the Tax Credit Funds to the Developer. For purposes of this Agreement, "Tax Credit Funds" shall mean the capital contributions of the tax credit investor made in consideration for its partnership interest in accordance with the terms of the partnership agreement.
- (iv) **Grants or other funding.** True and complete copies of any grant awards or other funding that will be used to complete the project.
- (c) **Construction Contract.** MTS has received a true and complete copy of a contract by and between the Developer and the General Contractor pursuant to which the General Contractor has agreed to construct the Improvements.
- (d) **Organizational Documents.** The MTS CEO shall have received a copy of such portions of the organizational documents (e.g., partnership agreement, limited liability company operating agreement) of the Developer as the MTS CEO deems reasonably necessary to document the power and authority of the organization to perform its obligations under this Agreement.
- (e) **Building Permit.** The Building Permit for the Improvements has been issued or is ready to issue upon only payment of a sum certain.
- (f) **Work to Commence.** The MTS CEO shall be reasonably satisfied that the work of the Improvements will commence not later than thirty (30) days after the Close of Escrow.
- (g) **Insurance.** MTS has received satisfactory evidence that the insurance required pursuant to Exhibit "F" is in full force and effect.
- (h) **Representations and Warranties.** The representations of the Developer contained in this Agreement shall be correct in all material respects as of the Close of Escrow as though made on that date and, if requested by the MTS CEO, MTS shall have received a certificate to that effect signed by the Developer.
- (i) **No Default.** No Event of Default by the Developer shall then exist, and no event shall then exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default by the Developer and, if requested by the MTS CEO, MTS shall have received a certificate to that effect signed by the Developer.

8.5 **Covenants of the Developer.** The Developer covenants and agrees to use best efforts to satisfy, by the time provided in the Schedule of Performance, any and all of the conditions set forth in Section 8.4 that (a) the Developer has not elsewhere in this Agreement

expressly covenanted and agreed to satisfy, and (b) the satisfaction of which is entirely within the reasonable control of the Developer.

8.6 **Condition for the Developer's Benefit.** The Developer's obligation to ground lease the Property from MTS shall be subject to satisfaction of the following conditions precedent:

(a) **Title Insurance.** Title Company is prepared to issue its ALTA owner's form policy of title insurance, with liability in the amount of the total of the equity raised from the Tax Credits plus the principal amounts of all loans obtained for the Project, including, without limitation, the Senior Loan and Subordinate Loans, showing leasehold title to the Property and fee title the improvements located thereon vested in the Developer, subject only to the lien of the Construction Loan Security Documents and the documents securing the Subordinate Loans and such other exceptions as the Developer has previously notified MTS were acceptable to the Developer (the "Developer Title Policy").

(b) **Ground Lease Parcel Creation.** MTS shall have approved the Ground Lease Parcel descriptions and reserved access and utility easements.

(c) **Grading or Building Permit and Other Applicable Approvals.** The Building Permit or Grading Permit for the Improvements, and any other necessary permits, have been issued or is ready to issue upon only payment of a sum certain.

(d) **Satisfaction of Contingencies.** The Developer has approved all of the Developer's contingencies set forth in Article 6 of this Agreement.

(e) **Evidence of Financing.** The Developer has received and approved the following "Evidence of Financing":

(i) **Senior Loan.** True and complete copies of the Senior Loan documents.

(ii) **Subordinate Loans.** True and complete copies of the documents evidencing the Subordinate Loans.

(iii) **Tax Credit Financing.** True and complete copies of an amended and restated agreement of limited partnership of the Developer pursuant to which a tax credit investor is admitted as a limited partner to the Developer and agrees to contribute the Tax Credit Funds to the Developer.

8.7 **Developer Right to Terminate.** Prior to the Close of Escrow, the Developer may terminate this Agreement by giving thirty (30) days' written notice to MTS if, despite having made its best efforts, it has been unable, by the time provided in the Schedule of Performance, to satisfy or obtain a waiver of any of the conditions set forth in Section 8.4.

8.8 **MTS Right to Terminate.** Prior to the Close of Escrow, MTS may terminate this Agreement by giving thirty (30) days' written notice to the Developer if, by the time provided in the Schedule of Performance, the Developer has failed to satisfy or obtain waiver of any of the conditions set forth in Section 8.4. Notwithstanding the foregoing, if the Developer, during said thirty (30)-day notice period, satisfies said conditions, then the MTS notice of termination shall be deemed nullified thereby.

8.9 **Waiver of Conditions.** The conditions set forth in Section 8.4 are for MTS's benefit only and the MTS CEO may waive all or any part of such rights by notice to the Developer and the Escrow Holder. The conditions set forth in Section 8.6 are for the Developer's benefit only and the Developer may waive all or any part of such right by notice to MTS and the Escrow Holder.

## 9. AFFORDABILITY OF PROJECT

As more particularly provided in the Ground Lease, for a period of fifty-five (55) years from the issuance of a certificate of occupancy, the dwelling units in the Project shall be rented to families whose incomes do not exceed the incomes required by the Tax Credits. Without limiting the generality of the foregoing, the dwelling units in the Project shall be rented to families whose incomes do not exceed 80 percent (80%) of area median income.

## 10. PHYSICAL CONDITION OF PROPERTY

10.1 The Developer acknowledges and agrees that it is ground leasing the Property solely in reliance on its own investigation, and that no representations and/or warranties of any kind whatsoever, express or implied, have been made by MTS, or by its officers, employees, representatives or agents. The Developer further acknowledges and agrees that, as of the Close of Escrow, the Developer will be acquiring the Property on an "AS IS" condition with all faults and conditions then existing in and on the Property, whether known or unknown; provided that the foregoing shall not constitute a release of MTS under any statute or common law theory. Notwithstanding the foregoing, MTS acknowledges and agrees that neither this Section 10.1, nor any other term, provision or condition of this Agreement obligates the Developer, as between it and MTS, and prior to the Close of Escrow, to remediate, or to incur any cost to remediate, any Hazardous Materials discovered by the Developer on the Property prior to the Close of Escrow. In the event that Hazardous Materials are so discovered, disposition of the situation shall be governed by the conditions set forth in Section 10.2.

10.2 If, following expiration of the Due Diligence Period but prior to execution of the Ground Lease, the Developer discovers Hazardous Materials on, under or about the Property, then the Developer, subject to the condition set forth below, shall have the right, prior to the Close of Escrow, to terminate this Agreement by thirty (30) days' notice to MTS. The Developer's right to terminate this Agreement shall be subject to the condition precedent that the Developer first have submitted to MTS any and all information then available to the Developer as to the nature and scope of the Hazardous Materials discovered and the cost estimated to remediate it, if any such cost estimate exists.

## 11. CLOSE OF ESCROW; EXPENSES

11.1 **Documents to be Delivered.** Upon receipt by the Escrow Holder of:

- (a) the Memorandum of Ground Lease; and
- (b) all other funds and documents required to close the Escrow in accordance with this Agreement.

and when the conditions precedent described in Sections 8.4 and 8.6 have been satisfied or waived in writing by the MTS CEO, the Escrow Holder shall, in the following order, record in the Official Records:

- (i) the Memorandum of Ground Lease; and
- (ii) such other documents required to close the Escrow in accordance with this Agreement.

**11.2 Expenses of the Developer.** The Developer shall pay: (a) any and all documentary transfer taxes and recording fees arising from leasehold conveyance of the Property from MTS to the Developer by the Ground Lease, (b) the Escrow fee, (c) the premium for Developer Title Policy, and (d) all such other costs and expenses reasonably related to the Escrow and not expressly provided for herein.

**11.3 Instruction to Escrow Holder Regarding Waiver of Transfer Taxes and Recording Fees.** The Escrow Holder is hereby instructed to seek such waivers and exemptions from transfer taxes and recording fees as are available pursuant to Revenue and Taxation Code Section 11922 and Government Code Section 6103, respectively.

**11.4 Broker's Commissions.** The Developer represents and warrants that it has not engaged any broker, agent or finder in connection with this Agreement, and the Developer agrees to indemnify, protect, hold harmless, and defend the Indemnitees from any claim by any brokers, agents or finders retained by Developer. The MTS represents and warrants that it has not engaged any broker, agent or finder in connection with this Agreement, and the Developer agrees to indemnify, protect, hold harmless, and defend the Indemnitees from any claim by any brokers, agents or finders retained by Developer.

## **12. OTHER ESCROW INSTRUCTIONS**

**12.1 Funds in Escrow.** All funds received in the Escrow shall be deposited by the Escrow Holder in a general escrow account with any state or national bank doing business in the State of California and reasonably approved by the MTS CEO and the Developer, and such funds may be combined with other escrow funds of the Escrow Holder. All disbursements shall be made on the basis of a thirty (30) day month.

**12.2 Failure to Close.** If the Escrow is not in condition to close on or before the time established in the Schedule of Performance, any party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand the return of its money, papers, or documents from the Escrow Holder. No demand for return shall be recognized until fifteen (15) days after the Escrow Holder (or the party making such demand) shall have mailed copies of such demand to the other party. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party within the 15-day period, in which event the Escrow Holder is authorized to hold all money, papers and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible.

If objections are raised in the manner provided above, the Escrow Holder shall not be obligated to return any such money, papers or documents except upon the written instructions of both the MTS CEO and the Developer, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are

made within said 15-day period, the Escrow Holder shall immediately return the demanded money, papers or documents.

12.3 **Amendments**. Any amendment to these Escrow instructions shall be in writing and signed by the MTS CEO or MTS counsel and the Developer or Developer counsel. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as the Escrow Holder under such amendment.

12.4 **Notices**. All Notices from the Escrow Holder to MTS or the Developer shall be given in the manner provided in Article 16.

12.5 **Liability**. The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under Sections 12.1, 12.2 and 12.3.

### **13. RESERVED**

### **14. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

14.1 **Developer's Formation, Qualification and Compliance**. The Developer (a) is validly existing and in good standing under the laws of the State of California, (b) has all requisite authority to conduct its business and own and lease its properties, (c) has all requisite authority to execute and perform its obligations under this Agreement.

14.2 **Litigation**. The Developer represents and warrants that there are no material actions, lawsuits or proceedings pending or, to the best of the Developer's knowledge, threatened against or affecting the Developer, the adverse outcome of which could have a material adverse effect on the Developer's ability to perform its obligations under this Agreement.

### **15. INDEMNIFICATION**

15.1 **Nonliability of MTS**. The Developer acknowledges and agrees that:

(a) MTS neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform the Developer of any matter in connection with the Project, including matters relating to: (i) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (ii) the progress of the Project and its conformity with the plans and specifications prepared by the Developer's consultants; and the Developer shall rely entirely on its own judgment with respect to such matters and acknowledge that any review, inspection, supervision, approval or information supplied to the Developer by MTS in connection with such matters is solely for the protection of MTS and that neither the Developer nor any third party is entitled to rely on it;

(b) Notwithstanding any other provision of this Agreement: (i) MTS is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of the Developer and MTS does not intend to ever assume any such status; and (ii) MTS shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Developer;



(c) MTS shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, the Property by the Developer whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement undertaken by the Developer; (ii) any act or omission of the Developer or any of the Developer's agents, employees, contractors, licensees or invitees; or (iii) following the Close of Escrow, any accident on the Property or any fire or other casualty or hazard thereon not caused by MTS; and

(d) By accepting or approving anything required to be performed or given to under this Agreement, including any certificate, financial statement, survey, appraisal or insurance policy, MTS shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by MTS to anyone.

15.2 **Indemnity**. Except with respect to Hazardous Materials found to exist on the Property as of the date of this Agreement, from and after the Close of Escrow, the Developer shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to the MTS CEO) the Indemnitees from and against any and all losses, costs, claims, expenses, damages and liabilities (including, without limitation, reasonable attorneys' fees and court costs) directly or indirectly arising from, related to, or as the result of (a) the death of any person on the Property, (b) damage, injury or loss to any person on the Property, or (c) damage or injury to any property occurring or resulting directly or indirectly from the use, occupancy or development of the Property pursuant to this Agreement, the activities of Developer or its officers, directors, employees, agents, servants or contractors, or from any other cause, except to the extent caused by the Indemnitees' negligence or willful misconduct. This indemnity shall survive termination of this Agreement.

Notwithstanding anything to the contrary contained herein, MTS acknowledges and agrees that no term, provision or condition of this Agreement obligates the Developer to remediate or to incur any cost to remediate any Hazardous Materials discovered by the Developer on the Property prior to the Close of Escrow. In the event that the Developer discovers Hazardous Materials prior to the Close of Escrow, it shall have the right to terminate this Agreement by thirty (30) days' notice to MTS.

## 16. DEFAULTS AND REMEDIES

16.1 **Event of Default**. Any of the following events or occurrences with respect to either party shall constitute a material breach of this Agreement and, after the expiration of any applicable cure period, shall constitute an "Event of Default" by such party:

(a) The failure by any party to pay any amount in full when it is due under this Agreement, if the failure has continued for a period of fifteen (15) days after the party entitled to payment demands in writing that the other party cure that failure.

(b) The failure by any party to perform any other obligation under this Agreement, including, without limitation, the other Project Documents, if the failure has continued for a period of thirty (30) days after demand in writing that such party cure the failure. If, however, by its nature, the failure cannot reasonably be cured within thirty (30) days, such party may have such longer period of time as is reasonably necessary to cure the failure,

provided, however, that such party commence said cure within said thirty (30)-day period, and thereafter diligently prosecute said cure to completion.

16.2 **No Waiver**. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

16.3 **Rights and Remedies are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by another party.

## 17. NOTICES

All notices, consents, demands, approvals and other communications (the "Notices") that are given pursuant to this Agreement shall be in writing to the appropriate party and shall be deemed to have been fully given when delivered, including delivery by commercial delivery service, or if deposited in the United States mail, postage prepaid, when received or refused. All Notices shall be addressed as follows:

If to Developer:                      National Community Renaissance of California  
9421 Haven Avenue  
Rancho Cucamonga, CA 91730  
Attn: Chief Financial Officer

If to MTS:                                San Diego Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, California 91355  
Attention: General Counsel

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

## 18. ASSIGNMENT

18.1 **Generally Prohibited**. Except as otherwise expressly provided to the contrary in this Agreement, the Developer may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the MTS CEO, which consent may be withheld in his/her reasonable discretion. Any such assignment or delegation without such consent shall, at MTS's option, be void. Notwithstanding the foregoing, Developer shall be entitled to enter into each respective Ground Lease with a to-be-formed limited partnership in which the Developer or its affiliates serve as a general partner.

## 19. ADMINISTRATION

Following approval of this Agreement by MTS, this Agreement shall be administered and executed on behalf of MTS by the MTS CEO. The MTS CEO shall have the authority to issue, approvals, consents, interpretations, waive terms and conditions, and enter into amendments of this Agreement and the attachments (including, without limitation, to the Schedule of Performance and the Ground Lease) provided that such actions do not substantially change the uses or development permitted of the Property. All other waivers or amendments shall require the formal consent of MTS.

## 20. MISCELLANEOUS

20.1 **Counterparts.** This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

20.2 **Prior Agreements; Amendments; Consents.** This Agreement contains the entire agreement among the parties with respect to the Property, and all prior negotiations, understandings and agreements are superseded by this Agreement. No modification of this Agreement (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given.

20.3 **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Assuming proper service of process, the Developer and MTS waive any objection regarding personal or in rem jurisdiction and agree that venue shall be proper in the County of San Diego, California.

20.4 **Severability of Provisions.** No provision of this Agreement that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of this Agreement are hereby declared to be severable.

20.5 **Headings.** Article and section headings are included in this Agreement for convenience of reference only and shall not be used in construing this Agreement.

20.6 **Time of the Essence.** Time is of the essence of this Agreement.

20.7 **Conflict of Interest.** No member, official or employee of MTS shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

20.8 **Warranty Against Payment of Consideration.** The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

20.9 **Nonliability of MTS Officials and Employees.** No member, official or employee of MTS shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by MTS or for any amount which may become due to the Developer or successor, or on any obligation under the terms of this Agreement.

20.10 **Submission of Documents and Other Matters for Approval**. Whenever this Agreement requires either party to submit documents or other matters to the other party for approval, and there is no time specified herein for such approval, the submitting party may submit a letter requiring approval or rejection by the other party of the documents or matter submitted within ten (10) business days after submission (unless a longer period is reasonably required and requested in writing), and unless rejected within the stated time such documents or matter shall be deemed approved. Except where such approval is expressly reserved to the sole discretion of the approving party, all approvals required hereunder by either party shall be reasonable and not unreasonably withheld, conditioned or delayed.

20.11 **Force Majeure**. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; litigation beyond the reasonable control of a party; unusually severe weather; inability, despite best efforts, to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier beyond the reasonable control of a party; acts of the other party; acts or the failure to act of any public or governmental entity (except that acts or the failure to act of MTS shall not excuse performance by MTS); or any other acts or causes beyond the reasonable control of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. **Force Majeure** shall serve also to extend the time by which any condition, for the benefit of either party, shall be satisfied under this Agreement.

20.12 **Project Name**. The marketing name for the Project shall be “Villa Encantada” or such other name as the MTS CEO and the Developer may agree.

20.13 **Term of this Agreement**. Unless terminated prior thereto pursuant to the terms hereof, this Agreement shall terminate upon the Close of Escrow and the execution and delivery of the Ground Lease for the final Ground Lease Parcel.

[INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

“Developer”

National Community Renaissance of California, a  
California nonprofit public benefit corporation

By:

By: \_\_\_\_\_  
Michael Ruane, Executive Vice President

(Signatures continued of following page)

“MTS”

SAN DIEGO METROPOLITAN TRANSIT SYSTEM, a  
public body, corporate and politic

By: \_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen F. Landers, General Counsel

## EXHIBITS

- "A" - Legal Description of the Property
- "B" - Schedule of Performance
- "C" - Scope of Development
- "D" - Preliminary Project Budget
- "E" - Material Terms of Ground Lease
- "F" - Insurance Requirements
- "G" - Right of Entry Permit

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**



## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

#### Creation of Ground Lease Parcels.

Developer shall prepare the legal descriptions and plat maps under Paragraph 8.4(a) and any other documentation necessary to achieve formation of the Ground Lease Parcels at least 10 days prior to the Construction Loan Closing date for the first phase.

#### Project Commitments.

Developer shall submit evidence of Project Funding Commitments to the MTS CEO for phases A, B and C not later than ten (10) days prior to the Construction Loan Closing dates of each phase.

#### Evidence of Financing.

Developer shall submit Evidence of Financing to the MTS CEO for phases A, B and C not later than ten (10) days prior to the Construction Loan Closing date for each phase.

#### Ground Leases.

Parties shall execute Ground Leases (one ground lease per each phase (A, B and C) unless a phase can be combined with more than one building) concurrent with the Construction Loan Closing date for each phase.

#### Commencement of Construction.

The Developer shall commence construction on a particular phase within thirty (30) days following the later of (i) Ground Lease execution and (ii) issuance of Grading and Building permits by the City of San Diego.

#### Completion of Construction.

The Developer shall complete construction no later than thirty (30) months after Commencement of Construction per each phase, unless excused by Force Majeure.

If the Developer fails to satisfy any obligation by the deadline set forth above, the Developer shall not be in default under this Agreement unless the Developer has first been given written notice of such failure and an opportunity to cure pursuant to Section 16.1(b). Any cure by the Developer within the period set forth by Section 16.1(b) shall constitute a full and complete cure of the failure, notwithstanding the fact that the deadline established herein was not first met by the Developer.

## EXHIBIT "C"

### SCOPE OF DEVELOPMENT

The Developer shall construct or cause to be construct the "Project" which consist of the following:

A total of 288 units in 3 buildings, with additional ground floor commercial spaces, as follows:

**Building A** by NCRC is 84 units with a mix of 16 studios and 68 (1) bedrooms. Building A will include ground floor retail space. NCRC reserves the right to adjust the unit mix and density of Building A to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

**Building B** by NCRC is 102 units with a mix of 1, 2 and 3 bedrooms (a minimum of 25% of the units will be three-bedrooms). Building B will include a childcare facility and sheltered outdoor play space for childcare facility to serve affordable housing residents. NCRC reserves the right to adjust the unit mix and density of Building B to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

**Building C** by NCRC is 102 units with a mix of 1, 2 and 3 bedrooms (a minimum of 25% of the units will be three-bedrooms). NCRC reserves the right to adjust the unit mix and density of Building C to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

The rent levels on the affordable units will range between 30% to 80% of the area medium income.

Site improvements and amenities (anticipated to be constructed as part of the first phase of development) are envisioned to include a perimeter jogging/exercise pathway, sheltered outdoor play space, a multi-mobility hub, a bike station, bike lockers, motorcycle parking, Uber/Lyft/taxi drop-off/pick-up zones, and car-sharing spaces. Completed EV charging spaces would be included along with additional EV charging spaces with conduits/wiring to handle future EV charging for almost all parking spaces. All residents in every phase will enjoy the shared use of all exterior site amenities, which will be memorialized by reciprocal use agreements between the owners of each phase.

Upon full-build out, the Joint Development Project will provide a total of 191 on-site spaces. A total of 80 spaces will be reserved for MTS's exclusive use. An overall parking management plan will be created which will also detail how shared parking if any will be implemented.

## EXHIBIT "D"

EXHIBIT "D"

**PRELIMINARY PROJECT BUDGET**

**EXHIBIT “E”****GROUND LEASE MATERIAL TERMS**

1. Ground Lease Terms. A separate Ground Lease will be entered into for each building described below. The term of each Ground Lease shall be 99 years, beginning on the date of execution. Each Ground Lease will be executed prior to any construction work commencing on the property.
2. Minimum Density and Rent Restrictions. The Project at full buildout shall consist of three buildings (Buildings A, B, and C) comprising 288 Residential Apartments with a maximum estimated occupancy of 1192 people, as follows:

BLDG	UNIT COUNT	Est Occupancy
A	84	220
B	102	486
C	102	486
TOTAL	288	1192
Minus 10%	259.2	

Occupancy estimate is based upon an assumption that the maximum persons per studio is 1, one-bedroom is 3, two-bedroom is 5, and three-bedroom is 7. Not all units are required to have the maximum allowed population. All of the units shall be restricted to residents who meet affordable housing area medium incomes of no greater than 80% Area Median Income (AMI). Any downward deviation of less than ten percent (10%) from the estimated unit count or occupancy count shall not be considered a material change under Section 305(b). Notwithstanding the above, a downward deviation in unit count of more than ten percent (10%) from the original proposed Building count shall not be a material change under Section 305(b) so long as the occupancy estimate exceeds the estimated occupancy in the chart above, nor shall any upward deviation from the estimated unit count or occupancy count be considered a material change under Section 305(b). The Project may also include ground floor commercial space (at Building A) and a child care facility (at Building B).

3. Rent. Developer shall pay to Board as rent, in arrears, on an annual basis, an amount equal to five percent (5%) of Developer's annual Net Cash Flow (as defined below) from the operation of the Project during the prior calendar year (the “**Base Rent**”). Base Rent will be determined and paid, without any prior demand within one hundred twenty days (120) days after the last day of each calendar year and calculated based on the Gross Income received by Developer from operating the Project during the prior calendar year. For purposes of this Lease, “Net Cash Flow” shall mean (A) all income from the residential and nonresidential components of the Project received on a cash basis, including rental income from the lease of the Residential Apartments, and any other income to Developer derived from the Premises, but excluding (i) insurance proceeds or condemnation proceeds; (ii) security deposits or other tenant deposits; (iii) interest earned on project

reserves; (iv) proceeds of loans or capital contributions; and (v) releases of funds from any operating or capital replacement reserves LESS (B) debt service, operating expenses, and other expenses as detailed in the Ground Lease. Base Rent shall not commence until recordation of the Certificate of Compliance (the “**Rent Commencement Date**”). No Base Rent will be due by Lessee for any calendar years before the year in which the Rent Commencement Date occurs.

4. Leasehold Mortgages. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
5. Regulatory Requirements for Developer’s Financing. MTS acknowledges that Developer will be seeking grants, loans, tax credits, and other local, state or federal funding to complete each building phase. MTS agrees to execute necessary regulatory agreements, restrictive covenants, lease riders, or similar documents agreeing to be bound by the affordability restrictions and other terms and conditions of the applicable government financing program; PROVIDED, HOWEVER, that MTS shall not be responsible for directly repaying any loan, grant, or other subsidy awarded to Developer. In the event a government funding program requires MTS to be a signatory with joint and several liability, MTS shall have the right, in its sole discretion, to either refuse to execute such agreements or to require additional security from Developer to secure Developer’s performance and avoid risk to MTS.
6. Project Phasing; Deadlines. Developer reserves the right to construct each Project (Buildings A, B and C) in any order, as part of a single phase or multiple phases, depending on funding availability. Construction of the first phase shall commence not later than five (5) years following execution of this DDA, and construction of all phases will be completed not later than ten (10) years following the start of construction on the first phase. Once construction commences on a particular building (Building A, B or C), the construction of that building will achieve substantial completion within thirty- (30) months, subject to extension for “Force Majeure”.
7. Parking/Transit Parking. The joint development Project at full build-out (including Building D to be developed by co-developer Malick Infill Development) will include approximately 191 on-site parking spaces, with a minimum of 80 spaces to be designated for MTS’s exclusive use. The MTS exclusive use spaces shall be designed in a manner that allows MTS to manage, control and enforce the MTS-only parking restriction. Developer shall provide mobility hub features to facilitate and incentivize trolley ridership, including bike lockers, uber pick-up area and other incentives to the residents.
8. Documented Efforts towards Local Hire Goal. Developer shall make a documented good faith effort to achieve HUD Section 3 numerical goals for San Diego Housing Commission Section 3 covered projects (30%) by employing qualified Section 3 Residents (low and very low-income individuals in local jurisdiction) to work on the Project.
9. MTS Policy 18. Developer shall comply with MTS Board Policy 18 prevailing wage and skilled labor requirements in effect at the time of commencement of construction of the Joint Development Project.
10. Encouragement of Public Transit. Developer shall prepare a plan to encourage residents to use public transit and reduce the demand for residential parking.

## EXHIBIT "F"

### INSURANCE REQUIREMENTS

During the Term of this Agreement, Developer at its sole cost and expense shall:

1. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Improvements on the Premises (including without limitation the Trolley Parking Facilities) resulting from fire, windstorm, hail, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage casualty insurance policies. All such policies shall be endorsed to include coverage for the costs of demolition of the Improvements and the clearing and restoration of the Premises in the event of damage, destruction or condemnation if the Improvements are not fully restored. In addition, if Lessee carries coverage voluntarily for additional causes (such as earthquake, riot, civil commotion, or other), such coverage shall be treated in all respects as the policy or policies required to be kept under this Subparagraph 1, for so long as Lessee continues to voluntarily carry such coverage. All insurance hereunder shall be maintained in an amount not less than one hundred percent (100%) of the full insurable value of the Improvements as defined in **Section 1003 of the Ground Lease** (such value to include amounts spent for construction of the Improvements, architectural and engineering fees, and inspection and supervision).
2. Maintain or cause to be maintained public liability insurance naming Board and all entities (including San Diego Transit Corporation, San Diego Trolley, Inc., and San Diego & Arizona Eastern Railway Co.) controlling, controlled by or under common control with Board, together with their respective contractors, agents, officers, employees, invitees and licensees and such other parties as the Board may designate from time to time as additional insureds, to protect against loss from liability imposed by law as a result of the acts or omissions of Lessee, its agents, servants or employees for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever in, on or about the Premises or the Improvements; to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, as a result of the acts or omissions of Lessee, its agents, servants or employees alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Lessee or under its control or direction arising from the use and occupancy by Lessee under the Lease of the Premises and the Improvements; and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of Lessee under this Lease in connection with the Premises, the Improvements, or Lessee or its sublessees, or any person acting for Lessee or under its control or direction.
  - 2.1. Such public liability insurance shall also protect Board and such additional insureds against incurring any legal cost in defending claims for alleged loss insured under such policy. Such public liability insurance shall be maintained in full force and effect during the entire term of this Lease in an amount of at least Three Million Dollars (\$3,000,000) Adjusted for Inflation, combined single limit, provided solely for the Project.
  - 2.2. Lessee agrees that provisions of this paragraph as to public liability insurance shall not be construed to limit in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, or the

activities of any other person or persons for which Lessee is otherwise responsible.

3. Maintain or cause to be maintained workers' compensation insurance issued by an insurance carrier authorized under the laws of the State of California for workers' compensation and employer's liability under the Workers' Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Lessee in connection with the Premises and the Improvements, and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of, any person incurring or suffering injury or death in connection with the Premises and the Improvements, or the operation thereof by Lessee.
4. During the course of any alteration, construction or reconstruction, including, without limitation, during the period of the construction of the Improvements, builders risk insurance for the amount of the completed value on an all-risk form including "course of construction" coverage, (including earthquake and flood if required by any Permitted Mortgagee) insuring the interests of Board, Lessee and Permitted Mortgagee as their interests may appear. The Permitted Mortgagee shall be named as lender loss payee, and the Board and the Lessee shall be named as additional loss payees. The insurer shall waive all rights of subrogation against Board. Lessee shall also require its general contractor to carry such insurance. Lessee shall confirm that the proximity of the Premises to a railroad does not result in policy exclusions that would result in the denial of coverage for claims on the Premises. In such an event, Lessee shall cause such exclusions to be removed from all applicable policies, or shall procure a separate Railroad Protective insurance policy with Board as the name insured.
5. Such other insurance on or in connection with the Project as the Board may reasonably require, which at the time is commonly obtained in connection with properties similar in type of building size, use and location to the Project and which is available at commercially reasonable rates.

EXHIBIT G

MTS Standard Right of Entry Permit



**DISPOSITION AND DEVELOPMENT AGREEMENT**  
**[Palm Avenue Trolley Station Development, known as Palm City Village]**

**By and Among**

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**and**

Malick Infill Corp

Dated as of \_\_\_\_\_, 2021

**DISPOSITION AND DEVELOPMENT AGREEMENT**  
**[Palm Avenue Trolley Station Development, known as Palm City Village]**

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") dated, for identification purposes only, as of \_\_\_\_\_, 2021, is made and entered into by and among the SAN DIEGO METROPOLITAN TRANSIT SYSTEM, a public body, corporate and politic ("MTS"), and MALICK INFILL CORP, a California nonprofit public benefit corporation (the "Developer"), with reference to the following:

**RECITALS**

- A. **WHEREAS**, the Developer is an experienced owner, developer, and operator of multi-family housing;
- B. **WHEREAS**, MTS owns that certain vacant land located at 2430 Palm Avenue in the City of San Diego, California, and legally described in Exhibit "A" attached hereto (the "Property");
- C. **WHEREAS**, in collaboration with National Community Renaissance of California, a California corporation ("National CORE"), the Developer submitted to MTS a development proposal for the acquisition and joint development of the Property in multiple phases for a combined total of approximately 390 residential units, ground floor commercial/child care space, and 191 parking spaces, including 80 replacement parking spaces for MTS's use (the "Joint Development Project");
- D. **WHEREAS**, Developer's portion of the Joint Development Project will consist of approximately 102 residential units located in "Building D" (the "Project").;
- E. **WHEREAS**, concurrently with this Agreement, MTS is entering into a disposition and development agreement with National CORE for the development of its portion of the Joint Development Project, including approximately 288 residential units in three buildings ("Buildings A, B, and C") located on the Property ("National COREDDA");
- F. **WHEREAS**, on August 19, 2019, MTS and the Developer entered into an Exclusive Negotiation Agreement for the negotiation of this Agreement, as amended on February 5, 2020, November 12, 2020, and March 17, 2021; and
- G. **WHEREAS**, the parties intend that MTS shall lease the Property to the Developer and/or its affiliates for the development of each Project thereon, as more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions herein contained, MTS and the Developer hereto agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Defined Terms.** As used in this Agreement (including in the Recitals above), capitalized terms are defined where first used or as set forth in this Section. Capitalized terms used in an exhibit attached hereto and not defined therein shall also have the meanings set forth in this Section 1.1.

**"Building Permit"** means all permits issued by the City and required for commencement of construction of the Improvements.

**"City"** means the City of San Diego, California.

**"Close of Escrow"** means recordation of a memorandum of the Ground Lease and the Senior Loan Security Documents.

**"Code"** means the Internal Revenue Code of 1986, as amended, including the regulations promulgated thereunder or under any predecessor statute.

**"Construction Lender"** means the first trust deed lender that provides construction financing for the Project.

**"Construction Loan"** means the construction loan for the Project secured by the Senior Loan Security Documents.

**"Construction Loan Closing"** means recordation of the Senior Loan Security Documents in the Official Records.

**"Developer"** shall have the meaning set forth in the first paragraph of this Agreement. Notwithstanding the foregoing, Developer may also refer to the successors and assigns of Malick Infill Corp.

**"Due Diligence Documents"** has the meaning set forth in Section 6.2(a) hereof.

**"Due Diligence Investigation"** has the meaning set forth in Section 6.1(b) hereof.

**"Due Diligence Period"** has the meaning set forth in Section 6.1(a) hereof.

**"Escrow"** means the escrow through which (a) the Property is ground leased to the Developer, and (b) the Construction Loan Closing is conducted.

**"Escrow Holder"** means the firm that holds the Escrow.

**"Event of Default"** has the meaning set forth in Section 16.1.

**"Evidence of Financing"** has the meaning set forth in Section 7.3.

**"Final Construction Documents"** means plans, drawings and specifications in sufficient detail to support issuance of a Building Permit for the Project.

**"General Contractor"** means a licensed general contractor selected by the Developer to construct the Project.

**"Ground Lease"** means the separate ground lease of the Ground Lease Parcel pursuant to which the Property will be leased by MTS to the Developer and/or affiliates thereof.

**“Ground Lease Parcel”** means each of those certain legal lots created in accordance with the terms of this Agreement delineating each building parcel, Building A, Building B, Building C, and Building D described in the Scope of Development, as well as a remainder parcel which shall include rights for vehicular and pedestrian access and circulation.

**“Hazardous Materials”** means flammable materials, explosives, radioactive materials, hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable law, including, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 §§ 9601, et seq., as amended. Hazardous Materials expressly exclude substances typically used in the construction, development, operation and maintenance of an apartment complex provided such substances are used in accordance with all applicable laws.

**“Improvements”** means the improvements to be made to the Property in accordance with this Agreement, including, without limitation, in accordance with the Scope of Development and the Final Construction Documents.

**“Indemnitees”** means MTS, San Diego and Arizona Eastern Railway Company, San Diego Trolley, Inc., San Diego Transit Corporation, San Diego and Imperial Valley Railroad, and their officers, employees, representatives and agents.

**“Joint Development Project”** has the meaning set forth in Recital “C” above.

**“Monetary Lien”** has the meaning set forth in Section 6.5(a).

**“MTS CEO”** means the Chief Executive Officer of MTS or his/her designee.

**“Notices”** has the meaning set forth in Article 17.

**“Official Records”** means the Official Records of the County.

**“Parcel Map”** has the meaning set forth in Section 4.1.

**“Permitted Encumbrances”** means the Senior Loan Security Documents and such other exceptions to title reasonably approved by the MTS CEO.

**“Person”** means any individual or entity, its heirs, executors, administrators, legal representatives, successors and assigns, as the context may require.

**“Preliminary Project Budget”** has the meaning set forth in Section 7.2(a).

**“Preliminary Title Report”** has the meaning set forth in Section 6.4.

**“Project”** has the meaning set forth in Recital “D” above.

**“Project Architect”** means an architect to be selected by the Developer, subject to the approval of MTS, which approval shall not be unreasonably conditioned, withheld or delayed. MTS has approved Studio E as the initial Project Architect.

**"Project Documents"** means, collectively, this Agreement, the Ground Lease, the Memorandum of Ground Lease, and any other agreement, document or instrument that the Developer and MTS enter into pursuant to this Agreement or in order to effectuate the purposes of this Agreement.

**"Project Financing"** has the meaning set forth in Section 7.1.

**"Property"** has the meaning set forth in Recital "B" above.

**"Schedule of Performance"** means the Schedule of Performance attached hereto as Exhibit "B". The parties hereto acknowledge and agree that the dates included in the Schedule of Performance shall be subject to extension due to force majeure delays.

**"Senior Lender"** means the Construction Lender or the Take-Out lender, as the context requires, and their successors and assigns.

**"Senior Loan"** means the Construction Loan or the Take-Out Loan as the context requires.

**"Senior Loan Security Documents"** means the documents and instruments required by the Senior Lender to secure the Senior Loan.

**"Subordinate Loans"** means the any other loan subordinate to the Senior Loan.

**"Survey"** has the meaning set forth in Section 6.4.

**"Take-Out Lender"** means the lending institution that makes the Take-Out Loan and its successors and assigns.

**"Take-Out Loan"** means the long-term loan made by the Take-Out Lender to the Developer in order to take out the Construction Loan. Take-Out Loan may also refer to the Construction Loan if and when it converts to permanent financing.

**"Title Company"** means Fidelity National Title Company or such other title insurance company agreed to by the Developer and the MTS CEO.

**"TOD"** means the HCD Transit Oriented Development Program.

1.2 **Singular and Plural Terms.** Any defined term used in the plural in this Agreement shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 **Accounting Principles.** Any accounting term used and not specifically defined in this Agreement shall be construed in conformity with, and all financial data required to be submitted under this Agreement shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to MTS.

1.4 **References and Other Terms.** References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subsections shall be construed as references to the same Section in which the reference appears. The terms “including” and “include” mean “including (include) without limitation”.

1.5 **Exhibits Incorporated.** All attachments to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

## 2. **PARTIES**

2.1 **MTS.** MTS is the San Diego Metropolitan Transit System, also known as the San Diego Metropolitan Transit Development Board as set forth in the California Public Utilities Code Section 120050, and any successor to its rights, powers and responsibilities. The principal offices of MTS are located at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101.

2.2 **Developer.** The Developer is Malick Infill Corp, a California corporation., and any successor to its rights, powers and responsibilities. The principal offices of the Developer are located at 4662 Adams Avenue, San Diego, CA 92116.

2.3 **National Community Renaissance of California.** National CORE is serving as co-developer of the Joint Development Project.

## 3. **SCHEDULE OF PERFORMANCE**

A Schedule of Performance for the Project is attached hereto as Exhibit “B”. The Schedule of Performance sets forth the times by which the parties are to perform certain obligations under this Agreement. The Schedule of Performance may be modified from time to time by written agreement of the Developer and the MTS CEO.

#### 4. CITY OF SAN DIEGO PROJECT APPROVALS

4.1 The City of San Diego is the land use permitting authority for the Joint Development Project. The parties hereby acknowledge and understand that the Joint Development Project will not require any discretionary land use approvals. In accordance with the terms of the Preliminary Review response, dated as of May 6, 2021, all approvals required for the Joint Development Project will be ministerial.

4.2 The parties further agree that the Developer shall prepare, at its sole cost and expense, all mapping documents on behalf of MTS in order to achieve formation of the Ground Lease Parcels, which mapping documents, shall include, without limitation, any access or other easements across the remaining parcels that are necessary for each individual Project to operate.

4.3 MTS acknowledges that it is exempt from parcel map requirements under the Subdivision Map Act and therefore will create the Ground Lease Parcels by separate conveyances in accordance with Government Code section 66428.

4.4 Notwithstanding anything to the contrary contained herein, in the event the Developer determines that the Joint Development Project may include additional encroachments upon MTS property not anticipated to be included in the Ground Lease Parcels, MTS shall cooperate in good faith with Developer and/or Malick to enter into any agreements to allow such encroachments which are reasonably necessary for the feasibility of the Joint Development Project and/or each Project, provided such encroachment does not materially interfere with MTS transit operations.

4.5 The parties acknowledge and agree that the Developer shall pay all of the out-of-pocket costs and expenses connected with obtaining all necessary approvals from the City of San Diego, and any other applicable permitting authority, to construct and maintain the Joint Development Project. The Developer agrees that it shall be principally responsible for processing said approvals through City provided, however, MTS, without any out-of-pocket cost or expense to it, agrees to provide the Developer with all appropriate and necessary assistance in processing and securing the approvals.

#### 5. DESIGN REVIEW PROCESS

5.1 **Scope of Development.** The Developer shall develop the Property, at its sole cost and expense but subject to the availability to the Developer of the Project Financing, including, without limitation, financial feasibility, in accordance with the terms of this Agreement. Subject to the terms of this Agreement, the Developer shall develop the Property substantially in conformance with the Scope of Development attached hereto as Exhibit "C".

5.2 **City Building and Safety Plan Check.** The Developer shall cause the Improvements to be designed substantially in accordance with the Scope of Development and shall cause the Improvements to be processed through the City's plan check process on a schedule reasonably calculated to permit a Building Permit to issue by the time provided in the Schedule of Performance for the Close of Escrow. No provision of this Agreement shall be construed to be a pre-approval of, or commitment to approve any City permit applied for by the Developer or by any party relating to the Project or the Property.

5.3 **Rights of Access and Inspection.** Representatives of MTS, including the MTS CEO and his or her designees, shall have the reasonable right of access to the Property on two (2) business days' notice to the Developer, without charges or fees, during normal business hours and subject to reasonable job safety requirements as may be established by Developer during the performance of construction of the Project contemplated by this Agreement, for the purpose of reviewing the Developer's progress in commencing and diligently pursuing construction of the Project to completion as required by this Agreement.

5.4 **Developer Right to Terminate.** Prior to the Close of Escrow, the Developer may terminate this Agreement by fifteen (15) business days' notice to MTS if the Developer has been unable, by the time provided in the Schedule of Performance, to obtain the City's approval of the Final Construction Documents for the Project and obtain the Building Permit.

5.5 **Project Architect.** The MTS CEO shall have the right to approve any replacement for the Project Architect.

## 6. **PROPERTY INVESTIGATION**

### 6.1 **Due Diligence Period; Inspection and Access.**

(a) **Due Diligence Period.** The "Due Diligence Period" shall mean the period beginning on the later of (i) the date of this Agreement, and (ii) the date on which MTS delivers to the Developer the last of the Due Diligence Documents, and ending at 5:00 p.m. Pacific Time on the date which is one hundred eighty (180) days thereafter.

(b) **Due Diligence Investigation.** The Developer shall conduct its investigation of the Property during the Due Diligence Period. This investigation (the "Due Diligence Investigation") may include, in the Developer's sole and absolute discretion: a physical inspection of the Property, including, but not limited to, inspection and examination of soils, environmental factors, hazardous substances, archeological information relating to the Property, geological, engineering and other tests; a review and investigation of zoning, permits and entitlements; review of all governmental matters affecting the Property; and review of such other matters pertaining to an investment in, and development of, the Property as the Developer deems advisable. Such due diligence shall be conducted at the Developer's sole expense. The Developer shall notify MTS of its disapproval of the Due Diligence Investigation.

(c) **Access/Conditions.** The Developer and its representatives shall obtain a Right of Entry Permit to enter the Property to conduct its Due Diligence Investigation. Adequate transit parking shall be maintained at all times during the Due Diligence period. This right of entry shall be subject to the following conditions:

(i) The Developer shall be authorized to perform environmental testing and sampling at the Property at all times prior to the Close of Escrow. The Developer shall provide MTS with the results of any environmental testing or sampling it performs, provided, however, that such results shall be provided as an accommodation only with no representation or warranty by Developer and MTS shall have no right to rely on any such results. MTS shall be solely responsible for reporting the results of such testing or sampling to any governmental agency with jurisdiction, to the extent such reporting is required by law. The Developer shall also be authorized to communicate with any governmental agency having jurisdiction over the Property regarding the environmental condition of the Property or any other matter, and with any private or



public entity which may be responsible for the remediation of any environmental condition affecting the Property.

(ii) The Developer shall not permit any mechanics' or other liens to be filed against the Property as a result of the Developer exercising its right of entry and the Developer, at its sole cost, shall cause any liens so filed to be removed within twenty (20) days after the Developer receives notice of filing, by bond or otherwise.

(iii) Promptly after any physical inspection of the Property, the Developer, at its sole cost, shall restore the Property substantially to the condition that existed immediately prior to such inspection, provided, however, that the Developer shall have no obligation to mitigate any existing environmental condition on the Property. Notwithstanding anything to the contrary contained herein, in no event shall Developer have any liability hereunder for mere discovery of any conditions on the Property.

## 6.2 **MTS Disclosures.**

(a) **Delivery of Documents.** Within three (3) business days after the date of this Agreement, MTS shall deliver to the Developer copies of all documents in MTS's possession or control relating to the Property, including, without limitation, copies of any and all documents pertaining to the physical and/or economic condition of the Property, covenants, conditions and restrictions rights of use or access, whether or not recorded against the Property, all reports and studies regarding the physical condition of the Property, including but not limited to environmental, biological, archaeological, soils and engineering reports and studies and any other information regarding the physical, legal or financial condition of the Property (collectively, the "Due Diligence Documents").

(b) **Review of Other Documents.** In addition to the Developer's right to receive the Due Diligence Documents, the Developer and its representatives shall have the right of access to MTS's records during reasonable business hours to inspect, review, catalog and copy all files, books and records maintained by MTS or its affiliates or agents, wherever located, relating to the Property.

(c) **No Waiver.** MTS agrees that the rights of access and the disclosures provided in this Section 6.2 shall not relieve MTS of any of its obligations under this Agreement, or under applicable law, nor shall they constitute a waiver by the Developer of the same.

(d) **DIME Hollister LLC Access Acknowledgement Agreement.** Developer is aware that MTS has an obligation to provide access to a neighboring parcel, Assessor's Parcel No. 628-050-25-00, (DIME Property) and that it has entered into an agreement with the property owner, DIME Hollister LLC, acknowledging that obligation. Developer agrees to design the access road for the Project to connect to the DIME Property and that MTS will grant and record an access and utility easement over the Property in the location mutually agreed to by MTS, DIME, and Developer. Notwithstanding anything to the contrary contained herein, in no event shall MTS record any easement agreements with DIME without the prior written consent of NCRC, which shall not be unreasonably withheld.

6.3 **Approval/Disapproval of Due Diligence Investigation.** During the Due Diligence Period, the Developer may terminate this Agreement for any or no reason in the Developer's sole and absolute discretion upon written notice to MTS. If the Developer approves of the results of its Due Diligence Investigation, in the exercise of the Developer's sole and

absolute discretion, then the Developer shall deliver written notice (the "Approval Notice") to MTS no later than the expiration of the Due Diligence Period. If the Developer fails to deliver the Approval Notice to MTS prior to the expiration of the Due Diligence Period, then the Developer shall be deemed to have disapproved the results of its Due Diligence Investigation, whereupon this Agreement shall terminate.

6.4 **Preliminary Title Report and Survey.** Within five (5) business days after the date of this Agreement, the Developer shall obtain a preliminary title report or commitment for title insurance (the "Preliminary Title Report"), dated no earlier than sixty (60) days before the date hereof, covering the Property and issued by Title Company, together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. In addition, at the Developer's option and expense, the Developer may obtain a survey of the Property (the "Survey").

6.5 **Approval/Disapproval of Title.** The Developer may approve or disapprove of the exceptions shown on the Preliminary Title Report or any matter shown on the Survey for any reason in the Developer's sole and absolute discretion by the end of the Due Diligence Period.

(a) **Monetary Liens.** At its expense, MTS shall remove at or before the Close of Escrow all monetary liens (collectively, "Monetary Liens") including without limitation: (i) all delinquent taxes, bonds and assessments and interest and penalties thereon; and (ii) all other monetary liens, whether or not shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with MTS being fully responsible for any fees or penalties incurred in connection therewith). Monetary Liens shall not include a lien for non-delinquent general real property taxes prorated in accordance with this Agreement.

(b) **Approval/Disapproval of Title.** The Developer shall approve or disapprove of the Preliminary Title Report and the Survey (if applicable) and any exceptions to title shown thereon or therein (other than the Monetary Liens) in the exercise of the Developer's sole and absolute discretion by the end of the Due Diligence Period. If the Developer disapproves, then the Developer may either (i) terminate this Agreement by giving MTS written notice of termination, or (ii) give MTS a written notice (the "Disapproval Notice") identifying the disapproved title matters which the Developer will require to be removed or cured at or prior to Close of Escrow (the "Disapproved Exceptions"). Failure to give either notice approving the Preliminary Title Report and the Survey or the Disapproval Notice shall be deemed to constitute the Developer's election to terminate this Agreement. With respect to any Disapproved Exceptions, other than the Monetary Liens, and any exceptions created after the date of this Agreement, MTS shall notify the Developer in writing within five (5) days after MTS's receipt of the Disapproval Notice whether MTS will cause the Disapproved Exceptions to be removed or cured at or prior to Close of Escrow. If MTS elects not to remove or cure all Disapproved Exceptions, then the Developer may, at its option by notice to MTS given within ten (10) days after receipt of MTS's notice, elect to: (i) subject to satisfaction of the other closing conditions for the benefit of the Developer, close the purchase of the Property and take title subject to the Disapproved Exceptions which MTS elects not to remove or cure; or (ii) terminate this Agreement. Failure of the Developer to give such notice within such ten-day period shall be deemed an election to terminate this Agreement. Notwithstanding the foregoing, the Developer shall have the right to review and approve any new exceptions (the "New Encumbrances") shown on a Preliminary Title Report following the end of the Due Diligence Period up through and including until the Close of Escrow. In the event the Developer fails to approve any New Encumbrance, this Agreement shall terminate.

(c) **Failure to Cure.** If any Disapproved Exceptions that MTS is required to or has elected to remove or cure, or any Monetary Liens, or exceptions to title created after the date hereof without the written consent of the Developer have not been removed prior to Close of Escrow, or provision for their removal at the Close of Escrow has not been made to the Developer's satisfaction, the Developer may elect, in its sole discretion, to: (i) close the purchase of the Property and take title subject to the Disapproved Exceptions which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Exceptions which have not been removed at MTS's cost and expense; or (iii) terminate this Agreement.

## **7. FINANCING FOR THE PROJECT**

7.1 **Financing Plan.** It is contemplated that the Developer will finance the Project through private financing. If the Developer successfully obtains funding from a public financing source, those funds shall thereafter become part of the Project Financing.

7.2 **Preliminary Project Budget.** Attached hereto as Exhibit "D" are the following preliminary budgetary materials for the Project:

- (a) Preliminary Project Budget;
- (b) Sources and Uses of Funds Statement;
- (c) Cash Flow Projection; and
- (d) First Year Operating Budget.

Until the Construction Loan Closing, the Developer, if, as and when additional information becomes available, shall promptly revise these budgetary materials to reflect the best information then available to Developer, and shall submit the revised documents to the MTS CEO.

7.3 **Final Project Budget.** Prior to the Construction Loan Closing, MTS CEO, the Developer and the third-party lenders and/or investors providing the Project Financing shall agree on the final Project Budget.

7.4 **Financing Commitments.** The Developer shall use its best efforts to obtain, by the earliest reasonable date, financing for the Project. Not later than the time provided in the Schedule of Performance, the Developer shall submit to MTS CEO preliminary commitments for the Project Financing. MTS agrees, without any obligation to incur any out-of-pocket cost or expense, to provide the Developer with all appropriate assistance in applying for any of the Project Financing.

### **7.5 Developer Rights to Terminate.**

(a) **Failure to Obtain Other Project Financing.** Prior to the Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) days' notice to MTS if, despite having made commercially reasonable efforts, it has been unable by the time provided in the Schedule of Performance to obtain Project Financing with terms and conditions reasonably acceptable to the Developer.

7.6 **MTS Right to Terminate.** Prior to the Construction Loan Closing, MTS may terminate this Agreement by giving thirty (30) days' notice to the Developer if the Developer fails to obtain the Project Financing (or such financing which allows Project feasibility, subject to the reasonable consent of MTS) by the time set forth in the Schedule of Performance. Notwithstanding the foregoing, if the Developer obtains the Project Financing during said thirty (30)-day notice period, MTS's notice of termination shall be deemed nullified thereby.

## 8. **CONVEYANCE OF THE PROPERTY**

8.1 **Agreement.** MTS, subject to the conditions set forth in Section 8.4, agrees to ground lease to the Developer, and the Developer, subject to the condition set forth in Section 8.5, agrees to ground lease from MTS, the Property pursuant to the "Ground Lease" in substantially the form attached hereto as Exhibit "E" as said form may be modified by the mutual agreement of the Developer and the MTS CEO.

(a) A separate Ground Lease shall be executed for the Building D Project;

(b) Developer shall commence construction of the Project within eight and one half years (102 months) following the start of construction of the first phase of the Joint Development and shall complete construction of the Project not later than ten (10) years following the start of construction on the first phase of the Joint Development.

(c) If Developer fails to close escrow and commence construction of the Project within the above deadlines, subject to reasonable force majeure delays, MTS shall have the right to terminate this DDA.

(d) In the event this DDA is terminated pursuant to Paragraph 8.1(c), National CORE shall have a right of first refusal to assume Developer's rights and obligations under this DDA as to Building D. MTS and National CORE shall mutually agree upon new project deadlines for the assigned Ground Lease Parcel rights, provided, however, that the assigned Ground Lease Parcel project shall close escrow within 36 months of the new DDA rights being assigned.

(e) If this DDA is terminated pursuant to Paragraph 8.1(c) and National CORE declines to exercise its rights in Paragraph 8.1(d), then MTS shall have the right to either keep the Ground Lease Parcel for MTS's use or lease the vacant Ground Lease Parcel to another party, in MTS's sole discretion.

(f) MTS agrees that prior to exercising its Paragraph 8.1(e) rights related to Buildings A, B, and/or C in the National CORE DDA, that it will give Developer a right of first refusal to assume National CORE's rights and obligations under the National CORE DDA as to Building A, B, and/or C, as applicable.

8.2 **Escrow.** Conveyance of the Property pursuant to the Ground Lease shall be made through the Escrow. This Agreement shall constitute escrow instructions to the Escrow Holder. MTS and Developer shall execute such escrow instructions as are consistent with this Agreement and as may be reasonably required by the Escrow Holder.

8.3 **Term of Escrow.** The Escrow for each Ground Lease Parcel shall close concurrent with the Construction Loan Closing for each Project.

8.4 **Conditions for the MTS's Benefit.** MTS's obligation to ground lease the Property to the Developer pursuant to the Ground Lease for each Project, if and as applicable, shall be subject to satisfaction of the following conditions precedent:

(a) **Ground Lease Parcel Creation.** In coordination with National CORE, Developer shall prepare the legal descriptions and plats for the Ground Lease Parcels and shall obtain MTS approval of the same before close of escrow on the first building phase under this DDA or the National CORE DDA, whichever occurs first. MTS shall retain appropriate access and utility easement rights for the DIME property, subject to the terms of Section 6.2(d).

(b) **Evidence of Financing.** The MTS CEO has received the following "Evidence of Financing" which shows sufficient financing and/or grants to complete the Project:

(i) **Senior Loan.** True and complete copies of the Senior Loan documents.

(ii) **Subordinate Loans.** True and complete copies of the documents evidencing the Subordinate Loans.

(iii) **Tax Credit Financing.** True and complete copies of an amended and restated agreement of limited partnership of the Developer pursuant to which a tax credit investor is admitted as a limited partner to the Developer and agrees to contribute the Tax Credit Funds to the Developer. For purposes of this Agreement, "Tax Credit Funds" shall mean the capital contributions of the tax credit investor made in consideration for its partnership interest in accordance with the terms of the partnership agreement.

(iv) **Grants or other funding.** True and complete copies of any grant awards or other funding that will be used to complete the project.

(c) **Construction Contract.** MTS has received a true and complete copy of a contract by and between the Developer and the General Contractor pursuant to which the General Contractor has agreed to construct the Improvements.

(d) **Organizational Documents.** The MTS CEO shall have received a copy of such portions of the organizational documents (e.g., partnership agreement, limited liability company operating agreement) of the Developer as the MTS CEO deems reasonably necessary to document the power and authority of the organization to perform its obligations under this Agreement.

(e) **Building Permit.** The Building Permit for the Improvements has been issued or is ready to issue upon only payment of a sum certain.

(f) **Work to Commence.** The MTS CEO shall be reasonably satisfied that the work of the Improvements will commence not later than thirty (30) days after the Close of Escrow.

(g) **Insurance.** MTS has received satisfactory evidence that the insurance required pursuant to Exhibit "F" is in full force and effect.

(h) **Representations and Warranties.** The representations of the Developer contained in this Agreement shall be correct in all material respects as of the Close of Escrow as though made on that date and, if requested by the MTS CEO, MTS shall have received a certificate to that effect signed by the Developer.

(i) **No Default.** No Event of Default by the Developer shall then exist, and no event shall then exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default by the Developer and, if requested by the MTS CEO, MTS shall have received a certificate to that effect signed by the Developer.

8.5 **Covenants of the Developer.** The Developer covenants and agrees to use best efforts to satisfy, by the time provided in the Schedule of Performance, any and all of the conditions set forth in Section 8.4 that (a) the Developer has not elsewhere in this Agreement expressly covenanted and agreed to satisfy, and (b) the satisfaction of which is entirely within the reasonable control of the Developer.

8.6 **Condition for the Developer's Benefit.** The Developer's obligation to ground lease the Property from MTS shall be subject to satisfaction of the following conditions precedent:

(a) **Title Insurance.** Title Company is prepared to issue its ALTA owner's form policy of title insurance, with liability in the amount of the principal amounts of all loans obtained for the Project, including, without limitation, the Senior Loan and Subordinate Loans, showing leasehold title to the Property and fee title the improvements located thereon vested in the Developer, subject only to the lien of the Construction Loan Security Documents and the documents securing the Subordinate Loans and such other exceptions as the Developer has previously notified MTS were acceptable to the Developer (the "Developer Title Policy").

(b) **Ground Lease Parcel Creation.** MTS shall have approved the Ground Lease Parcel descriptions and reserved access and utility easements.

(c) **Building Permit and Other Applicable Approvals.** The Building Permit for the Improvements, and any other necessary permits, have been issued or is ready to issue upon only payment of a sum certain.

(d) **Satisfaction of Contingencies.** The Developer has approved all of the Developer's contingencies set forth in Article 6 of this Agreement.

(e) **Evidence of Financing.** The Developer has received and approved the following "Evidence of Financing":

(i) **Senior Loan.** True and complete copies of the Senior Loan documents.

(ii) **Subordinate Loans.** True and complete copies of the documents evidencing the Subordinate Loans.

8.7 **Developer Right to Terminate.** Prior to the Close of Escrow, the Developer may terminate this Agreement by giving thirty (30) days' written notice to MTS if, despite having

made its best efforts, it has been unable, by the time provided in the Schedule of Performance, to satisfy or obtain a waiver of any of the conditions set forth in Section 8.4.

8.8 **MTS Right to Terminate.** Prior to the Close of Escrow, MTS may terminate this Agreement by giving thirty (30) days' written notice to the Developer if, by the time provided in the Schedule of Performance, the Developer has failed to satisfy or obtain waiver of any of the conditions set forth in Section 8.4. Notwithstanding the foregoing, if the Developer, during said thirty (30)-day notice period, satisfies said conditions, then the MTS notice of termination shall be deemed nullified thereby.

8.9 **Waiver of Conditions.** The conditions set forth in Section 8.4 are for MTS's benefit only and the MTS CEO may waive all or any part of such rights by notice to the Developer and the Escrow Holder. The conditions set forth in Section 8.6 are for the Developer's benefit only and the Developer may waive all or any part of such right by notice to MTS and the Escrow Holder.

## **9. AFFORDABILITY OF PROJECT**

As more particularly provided in the Ground Lease, for a period of fifty-five (55) years from the issuance of a certificate of occupancy, the dwelling units in the Project shall be rented to families whose incomes do not exceed one hundred and ten percent (110%) of area median income.

## **10. PHYSICAL CONDITION OF PROPERTY**

10.1 The Developer acknowledges and agrees that it is ground leasing the Property solely in reliance on its own investigation, and that no representations and/or warranties of any kind whatsoever, express or implied, have been made by MTS, or by its officers, employees, representatives or agents. The Developer further acknowledges and agrees that, as of the Close of Escrow, the Developer will be acquiring the Property on an "AS IS" condition with all faults and conditions then existing in and on the Property, whether known or unknown; provided that the foregoing shall not constitute a release of MTS under any statute or common law theory. Notwithstanding the foregoing, MTS acknowledges and agrees that neither this Section 10.1, nor any other term, provision or condition of this Agreement obligates the Developer, as between it and MTS, and prior to the Close of Escrow, to remediate, or to incur any cost to remediate, any Hazardous Materials discovered by the Developer on the Property prior to the Close of Escrow. In the event that Hazardous Materials are so discovered, disposition of the situation shall be governed by the conditions set forth in Section 10.2.

10.2 If, following expiration of the Due Diligence Period but prior to execution of the Ground Lease, the Developer discovers Hazardous Materials on, under or about the Property, then the Developer, subject to the condition set forth below, shall have the right, prior to the Close of Escrow, to terminate this Agreement by thirty (30) days' notice to MTS. The Developer's right to terminate this Agreement shall be subject to the condition precedent that the Developer first have submitted to MTS any and all information then available to the Developer as to the nature and scope of the Hazardous Materials discovered and the cost estimated to remediate it, if any such cost estimate exists.

## **11. CLOSE OF ESCROW; EXPENSES**

11.1 **Documents to be Delivered.** Upon receipt by the Escrow Holder of:

- (a) the Memorandum of Ground Lease; and
- (b) all other funds and documents required to close the Escrow in accordance with this Agreement.

and when the conditions precedent described in Sections 8.4 and 8.6 have been satisfied or waived in writing by the MTS CEO, the Escrow Holder shall, in the following order, record in the Official Records:

- (i) the Memorandum of Ground Lease; and
- (ii) such other documents required to close the Escrow in accordance with this Agreement.

11.2 **Expenses of the Developer.** The Developer shall pay: (a) any and all documentary transfer taxes and recording fees arising from leasehold conveyance of the Property from MTS to the Developer by the Ground Lease, (b) the Escrow fee, (c) the premium for Developer Title Policy, and (d) all such other costs and expenses reasonably related to the Escrow and not expressly provided for herein.

11.3 **Instruction to Escrow Holder Regarding Waiver of Transfer Taxes and Recording Fees.** The Escrow Holder is hereby instructed to seek such waivers and exemptions from transfer taxes and recording fees as are available pursuant to Revenue and Taxation Code Section 11922 and Government Code Section 6103, respectively.

11.4 **Broker's Commissions.** The Developer represents and warrants that it has not engaged any broker, agent or finder in connection with this Agreement, and the Developer agrees to indemnify, protect, hold harmless, and defend the Indemnitees from any claim by any brokers, agents or finders retained by Developer. The MTS represents and warrants that it has not engaged any broker, agent or finder in connection with this Agreement, and the Developer agrees to indemnify, protect, hold harmless, and defend the Indemnitees from any claim by any brokers, agents or finders retained by Developer.

## 12. OTHER ESCROW INSTRUCTIONS

12.1 **Funds in Escrow.** All funds received in the Escrow shall be deposited by the Escrow Holder in a general escrow account with any state or national bank doing business in the State of California and reasonably approved by the MTS CEO and the Developer, and such funds may be combined with other escrow funds of the Escrow Holder. All disbursements shall be made on the basis of a thirty (30) day month.

12.2 **Failure to Close.** If the Escrow is not in condition to close on or before the time established in the Schedule of Performance, any party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand the return of its money, papers, or documents from the Escrow Holder. No demand for return shall be recognized until fifteen (15) days after the Escrow Holder (or the party making such demand) shall have mailed copies of such demand to the other party. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party within the 15-day period, in which event the Escrow Holder is authorized to hold all money, papers and documents until instructed



by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible.

If objections are raised in the manner provided above, the Escrow Holder shall not be obligated to return any such money, papers or documents except upon the written instructions of both the MTS CEO and the Developer, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are made within said 15-day period, the Escrow Holder shall immediately return the demanded money, papers or documents.

12.3 **Amendments**. Any amendment to these Escrow instructions shall be in writing and signed by the MTS CEO or MTS counsel and the Developer or Developer counsel. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as the Escrow Holder under such amendment.

12.4 **Notices**. All Notices from the Escrow Holder to MTS or the Developer shall be given in the manner provided in Article 16.

12.5 **Liability**. The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under Sections 12.1, 12.2 and 12.3.

### **13. RESERVED**

### **14. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

14.1 **Developer's Formation, Qualification and Compliance**. The Developer (a) is validly existing and in good standing under the laws of the State of California, (b) has all requisite authority to conduct its business and own and lease its properties, (c) has all requisite authority to execute and perform its obligations under this Agreement.

14.2 **Litigation**. The Developer represents and warrants that there are no material actions, lawsuits or proceedings pending or, to the best of the Developer's knowledge, threatened against or affecting the Developer, the adverse outcome of which could have a material adverse effect on the Developer's ability to perform its obligations under this Agreement.

### **15. INDEMNIFICATION**

15.1 **Nonliability of MTS**. The Developer acknowledges and agrees that:

(a) MTS neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform the Developer of any matter in connection with the Project, including matters relating to: (i) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (ii) the progress of the Project and its conformity with the plans and specifications prepared by the Developer's consultants; and the Developer shall rely entirely on its own judgment with respect to such matters and acknowledge that any review, inspection, supervision, approval or information supplied to the Developer by MTS in connection with such matters is solely for the protection of MTS and that neither the Developer nor any third party is entitled to rely on it;

(b) Notwithstanding any other provision of this Agreement: (i) MTS is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of the Developer and MTS does not intend to ever assume any such status; and (ii) MTS shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Developer;

(c) MTS shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, the Property by the Developer whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement undertaken by the Developer; (ii) any act or omission of the Developer or any of the Developer's agents, employees, contractors, licensees or invitees; or (iii) following the Close of Escrow, any accident on the Property or any fire or other casualty or hazard thereon not caused by MTS; and

(d) By accepting or approving anything required to be performed or given to under this Agreement, including any certificate, financial statement, survey, appraisal or insurance policy, MTS shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by MTS to anyone.

**15.2 Indemnity.** Except with respect to Hazardous Materials found to exist on the Property as of the date of this Agreement, from and after the Close of Escrow, the Developer shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to the MTS CEO) the Indemnitees from and against any and all losses, costs, claims, expenses, damages and liabilities (including, without limitation, reasonable attorneys' fees and court costs) directly or indirectly arising from, related to, or as the result of (a) the death of any person on the Property, (b) damage, injury or loss to any person on the Property, or (c) damage or injury to any property occurring or resulting directly or indirectly from the use, occupancy or development of the Property pursuant to this Agreement, the activities of Developer or its officers, directors, employees, agents, servants or contractors, or from any other cause, except to the extent caused by the Indemnitees' negligence or willful misconduct. This indemnity shall survive termination of this Agreement.

Notwithstanding anything to the contrary contained herein, MTS acknowledges and agrees that no term, provision or condition of this Agreement obligates the Developer to remediate or to incur any cost to remediate any Hazardous Materials discovered by the Developer on the Property prior to the Close of Escrow. In the event that the Developer discovers Hazardous Materials prior to the Close of Escrow, it shall have the right to terminate this Agreement by thirty (30) days' notice to MTS.

## **16. DEFAULTS AND REMEDIES**

**16.1 Event of Default.** Any of the following events or occurrences with respect to either party shall constitute a material breach of this Agreement and, after the expiration of any applicable cure period, shall constitute an "Event of Default" by such party:

(a) The failure by any party to pay any amount in full when it is due under this Agreement, if the failure has continued for a period of fifteen (15) days after the party entitled to payment demands in writing that the other party cure that failure.

(b) The failure by any party to perform any other obligation under this Agreement, including, without limitation, the other Project Documents, if the failure has continued for a period of thirty (30) days after demand in writing that such party cure the failure. If, however, by its nature, the failure cannot reasonably be cured within thirty (30) days, such party may have such longer period of time as is reasonably necessary to cure the failure, provided, however, that such party commence said cure within said thirty (30)-day period, and thereafter diligently prosecute said cure to completion.

16.2 **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

16.3 **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by another party.

## 17. NOTICES

All notices, consents, demands, approvals and other communications (the "Notices") that are given pursuant to this Agreement shall be in writing to the appropriate party and shall be deemed to have been fully given when delivered, including delivery by commercial delivery service, or if deposited in the United States mail, postage prepaid, when received or refused. All Notices shall be addressed as follows:

If to Developer:

Malick Infill Corp  
2358 University Avenue #1765  
San Diego, CA 92104  
Attn: Andrew Malick

If to MTS:

San Diego Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, California 91355  
Attention: General Counsel

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

## 18. ASSIGNMENT

18.1 **Generally Prohibited.** Except as otherwise expressly provided to the contrary in this Agreement, the Developer may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the MTS CEO, which consent may be withheld in his/her reasonable discretion. Any such assignment or delegation without such consent shall, at MTS's option, be void. Notwithstanding the foregoing, Developer shall be

entitled to enter into each respective Ground Lease with a to-be-formed limited partnership in which the Developer or its affiliates serve as a general partner.

## **19. ADMINISTRATION**

Following approval of this Agreement by MTS, this Agreement shall be administered and executed on behalf of MTS by the MTS CEO. The MTS CEO shall have the authority to issue, approvals, consents, interpretations, waive terms and conditions, and enter into amendments of this Agreement and the attachments (including, without limitation, to the Schedule of Performance and the Ground Lease) provided that such actions do not substantially change the uses or development permitted of the Property. All other waivers or amendments shall require the formal consent of MTS.

## **20. MISCELLANEOUS**

20.1 **Counterparts**. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

20.2 **Prior Agreements; Amendments; Consents**. This Agreement contains the entire agreement among the parties with respect to the Property, and all prior negotiations, understandings and agreements are superseded by this Agreement. No modification of this Agreement (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given.

20.3 **Governing Law**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Assuming proper service of process, the Developer and MTS waive any objection regarding personal or in rem jurisdiction and agree that venue shall be proper in the County of San Diego, California.

20.4 **Severability of Provisions**. No provision of this Agreement that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of this Agreement are hereby declared to be severable.

20.5 **Headings**. Article and section headings are included in this Agreement for convenience of reference only and shall not be used in construing this Agreement.

20.6 **Time of the Essence**. Time is of the essence of this Agreement.

20.7 **Conflict of Interest**. No member, official or employee of MTS shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

20.8 **Warranty Against Payment of Consideration**. The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

20.9 **Nonliability of MTS Officials and Employees**. No member, official or employee of MTS shall be personally liable to the Developer, or any successor in interest, in the

event of any default or breach by MTS or for any amount which may become due to the Developer or successor, or on any obligation under the terms of this Agreement.

20.10 **Submission of Documents and Other Matters for Approval.** Whenever this Agreement requires either party to submit documents or other matters to the other party for approval, and there is no time specified herein for such approval, the submitting party may submit a letter requiring approval or rejection by the other party of the documents or matter submitted within ten (10) business days after submission (unless a longer period is reasonably required and requested in writing), and unless rejected within the stated time such documents or matter shall be deemed approved. Except where such approval is expressly reserved to the sole discretion of the approving party, all approvals required hereunder by either party shall be reasonable and not unreasonably withheld, conditioned or delayed.

20.11 **Force Majeure.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; litigation beyond the reasonable control of a party; unusually severe weather; inability, despite best efforts, to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier beyond the reasonable control of a party; acts of the other party; acts or the failure to act of any public or governmental entity (except that acts or the failure to act of MTS shall not excuse performance by MTS); or any other acts or causes beyond the reasonable control of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. **Force Majeure** shall serve also to extend the time by which any condition, for the benefit of either party, shall be satisfied under this Agreement.

20.12 **Project Name.** The marketing name for the Project shall be "Palm City Village" or such other name as the MTS CEO and the Developer may agree.

20.13 **Term of this Agreement.** Unless terminated prior thereto pursuant to the terms hereof, this Agreement shall terminate upon the Close of Escrow and the execution and delivery of the Ground Lease for the final Ground Lease Parcel.

[INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

“Developer”

Malick Infill Corp, a California corporation

By:

By: \_\_\_\_\_

Andrew Malick, President

(Signatures continued of following page)

“MTS”

SAN DIEGO METROPOLITAN TRANSIT SYSTEM, a  
public body, corporate and politic

By: \_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen F. Landers, General Counsel

## EXHIBITS

- "A" - Legal Description of the Property
- "B" - Schedule of Performance
- "C" - Scope of Development
- "D" - Preliminary Project Budget
- "E" - Material Terms of Ground Lease
- "F" - Insurance Requirements
- "G" - Right of Entry Permit



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT "B"**

**SCHEDULE OF PERFORMANCE**

Creation of Ground Lease Parcel.

Developer shall prepare the legal descriptions and plat maps under Paragraph 8.4(a) and any other documentation necessary to achieve formation of a separate Ground Lease Parcel for Building D at least 10 days prior to the Construction Loan Closing date.

Evidence of Financing.

Developer shall submit Evidence of Financing to the MTS CEO not later than ten (10) days prior to the Construction Loan Closing date.

Ground Leases.

Parties shall execute Ground Lease concurrent with the Construction Loan Closing date.

Commencement of Construction.

The Developer shall commence construction on a particular phase within thirty (30) days following the later of (i) Ground Lease execution and (ii) issuance of Grading and Building permits by the City of San Diego.

Completion of Construction.

The Developer shall complete construction no later than thirty (30) months after Commencement of Construction, unless excused by Force Majeure.

If the Developer fails to satisfy any obligation by the deadline set forth above, the Developer shall not be in default under this Agreement unless the Developer has first been given written notice of such failure and an opportunity to cure pursuant to Section 16.1(b). Any cure by the Developer within the period set forth by Section 16.1(b) shall constitute a full and complete cure of the failure, notwithstanding the fact that the deadline established herein was not first met by the Developer.

## EXHIBIT "C"

### SCOPE OF DEVELOPMENT

The Developer shall construct or cause to be construct the "Project" which consist of the following:

Building D:

**Building D** is 102 units with a mix of studios, (1) bedrooms, and (2) bedrooms. Malick reserves the right to adjust the unit mix and density of Building D to accommodate market demand and/or funding source requirements as long as it does not decrease the unit count by 10% or more.

Upon full-build out, the Joint Development Project will provide a total of 191 on-site parking spaces. A total of 80 spaces will be reserved for MTS's exclusive use. An overall parking management plan will be created which will also detail how shared parking if any will be implemented.

EXHIBIT "D"

**PRELIMINARY PROJECT BUDGET**

**EXHIBIT "E"**

**GROUND LEASE MATERIAL TERMS**

1. Ground Lease Terms. The term of the Ground Lease shall be 99 years, beginning on the date of execution. The Ground Lease will be executed prior to any construction work commencing on the property.
2. Minimum Density & Rent Restrictions. The Project shall consist of one building (Building D) comprising approximately 102 Residential Apartments with an estimated occupancy of 218 people.

All of the units shall be restricted to residents who meet affordable housing area medium incomes of no greater than 110% Area Median Income (AMI). Any downward deviation of less than ten percent (10%) from the estimated unit count shall not be considered a material change under Section 305(b). Any deviation upward from the estimated unit count shall not be considered a material change under Section 305(b).

3. Rent. Developer shall pay to Board as rent, in arrears, on an annual basis, an amount equal to 10% of annual Effective Gross Income (EGI) exceeding an industry standard target Return on Investment (ROI). The Developer shall submit a final financial pro forma model, inclusive of the sources and uses for the Project and the Developer's proposed ROI target, within 30 days prior to Close of Escrow for the subject parcel. Developer and the MTS CEO shall agree on a cap for the target ROI based on a reasonable percentage spread over the capitalization rate for similar multi-family projects in comparable markets, as based on available market and industry publications regarding multi-family housing financial parameters in general and capitalization rates and developer return targets in particular. The Developer shall report annually total EGI for the Project, the amount exceeding the target ROI applied against the original total development costs invested by the Developer in the form of debt and equity funding sources, and the indicated ground rent based on 10% of this excess EGI.
3. Leasehold Mortgages. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
4. Regulatory Requirements for Developer's Financing. MTS acknowledges that Developer may be seeking grants, loans, and other local, state or federal funding to complete the Project. MTS agrees to the execute necessary regulatory agreements, restrictive covenants, lease riders, or similar documents agreeing to be bound by the affordability restrictions and other terms and conditions of the applicable government financing program; PROVIDED, HOWEVER, that MTS shall not be responsible for directly repaying any loan, grant, or other subsidy awarded to Developer. In the event a government funding program requires MTS to be a signatory with joint and several liability, MTS shall have the right, in its sole discretion, to either refuse to execute such agreements or to require additional security from Developer to secure Developer's performance and avoid risk to MTS.
5. Project Phasing; Deadlines. The Joint Development is anticipated to be constructed in multiple phases, with Building D as the final phase. Construction of Building D will commence within eight and one half years (102) months following the start of construction on the first phase and will be completed not later than ten (10) years following the start of

construction on the first phase. Once construction commences, the building will achieve substantial completion within thirty (30) months, subject to extension for "Force Majeure".

6. Parking/Transit Parking. The Joint Development Project at full build-out will include approximately 191 on-site parking spaces, with a minimum of 80 spaces to be designated for MTS's exclusive use. The MTS exclusive use spaces shall be designed in a manner that allows MTS to manage, control and enforce the MTS-only parking restriction. The Joint Development Project shall provide mobility hub features to facilitate and incentivize trolley ridership, including bike lockers, uber pick-up area and other incentives to the residents.
7. MTS Policy 18. Developer shall comply with MTS Board Policy 18 prevailing wage and skilled labor requirements in effect at the time of commencement of construction of the Joint Development Project.
8. Encouragement of Public Transit. Developer will prepare a Parking Management Plan to include opportunities to encourage on-site residents to use public transit and reduce the demand for residential parking.

## EXHIBIT "F"

### INSURANCE REQUIREMENTS

During the Term of this Agreement, Developer at its sole cost and expense shall:

1. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Improvements on the Premises (including without limitation the Trolley Parking Facilities) resulting from fire, windstorm, hail, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage casualty insurance policies. All such policies shall be endorsed to include coverage for the costs of demolition of the Improvements and the clearing and restoration of the Premises in the event of damage, destruction or condemnation if the Improvements are not fully restored. In addition, if Lessee carries coverage voluntarily for additional causes (such as earthquake, riot, civil commotion, or other), such coverage shall be treated in all respects as the policy or policies required to be kept under this Subparagraph 1, for so long as Lessee continues to voluntarily carry such coverage. All insurance hereunder shall be maintained in an amount not less than one hundred percent (100%) of the full insurable value of the Improvements as defined in **Section 1003 of the Ground Lease** (such value to include amounts spent for construction of the Improvements, architectural and engineering fees, and inspection and supervision).
2. Maintain or cause to be maintained public liability insurance naming Board and all entities (including San Diego Transit Corporation, San Diego Trolley, Inc., and San Diego & Arizona Eastern Railway Co.) controlling, controlled by or under common control with Board, together with their respective contractors, agents, officers, employees, invitees and licensees and such other parties as the Board may designate from time to time as additional insureds, to protect against loss from liability imposed by law as a result of the acts or omissions of Lessee, its agents, servants or employees for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever in, on or about the Premises or the Improvements; to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, as a result of the acts or omissions of Lessee, its agents, servants or employees alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Lessee or under its control or direction arising from the use and occupancy by Lessee under the Lease of the Premises and the Improvements; and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of Lessee under this Lease in connection with the Premises, the Improvements, or Lessee or its sublessees, or any person acting for Lessee or under its control or direction.
  - 2.1. Such public liability insurance shall also protect Board and such additional insureds against incurring any legal cost in defending claims for alleged loss insured under such policy. Such public liability insurance shall be maintained in full force and effect during the entire term of this Lease in an amount of at least Three Million Dollars (\$3,000,000) Adjusted for Inflation, combined single limit, provided solely for the Project.

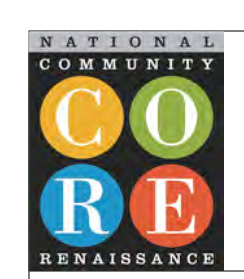
- 2.2. Lessee agrees that provisions of this paragraph as to public liability insurance shall not be construed to limit in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, or the activities of any other person or persons for which Lessee is otherwise responsible.
3. Maintain or cause to be maintained workers' compensation insurance issued by an insurance carrier authorized under the laws of the State of California for workers' compensation and employer's liability under the Workers' Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Lessee in connection with the Premises and the Improvements, and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of, any person incurring or suffering injury or death in connection with the Premises and the Improvements, or the operation thereof by Lessee.
4. During the course of any alteration, construction or reconstruction, including, without limitation, during the period of the construction of the Improvements, builders risk insurance for the amount of the completed value on an all-risk form including "course of construction" coverage, (including earthquake and flood if required by any Permitted Mortgagee) insuring the interests of Board, Lessee and Permitted Mortgagee as their interests may appear. The Permitted Mortgagee shall be named as lender loss payee, and the Board and the Lessee shall be named as additional loss payees. The insurer shall waive all rights of subrogation against Board. Lessee shall also require its general contractor to carry such insurance. Lessee shall confirm that the proximity of the Premises to a railroad does not result in policy exclusions that would result in the denial of coverage for claims on the Premises. In such an event, Lessee shall cause such exclusions to be removed from all applicable policies, or shall procure a separate Railroad Protective insurance policy with Board as the name insured.
5. Such other insurance on or in connection with the Project as the Board may reasonably require, which at the time is commonly obtained in connection with properties similar in type of building size, use and location to the Project and which is available at commercially reasonable rates.



EXHIBIT G

MTS STANDARD RIGHT OF ENTRY PERMIT





**STUDIO E**  
ARCHITECTS

**MALICK**  
INFILL DEVELOPMENT

**McCullough**  
landscape architecture | environmental planning | urban design

# Palm Avenue Transit Oriented Development

March 29, 2021 ::

San Diego, California ::





Residential Units

Building A: 16 studios, 68 1BR, 84 Units Total
Building B: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Building C: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Building D: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Total Unit Count: 390
Max Building Height: 85'

Parking Count

Building A: 24
Building B: 44
Building C: 42
Building D: 43
Surface Lot: 38
Total Spaces: 191

Site Plan

- 1 - Garage Entrance / Exit

2 - Short-term Parking

3 - Bicycle Parking (typ.)

4 - Plaza / Marketplace

5 - Bodega / Corner Store

6 - Grassy Hill

7 - Trolley Station

8 - Food Truck Zone

9 - Scooter Parking (typ.)

10 - Bicycle Lockers
- 11 - Amenity Deck

12 - Neighborhood Green

13 - Picnic / BBQ Area (typ.)

14 - Otay River Valley Trailhead

15 - Raised 'Speed Table'

16 - Park Workout Station (typ.)

17 - Rideshare Dropoff

18 - Running Loop

19 - Pop-up Café

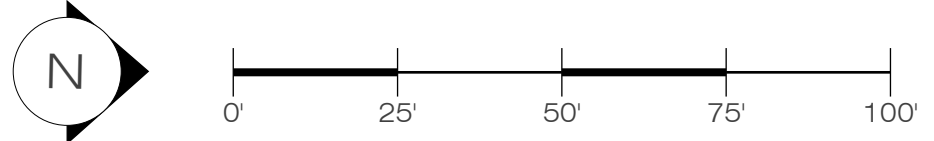
20 - Elevated Amenity Space

21 - 'Canyon' Alley



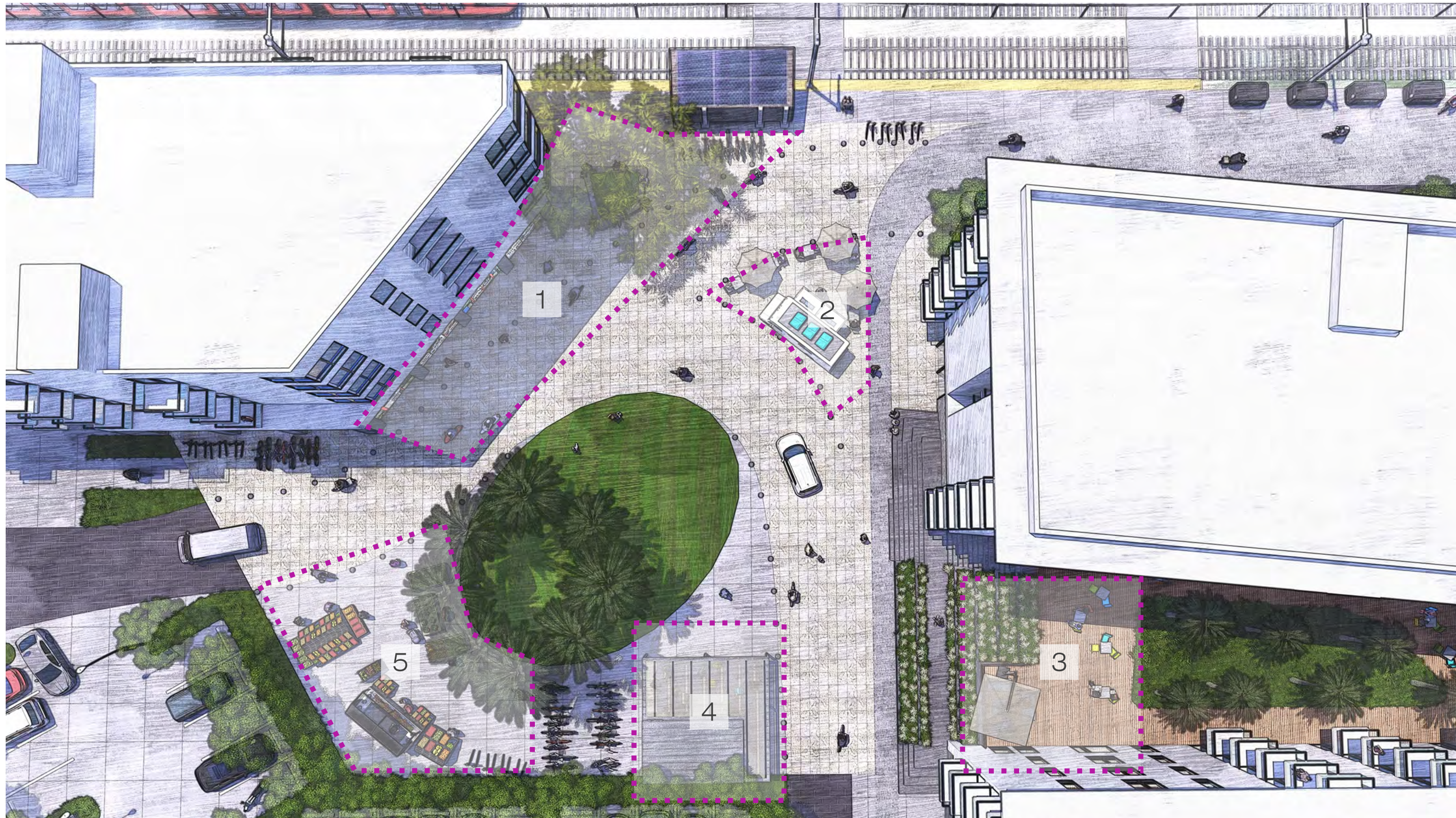


San Diego, California :: March 29, 2021 ::  
McBryde

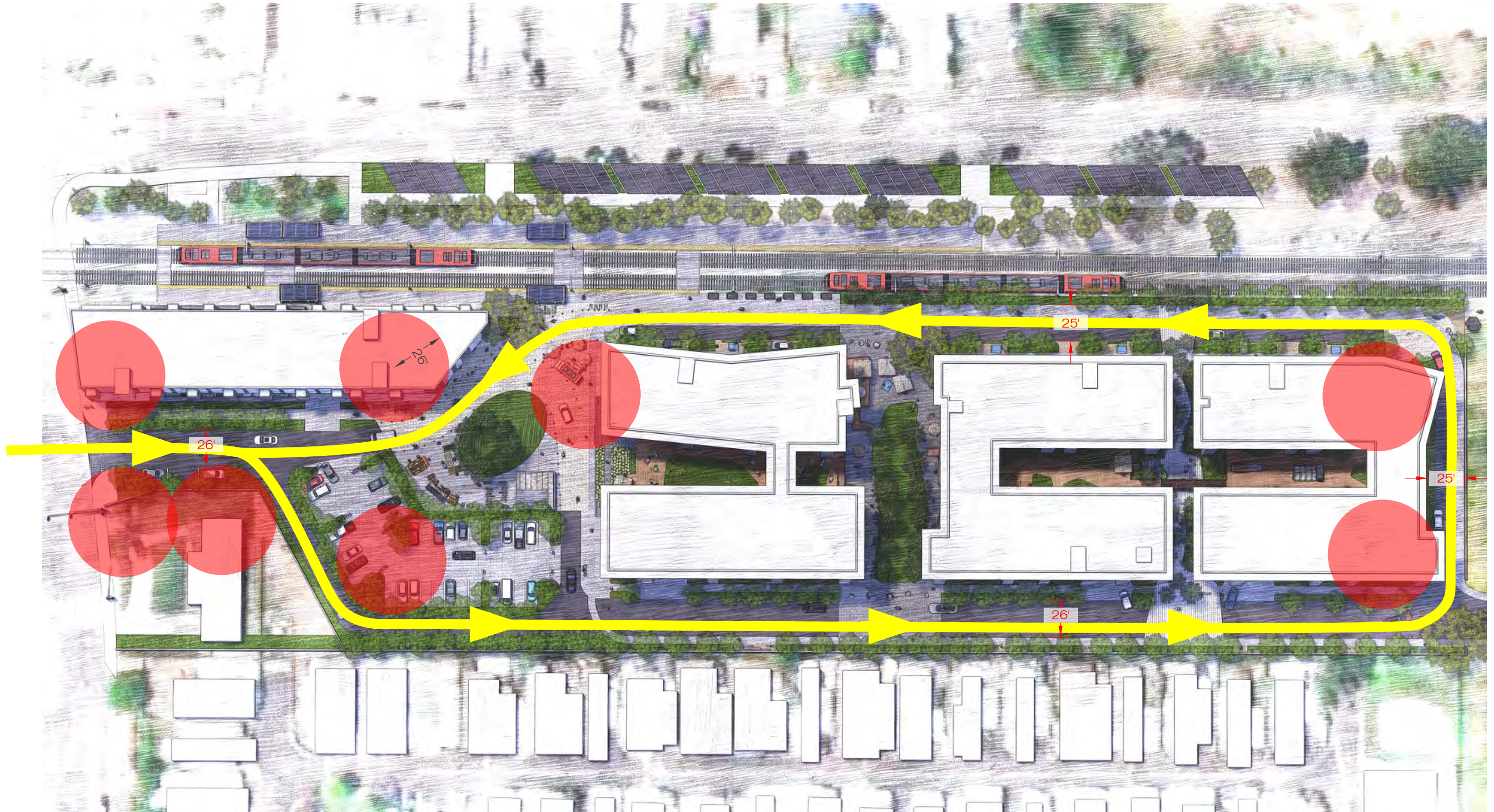


### Paths for People, Places for People

Pedestrian circulation    Running loop    Bicycle / Scooter circulation    Mobility Hub    Neighborhood Green    Canyon Courtyard

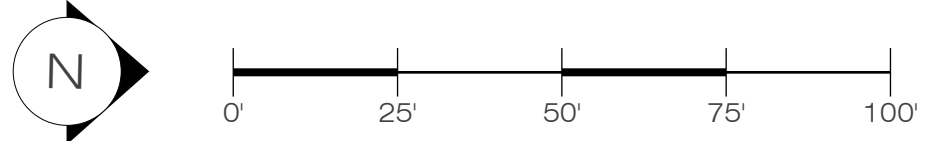
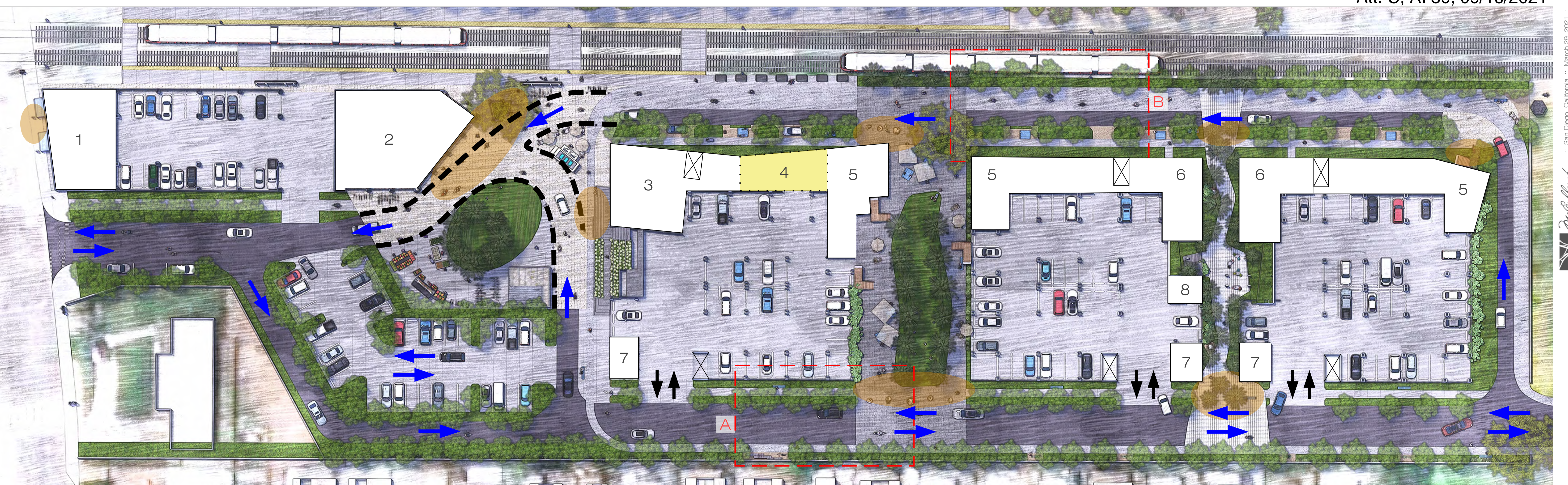


- Mobility Hub**
- 1 - Transit, Shopping, Rideshare Dropoff, Scooter & E-Bike charging
  - 2 - Food Truck Corral
  - 3 - "Front Porch" Observation Deck
  - 4 - Container Café
  - 5 - Market Stands



- Fire Truck Access**
- Minimum 26' internal radius turns
  - 26' clear on 2-way streets
  - 25' clear on 1-way streets



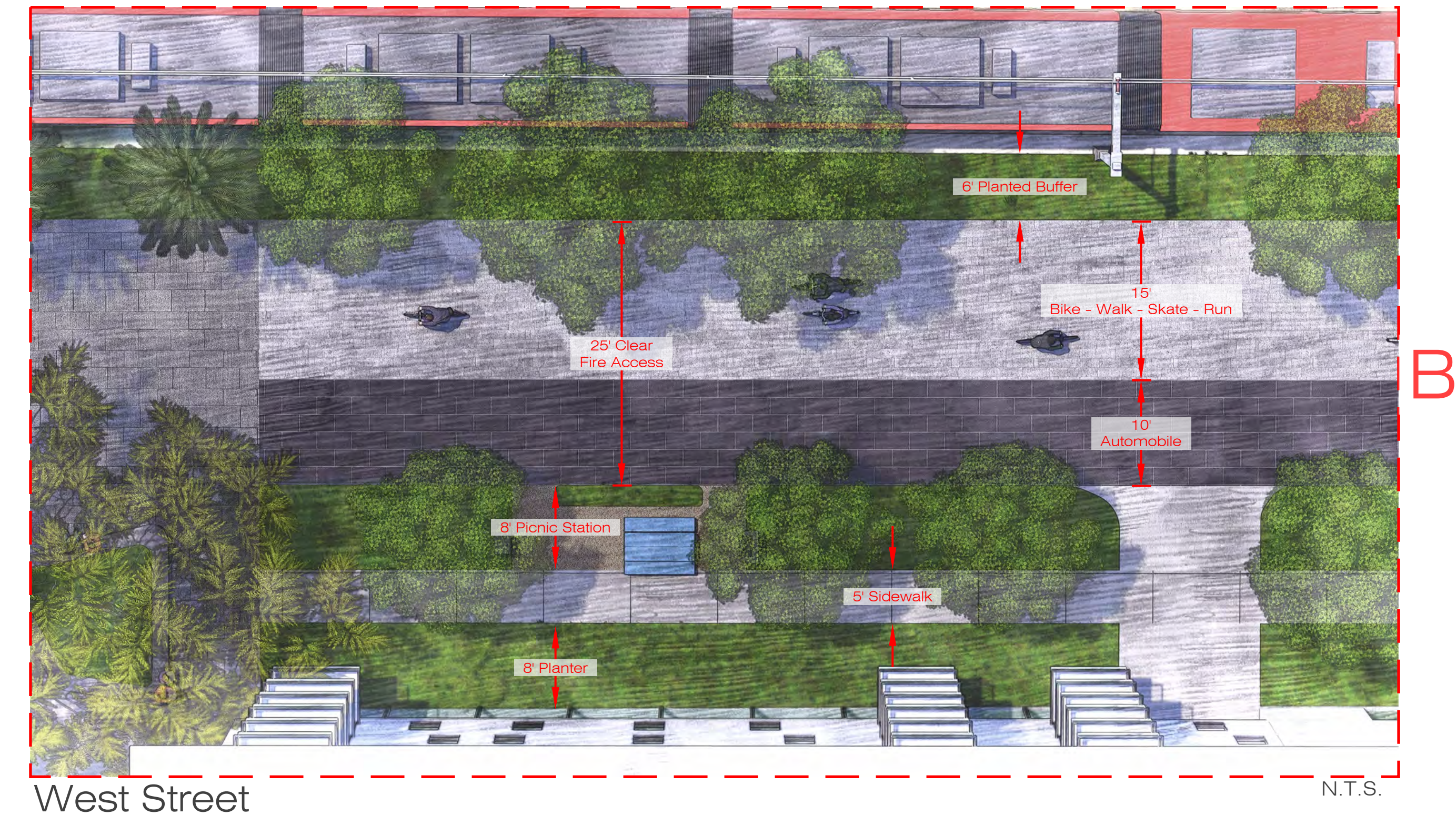


## Vehicular Circulation & Programming

- 1 - Commercial Tenant TBD (~2,750 SF)
- 2 - Bodega / Corner Store (~3,400 SF)
- 3 - Childcare Facility
- 4 - Sheltered Outdoor Play Space for Childcare Facility
- 5 - Resident Community Room
- 6 - Laundry / Lounge
- 7 - Lobby
- 8 - Bicycle Garage
- - Pickup / Dropoff Node



East Street

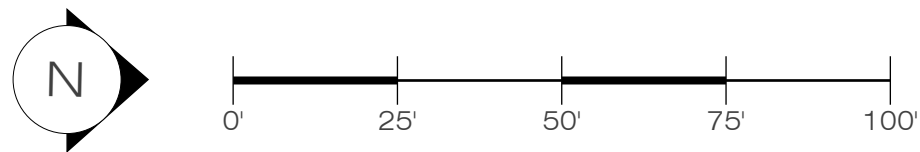


West Street









Residential Units

Building A: 16 studios, 68 1BR, 84 Units Total
Building B: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Building C: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Building D: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Total Unit Count: 390
Max Building Height: 85'

Parking Count

Building A: 24
Building B: 44
Building C: 42
Building D: 43
Surface Lot: 38
Total Spaces: 191

Site Plan

- |                            |                                  |
|----------------------------|----------------------------------|
| 1 - Garage Entrance / Exit | 11 - Amenity Deck                |
| 2 - Short-term Parking     | 12 - Neighborhood Green          |
| 3 - Bicycle Parking (typ.) | 13 - Picnic / BBQ Area (typ.)    |
| 4 - Plaza / Marketplace    | 14 - Otay River Valley Trailhead |
| 5 - Bodega / Corner Store  | 15 - Raised 'Speed Table'        |
| 6 - Grassy Hill            | 16 - Park Workout Station (typ.) |
| 7 - Trolley Station        | 17 - Running Loop                |
| 8 - Food Truck Zone        | 18 - Rideshare Dropoff           |
| 9 - Scooter Parking (typ.) | 19 - Pop-up Café                 |
| 10 - Bicycle Lockers       | 20 - Elevated Amenity Space      |
|                            | 21 - 'Canyon' Alley              |



# Palm Avenue Station Joint Development

MTS Board of Directors Meeting  
September 16, 2021



# Palm Avenue Station



# Palm Avenue Station

- City of San Diego
- 3.96 Acres
- 499 Total Parking Spaces
  - 481 Regular; 7 Short Term; 11 Disabled
- Bus Stops on Adjacent Streets
- Commercial Mixed Use Zoning
  - Palm City neighborhood



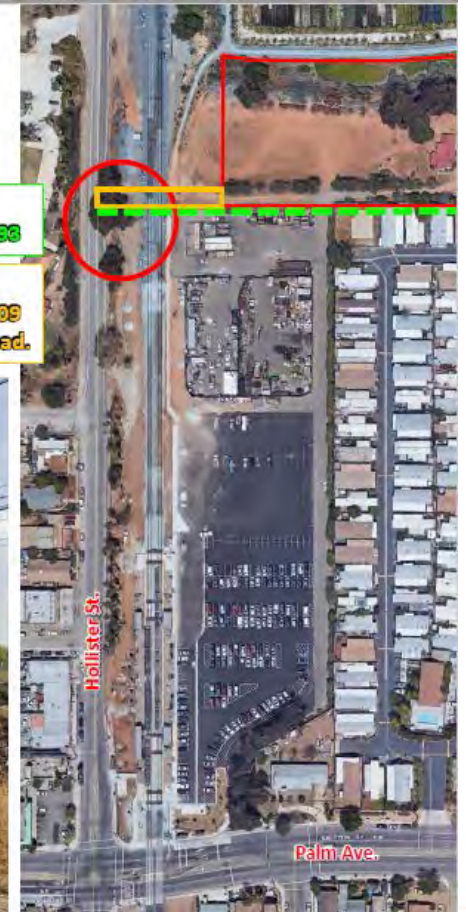
# Access Easement Owed to *Ambient* Property

PROPERTY AERIAL - 1994



9' Easement Reserved in 1896

40' Easement Reserved in 1909 in sale to railroad.

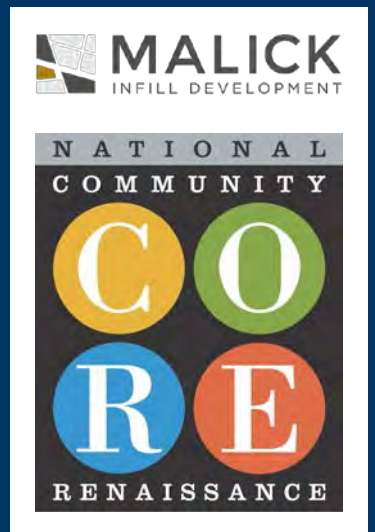


# Development Team Presentation

# “Palm City Village” Palm Trolley Station Transit Oriented Development

Developing Mixed Income Housing / Child Care  
Facility/Neighborhood Retail

September 9 MTS Executive Committee Presentation





# National Community Renaissance

- John Seymour, Project Executive
- Vertically Integrated (*finance, development, construction, property management*)
- Low Income Affordable Focus
- Operating over 10,000 rental homes

Elencanto Village, San Diego



# Malick Infill Corporation

- Andrew Malick, Project Executive
- Middle Income Focus
- Traditionally Financed
- Commercial/Retail Experience

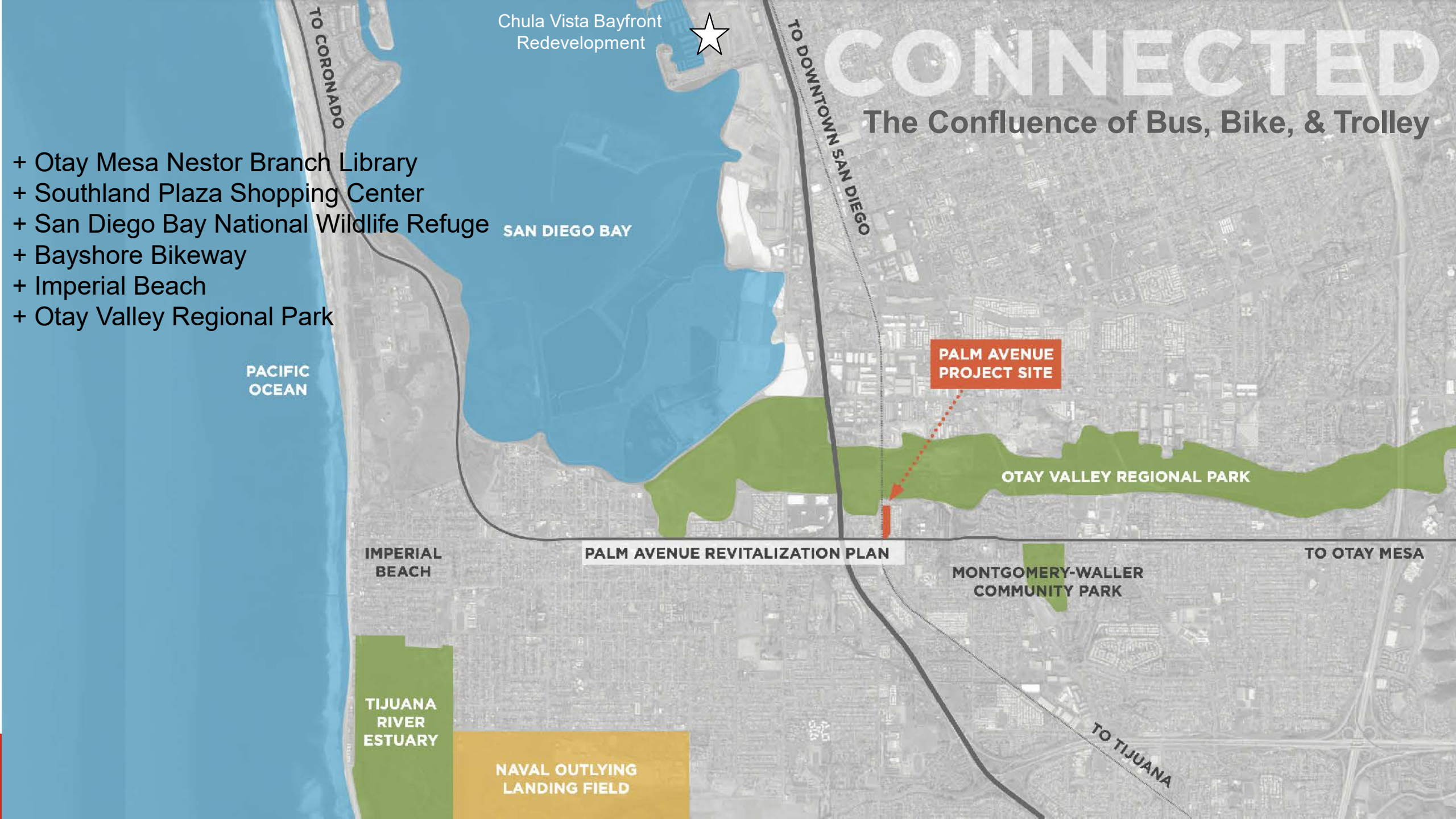
Parco, National City



# CONNECTED

The Confluence of Bus, Bike, & Trolley

- + Otay Mesa Nestor Branch Library
- + Southland Plaza Shopping Center
- + San Diego Bay National Wildlife Refuge
- + Bayshore Bikeway
- + Imperial Beach
- + Otay Valley Regional Park



Chula Vista Bayfront  
Redevelopment



SAN DIEGO BAY

PACIFIC  
OCEAN

IMPERIAL  
BEACH

TIJUANA  
RIVER  
ESTUARY

NAVAL OUTLYING  
LANDING FIELD

PALM AVENUE REVITALIZATION PLAN

PALM AVENUE  
PROJECT SITE

MONTGOMERY-WALLER  
COMMUNITY PARK

OTAY VALLEY REGIONAL PARK

TO OTAY MESA

TO TIJUANA



# Adjacent Developments Currently In Entitlement = 1100 Units





# Palm Avenue Trolley Station





# Joint Development Policy Goals

- “...shall create mixed-income communities...”
- “...shall strive to provide the highest density...”
- “...to create inclusive, vibrant, environmentally sustainable communities...”
- “...which are transit and pedestrian oriented..”  
“...to facilitate economic growth and create strong communities...”

Requires PLA or Skilled & Trained Workforce



April 16, 2019

Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

# Affordable & Middle Income Housing



## Project Responsibilities

75% of Homes

Building A (84 units)

Buildings B & C (102 units each)

30% AMI to 60% AMI



## Project Responsibilities

25% of Homes

Building D (102 units)

80%-110% AMI

## Palm City Village Features:

Bike amenities; Resident services; Employment support; money management; Youth education/enrichment; info and referral services; Life skills; Environmental education; Recreational/Social activities; Exercise and Nutritional Programs; Supportive services; Community Center; Connectivity; Sustainability (Green Point LEED rated – potentially net zero energy; Safety; Architectural Design; EV Charging.

## Retail/Commercial:

Food (fast healthy casual, Café, Bodega market); Fitness (perimeter jogging/exercise pathway, spin classes, yoga, gym, Pilates); Service (p/u and drop off dry cleaning, beauty salon, postal, shipping services) Office (co-work or small business, etc)

# Mobility Hub Features

- Pedestrian Improvements
- Bike Lockers
- Rideshare Pick up/Drop Off
- Safety Lighting
- Transit Parking

# Zero Carbon Future

- 100% Clean Energy
- Walkable/Bikeable Neighborhood
- Shade Trees
- High Frequency Transit
- All Electric Homes





### Residential Units

Building A: 18 studios, 66 1BR, 84 Units Total  
 Building B: 42 1BR, 30 2BR, 30 3BR, 102 Units Total  
 Building C: 42 1BR, 30 2BR, 30 3BR, 102 Units Total  
 Building D: 42 1BR, 30 2BR, 30 3BR, 102 Units Total  
 Total Unit Count: 390  
 Max Building Height: 85

### Parking Count

Building A: 24  
 Building B: 44  
 Building C: 42  
 Building D: 43  
 Surface Lot: 38  
 Total Spaces: 191

### Site Plan

- 1 - Garage Entrance / Exit
- 2 - Short-term Parking
- 3 - Bicycle Parking (typ.)
- 4 - Plaza / Marketplace
- 5 - Bodega / Corner Store
- 6 - Grassy Hill
- 7 - Trolley Station
- 8 - Food Truck Zone
- 9 - Scooter Parking (typ.)
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- 15 - Raised Speed Table
- 16 - Park Workout Station (typ.)
- 17 - Rideshare Dropoff
- 18 - Running Loop
- 19 - Pop-up Cafe
- 20 - Elevated Amenity Space
- 21 - Canyon Alley







# Streets Designed For People









# Palm City Village and EPIC Grant Support

- Climate Action Campaign
- Councilmember Moreno
- Supervisor Vargas
- Otay Mesa-Nestor Community Planning Group
- San Diego Regional EDC
- San Diego Regional Chamber of Commerce
- SANDAG
- City of San Diego Sustainability Department
- San Diego Gas and Electric





# Palm City Village Summary

- 100% Rent Restricted Housing
- Low Income & Missing Middle
- 390 homes
- Built with Prevailing Wages/PLA
- Pedestrian Focused Site Design
- Approximately 1000 New Residents/  
Transit Riders
- Socially Equitable
- Environmentally Friendly
- Neighborhood retail
- Child Care Facility



# Project History

## Milestone Timeline

August 2019	ENA Executed
March 2020	MTS Executive Committee Update
July 2020	CEQA Exempt Entitlement Path Confirmed
January 2021	Access Easement Incorporated for Adjacent Development
May 2021	City of San Diego Prelim Reviews Completed
August 2021	Financial Analysis Completed

# Project Proposal

- Board Policy 18 Housing Mix requirements:
  - “residential joint development proposals shall include a minimum set aside of 20% of units for very low (<50% Average Median Income (AMI)) and low (51-80% AMI) income households.”
- Proposal includes:
  - 390 total housing units: 288 affordable units (<80% AMI); 102 middle income units (<110% AMI)
  - 191 onsite parking: 111 residential/commercial; 80 exclusive use MTS
  - Outdoor recreation space; walkability; multi-modal transitions; on-site retail and child care

# Staff Presentation: Material Terms of DDA & Ground Lease

# DDA and Ground Lease Process

- Disposition and Development Agreement (DDA)
  - 2 DDAs to be executed: one for each developer
    - National CORE: Buildings A, B, C
    - Malick Infill: Building D
  - Covers Actions required by Developers to close escrow on Ground Lease
    - Final Design (with review and approval by MTS Staff)
    - Financing Obtained
    - Ground Lease Parcels Created (jointly with MTS Staff)
    - Building Permits ready to be issued
    - Project Phasing/Deadlines; Priority of Rights; Rights of First Refusal
- Ground Lease
  - 4 Ground Leases to be executed: one for each building
  - Executed according to permit/construction/financing timeline
- *Changes to Material Terms require Board Approval; other modifications can be made with CEO approval*



# DDA/Ground Lease Material Terms

- Minimum Density
  - Cannot reduce unit count by more than 10% unless estimated occupancy increases
  - Density/occupancy can increase

DEVELOPMENT TEAM	BLDG	UNIT COUNT	Est Occupancy
National CORE	A	84	220
National CORE	B	102	486
National CORE	C	102	486
Malick Infill	D	102	218
	TOTAL	390	1410
	Minus 10%	351	

- Ground Floor Commercial (Building A); Childcare Facility (Building B) allowed

# DDA/Ground Lease Material Terms

*Changes to Material Terms require Board Approval; other modifications can be made with CEO approval*

- No out of pocket costs by MTS
- National CORE: Buildings A, B, & C: restricted to <80% AMI
  - Construction on first building must begin within 5 years of DDA (*i.e. no later than September 2026*)
  - All phases must complete construction within 10 years of first building construction start (*i.e. completed no later than September 2036*)
  - Each building must be completed within 30 months of construction start
- Malick Infill: Building D: restricted to <110% AMI
  - Construction must begin within 8 ½ years of National CORE first building (*i.e. no later than March 2035*)
  - Construction must be complete within 10 years of National CORE first building (*i.e. no later than September 2036*)



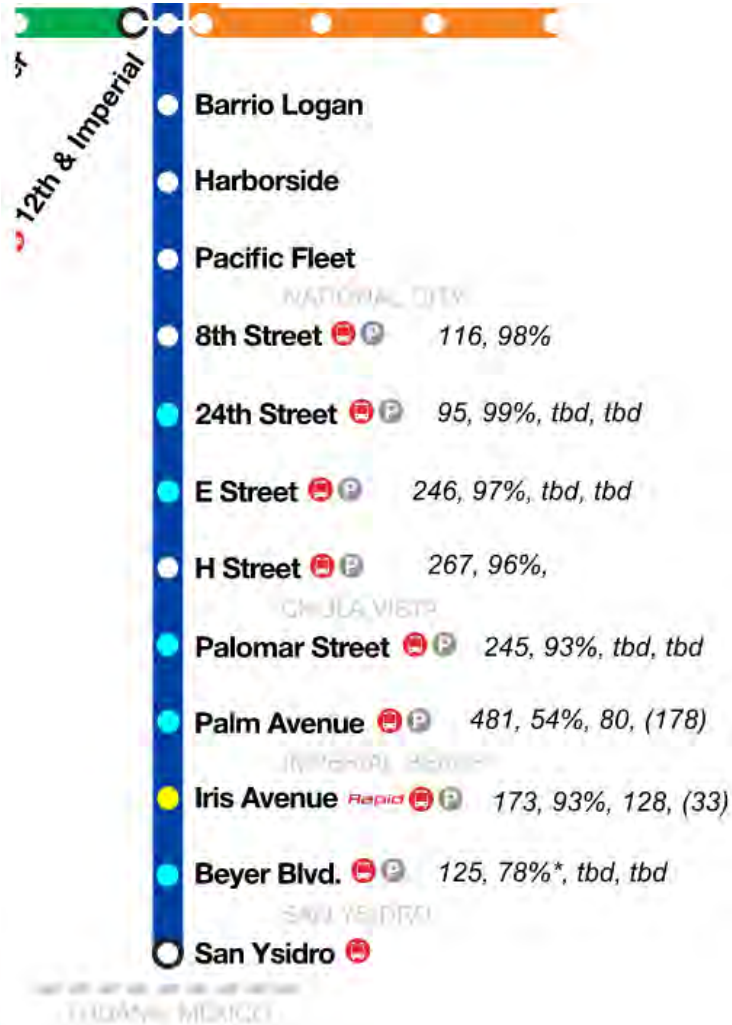
# MTS Replacement Parking

	2019 Proposal	Final Proposal
<b>Total Density</b>	250 units <ul style="list-style-type: none"><li>• 150 (30%-60% AMI)</li><li>• 100 (81%-150% AMI)</li></ul>	390 units <ul style="list-style-type: none"><li>• 288 (&lt;80% AMI)</li><li>• 102 (&lt;110% AMI)</li></ul>
<b>Total Parking</b>	254 Total <ul style="list-style-type: none"><li>• 175 MTS</li><li>• 79 Developer (0.31/unit)</li></ul>	191 Total <ul style="list-style-type: none"><li>• 80 MTS</li><li>• 111 Developer (0.28/unit)</li></ul>

# MTS Replacement Parking

- Will result in a significant reduction in trolley park & ride capacity south of downtown
  - Palm Ave Trolley Station Parking data:
    - 481 regular spaces (excluding 11 ADA and 7 short term spaces)
    - Pre-pandemic: average 258 spaces used per day (= loss of 178 daily parking spaces if pre-pandemic ridership returns)
    - Mid-pandemic: average 66 spaces used
    - Informal survey: current riders contacted said they would park somewhere else (Iris, Beyer, Palomar) or get a ride if no more parking at Palm
  - Loss of parking will be phased in as project constructed (full impact not incurred until 4<sup>th</sup> building construction begins *(estimated 2031-2035)*)

# MTS Replacement Parking



## 2019 Parking Averages:

Beyer to 8<sup>th</sup> Street Lots – 54%-99% full (*Palm* = 54%)

- 6 of 8 station parking lots over 90% full
- 1748 total spaces available, 83% used each day in 2019
- 302 excess capacity in 2019,
- reduces to 91 with Palm and Iris Projects

## Strategies to retain park & ride transit ridership:

- Likely will need to require 1:1 parking replacement at other TOD sites
- Replacement parking may impact financial feasibility of projects
- May need to fund future park & ride structures to facilitate transit ridership

# Other DDA/Ground Lease Material Terms

- Mutual Right of First Refusal to Complete Joint Development Phases
  - If neither developer pursues development rights within DDA time periods, MTS has right to retain for transit use or seek third party developer to step in & complete
  - MTS or replacement developer would owe fair share of site development costs already incurred as part of joint development
- Regulatory Agreements for Developer's Financing
  - MTS agrees to enter into various covenants related to affordability, other grant conditions encumbering property
  - Typical rights and protections for leasehold mortgages
- Compliance with MTS Policy 18
  - Project construction will comply with prevailing wage and skilled labor/project labor agreement requirements in effect at time of construction



# Consideration/Ground Rent

- Affordable Housing construction does not generate a traditional profit
  - Ground Rent model: 5% of Net Cash Flow (revenue less debt service/operating expenses)
- Moderate Income Housing
  - Currently not financially feasible under current market conditions
  - Ground Rent model: assuming 102-unit project:
    - 10% of Gross Effective Income exceeding an industry standard target Return on Investment (ROI).
    - The CEO shall have authority to agree with Developer on a formula establishing a reasonable ROI cap based on industry standards and similar multi-family projects in comparable markets.

# Keyser Marston Associates, Inc. Financial Feasibility Review

# Financial Feasibility Review: National CORE

- Extraordinary Site Preparation/Infrastructure Costs
  - MTS should review upon closing
- Development Costs
  - Reasonable relative to comparable projects considering impact of prevailing wages and project labor agreement
- Financing Plan
  - Competitive funding from Federal, State, County, and/or City/SDHC

# Financial Feasibility Review: Malick Infill Development

- Development Costs
  - Generally reasonable, assumes prevailing wage and project labor agreement
  - Does not carry extraordinary off-/on-site burden
- Market Rent
  - Optimistic, but still below moderate-income limit
- Developer Return on Investment (ROI)
  - Not feasible under current market conditions with or without prevailing wage and project labor agreement



# Recommendation

That the Board of Directors authorize the Chief Executive Officer to:

- 1) Execute a Disposition and Development Agreement with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) for Buildings A, B, and C of the proposed Palm City Village Transit Oriented Development Project (National CORE DDA), in substantially the same format as Attachment A;
- 2) Execute a Disposition and Development Agreement with MALICK INFILL CORP, a California nonprofit public benefit corporation (Malick Infill) for Building D of the proposed Palm City Village Transit Oriented Development Project (Malick Infill DDA), in substantially the same format as Attachment B; and
- 3) Take all actions necessary to fulfill MTS's obligations under the National CORE DDA and the Malick Infill DDA, including, but not limited to, executing a Ground Lease for each project phase.

IN - MEETING PUBLIC COMMENT

Gretchen Newsom with IBEW 569, provided a live public comment for agenda item #30.  
Newsom's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Madison Coleman with Climate Action Campaign, provided a live public comment for agenda item #30. Coleman's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Tania with Affirmed Housing, provided a live public comment for agenda item #30. Tania's statement will be reflected in the minutes.





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

## Agenda Item No. 31

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

September 16, 2021

#### SUBJECT:

EVALUATION OF RESTROOM FACILITIES (SHARON COONEY)

#### RECOMMENDATION:

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

- 1) Seek additional hours of availability for the restrooms at the Mills Building (12<sup>th</sup> & Imperial), America Plaza, and E Street;
- 2) Engage with relevant jurisdictions on reopening 24<sup>th</sup> Street, SDSU, and Lemon Grove restrooms; and
- 3) Seek ways to provide public information about restroom availability throughout the network, including the development of a map identifying locations of publicly-accessible restrooms, as well as libraries, parks, shopping malls, and various other locations.

#### Executive Committee Recommendation

At its September 9, 2021 meeting, the Executive Committee voted 7 to 0 (Board Members Elo-Rivera, Fletcher, Gastil, Montgomery Steppe, Salas, Sandke, and Sotelo-Solis in favor) to recommend that the Board approve the staff recommendation.

#### Budget Impact

None at this time.



## DISCUSSION:

San Diego Metropolitan Transit System (MTS) staff will present an overview of restroom availability throughout the Trolley system. While MTS does not directly maintain any publicly-accessible restrooms, some restrooms are provided through vendors, jurisdictions, and property owners. Restrooms for the public are available at, or near, the following stations:

- San Ysidro
- E Street
- 12<sup>th</sup> & Imperial
- Park & Market
- Fifth Avenue
- Civic Center
- America Plaza
- Santa Fe Depot
- Gaslamp Quarter
- Old Town
- El Cajon
- Santee

Consequently, 10 of MTS's 16 busiest Trolley stations have restrooms at the station (or within close proximity), and all three Trolley lines have multiple restrooms available. An estimated 70% of passenger trips start or end at a station with a restroom.

Additional restrooms will be provided by the City of San Diego in the near future at Children's Park (near Convention Center Station), Horton Plaza Park (near both Civic Center and Fifth Avenue Stations), and across the street from the Park & Market Station.

The challenges associated with maintaining restrooms will be presented. Such challenges include the cost of maintenance and providing security. Public restrooms have been closed at Lemon Grove Depot, San Diego State University, 24<sup>th</sup> Street, and in downtown due to vandalism and crime. The restroom at Santee Town Center was closed temporarily due to assaults in the restroom.

Staff also analyzed the cost of placing upgraded portable restrooms at additional locations. The estimated cost is \$31,000 annually for the cost of procuring and servicing each unit twice daily and an additional \$190,000 per location to provide 24-hour security.

Staff provided this presentation to the Executive Committee on September 9, 2021. During its discussion, the Executive Committee forwarded a recommendation to the Board of Directors to direct staff to:

- 1) Seek additional hours of availability for the restrooms at the Mills Building (12<sup>th</sup> & Imperial), America Plaza, and E Street;
- 2) Engage with relevant jurisdictions on reopening 24<sup>th</sup> Street, SDSU, and Lemon Grove restrooms; and

- 3) Seek ways to provide public information about restroom availability throughout the network, including the development of a map identifying locations of publicly-accessible restrooms, as well as libraries, parks, shopping malls, and various other locations.

The Executive Committee also directed staff to return to the Executive Committee to report on the following items:

- 1) Exploration of potential additional restroom locations provided by other businesses that MTS can leverage;
- 2) Legal and feasibility analysis of charging fees for restroom usage and/or limiting usage to transit riders, and to ensure that all Americans with Disabilities Act (ADA) requirements are met;
- 3) Potential development of long-term plan and Board policy to direct the long-term plan, including achievable goals for restroom accessibility based on time, distance, ridership or other metrics;
- 4) Budgetary consideration for possibly adding portable units at locations based on goals of a program; and
- 5) Information regarding baby-changing table availability around the system, which could be incorporated into the public information and maps to be created by MTS.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)

# EVALUATION OF RESTROOM FACILITIES

MTS Board of Directors

September 16, 2021



# Restroom Availability

- Nine stations
- All Trolley lines served by facilities
  - Blue Line: five stations
  - Orange Line: three stations
  - Green Line: four stations
- Seven open every day
- Two open 24 hours

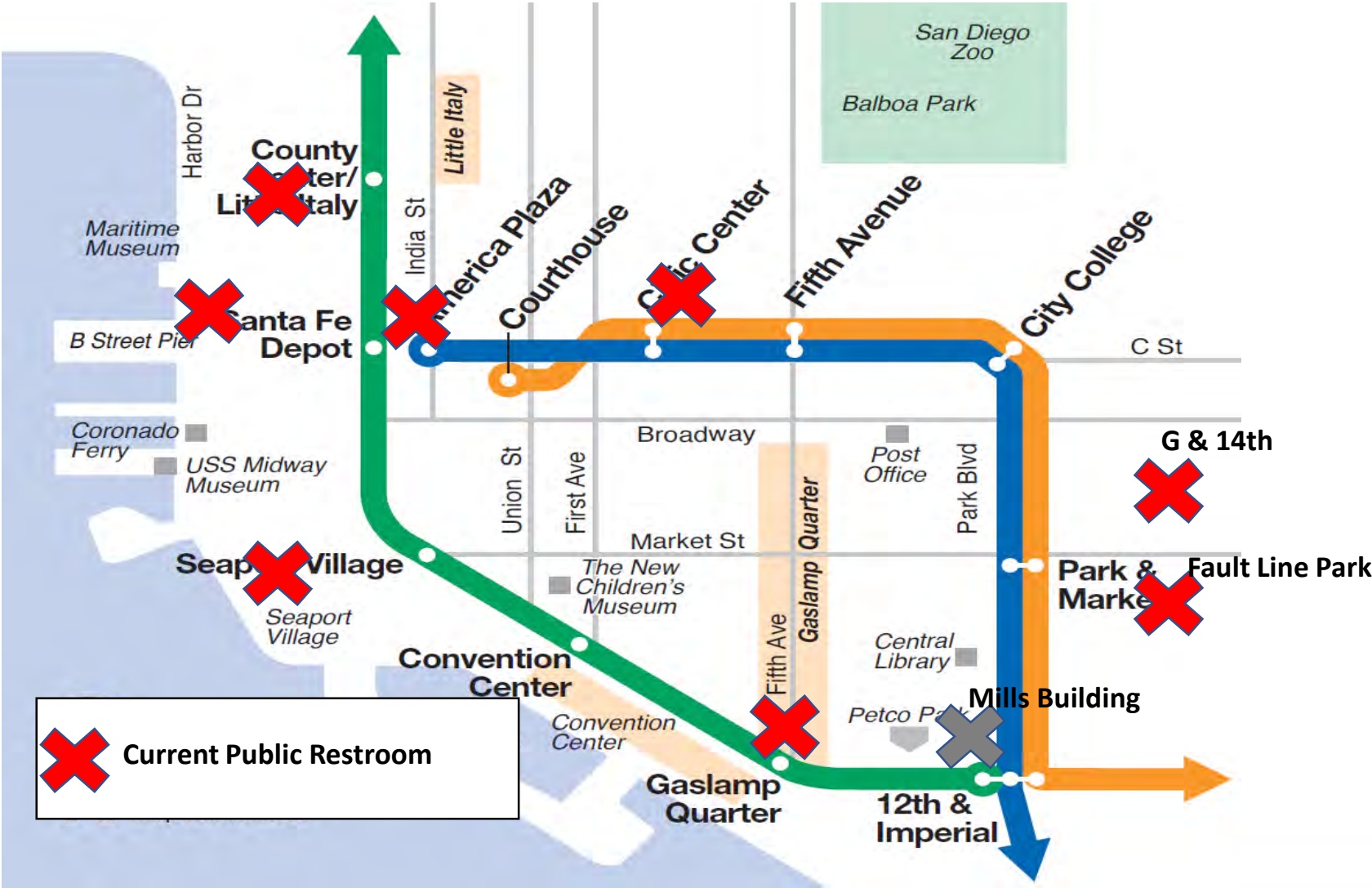


# Restroom Availability

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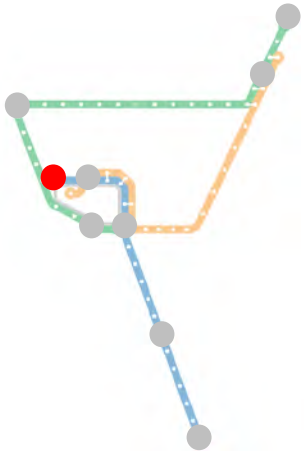


# Public Restrooms in Downtown



# America Plaza

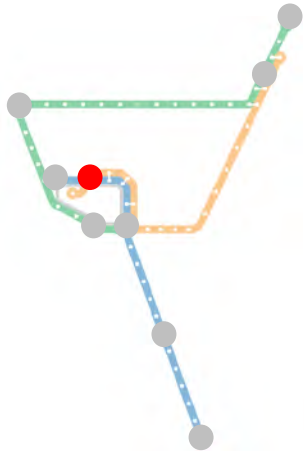
- Location: **On platform**
- Distance from Station: **On site**
- Hours: **8am-5pm**
- Cost: **Free**
- One unisex unit





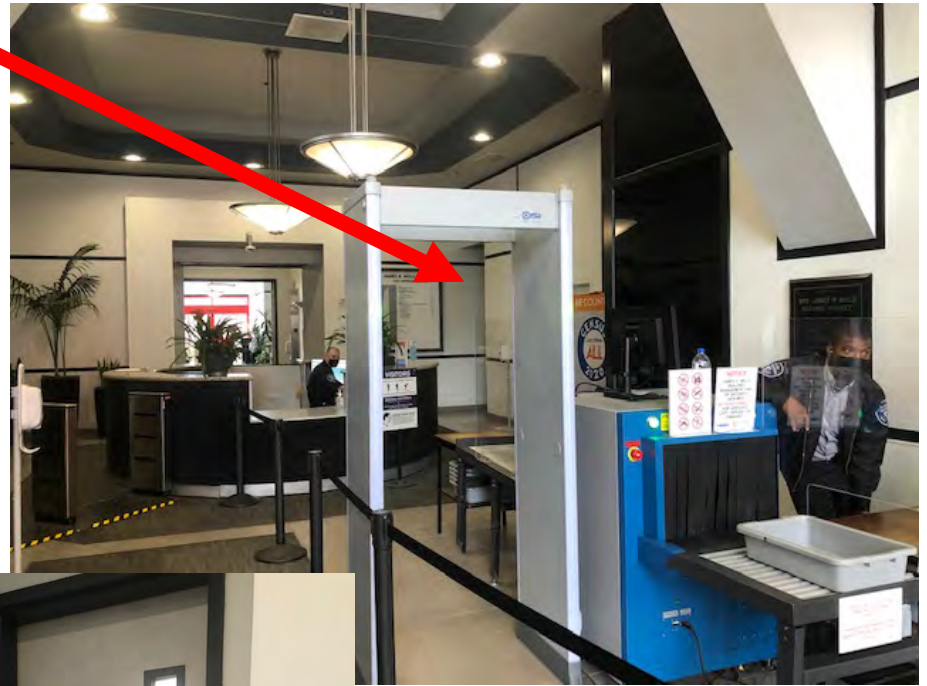
# Civic Center

- Location: **3rd Avenue**
- Distance from Station: **150 feet**
- Hours: **24 hours**
- Cost: **Free**
- Attendant at all times;  
two separate stalls;  
10-minute limit



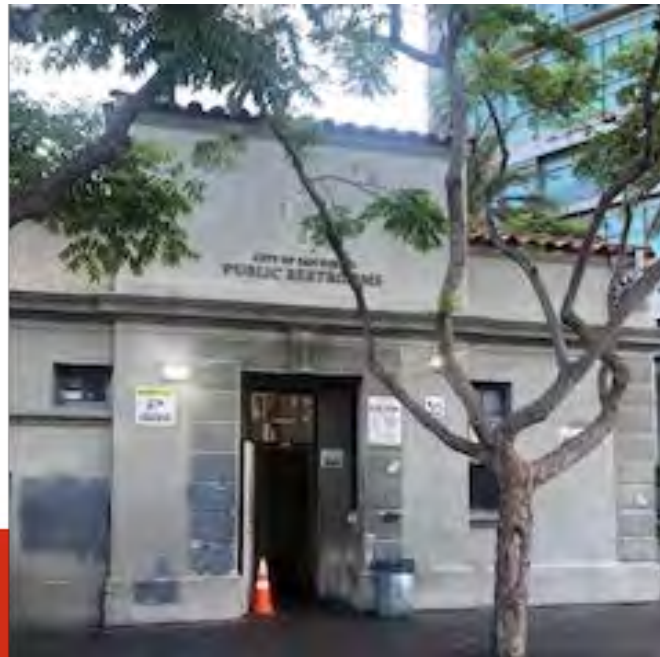
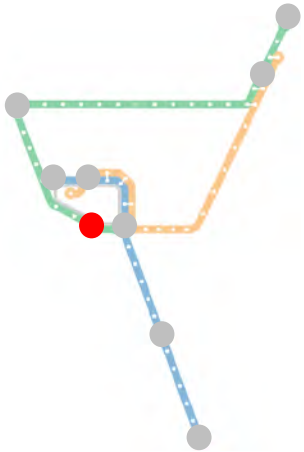
# 12<sup>th</sup> & Imperial

- Location: **Mills Building**
- Distance from Station: **150 feet**
- Hours: **M-F; 8am-5pm**
- Cost: **Free**
- Past security; through x-ray; separate restrooms; monitored by security



# Gaslamp Quarter

- Location: **Plaza**
- Distance from Station: **100 feet**
- Hours: **6am-9pm**
- Cost: **Free**





# Ruocco Park (off site)

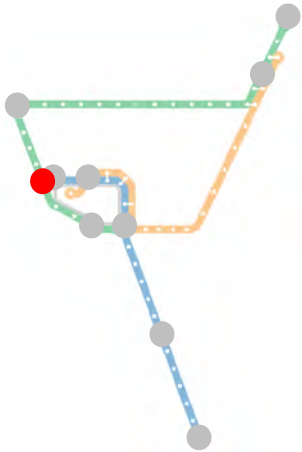
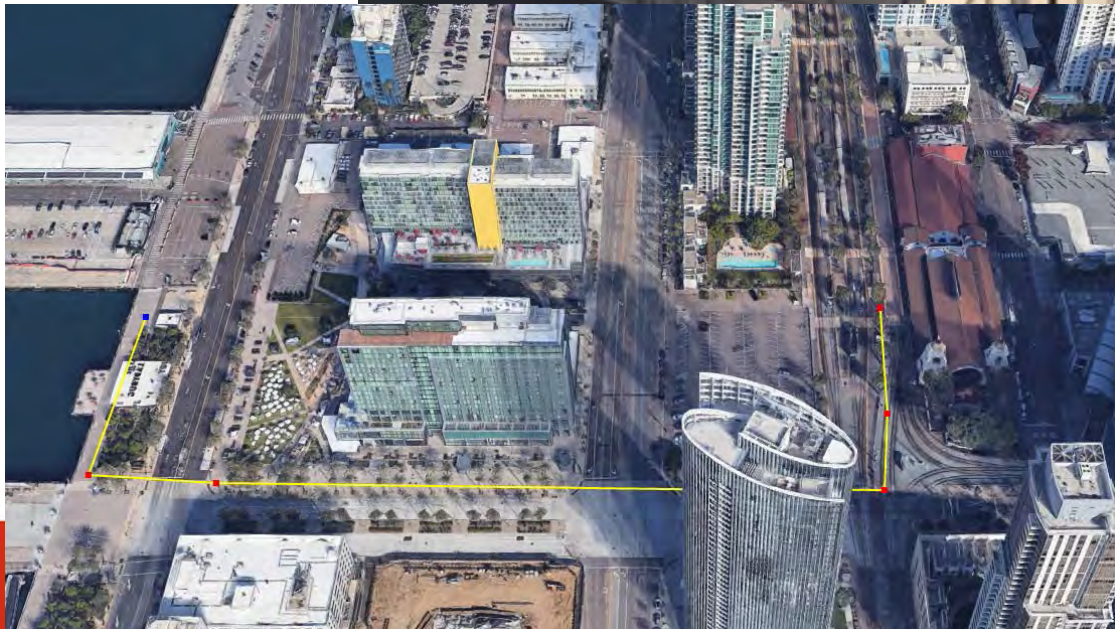
- Location: **Ruocco Park**
- Distance from Station: **0.3 miles from Seaport Village**
- Hours: **24 hours**
- Cost: **Free**
- \$380,000 upfront capital cost





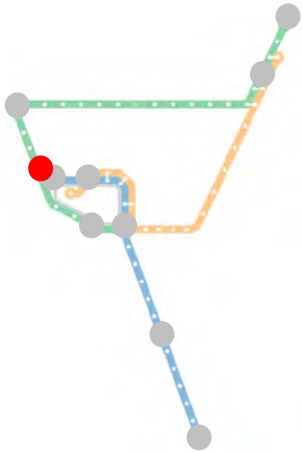
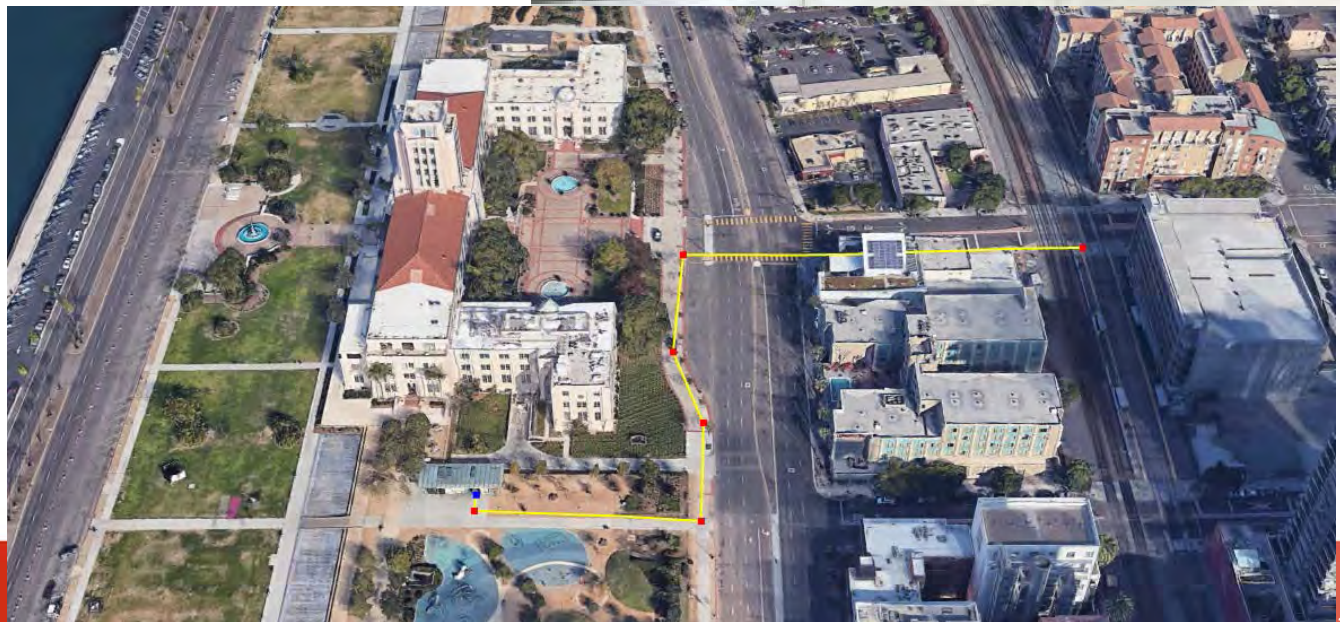
# Harbor Drive & West Broadway (off site)

- Location: **Harborfront**
- Distance from Station: **0.3 miles from Santa Fe Depot**
- Hours: **8am-8pm**
- Cost: **Free**
- \$2 million upfront capital cost



# Waterfront Park (off site)

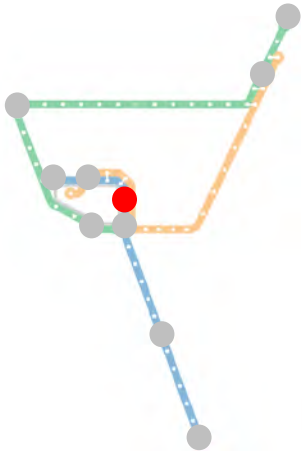
- Location: **Waterfront Park**
- Distance from Station: **0.2 miles from County Center/Little Italy Station**
- Hours: **6am-10pm**
- Cost: **Free**
- Two restroom facilities, with showers outside





# Fault Line Park (off-site)

- Location: **Fault Line Park, 14<sup>th</sup> & Island**
- Distance from Station: **0.15 miles from Park & Market Station**
- Hours: **6am-midnight**
- Cost: **Free**
- Security on-site; restroom use requires key from security





# G and 14<sup>th</sup> (off-site)

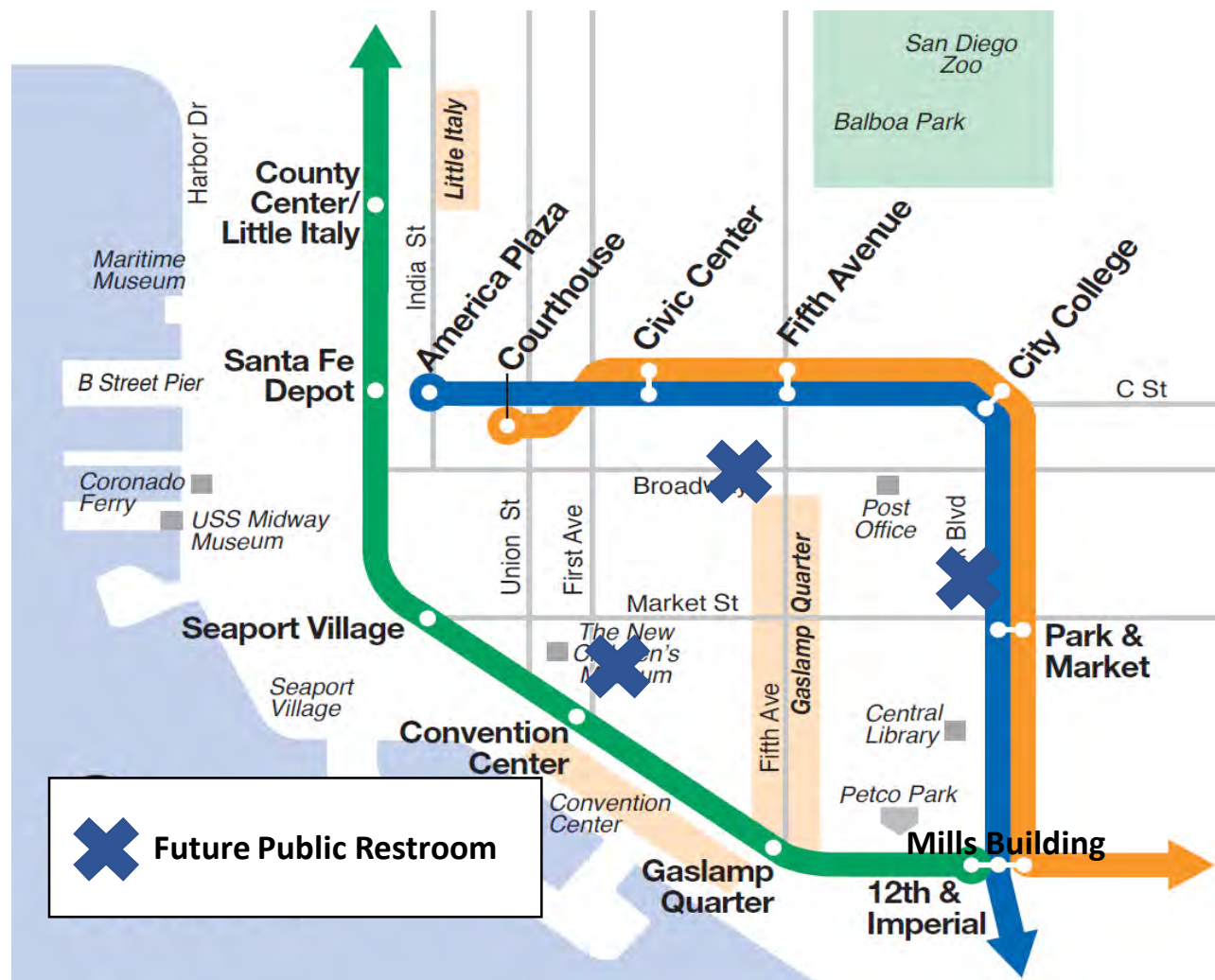
- Location: **G and 14<sup>th</sup>**
- Distance from Station: **0.2 miles from Park & Market Station**
- Hours: **24 hours**
- Cost: **Free**
- Security on-site



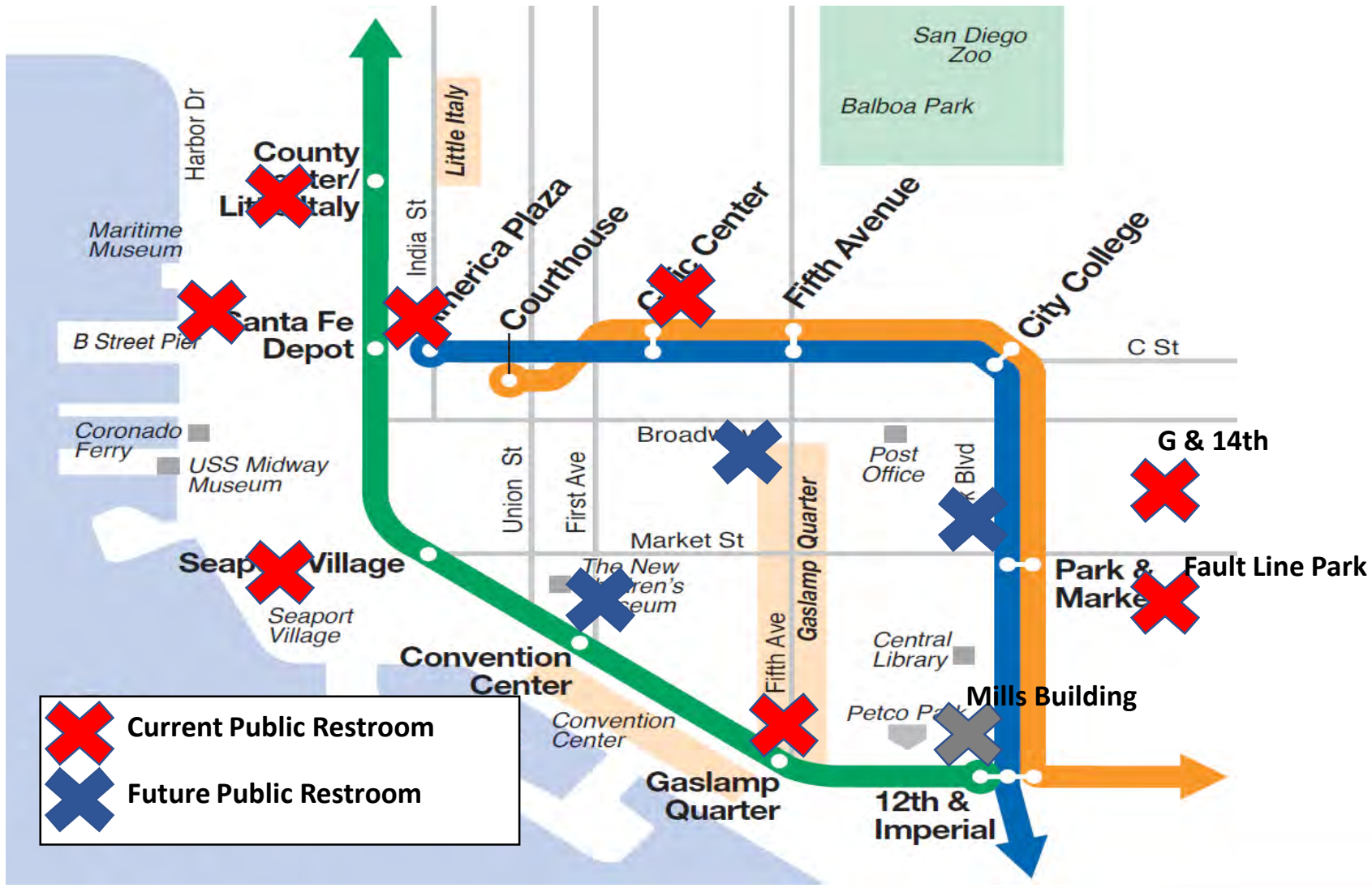


# Public Restrooms in Development, Downtown

- Children's Park (2022)
- Horton Plaza (tbd)
- Park & Market (tbd)
  - Replacement of Portland Loo



# Public Restrooms in Downtown



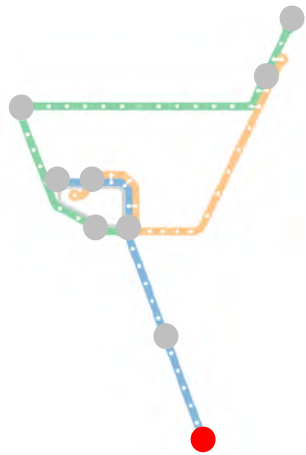
# Public Restrooms Outside Downtown





# San Ysidro

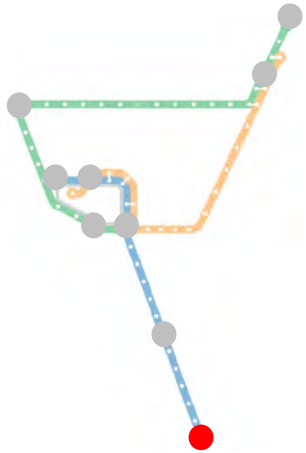
- Location: **Rail Court**
- Distance from Station: **175 feet**
- Hours: **7am-7pm**
- Cost: **50 cents**
- Six unisex stalls; one ADA (needs to be unlocked by parking attendant); three sinks; required by MTS contract





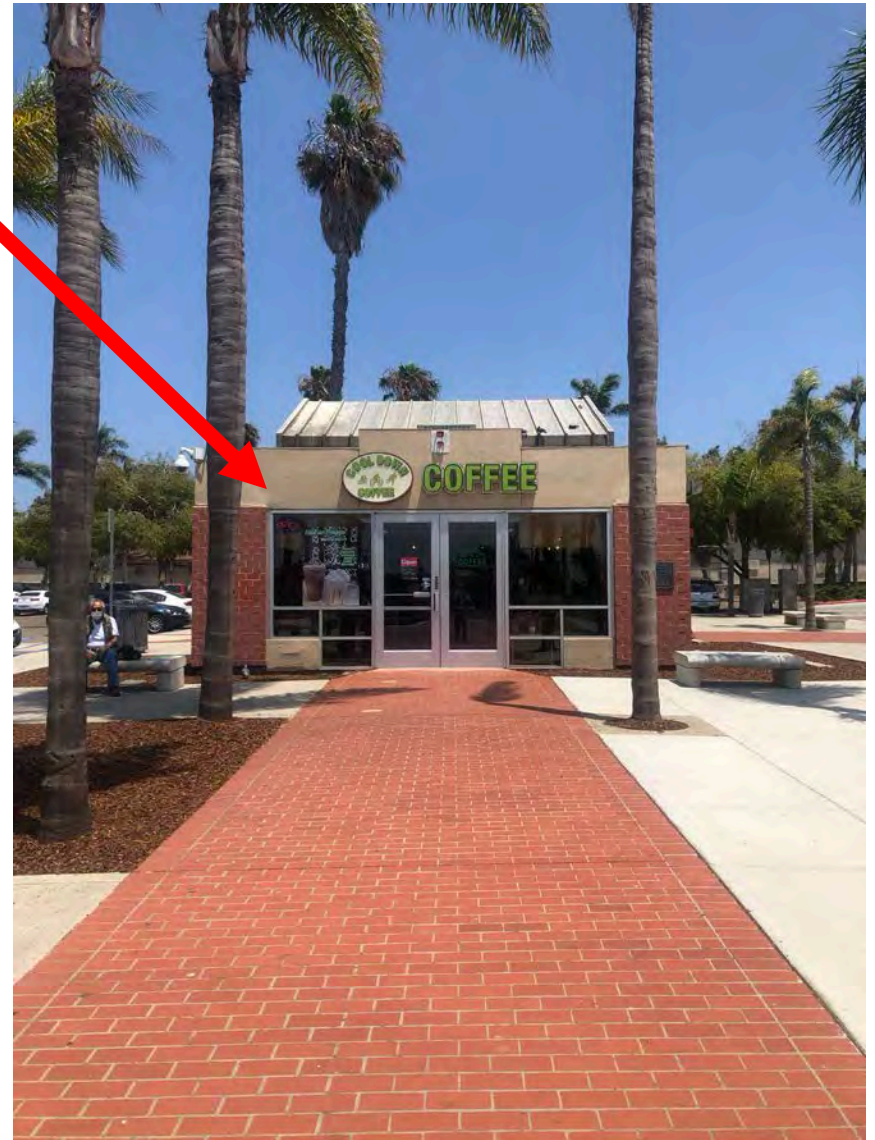
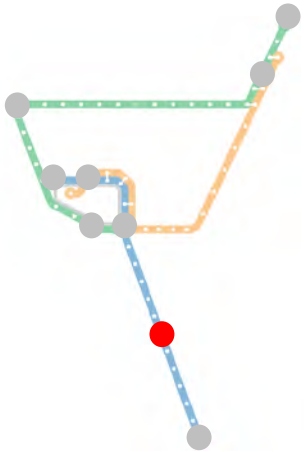
# San Ysidro

- Location: **McDonald's Building**
- Distance from Station: **100 feet**
- Hours: **24 hours**
- Cost: **50 cents**
- Separated restrooms; multiple stalls in each
- Bathroom attendant



# E Street

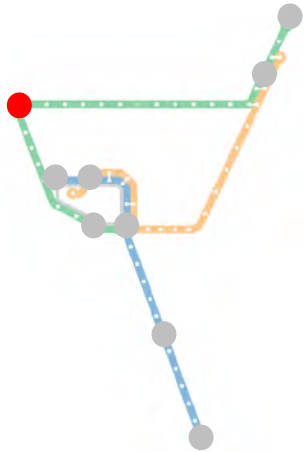
- Location: **Cool Down Coffee**
- Distance from Station: **200 feet**
- Hours: **M-Sa; 730am-3pm**
- Cost: **Free**
- Separate restrooms; multiple stalls; monitored by coffee shop; maintained by MTS





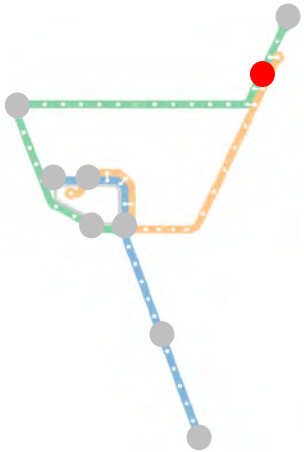
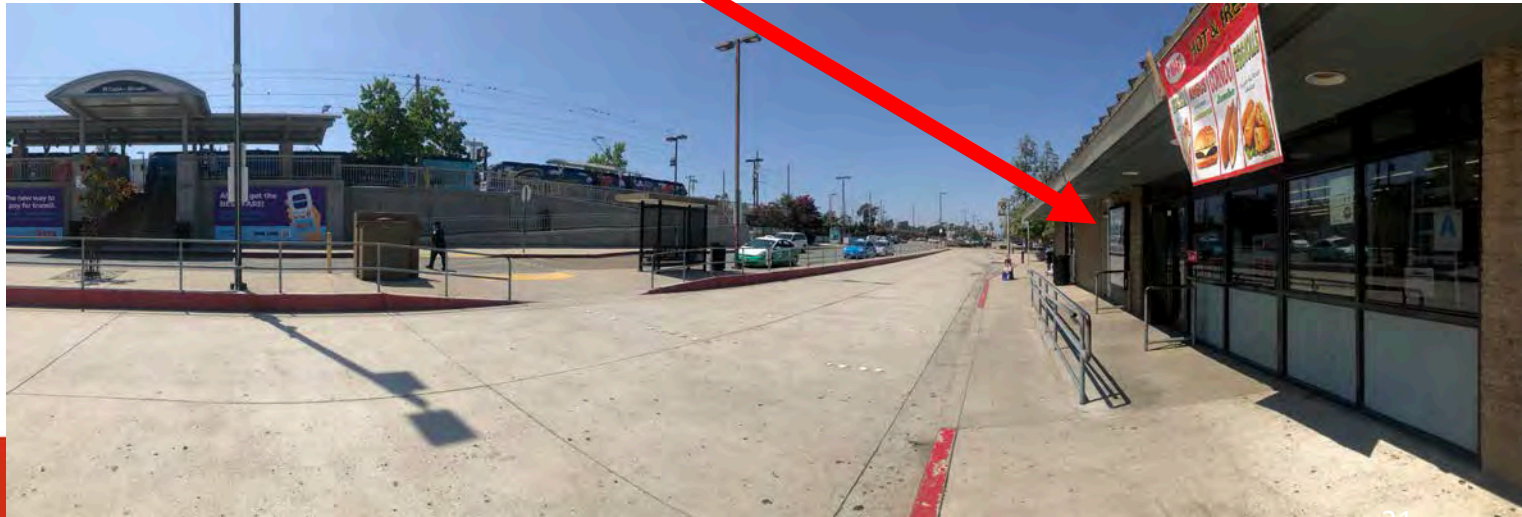
# Old Town

- Location: **A-mart**
- Distance from Station: **On platform**
- Hours: **6am-7pm**
- Separate restrooms; monitored by A-mart; required by MTS contract



# El Cajon

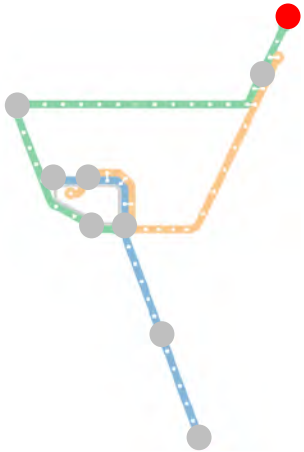
- Location: **A-mart**
- Distance from Station: **250 feet (lower level)**
- Hours: **6am-6pm**
- Separate restrooms; monitored by A-mart; required by MTS contract



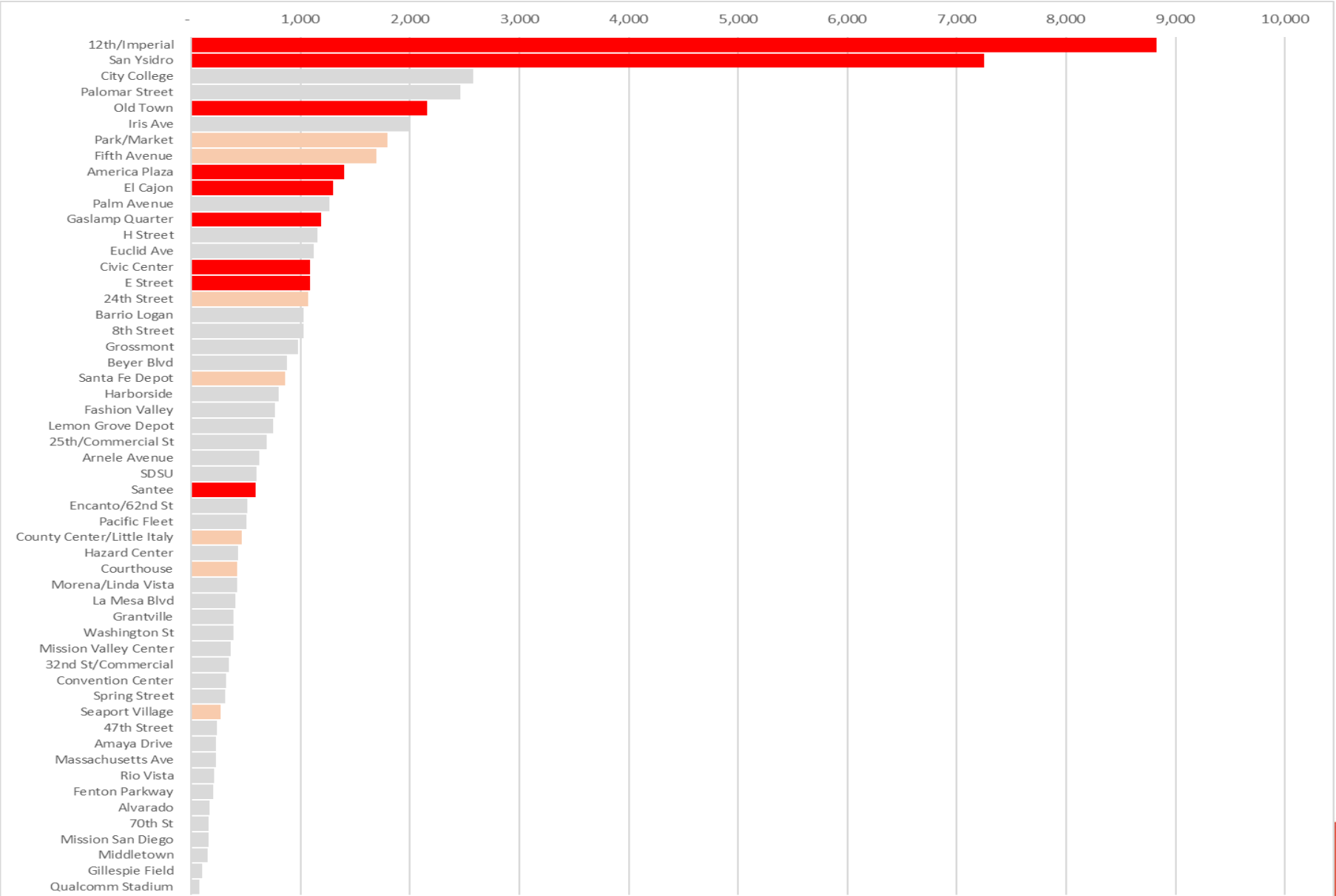


# Santee

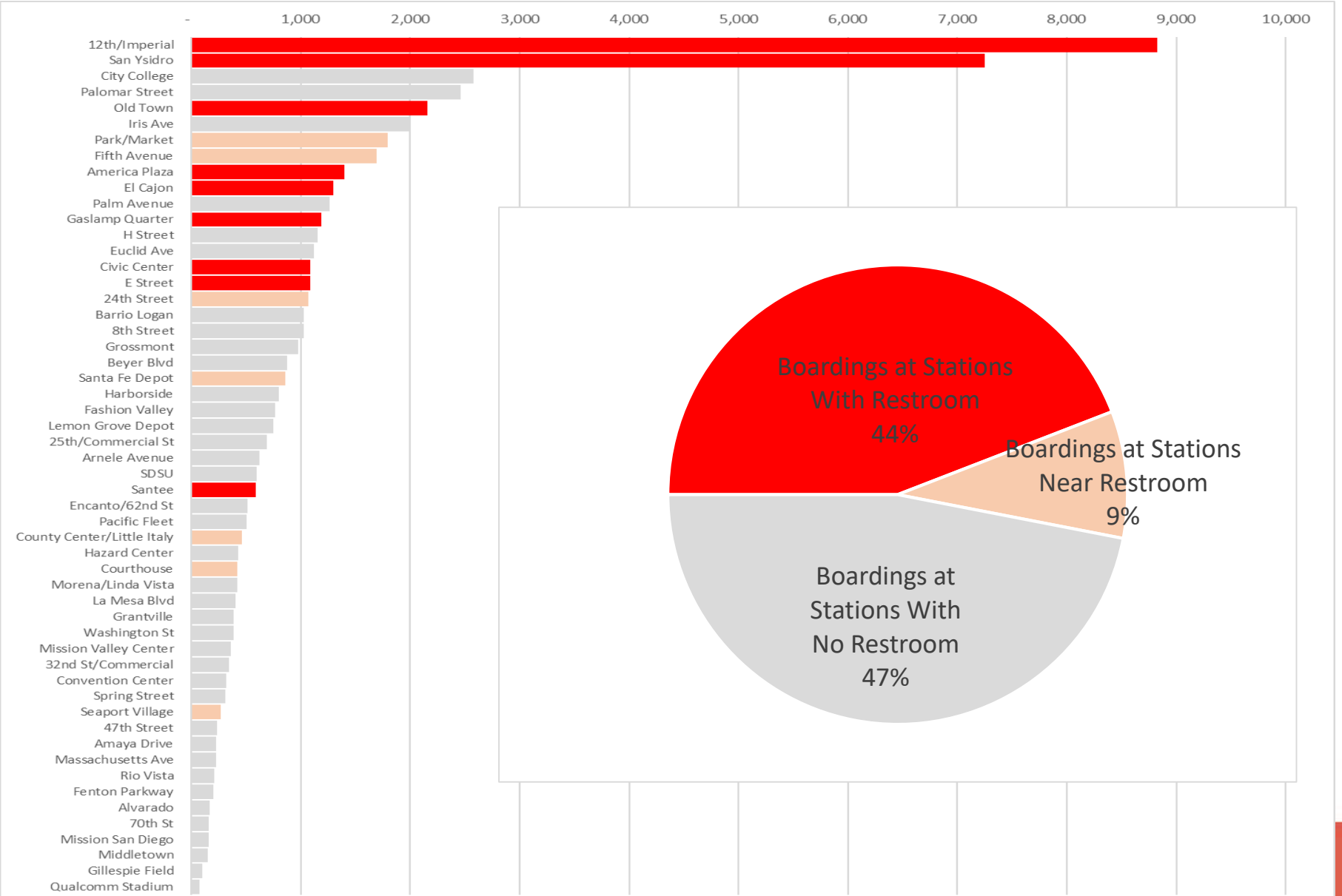
- Location: **Adjoining building**
- Distance from Station: **100 feet**
- Hours: **6am-6pm**
- Cost: **Free**
- Was closed for a few months due to assaults in restroom and vandalism



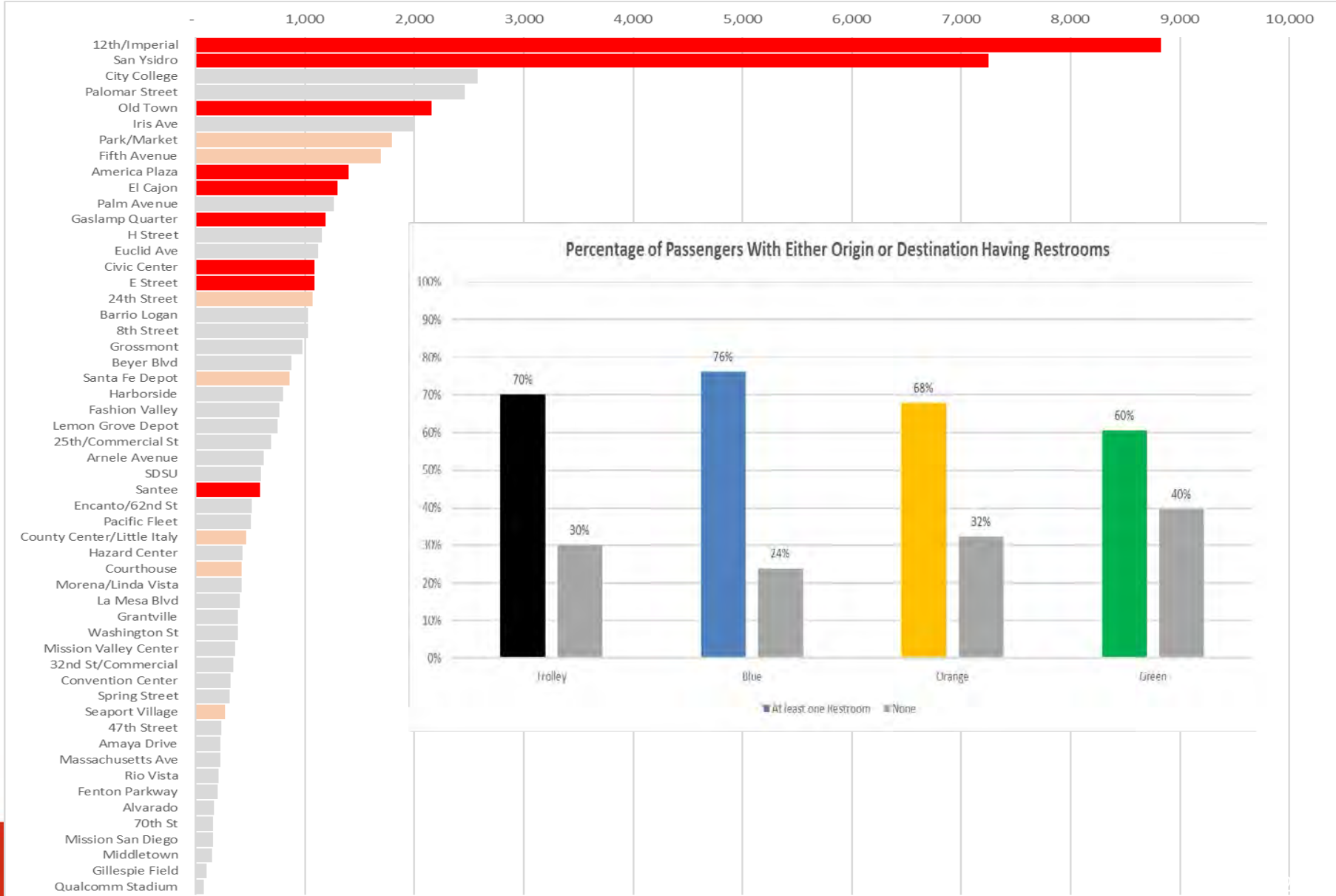
# Passenger Boardings vs Restroom Availability



# Passenger Boardings vs Restroom Availability

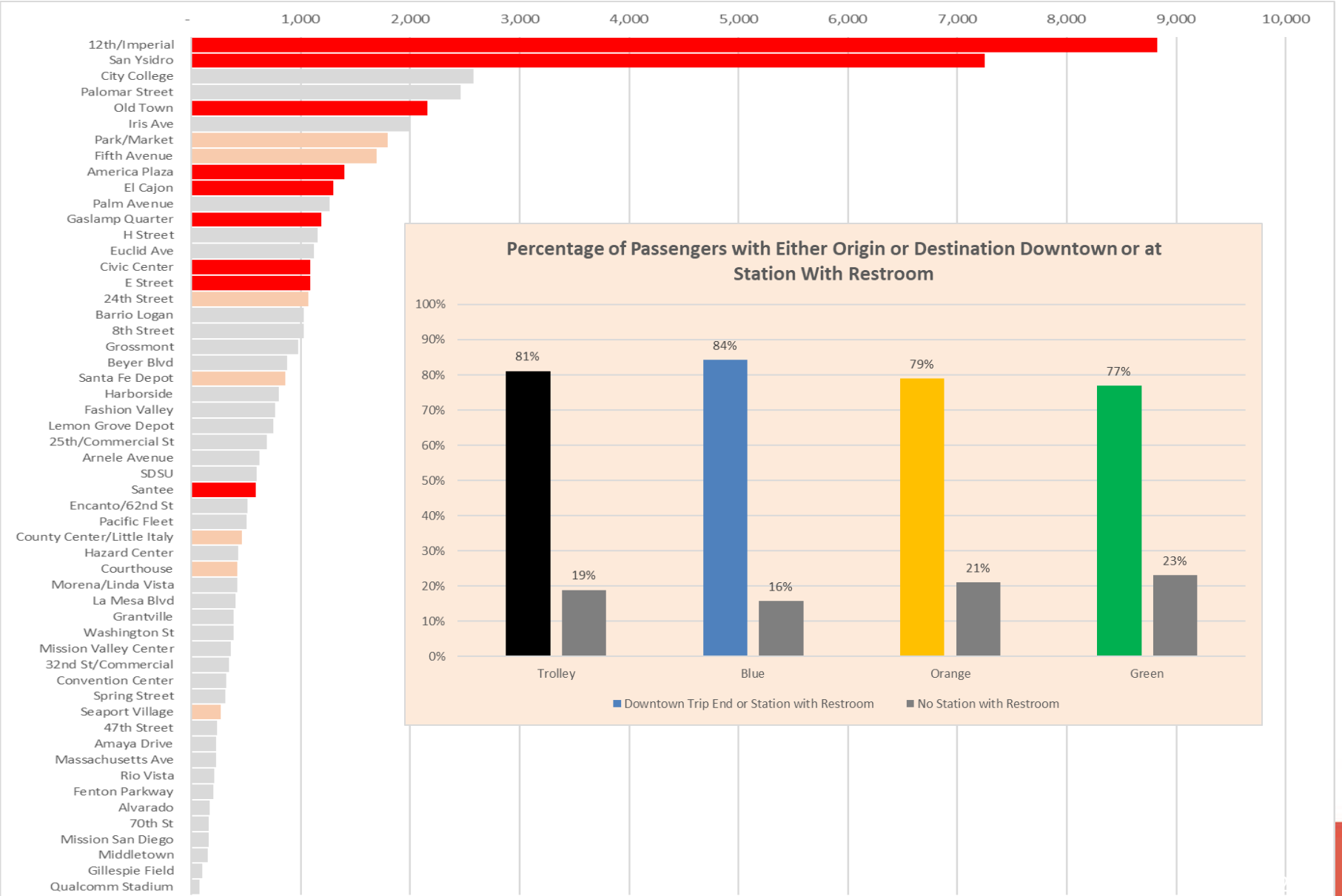


# Passenger Activity vs Restroom Availability





# Passenger Activity vs Restroom Availability



# Other Light Rail Systems

- **CALIFORNIA LIGHT RAIL SYSTEMS**

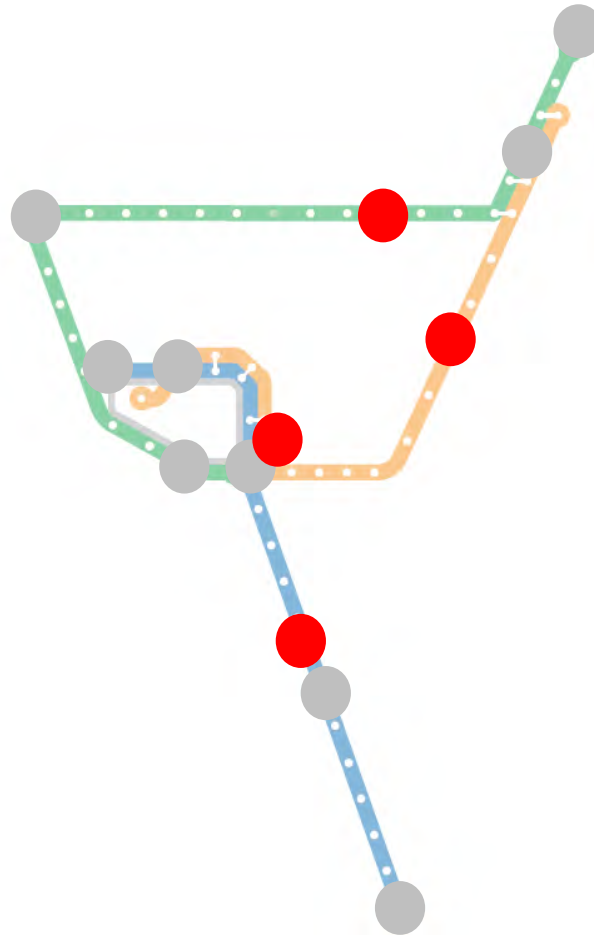
- **Los Angeles Metro:** No restrooms provided by agency
- **San Francisco MUNI:** No restrooms provided by agency
- **Santa Clara VTA:** No restrooms provided by agency
- **Sacramento RTD:** No restrooms provided by agency

- **GOAL LIGHT RAIL BENCHMARKING GROUP**

- **UTA (Salt Lake City):** No restrooms provided by agency
- **Port Authority (Pittsburgh):** No restrooms provided by agency
- **NFTA (Buffalo):** No restrooms provided by agency
- **Tri-Met (Portland):** No restrooms provided by agency
- **CATS (Charlotte):** One public restroom at major transit center
- **Baltimore MTA:** Restrooms at three stations; only one of which is MTA-operated
- **Sound Transit (Seattle):** Four of 22 stations have restrooms (one is airport; two are Amtrak/commuter rail stations)
- **DART (Dallas):** Five of 89 stations have restrooms

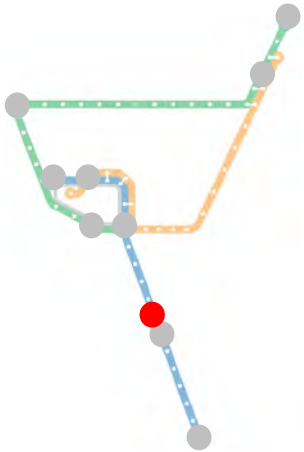
# Closed Public Restrooms

- 24<sup>th</sup> Street Station
- San Diego State University
- Lemon Grove Depot
- 14<sup>th</sup> & L (Downtown)



# 24<sup>th</sup> Street

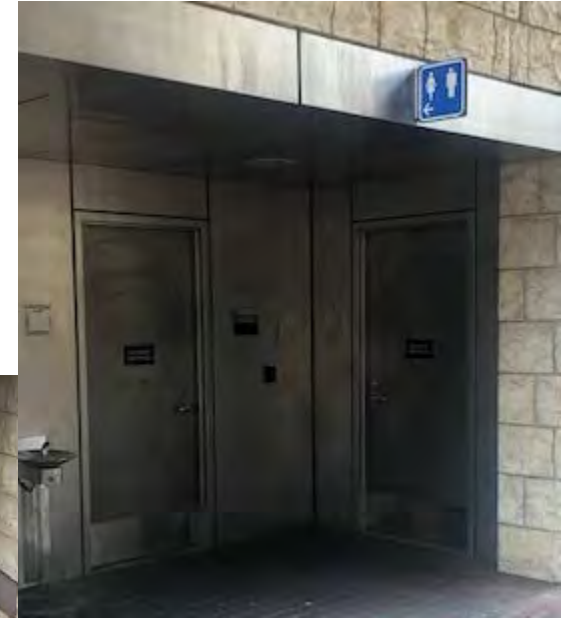
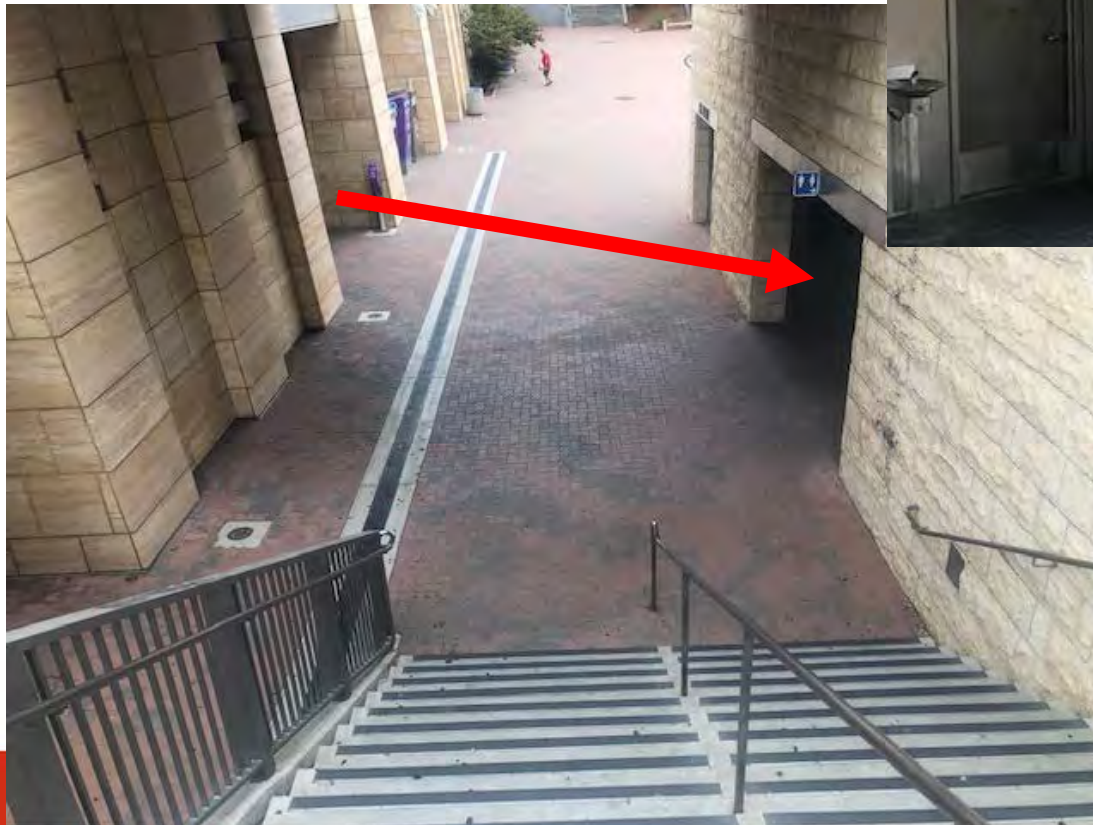
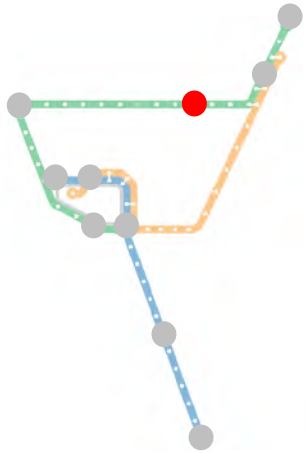
- Location: **Adjacent to Trolley Station**
- Closed by National City Adult School in 2014 due to vandalism.





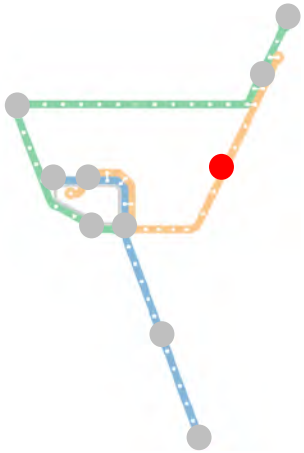
# San Diego State University

- Location: **Adjacent to Trolley Station**
- Closed due to cost of maintenance resulting from vandalism



# Lemon Grove Depot

- Location: **In Park Adjacent to Station**
- Closed due to vandalism and crime issues



# Downtown - 14<sup>th</sup> & L (Portland Loo)

- **Location:** 14th & L
- 130 percent increase in police calls to the area around the restroom
- \$90,000 cost per unit  
+\$190,000  
installation/sewer  
connection cost

POLITICS

## San Diego yanks problem Portland Loo



A man exits the Portland Loo at 14th and L streets downtown on June 15, 2015. (Michael Cali)

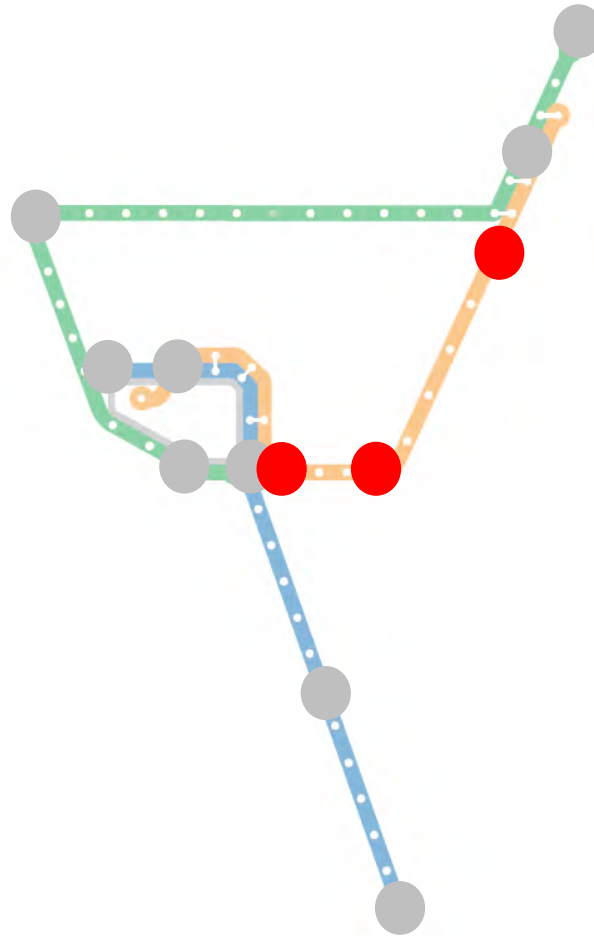
BY DAVID GARRICK

FEB. 5, 2016 11:23 AM PT

**SAN DIEGO** — Crews yanked out of the ground early this week a Portland Loo public restroom that was a magnet for crime and one of the more notorious financial boondoggles in recent San Diego history.

# Closed Public Restrooms

- Portable restrooms were previously provided at three locations on MTS property, but were removed at the request of jurisdictions because of excessive abuse and damage:
  - 14<sup>th</sup> & Imperial
  - Euclid Avenue Station
  - La Mesa Blvd Station





# Cost Per Restroom (Annual)

- Rental & Servicing (2x daily): **\$31,000**
- Security (24 hours): **\$190,000**
- First unit per location = **\$221,000**
  - Each additional unit per location = **+\$31,000**

## FEATURES

- ▶ Push button self-closing faucet
- ▶ Full freshwater flushing toilet
- ▶ Weatherproof flooring
- ▶ Incandescent natural lighting
- ▶ 10"x13" oval sink
- ▶ Built in trash receptacle
- ▶ "In use" light
- ▶ Available as stand-alone or as multiple restrooms on one trailer

## SPECIFICATIONS

- ▶ Height: 91"
- ▶ Width: 48"
- ▶ Depth: 43.5"



# Public Information Example

### Toilet facilities - useful information

#### Baby changing facilities

The following stations have baby changing facilities inside the toilets:

Abbey Wood

Baker Street  
(female toilet)

Barking

Blackfriars

Bromley South  
(female toilet)

Bush Hill Park  
(male and female toilets)

Cannon Street

Canons Park  
(female toilet)

Carshalton

Chingford  
(male and female toilets)

City Thameslink

Clapham Junction

Coulsdon South

Crystal Palace

Dartford

Denmark Hill

Dollis Hill  
(female toilet)

East Croydon

Elephant & Castle

Elstree & Borehamwood

Enfield Town  
(male and female toilets)

Epping

Euston

Finchley Road  
(male and female toilets)

Richmond

Golders Green  
(male and female toilets)

Gospel Oak

Hackbridge

Heathrow  
Terminals 2 & 3

Heathrow  
Terminal 5

Herne Hill

Hounslow East  
(male and female toilets)

Kensington (Olympia)

Kilburn  
(male and female toilets)

King's Cross & St Pancras

Kingsbury  
(male and female toilets)

Liverpool Street  
(male and female toilets)

London Bridge

North Greenwich  
(male and female toilets)

Norwood Junction

Orpington

Paddington

Peckham Rye

Penge West

Purley

Queensbury  
(female toilet)

Richmond  
(male and female toilets)

Shortlands

St John's Wood  
(male and female toilets)

Stratford  
(male and female toilets)

Stratford  
International

Streatham

Sutton

Tulse Hill

Upminster  
(male and female toilets)

Waterloo

Watford Junction

Wembley Park  
(male and female toilets)

West Hampstead  
(subline line only - male and female toilets)

West Harrow

Willesden Junction

Wimbledon

Wood Lane  
(male and female toilets)

Woolwich Arsenal

#### Locations of non-Transport for London at Transport for London stations

↑ Barking	in walkway, inside gateline
↑ Beckenham Junction	in National Rail station
↑ Blackfriars	in National Rail station
↑ Canning Town	in bus station
↑ Cannon Street	in National Rail station
↑ Cheshunt	in ticket hall
↑ Charing Cross	in National Rail station
↑ Clapham Junction	in Brighton Yard ticket hall
↑ Denmark Hill	behind ticket office
↑ Elmers End	in National Rail station
↑ Euston	in National Rail station
↑ Finsbury Park	platforms 7 and 8, accessible toilet platform
↑ Golders Green	in bus station
↑ Green Park	in subway
↑ Hammersmith	in shopping centre
↑ Heathrow Terminals 2 & 3	at street level
↑ Heathrow Terminal 5	on lower concourse
↑ King's Cross St. Pancras	in King's Cross National
↑ Lewisham	in National Rail station
↑ Liverpool Street	in National Rail station
↑ London Bridge	in National Rail station
↑ Marylebone	in National Rail station
↑ Mitcham Junction	in National Rail station
↑ North Greenwich	in bus station
↑ New Cross	on platform C
↑ Old Street	in subway
↑ Paddington	in National Rail station
↑ Piccadilly Circus	in subway
↑ Richmond	on lower concourse
↑ Stratford International	in National Rail station
↑ Tottenham Hale	on platform 2
↑ Upminster	on platform 1
↑ Vauxhall	in bus station
↑ Victoria	in National Rail station
↑ Walthamstow Central	in bus station
↑ Waterloo	in waiting area on platform
↑ Watford Junction	in subway
↑ Westminster	in National Rail station
↑ Wimbledon	in National Rail station

Toilet facilities at stations marked with a ↑ are not managed by Transport for London. You may be charged for using these facilities.

#### Opening hours

Opening hours vary. If you need to use the toilet but find it locked please contact a member of staff for access.

This map only shows public toilets at London Underground, London Overground, TfL Rail, London Trams, bus, Thameslink and major rail stations. Other public toilet facilities may be available near stations, please ask staff for information. Toilets may be closed at certain times. Please speak to station staff for more information.

MAYOR OF LONDON

You can find this map at [tfl.gov.uk/maps](https://tfl.gov.uk/maps) and [tfl.gov.uk/accessguides](https://tfl.gov.uk/accessguides)

Online maps are strictly for personal use only. To license the Tube map for commercial use please visit [tfl.gov.uk/maplicensing](https://tfl.gov.uk/maplicensing)

TRANSPORT FOR LONDON

Plan a journey

Status updates

Maps

Fares

Help & contacts

More

Help & contacts

Public toilets in London

## Public toilets in London

Find out more about public toilet facilities across London.

Practical information

Shops

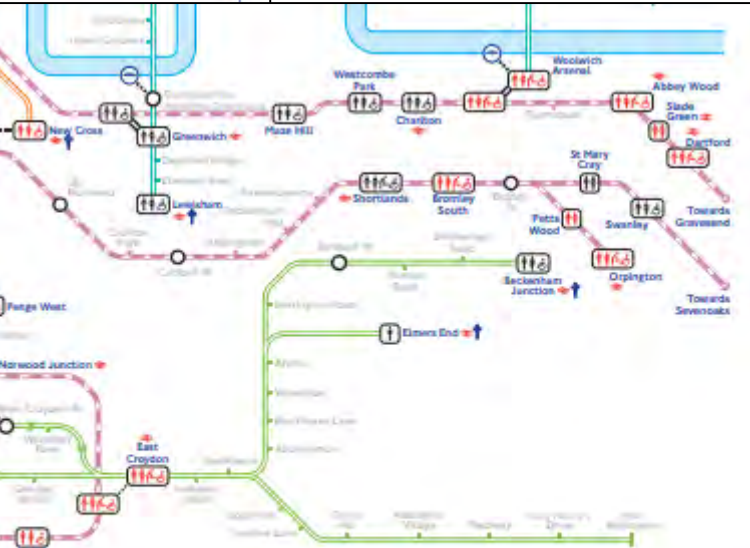
London borough toilets

Station toilet facilities

At present, some toilet facilities at TfL stations may be closed at certain times of day. We apologise for any inconvenience this may cause.

### Practical information

You can get up to date information about your nearest public toilet sent direct to your smartphone or tablet. Type 'toilet finder' into the search function on your device and it should provide you with a number of popular apps to choose from.



UNDERGROUND

TRANSPORT FOR LONDON

EVERY JOURNEY MATTERS

35

# Executive Committee Recommendations

- Seek additional hours of availability for the restrooms at the Mills Building (12th & Imperial), America Plaza, and E Street;
- Engage with relevant jurisdictions on reopening 24th Street, SDSU, and Lemon Grove restrooms; and
- Seek ways to provide public information about restroom availability throughout the network, including the development of a map identifying locations of publicly-accessible restrooms, as well as libraries, parks, shopping malls, and various other places.



# Follow-up Items from Executive Committee Discussion

- Exploration of potential additional restroom locations provided by other businesses that we could leverage. Engage with relevant jurisdictions on reopening 24th Street, SDSU, and Lemon Grove restrooms; and
- Legal and feasibility analysis of charging fees for restroom usage/limiting usage to transit riders, and to ensure that all Americans with Disabilities Act (ADA) requirements are met.
- Potential development of long-term plan and Board policy to direct the long-term plan, including achievable goals for restroom accessibility based on time, distance, ridership or other metrics.
- Budgetary consideration for possibly adding portable units at locations based on goals of a program.
- Baby-changing table availability around the system



IN - MEETING PUBLIC COMMENT

Carolina Matinez with Environmental Health Coalition, provided a live public comment for agenda item #31. Matinez's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

John Brady with Lived Experience Advisor, provided a live public comment for agenda item #31. Brady's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Randy Tores Van Vleck provided a live public comment for agenda item #31. Tores Van Vleck's statement will be reflected in the minutes.



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

## Agenda Item No. 45

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 16, 2021

#### SUBJECT:

PRONTO LAUNCH UPDATE (ROB SCHUPP)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

On September 1, 2021, the San Diego Metropolitan Transit System (MTS) and North County Transit District (NCTD) launched the new PRONTO fare collection system with the Free Ride in September with PRONTO promotion.

Every department within MTS was involved in the effort to ready the system for launch. This report will provide an overview of all efforts, including:

- Train operators and security personnel
- Install and test all hardware
- Test and launch website and mobile app
- Ensure financial modules are accurately recording fare payments
- Develop training materials for colleges and institutional partners
- Create tutorial videos
- Provide PRONTO cards to existing riders and new riders through numerous sales channels
- Establish a robust third-party retail network
- Outreach to businesses, schools and hard-to-reach communities





The report will also include an overview of next steps leading up to the October 1 complete decommissioning of the Compass Card system.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@sdmts.com)



# FARE SYSTEM Implementation Update

Board of Directors  
September 16, 2021

# Key Topics



- Agency Involvement
- System Testing
- Awareness Campaign
- Card Distribution
  - Outreach
  - Customer Service
  - Community Based Organizations



# Agency Involvement

- **Fare Administration**

- Project Management
- Ticket Machine and Validator Installs

- **Bus**

- Hardware Installations
- Driver Training

- **Security**

- **Trolley**

- Training
- Ambassadors

- **Finance**

- Systems Integration
- Revenue Reconciliation

- **Customer Service**

- Transit Store
- Pronto Support Center
- Trip Planning/Customer Svc.

- **Marketing**

- Outreach
- CBO Management
- Advertising
- Collateral

- **Capital**

- **Information Technology**

- **Procurement**

- **Legal**



# Getting the System Ready

- **67** TVMs Installed on current Trolley Lines
- **24** TVMs installed on mid-coast
- **580** Fare Boxes Installed
- **642** Validators on Buses
- **642** Routers on Buses
- **241** Validators on rail platforms
- **Five** card printers
- **Four** Ticket Office Terminals
- **Decommissioning Compass**




# Testing/Trouble Shooting

- Validators
- TVM Screen Flows
- Mobile App Flows/Glitches
- Institutional Portals
- Revenue Reconciliation
- Fare Box Reconciliation




# Establishing the Retail Network



Get a Card   Help   Your Card ▾   Log In ▾


Free PRONTO cards in September!

## PRONTO Outlets




Within 10 Miles

 ▾




Albertsons - Store #0745  
655 14th Street  
San Diego, CA 92101  
619.237.1247

0.46 miles



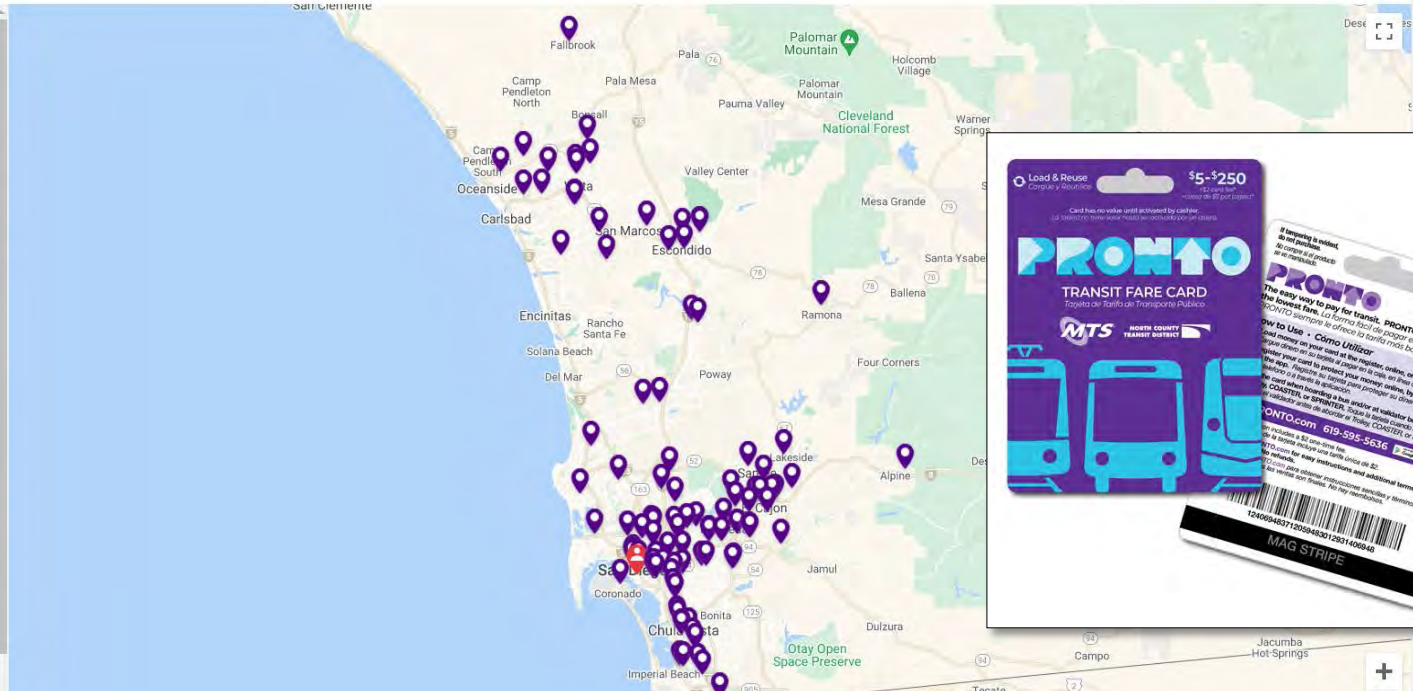
Quick Stop Market  
728 Fourth Ave  
San Diego, CA 728 Fourth Ave

0.67 miles




That Place That Ships  
421 Broadway Ave  
San Diego, CA 92101


0.79 miles



USA Check Cash  
421 Broadway #B  
San Diego, CA 92010

0.79 miles






Load & Reuse  
Cargue y Reutilice

\$5-\$250  
(\$2 and less - minimum \$5 and up to \$250)

Card has no value until activated by call center.  
La tarjeta tiene valor hasta ser activada por el call center.

**PRONTO**  
TRANSIT FARE CARD  
Tarjeta del Sistema de Transporte Público

MTS  
METRO TRANSIT SYSTEM



**PRONTO**  
The easy way to pay for transit. PRONTO always gives you the lowest fare. La forma fácil de pagar el transporte público. PRONTO siempre le ofrece la tarifa más baja.

**How to Use - Cómo Utilizar**

Load money on your card at the register, online, or via the app.  
Cargue dinero en su tarjeta al registrador, en línea, o a través de la aplicación.

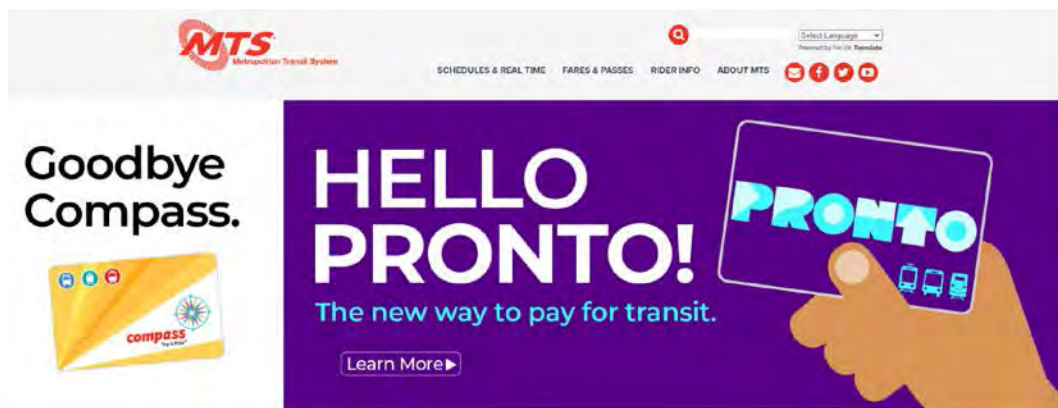
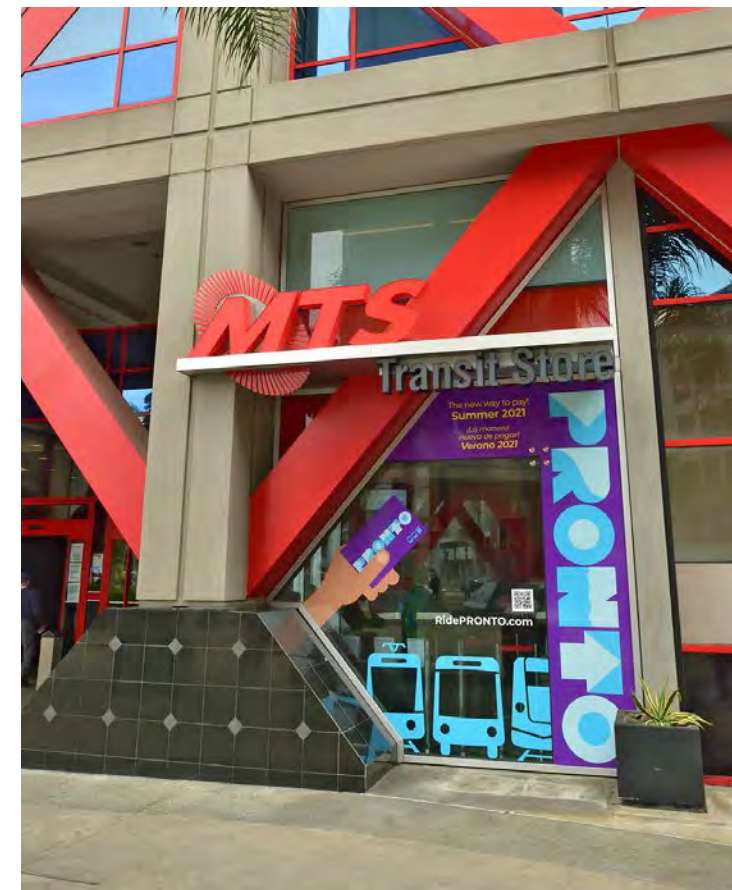
Use your card to pay for your transit. PRONTO always gives you the lowest fare. Use su tarjeta para pagar su transporte público. PRONTO siempre le ofrece la tarifa más baja.

PRONTO.com 619-595-5636

MAG STRIPE



# Getting Customers Ready

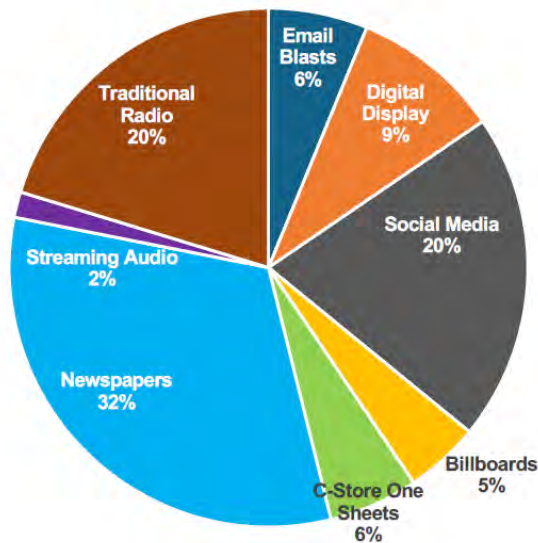




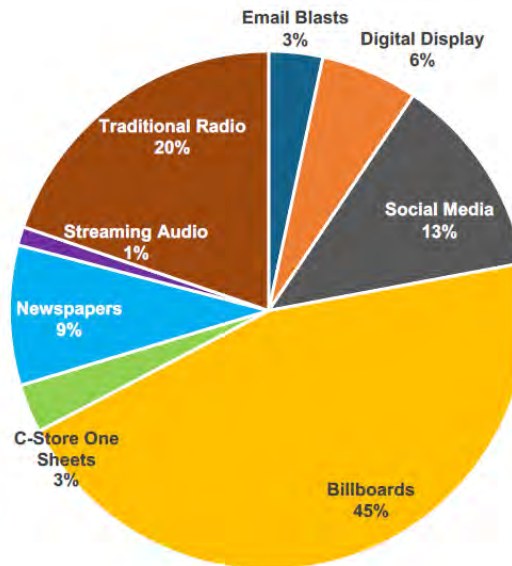
# Advertising

## Media Mix by Phase

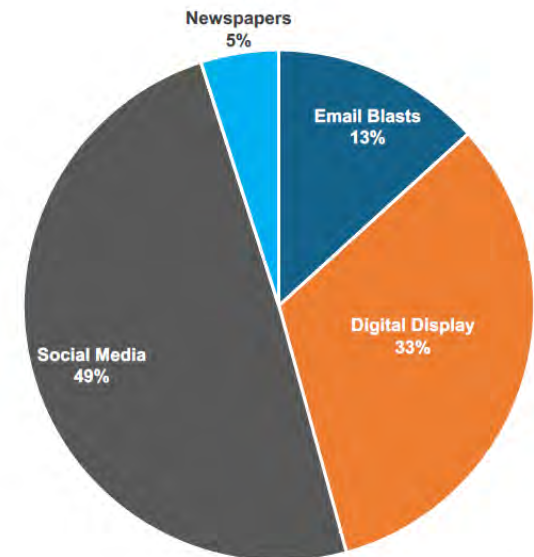
Phase 1: Transition  
\$107K Net



Phase 2: Launch  
\$199K Net



Phase 3: Continuity  
\$97K Net



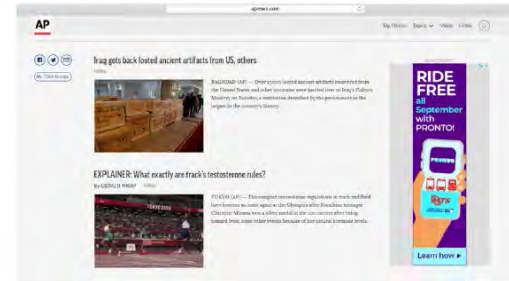
7

# Phase I Impressions

Medium	Impressions	Clicks	CTR	CTR Benchmark	CPM	CPC	Net Media Spend
Programmatic Display	2,069,336	3,481	0.17%	0.23%	\$5.97	\$3.55	\$12,348
Facebook/Instagram	876,024	16,410	1.87%	0.87%	\$15.15	\$0.81	\$13,276
Twitter	463,849	5,589	1.20%	N/A	\$21.68	\$1.80	\$10,054
Email Blasts	653,749	19,459	2.98%	1.00%	\$9.33	\$0.31	\$6,102
Digital Media Subtotal	4,062,958	44,939	1.11%	N/A	\$10.28	\$0.93	\$41,780
Traditional & Streaming Audio (iHeart)*	294,570	N/A	N/A	N/A	\$58.00	N/A	\$17,085
Local Print	357,858	N/A	N/A	N/A	\$95.05	N/A	\$34,014
Convenience Store Posters	2,043,000	N/A	N/A	N/A	\$2.94	N/A	\$6,010
Border Crossing Digital Billboards	5,320,000	N/A	N/A	N/A	\$0.95	N/A	\$5,075
Traditional Media Subtotal	8,015,428	N/A	N/A	N/A	N/A	N/A	\$62,184
Grand Total	12,078,386	44,939	1.11%		\$8.61	\$0.93	\$103,964

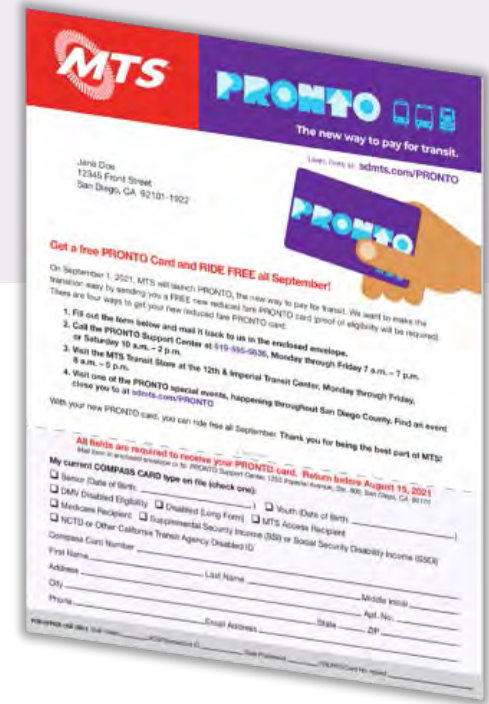


# Creative Samples



# Direct Mail

- **28,000+ Sent to data base of senior/disabled**
- **Included return envelopes**
- **Received more than 3,000 returns**
- **All customers received new PRONTO cards in time for Free Ride Month**





# Outreach

- **53 Outreach Events at transit centers**
  - More than a dozen scheduled for September
- **25 Presentations to Senior and Disabled Groups**
- **Colleges/School Districts**
  - UCSD, SDSU, Grossmont, Cuyamaca, Palomar, CSSMU, SDUSD, Sweetwater
- **Training for Institutional Partners**
  - More than 100 institutional partners will be trained by the end of September

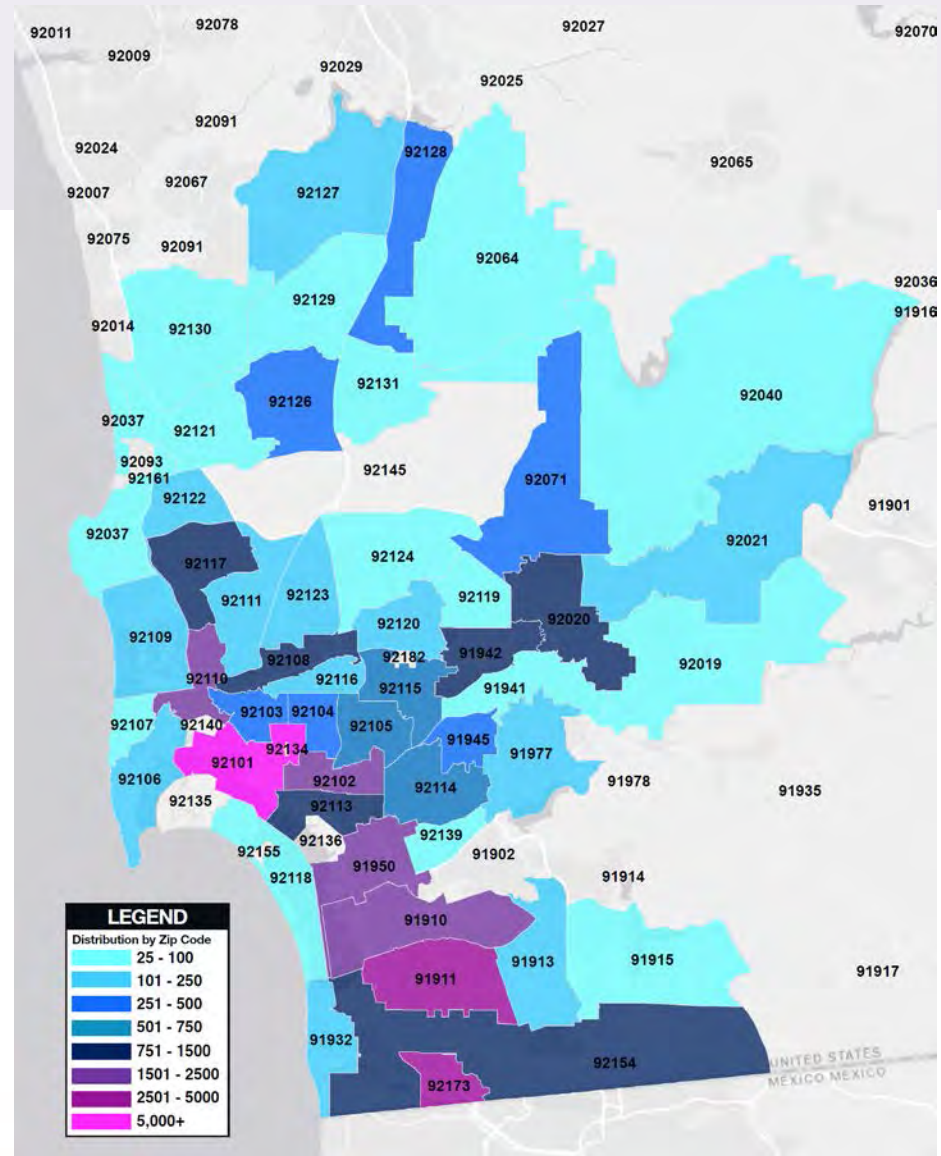


# Outreach

## Card Distribution by Zip

(Through 9/1/21)

- Represents about 35,000 cards
  - Transit Center Events
  - SDM cards mailed (phone and mail requests)
  - Online Adult Cards (mailed)
- Does not include Transit Store, CBO, School or institutional efforts



# The Results: 112,000+ Cards

## Transit Store

- 12,000 generic cards distributed
- 4,750 personalized photo cards

## PRONTO Support Center

- 3,875 personalized photo cards
- 4,100 cards provided from on-line requests
- 18,000 cards distributed to retail outlets
- 30,000 cards to institutions
- 3,500 cards provided to San Diego County Courts
- 4,500 cards provided to County of San Diego
- **CBOs**
  - 3,600 Cards





# The Results: 85,000 Mobile Accounts

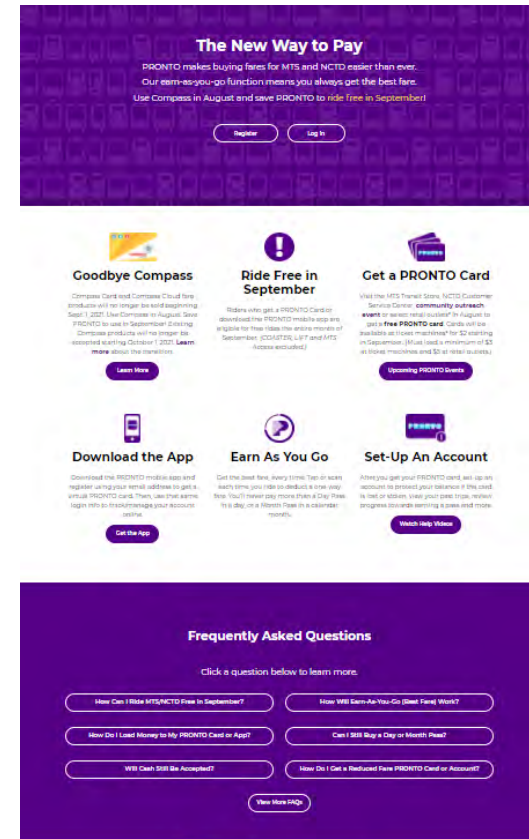
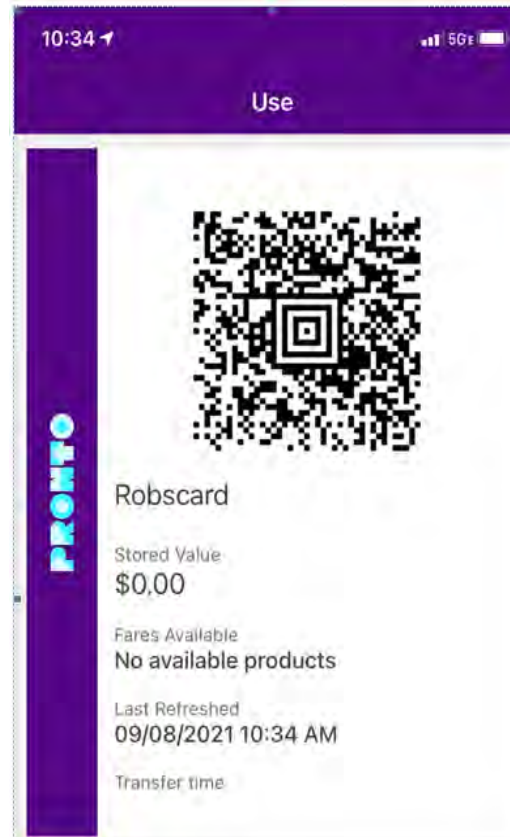
## PRONTO Mobile App

- 85,000+ accounts
- 80,000 downloads
  - 40,204 iOS
  - 23,700 Android

## ridepronto.com

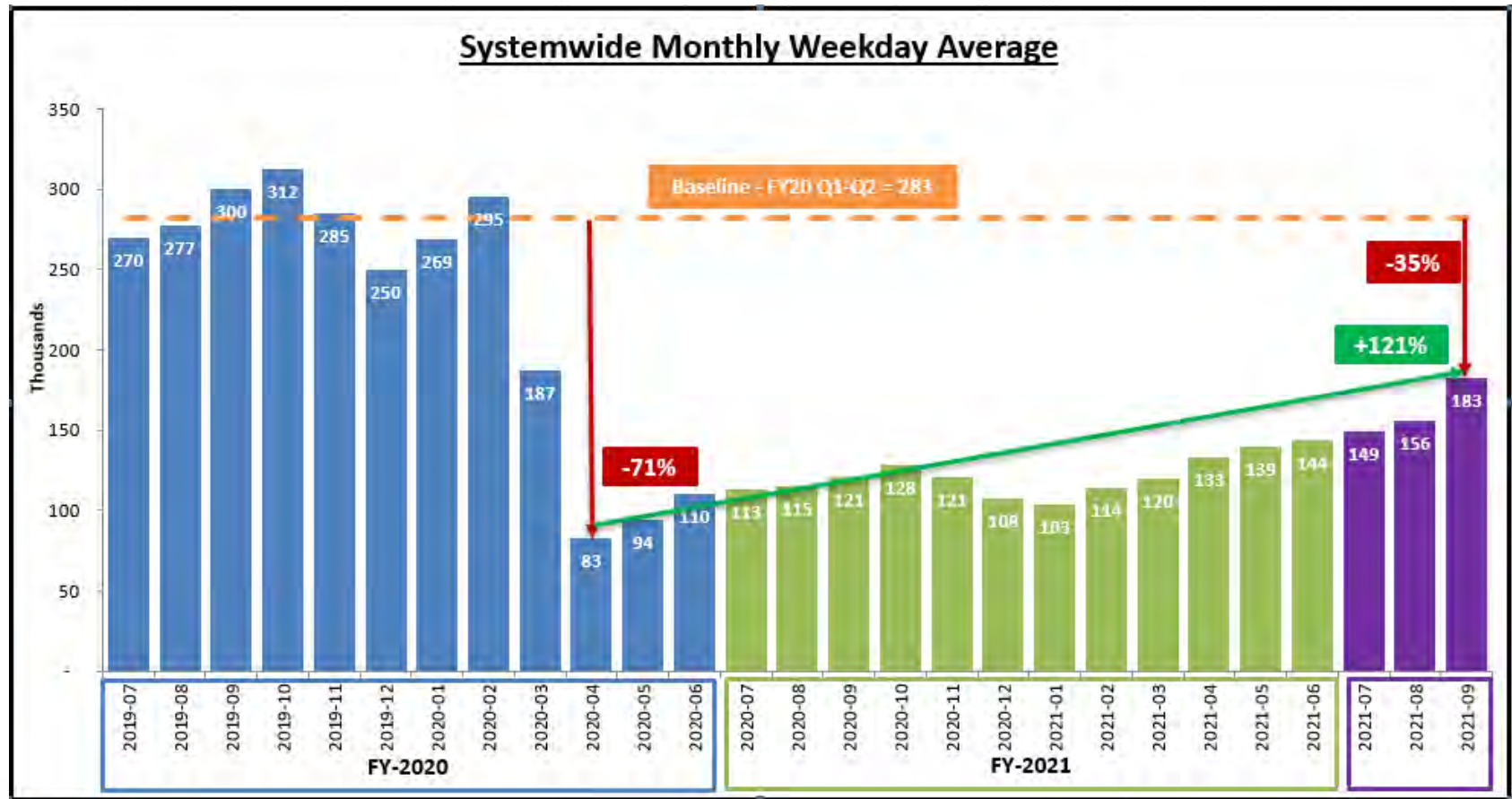
(First 8 days of Sept. compared to August)

- 78% increase in views
- 77% increase in new users
- 81% increase in “create an account”
- 157% increase in new people going to “get a PRONTO card”





# Free Rides with PRONTO



# PRONTO



## FARE SYSTEM Implementation Update

Questions?

IN - MEETING PUBLIC COMMENT

Michael Horgan, provided a live public comment for agenda item 45. Horgan's statement will be reflected in the minutes.



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

## Agenda Item No. 61

### Chief Executive Officer's Report

September 19, 2021

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period July 21, 2021 to September 9, 2021.

#### CEO Travel Report (since last Board meeting)

N/A

#### Board Member Travel Report (since last Board meeting)

N/A





EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
PWL289.5-20	CONAN CONSTRUCTION	CCO6 & CCO7	\$26,493.54	7/27/2021
G2317.3-20	BROWN MARKETING	FUNDS ADDED	\$99,000.00	7/28/2021
L1416.5-18	SIEMENS	NO COST TIME EXTENSION	\$0.00	7/30/2021
G2151.3-18	EDCO	CANCEL FHVA ADMIN BLDG	\$12,237.00	7/30/2021
PWL285.4-21	TRANSDEV RAIL	CCO8 & 9	\$14,019.20	7/30/2021
PWL320.3-21	ESS	CCO3 PTZ CAMERAS AT TRACK SWITCHES	\$20,887.66	8/2/2021
G1928.6-16	T&T	TERMINATE FHVA ADMIN BLDG & LOT SVCS	\$63,300.47	8/4/2021
G2053.3-18	CIVILIAN	ADD FUNDS	\$99,000.00	8/5/2021
L1564.1-21	MILLER INGENUITY	ADD FUNDS FOR DEVICE REPAIRS	\$39,500.00	8/6/2021
G1946.0-17-AE-68	GLOBAL SIGNALS	WHEEL DETECTOR	\$64,554.60	8/6/2021
PWL287.5-19	METRO BUILDERS	CCO17 & 18	\$27,138.34	8/6/2021
PWG170.3-15	CWS	NO COST TIME EXTENSION	\$0.00	8/10/2021
PWL311.0-21311-01.1	HMS CONSTRUCTION	BIRD NETTING	\$9,000.92	8/10/2021
B0701.3-19	AFTERMARKET PARTS	VMI PRICE ESCALATION	\$0.00	8/10/2021
G1951.0-17-AE-58.04	MOTT MACDONALD	ENVIRONMENTAL MONITORING & CONS SRVS	\$37,957.31	8/13/2021
G2245.2-19	KEGEL TOBIN & TRUCE	LGL SVS AMD	\$70,000.00	8/16/2021
B0735.0-21	TRAPEZE	PASS MOBILE APPLICATION	\$89,438.00	8/16/2021
G2214.2-19	ELDON FLOYD & ASSOC	LGL SVS AMD	\$75,000.00	8/16/2021
G2204.4-19	DEAN GAZZO ROISTACHER	LGL SVS AMD	\$60,000.00	8/16/2021
G2217.3-19	LAW OFFICES OF MARK H BARBER	LGL SVS AMD	\$75,000.00	8/17/2021
G2205.2-19	LIEDLE & LARSON	LGL SVS AMD	\$50,000.00	8/17/2021
G2208.3-19	TYSON & MENDES	LGL SVS AMD	\$50,000.00	8/17/2021
G2211.1-19	DUANE MORRIS	LGL SVS AMD	\$30,000.00	8/17/2021
G2206.2-19	MICHAEL RIPLEY	LGL SVS AMD	\$10,000.00	8/19/2021
G2053.3-18.31	CIVILIAN	TASK ORDER 31	\$64,935.00	8/20/2021
G2218.1-19	TROVILLION INVEISS & DEMAKIS	LGL SVS AMD	\$80,000.00	8/23/2021

EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
G2067.4-18	ENGHOUSE TRANSPORTATION	NO COST CONTRACT EXTENSION	\$0.00	8/24/2021
B0721.1-21	GILLIG	PRICE CHANGE	\$44,952.90	8/24/2021
PWL312.1-20	HMS CONSTRUCTION	EXERCISE OPY 1	\$0.00	8/25/2021
PWL334.1-21	BLUE PACIFIC ENG & CONST	EXERCISE ADD ATL 2 `	\$22,300.00	8/27/2021
PWL289.6-20	CONAN CONSTRUCTION	CCO8 VARIOUS CHANGES EVENTS	\$34,006.31	8/27/2021
PWG269.0-19269-12	HERZOG	BL RAIL PLUG INSTALL	\$95,897.59	8/31/2021
PWG168.3.15	ESS	6 MONTHS TIME EXTENTION	\$0.00	8/31/2021

REVENUE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
L1552.1-21	HHS CONSTRUCTION	ROE TIME EXTENSION	\$2,554.60	7/26/2021
L1583.0-21	SWINERTON	ROE PARK BLVD & BROADWAY	\$1,200.00	7/27/2021
L1504.1-19	MEDIA 3 COMMUNICATIONS	TIME EXTENSION	\$0.00	7/27/2021
L1581.0-21	CITY OF SAN DIEGO	ROE C STREET	\$750.00	7/28/2021
L1586.0-21	SD COUNTY BICYCLE COALITION	ROE BIKE THE BAY	\$750.00	7/28/2021
S200-21-724	AT&T	AERIAL FIBER LICENSE WO STONE STORE	\$0.00	7/30/2021
S200-21-723	AT&T	UNDERGROUND FIBER LICENSE CAMPO DEPOT	\$0.00	7/30/2021
S200-21-725	AT&T	AERIAL FIBER LICENSE DL MP 61.87	\$0.00	7/30/2021
L1580.0-21	HP COMMUNICATIONS	ROE MILEPOST CC 0.51	\$3,167.24	8/6/2021
L0901.0-10.118	BRICEHOUSE	SEGWAY INC GASLAMP	\$3,500.00	8/6/2021
L0901.0-10.108	BRICEHOUSE	ROHULLAH SALEHA	\$27,000.00	8/6/2021
L1542.1-20	DICK MILLER	ROE TIME EXTENSION	\$750.00	8/6/2021
L1588.0-21	CABRILLO NATIONAL MONUMENT FOUNDATION	JROE ML 267.60	\$750.00	8/9/2021
L5841.0-21	KR KETTNER	LICENSE AGREEMENT	\$1,500.00	8/11/2021
L1556.1-21	LYFT	ROE TIME EXTENSION	\$0.00	8/13/2021
L1551.0-21	PROCELL LLC	ROE SAN YSIDRO	\$1,424.58	8/13/2021
M6753.0-21	SBO INC	ROE MILEPOST MV 143-14.4	\$1,199.58	8/13/2021
L0901.0-10.119	BRICEHOUSE STATION	ANTHEM BLUE - IRIS AVENUE	\$1,000.00	8/13/2021
G1927.1-16	GROSSMONT UNION HSD	PPB 6 MONTH EXT	\$0.00	8/23/2021
L4368.0-22	DICK MILLER	ROE 1ST ST & FRONT STREET	\$1,612.47	8/31/2021
L1598.0-21	PROCELL	ROE MILEPOST SL	\$1,274.58	8/31/2021
G2514.0-21	PREFERRED VALET PARKING	ROE MONARCH SCHOOL EVENT	\$0.00	8/31/2021

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4400001509	7/21/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$72.93	-	-
4400001510	7/21/21	Office Depot		G200-OFFICE SUPPLIES	\$108.27	-	-
4400001511	7/21/21	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$108.51	-	-
4400001512	7/22/21	Office Depot		G200-OFFICE SUPPLIES	\$56.60	-	-
4400001513	7/22/21	W.W. Grainger Inc		G200-OFFICE SUPPLIES	\$150.68	-	-
4400001514	7/26/21	Office Depot		G200-OFFICE SUPPLIES	\$362.95	-	-
4400001515	7/26/21	Office Depot		G200-OFFICE SUPPLIES	\$53.25	-	-
4400001516	7/26/21	Office Depot		G200-OFFICE SUPPLIES	\$55.57	-	-
4400001517	7/26/21	Office Depot		G200-OFFICE SUPPLIES	\$336.15	-	-
4400001518	7/26/21	Office Depot		G200-OFFICE SUPPLIES	\$239.33	-	-
4400001519	7/26/21	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$76.94	-	-
4400001520	7/26/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$201.23	-	-
4400001521	7/26/21	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$103.04	-	-
4400001522	7/27/21	Office Depot		G200-OFFICE SUPPLIES	\$317.36	-	-
4400001523	7/28/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$776.80	-	-
4400001524	7/28/21	Office Depot		G200-OFFICE SUPPLIES	\$932.97	-	-
4400001525	7/28/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$991.90	-	-
4400001526	7/29/21	Office Depot		G200-OFFICE SUPPLIES	\$105.96	-	-
4400001527	7/30/21	W.W. Grainger Inc		M110-SUB STATION	\$625.10	-	-
4400001528	8/4/21	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$3,040.79	-	-
4400001529	8/5/21	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$23.27	-	-
4400001530	8/6/21	W.W. Grainger Inc		F150-DOORS, OVERHEAD	\$183.48	-	-
4400001531	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$181.45	-	-
4400001532	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$90.15	-	-
4400001533	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$56.44	-	-
4400001534	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$63.31	-	-
4400001535	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$183.59	-	-
4400001536	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$1,041.55	-	-
4400001537	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$220.55	-	-
4400001538	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$60.10	-	-
4400001539	8/6/21	Office Depot		G200-OFFICE SUPPLIES	\$70.48	-	-
4400001540	8/11/21	Office Depot		G200-OFFICE SUPPLIES	\$144.61	-	-
4400001541	8/11/21	Office Depot		G200-OFFICE SUPPLIES	\$194.72	-	-
4400001542	8/11/21	Office Depot		G200-OFFICE SUPPLIES	\$55.13	-	-
4400001543	8/12/21	Office Depot		G200-OFFICE SUPPLIES	\$33.14	-	-
4400001544	8/12/21	Office Depot		G200-OFFICE SUPPLIES	\$301.65	-	-
4400001545	8/13/21	Office Depot		G200-OFFICE SUPPLIES	\$224.65	-	-
4400001546	8/13/21	Office Depot		G200-OFFICE SUPPLIES	\$521.23	-	-
4400001547	8/13/21	W.W. Grainger Inc		T160-TRACK, AGGREGATES	\$215.38	-	-
4400001548	8/16/21	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$868.62	-	-
4400001549	8/17/21	W.W. Grainger Inc		M180-STATION ELECTRICAL	\$392.81	-	-
4400001550	8/17/21	Mcmaster-Carr Supply Co		M110-SUB STATION	\$1,032.12	-	-
4400001551	8/17/21	Office Depot		G200-OFFICE SUPPLIES	\$147.43	-	-
4400001552	8/17/21	Office Depot		G200-OFFICE SUPPLIES	\$31.68	-	-
4400001553	8/19/21	Office Depot		G200-OFFICE SUPPLIES	\$262.65	-	-
4400001554	8/19/21	Office Depot		G200-OFFICE SUPPLIES	\$251.33	-	-



Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4400001555	8/19/21	Office Depot		G200-OFFICE SUPPLIES	\$1,381.91	-	-
4400001556	8/19/21	W.W. Grainger Inc		M150-PWR SWITCHES/LOCKS	\$251.17	-	-
4400001557	8/23/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$303.62	-	-
4400001558	8/24/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$1,239.24	-	-
4400001559	8/24/21	Office Depot		G200-OFFICE SUPPLIES	\$62.22	-	-
4400001560	8/24/21	Office Depot		G200-OFFICE SUPPLIES	\$77.89	-	-
4400001561	8/24/21	Office Depot		G200-OFFICE SUPPLIES	\$624.65	-	-
4400001562	8/24/21	Office Depot		G200-OFFICE SUPPLIES	\$73.52	-	-
4400001563	8/24/21	Office Depot		G200-OFFICE SUPPLIES	\$58.55	-	-
4400001564	8/25/21	Office Depot		G200-OFFICE SUPPLIES	\$54.06	-	-
4400001565	8/25/21	Office Depot		G200-OFFICE SUPPLIES	\$170.52	-	-
4400001566	8/25/21	Office Depot		G200-OFFICE SUPPLIES	\$2,672.11	-	-
4400001567	8/25/21	W.W. Grainger Inc		M110-SUB STATION	\$376.91	-	-
4400001568	8/25/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$1,246.30	-	-
4400001569	8/30/21	Office Depot		G190-SAFETY/MED SUPPLIES	\$57.00	-	-
4400001570	8/31/21	W.W. Grainger Inc		G150-FASTENERS	\$63.13	-	-
4400001571	8/31/21	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$291.00	-	-
4400001572	8/31/21	Office Depot		G200-OFFICE SUPPLIES	\$58.33	-	-
4400001573	8/31/21	Office Depot		G200-OFFICE SUPPLIES	\$179.30	-	-
4400001574	9/1/21	Office Depot		G200-OFFICE SUPPLIES	\$68.08	-	-
4400001575	9/1/21	Office Depot		G200-OFFICE SUPPLIES	\$147.07	-	-
4400001576	9/1/21	Office Depot		G200-OFFICE SUPPLIES	\$147.07	-	-
4400001577	9/1/21	Office Depot		G200-OFFICE SUPPLIES	\$247.80	-	-
4400001578	9/2/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$331.93	-	-
4400001579	9/2/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$15.04	-	-
4400001580	9/3/21	Office Depot		G200-OFFICE SUPPLIES	\$72.85	-	-
4400001581	9/7/21	Office Depot		G200-OFFICE SUPPLIES	\$138.75	-	-
4400001582	9/8/21	Office Depot		G200-OFFICE SUPPLIES	\$332.89	-	-
4400001583	9/8/21	W.W. Grainger Inc		G120-SECURITY	\$257.99	-	-
4400001584	9/9/21	Office Depot		G200-OFFICE SUPPLIES	\$59.61	-	-
4400001585	9/9/21	Office Depot		G200-OFFICE SUPPLIES	\$97.87	-	-
4400001586	9/9/21	Office Depot		G200-OFFICE SUPPLIES	\$82.05	-	-
4400001587	9/9/21	Office Depot		G200-OFFICE SUPPLIES	\$491.73	-	-
4500040736	7/21/21	Transit Products and Services		B130-BUS BODY	\$6,465.00	-	-
4500040737	7/21/21	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$20,541.47	-	-
4500040738	7/21/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$551.53	-	-
4500040739	7/21/21	Downtown San Diego Partnership		G260-MEDIA	\$1,200.00	-	-
4500040740	7/21/21	ABC General Contractor Inc		C130-CONSTRUCTION SVCS	\$27,016.04	-	\$21,791.14
4500040741	7/21/21	Steven Timme		G230-PRINTED MATERIALS	\$2,617.88	-	-
4500040742	7/21/21	Johnson Controls Fire Protection LP		P110-BLDG MAINTENANCE	\$54,452.99	-	-
4500040743	7/21/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$71.28	-	-
4500040744	7/21/21	Transit Holdings Inc		B130-BUS BODY	\$3,666.91	-	-
4500040745	7/21/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$117.19	-	-
4500040746	7/21/21	Drain Medic Inc	Small Business	P120-BLDG/FACILITY REPRS	\$1,000.00	-	-
4500040747	7/21/21	Synco Chemical Corporation		G170-LUBRICANTS	\$1,759.09	-	-
4500040748	7/21/21	RR Donnelley and Sons Co		G280-FARE MATERIALS	\$36,336.90	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500040749	7/21/21	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	\$748.87	-	-
4500040750	7/21/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$413.01	-	-
4500040751	7/21/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$4,630.02	-	-
4500040752	7/21/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$8.19	-	-
4500040753	7/21/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,446.32	-	-
4500040754	7/21/21	Industrial Maintenance Supply LLC	DBE	B240-BUS/VEHICLE PROCRMNT	\$21,190.84	-	-
4500040755	7/21/21	Gillig LLC		B120-BUS MECHANICAL PARTS	\$549.86	-	-
4500040756	7/21/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$605.18	-	-
4500040757	7/21/21	TESSCO Technologies Incorporated		P190-REV VEHICLE REPAIRS	\$274.64	-	-
4500040758	7/21/21	Norman Industrial Materials		G140-SHOP SUPPLIES	\$1,870.65	-	-
4500040759	7/21/21	Elkhart Brass Manufacturing Co.		B250-BUS REPAIR PARTS	\$334.89	-	-
4500040760	7/21/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$75.78	-	-
4500040762	7/21/21	Jeyco Products Inc		B240-BUS/VEHICLE PROCRMNT	\$10,438.79	-	-
4500040763	7/21/21	Gillig LLC		B130-BUS BODY	\$522.23	-	-
4500040764	7/21/21	Home Depot USA Inc		G270-ELECTRICAL/LIGHTING	\$30.61	-	-
4500040765	7/21/21	Studio C Creative Sound Recorders		I120-INFO TECH, SVCS	\$85.00	-	-
4500040766	7/21/21	Reid and Clark Screen Arts Co		P210-NON-REV VEH REPAIRS	\$25.06	-	-
4500040767	7/22/21	Jeyco Products Inc		G130-SHOP TOOLS	\$11.65	-	-
4500040768	7/22/21	Sportworks Northwest Inc		B130-BUS BODY	\$77.58	-	-
4500040769	7/22/21	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$320.02	-	-
4500040770	7/22/21	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$165.15	-	-
4500040771	7/22/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$82.49	-	-
4500040773	7/22/21	Don Oleson Inc	Small Business	G140-SHOP SUPPLIES	\$145.47	-	-
4500040774	7/22/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$423.36	-	-
4500040775	7/22/21	Transit Holdings Inc		B140-BUS CHASSIS	\$63.02	-	-
4500040776	7/22/21	USSC Acquisition Corp		B250-BUS REPAIR PARTS	\$133.87	-	-
4500040778	7/22/21	CASEI		F110-SHOP/BLDG MACHINERY	\$230.59	-	-
4500040779	7/22/21	Romaine Electric Corporation	Small Business	B250-BUS REPAIR PARTS	\$358.42	-	-
4500040780	7/22/21	Vinyard Doors	Woman Owned Business	F110-SHOP/BLDG MACHINERY	\$780.00	-	-
4500040781	7/22/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$14.52	-	-
4500040782	7/22/21	Uline		G200-OFFICE SUPPLIES	\$390.14	-	-
4500040783	7/22/21	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$5,820.40	-	-
4500040784	7/22/21	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$410.79	-	-
4500040785	7/22/21	APD Incorporated		B130-BUS BODY	\$164.86	-	-
4500040786	7/22/21	Annex Automotive and		R240-RAIL/LRV REPR PARTS	\$630.64	-	-
4500040787	7/22/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$803.34	-	-
4500040788	7/22/21	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$119.21	-	-
4500040789	7/22/21	W.W. Grainger Inc		B240-BUS/VEHICLE PROCRMNT	\$9,319.61	-	-
4500040790	7/22/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$382.96	-	-
4500040792	7/22/21	Transit Holdings Inc		B130-BUS BODY	\$315.51	-	-
4500040793	7/22/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$141.56	-	-
4500040794	7/22/21	West-Lite Supply Co Inc	Small Business	M140-WAYSIDE SIGNALS	\$393.08	-	-
4500040795	7/22/21	Custom Logos, Inc.		G230-PRINTED MATERIALS	\$2,478.25	-	-
4500040796	7/22/21	Brown & Bigelow Inc		G230-PRINTED MATERIALS	\$3,368.11	-	-
4500040797	7/22/21	Raphael's Party Rentals Inc		P160-EQUIPMENT RENTALS	\$977.37	-	-
4500040798	7/22/21	Jeyco Products Inc		G150-FASTENERS	\$174.65	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500040800	7/22/21	United Refrigeration Inc		G170-LUBRICANTS	\$93.43	-	-
4500040801	7/22/21	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	\$273.47	-	-
4500040802	7/22/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$332.29	-	-
4500040803	7/22/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$104.70	-	-
4500040804	7/22/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$92.84	-	-
4500040805	7/22/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$872.28	-	-
4500040806	7/22/21	Gillig LLC		B250-BUS REPAIR PARTS	\$603.88	-	-
4500040807	7/22/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$27.24	-	-
4500040808	7/22/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$46.88	-	-
4500040809	7/22/21	Chromate Industrial Corporation		G150-FASTENERS	\$869.56	-	-
4500040810	7/23/21	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$2,677.59	-	-
4500040811	7/23/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$169.89	-	-
4500040812	7/23/21	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$2,053.71	-	-
4500040813	7/23/21	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	\$270.00	-	-
4500040814	7/23/21	SPX Corporation		G290-FARE REVENUE EQUIP	\$154.97	-	-
4500040815	7/23/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$188.57	-	-
4500040816	7/23/21	Muncie Transit Supply		B140-BUS CHASSIS	\$286.43	-	-
4500040817	7/23/21	Transit Holdings Inc		B130-BUS BODY	\$1,864.34	-	-
4500040818	7/23/21	South Bay Fence Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$3,250.00	-	-
4500040819	7/23/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$372.13	-	-
4500040820	7/23/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$44.80	-	-
4500040821	7/23/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$119.14	-	-
4500040822	7/23/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$329.94	-	-
4500040823	7/23/21	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$137.91	-	-
4500040824	7/23/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$828.49	-	-
4500040825	7/23/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$35.98	-	-
4500040826	7/23/21	Jeyco Products Inc		G130-SHOP TOOLS	\$78.46	-	-
4500040827	7/23/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$156.86	-	-
4500040828	7/23/21	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$242.55	-	-
4500040829	7/23/21	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$250.03	-	-
4500040830	7/23/21	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$29,691.93	-	-
4500040831	7/23/21	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	\$235.39	-	-
4500040832	7/23/21	Rodvold Enterprises Inc.		F190-LANDSCAPING MAT'LS	\$345.23	-	-
4500040833	7/23/21	Vern Rose Inc		G140-SHOP SUPPLIES	\$72.14	-	-
4500040834	7/23/21	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$187.21	-	-
4500040835	7/23/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$292.97	-	-
4500040836	7/23/21	Gillig LLC		B130-BUS BODY	\$412.73	-	-
4500040837	7/23/21	W.W. Grainger Inc		R160-RAIL/LRV ELECTRICAL	\$324.05	-	-
4500040838	7/23/21	Golden State Supply LLC		G160-PAINTS & CHEMICALS	\$344.59	-	-
4500040839	7/23/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$105.21	-	-
4500040840	7/23/21	Prudential Overall Supply		G180-JANITORIAL SUPPLIES	\$3,846.68	-	-
4500040841	7/23/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$635.11	-	-
4500040842	7/23/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$241.90	-	-
4500040843	7/23/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$3.77	-	-
4500040844	7/23/21	Transit Holdings Inc		B130-BUS BODY	\$2,119.19	-	-
4500040845	7/23/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$231.88	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500040846	7/23/21	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$1,181.15	-	-
4500040847	7/23/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$23.98	-	-
4500040848	7/23/21	Gillig LLC		B140-BUS CHASSIS	\$75.96	-	-
4500040849	7/23/21	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	\$1,970.84	-	-
4500040850	7/23/21	HI-TEC Enterprises		R160-RAIL/LRV ELECTRICAL	\$824.29	-	-
4500040851	7/23/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$17.71	-	-
4500040852	7/23/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$7,901.37	-	-
4500040853	7/26/21	Advertising Concepts Inc		G230-PRINTED MATERIALS	\$4,395.13	-	-
4500040854	7/26/21	Brand Makers LLC	Small Business	G230-PRINTED MATERIALS	\$1,831.75	-	-
4500040855	7/26/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$754.18	-	-
4500040856	7/26/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,448.32	-	-
4500040857	7/26/21	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$833.81	-	-
4500040858	7/26/21	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$45,365.04	-	-
4500040859	7/26/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$11,590.20	-	-
4500040860	7/26/21	Fastenal Company		G140-SHOP SUPPLIES	\$272.29	-	-
4500040861	7/26/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,755.76	-	-
4500040862	7/26/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$193.04	-	-
4500040863	7/26/21	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$243.36	-	-
4500040864	7/26/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$5,955.35	-	-
4500040865	7/26/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$100.64	-	-
4500040866	7/26/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,269.42	-	-
4500040867	7/26/21	Jeyco Products Inc		G150-FASTENERS	\$14.74	-	-
4500040868	7/26/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$59.56	-	-
4500040869	7/26/21	Gillig LLC		B140-BUS CHASSIS	\$189.91	-	-
4500040870	7/26/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$148.05	-	-
4500040871	7/26/21	TK Services Inc		B250-BUS REPAIR PARTS	\$358.72	-	-
4500040872	7/26/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$28.77	-	-
4500040873	7/26/21	Schunk Carbon Technology LLC		R160-RAIL/LRV ELECTRICAL	\$351.53	-	-
4500040874	7/26/21	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$955.05	-	-
4500040875	7/26/21	Home Depot USA Inc		G160-PAINTS & CHEMICALS	\$107.43	-	-
4500040876	7/26/21	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$164.86	-	-
4500040877	7/26/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$4,579.38	-	-
4500040878	7/26/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$51.72	-	-
4500040879	7/26/21	Muncie Transit Supply		B140-BUS CHASSIS	\$7.37	-	-
4500040880	7/26/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$71.28	-	-
4500040881	7/26/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$988.41	-	-
4500040882	7/26/21	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	\$377.75	-	-
4500040883	7/26/21	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	\$187.21	-	-
4500040884	7/26/21	Maintex Inc		G170-LUBRICANTS	\$829.33	-	-
4500040885	7/26/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$149.45	-	-
4500040886	7/26/21	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$30.08	-	-
4500040887	7/26/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$215.06	-	-
4500040888	7/26/21	Gillig LLC		B160-BUS ELECTRICAL	\$54.21	-	-
4500040889	7/26/21	G & L Kirk, Inc		G230-PRINTED MATERIALS	\$6,368.55	-	-
4500040890	7/26/21	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$998.29	-	-
4500040891	7/26/21	RedVector.com, LLC		I110-INFORMATION TECH	\$29,004.00	-	-



Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500040892	7/27/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$63.75	-	-
4500040893	7/27/21	SC Commercial, LLC		F110-SHOP/BLDG MACHINERY	\$2,321.81	-	-
4500040894	7/27/21	CDW LLC		I110-INFORMATION TECH	\$722.77	-	-
4500040895	7/27/21	Transit Holdings Inc		B140-BUS CHASSIS	\$4,571.94	-	-
4500040896	7/27/21	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	\$187.21	-	-
4500040897	7/27/21	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$3,021.28	-	-
4500040898	7/27/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$769.68	-	-
4500040899	7/27/21	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	\$597.36	-	-
4500040900	7/27/21	Fastenal Company		R160-RAIL/LRV ELECTRICAL	\$193.03	-	-
4500040901	7/27/21	Prudential Overall Supply		G140-SHOP SUPPLIES	\$2,586.00	-	-
4500040902	7/27/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$183.23	-	-
4500040903	7/27/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$608.79	-	-
4500040904	7/27/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$3.77	-	-
4500040905	7/27/21	Transit Holdings Inc		B130-BUS BODY	\$1,220.59	-	-
4500040906	7/27/21	Genuine Parts Co		G170-LUBRICANTS	\$1,066.61	-	-
4500040907	7/27/21	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$563.43	-	-
4500040908	7/27/21	Kenneth Place		P130-EQUIP MAINT REPR SVC	\$418.85	-	-
4500040909	7/27/21	Cembre Inc		G130-SHOP TOOLS	\$2,890.21	-	-
4500040910	7/27/21	Kaman Industrial Technologies		P130-EQUIP MAINT REPR SVC	\$599.27	-	-
4500040911	7/27/21	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$3,447.71	-	-
4500040912	7/27/21	CPACINC.COM	Small Business	I110-INFORMATION TECH	\$15,957.00	-	-
4500040913	7/27/21	Aztec Global Solutions, Inc.	Small Business	M200-YARD FACILITIES	\$1,724.00	-	-
4500040914	7/27/21	Chromate Industrial Corporation		R190-RAIL/LRV PANTOGRAPH	\$428.25	-	-
4500040915	7/27/21	Transit Holdings Inc		B130-BUS BODY	\$4,414.68	-	-
4500040916	7/27/21	SC Commercial, LLC		G170-LUBRICANTS	\$1,975.87	-	-
4500040917	7/27/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$794.39	-	-
4500040918	7/28/21	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$1,891.01	-	-
4500040919	7/28/21	Gillig LLC		B250-BUS REPAIR PARTS	\$969.67	-	-
4500040920	7/28/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$908.96	-	-
4500040921	7/28/21	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$137.91	-	-
4500040922	7/28/21	Jeyco Products Inc		G150-FASTENERS	\$11.63	-	-
4500040923	7/28/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$34.37	-	-
4500040924	7/28/21	Inland Kenworth (US) Inc		B130-BUS BODY	\$333.27	-	-
4500040925	7/28/21	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$404.81	-	-
4500040926	7/28/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$82.49	-	-
4500040927	7/28/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,395.37	-	-
4500040928	7/28/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$436.88	-	-
4500040929	7/28/21	Transit Holdings Inc		B130-BUS BODY	\$488.18	-	-
4500040930	7/28/21	Circle Graphics, Inc.		G230-PRINTED MATERIALS	\$69,972.86	-	-
4500040931	7/28/21	JKL Cleaning Systems	Small Business	G140-SHOP SUPPLIES	\$1,049.44	-	-
4500040932	7/28/21	Advertising Concepts Inc		G230-PRINTED MATERIALS	\$1,705.44	-	-
4500040933	7/28/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,255.60	-	-
4500040935	7/28/21	Genuine Parts Co		B250-BUS REPAIR PARTS	\$83.98	-	-
4500040936	7/28/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$2,338.08	-	-
4500040937	7/28/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$46.27	-	-
4500040938	7/28/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$125.54	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500040939	7/28/21	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$17.07	-	-
4500040940	7/28/21	Fastenal Company		G140-SHOP SUPPLIES	\$2,314.47	-	-
4500040941	7/28/21	CDW LLC		I110-INFORMATION TECH	\$23,186.40	-	-
4500040942	7/28/21	Siemens Mobility, Inc.		M110-SUB STATION	\$20,506.99	-	-
4500040943	7/28/21	Super Welding of Southern CA	Small Business	G130-SHOP TOOLS	\$1,142.15	-	-
4500040944	7/28/21	ISC Applied Systems Corp		R150-RAIL/LRV COMM EQUIP	\$2,047.26	-	-
4500040945	7/28/21	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$604.48	-	-
4500040946	7/28/21	R.B. Hornberger Co Inc		T140-TRACK, TURNOUTS	\$2,296.48	-	-
4500040947	7/28/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$79.42	-	-
4500040948	7/28/21	Golden State Supply LLC		F180-BUILDING MATERIALS	\$72.68	-	-
4500040949	7/28/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$251.88	-	-
4500040950	7/28/21	Reid and Clark Screen Arts Co		R130-RAIL/LRV COUPLER	\$25.32	-	-
4500040951	7/28/21	CDW LLC		I110-INFORMATION TECH	\$16,646.88	-	-
4500040952	7/29/21	Cubic Transportation Systems		B190-BUS FARE EQUIP	\$9,479.31	-	-
4500040953	7/29/21	Transit Holdings Inc		B140-BUS CHASSIS	\$3.45	-	-
4500040954	7/29/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$55.60	-	-
4500040955	7/29/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$271.53	-	-
4500040956	7/29/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$6,600.53	-	-
4500040957	7/29/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$334.03	-	-
4500040958	7/29/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,021.30	-	-
4500040959	7/29/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$322.59	-	-
4500040960	7/29/21	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$62.55	-	-
4500040961	7/29/21	ISC Applied Systems Corp		R150-RAIL/LRV COMM EQUIP	\$12,983.91	-	-
4500040962	7/29/21	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$27,047.75	-	-
4500040963	7/29/21	Otis Elevator Company		P130-EQUIP MAINT REPR SVC	\$2,304.00	-	-
4500040964	7/29/21	Fastenal Company		G140-SHOP SUPPLIES	\$997.42	-	-
4500040965	7/29/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$172.51	-	-
4500040966	7/29/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$59.59	-	-
4500040967	7/29/21	West-Lite Supply Co Inc	Small Business	R160-RAIL/LRV ELECTRICAL	\$397.37	-	-
4500040968	7/29/21	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$142.77	-	-
4500040969	7/29/21	Jeyco Products Inc		G130-SHOP TOOLS	\$73.75	-	-
4500040970	7/29/21	Gillig LLC		B160-BUS ELECTRICAL	\$677.93	-	-
4500040971	7/29/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$272.84	-	-
4500040972	7/29/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$517.80	-	-
4500040973	7/30/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$129.30	-	-
4500040974	7/30/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$88.31	-	-
4500040975	7/30/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,250.23	-	-
4500040976	7/30/21	Industrial Maintenance Supply LLC	DBE	B240-BUS/VEHICLE PROCRMNT	\$2,736.81	-	-
4500040977	7/30/21	La Mesa Glass, Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$632.27	-	-
4500040978	7/30/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$298.98	-	-
4500040979	7/30/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$66.29	-	-
4500040980	7/30/21	CASEI		F110-SHOP/BLDG MACHINERY	\$3,420.00	-	-
4500040981	7/30/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$213.18	-	-
4500040982	7/30/21	Jeyco Products Inc		G130-SHOP TOOLS	\$21.76	-	-
4500040983	7/30/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$410.53	-	-
4500040984	7/30/21	Transit Holdings Inc		B130-BUS BODY	\$5,684.06	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500040985	7/30/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$345.55	-	-
4500040987	7/30/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$161.47	-	-
4500040988	7/30/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$828.49	-	-
4500040989	7/30/21	Gillig LLC		B250-BUS REPAIR PARTS	\$548.36	-	-
4500040990	7/30/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$4,468.29	-	-
4500040991	7/30/21	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$118.59	-	-
4500040992	7/30/21	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$399.50	-	-
4500040993	7/30/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$323.25	-	-
4500040994	7/30/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$456.89	-	-
4500040995	7/30/21	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$1,804.28	-	-
4500040996	7/30/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$169.20	-	-
4500040997	7/30/21	TK Services Inc		B250-BUS REPAIR PARTS	\$84.47	-	-
4500040998	7/30/21	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$495.50	-	-
4500040999	7/30/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$361.69	-	-
4500041000	7/30/21	Governmentjobs.com, Inc		P450-PERSONNEL SVCS	\$3,708.94	-	-
4500041001	7/31/21	Steven Timme		G230-PRINTED MATERIALS	\$1,668.58	-	-
4500041002	8/2/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$1,004.18	-	-
4500041003	8/2/21	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	\$1,738.31	-	-
4500041004	8/2/21	Chromate Industrial Corporation		G140-SHOP SUPPLIES	\$110.23	-	-
4500041006	8/2/21	W.W. Grainger Inc		G120-SECURITY	\$1,485.28	-	-
4500041007	8/2/21	Home Depot USA Inc		F180-BUILDING MATERIALS	\$79.42	-	-
4500041008	8/2/21	Jankovich Company		G170-LUBRICANTS	\$3,617.99	-	-
4500041009	8/2/21	Mcmaster-Carr Supply Co		M200-YARD FACILITIES	\$551.20	-	-
4500041010	8/2/21	Pape Material Handling		F110-SHOP/BLDG MACHINERY	\$1,116.35	-	-
4500041011	8/2/21	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$124.99	-	-
4500041012	8/2/21	Transit Holdings Inc		G140-SHOP SUPPLIES	\$1,789.13	-	-
4500041013	8/2/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$71.12	-	-
4500041014	8/2/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,482.56	-	-
4500041015	8/2/21	Transit Holdings Inc		B140-BUS CHASSIS	\$5,793.52	-	-
4500041016	8/2/21	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$561.96	-	-
4500041017	8/2/21	Raphael's Party Rentals Inc		G250-NOVELTIES & AWARDS	\$4,272.59	-	-
4500041018	8/2/21	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$325.92	-	-
4500041019	8/2/21	SPX Corporation		G290-FARE REVENUE EQUIP	\$2,375.02	-	-
4500041020	8/2/21	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$122.07	-	-
4500041021	8/2/21	Kaman Industrial Technologies		G130-SHOP TOOLS	\$139.47	-	-
4500041022	8/2/21	Gillig LLC		B250-BUS REPAIR PARTS	\$878.30	-	-
4500041023	8/2/21	Transit Holdings Inc		B140-BUS CHASSIS	\$2,040.02	-	-
4500041024	8/2/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$364.84	-	-
4500041025	8/2/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$828.49	-	-
4500041026	8/2/21	No-Spill Systems Inc		B120-BUS MECHANICAL PARTS	\$100.53	-	-
4500041027	8/2/21	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$325.30	-	-
4500041028	8/2/21	Jeyco Products Inc		B190-BUS FARE EQUIP	\$65.49	-	-
4500041029	8/2/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$54.43	-	-
4500041030	8/2/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$11,836.80	-	-
4500041031	8/2/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,755.76	-	-
4500041032	8/2/21	Valvoline Inc.		B120-BUS MECHANICAL PARTS	\$4,248.69	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041033	8/3/21	Gillig LLC		B250-BUS REPAIR PARTS	\$1,527.23	-	-
4500041034	8/3/21	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$3,387.66	-	-
4500041035	8/3/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$10.78	-	-
4500041036	8/3/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,872.54	-	-
4500041037	8/3/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,207.89	-	-
4500041038	8/3/21	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$358.09	-	-
4500041039	8/3/21	Kenneth Place		F190-LANDSCAPING MAT'LS	\$193.83	-	-
4500041040	8/3/21	CDW LLC		G200-OFFICE SUPPLIES	\$232.70	-	-
4500041041	8/3/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$99.08	-	-
4500041042	8/3/21	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,777.88	-	-
4500041043	8/3/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$2,336.71	-	-
4500041044	8/3/21	Kaman Industrial Technologies		M140-WAYSIDE SIGNALS	\$713.09	-	-
4500041045	8/3/21	VCA Animal Hospitals, Inc.		G120-SECURITY	\$57.60	-	-
4500041046	8/3/21	MCAS Miramar Vet		G120-SECURITY	\$293.40	-	-
4500041047	8/3/21	West-Lite Supply Co Inc	Small Business	R180-RAIL/LRV LIGHTING	\$1,238.71	-	-
4500041048	8/3/21	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$509.20	-	-
4500041049	8/3/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,498.73	-	-
4500041050	8/3/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$15.58	-	-
4500041051	8/3/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,272.82	-	-
4500041052	8/3/21	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$160.49	-	-
4500041053	8/3/21	Gillig LLC		B140-BUS CHASSIS	\$149.11	-	-
4500041054	8/3/21	Id Services Inc	Small Business	G200-OFFICE SUPPLIES	\$11,248.03	-	-
4500041055	8/3/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$183.56	-	-
4500041056	8/3/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$42.97	-	-
4500041057	8/3/21	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$1,132.65	-	-
4500041058	8/3/21	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	\$160.49	-	-
4500041059	8/3/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$36.38	-	-
4500041060	8/3/21	Transit Holdings Inc		B140-BUS CHASSIS	\$21.16	-	-
4500041061	8/4/21	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$355.13	-	-
4500041062	8/4/21	Gillig LLC		B160-BUS ELECTRICAL	\$554.98	-	-
4500041063	8/4/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$771.72	-	-
4500041064	8/4/21	David Glen Bond		G120-SECURITY	\$1,190.00	-	-
4500041065	8/4/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$11,583.04	-	-
4500041066	8/4/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,118.96	-	-
4500041067	8/4/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$258.09	-	-
4500041068	8/4/21	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$896.69	-	-
4500041069	8/4/21	San Diego Community		G120-SECURITY	\$69.00	-	-
4500041070	8/4/21	General Signals Inc		M130-CROSSING MECHANISM	\$1,996.83	-	-
4500041071	8/4/21	Neopart Transit LLC		G190-SAFETY/MED SUPPLIES	\$484.77	-	-
4500041072	8/4/21	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$1,508.50	-	-
4500041073	8/4/21	Gillig LLC		B130-BUS BODY	\$5,160.48	-	-
4500041074	8/4/21	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$708.31	-	-
4500041075	8/4/21	USSC Acquisition Corp		B250-BUS REPAIR PARTS	\$1,456.23	-	-
4500041076	8/4/21	Gillig LLC		B250-BUS REPAIR PARTS	\$680.37	-	-
4500041077	8/4/21	Fastenal Company		G140-SHOP SUPPLIES	\$431.86	-	-
4500041078	8/4/21	Jeyco Products Inc		G140-SHOP SUPPLIES	\$68.36	-	-



Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041079	8/4/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$608.79	-	-
4500041080	8/4/21	Transit Holdings Inc		B130-BUS BODY	\$2,822.52	-	-
4500041081	8/4/21	Allied Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$700.07	-	-
4500041082	8/5/21	Kaman Industrial Technologies		G130-SHOP TOOLS	\$1,315.38	-	-
4500041083	8/5/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$55.09	-	-
4500041084	8/5/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$598.14	-	-
4500041085	8/5/21	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,777.88	-	-
4500041086	8/5/21	Synco Chemical Corporation		G170-LUBRICANTS	\$11,838.71	-	-
4500041087	8/5/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$208.84	-	-
4500041088	8/5/21	Chromate Industrial Corporation		R160-RAIL/LRV ELECTRICAL	\$823.22	-	-
4500041089	8/5/21	Fastenal Company		G140-SHOP SUPPLIES	\$2,040.87	-	-
4500041091	8/5/21	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$142.77	-	-
4500041092	8/5/21	Brand Makers LLC	Small Business	G230-PRINTED MATERIALS	\$2,680.28	-	-
4500041093	8/5/21	Sutrak Corporation		R160-RAIL/LRV ELECTRICAL	\$8,687.76	-	-
4500041094	8/5/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$1,659.35	-	-
4500041095	8/5/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$135.83	-	-
4500041096	8/5/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$107.27	-	-
4500041097	8/5/21	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$3,326.19	-	-
4500041098	8/5/21	Muncie Transit Supply		B140-BUS CHASSIS	\$286.43	-	-
4500041099	8/5/21	Transit Holdings Inc		B130-BUS BODY	\$1,539.49	-	-
4500041100	8/5/21	CASEI		F110-SHOP/BLDG MACHINERY	\$157.32	-	-
4500041101	8/5/21	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$17,344.00	-	-
4500041102	8/5/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$204.73	-	-
4500041103	8/5/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$3,779.43	-	-
4500041104	8/5/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$79.70	-	-
4500041105	8/5/21	Gillig LLC		B130-BUS BODY	\$1,448.16	-	-
4500041106	8/5/21	Gillig LLC		B130-BUS BODY	\$2,239.36	-	-
4500041107	8/5/21	Sportworks Northwest Inc		B130-BUS BODY	\$116.37	-	-
4500041108	8/5/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$74.06	-	-
4500041109	8/5/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$7,080.43	-	-
4500041110	8/6/21	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$16.49	-	-
4500041111	8/6/21	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$364.54	-	-
4500041112	8/6/21	Jeyco Products Inc		G130-SHOP TOOLS	\$3.37	-	-
4500041113	8/6/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$21.28	-	-
4500041114	8/6/21	Mcmaster-Carr Supply Co		G150-FASTENERS	\$18.57	-	-
4500041115	8/6/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$150.86	-	-
4500041116	8/6/21	Transit Holdings Inc		B130-BUS BODY	\$19.78	-	-
4500041117	8/6/21	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	\$750.00	-	-
4500041118	8/6/21	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$5,504.38	-	-
4500041119	8/6/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$5,160.15	-	-
4500041120	8/6/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$4,568.59	-	-
4500041121	8/6/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$7.43	-	-
4500041122	8/6/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$193.95	-	-
4500041123	8/6/21	Transit Holdings Inc		B140-BUS CHASSIS	\$5,444.18	-	-
4500041124	8/6/21	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	\$375.12	-	-
4500041125	8/6/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$3,083.29	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041126	8/6/21	Gillig LLC		B140-BUS CHASSIS	\$1,755.27	-	-
4500041127	8/6/21	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$715.74	-	-
4500041128	8/6/21	United Refrigeration Inc		G170-LUBRICANTS	\$98.38	-	-
4500041129	8/6/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$53.37	-	-
4500041130	8/6/21	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$1,768.92	-	-
4500041131	8/6/21	Jeyco Products Inc		G150-FASTENERS	\$8.41	-	-
4500041132	8/6/21	Total Filtration Services Inc		R170-RAIL/LRV HVAC	\$192.41	-	-
4500041133	8/6/21	TK Services Inc		R170-RAIL/LRV HVAC	\$1,319.31	-	-
4500041134	8/6/21	El Dorado Coatings Inc	Small Business	F180-BUILDING MATERIALS	\$425.00	-	-
4500041135	8/6/21	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	\$1,202.02	-	-
4500041136	8/6/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$1,050.32	-	-
4500041137	8/6/21	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$961.89	-	-
4500041138	8/6/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$221.22	-	-
4500041139	8/6/21	Mcmaster-Carr Supply Co		R220-RAIL/LRV TRUCKS	\$91.36	-	-
4500041141	8/9/21	CDW LLC		I110-INFORMATION TECH	\$1,376.55	-	-
4500041142	8/9/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$8,036.00	-	-
4500041143	8/9/21	Jeyco Products Inc		B200-BUS PWR TRAIN EQUIP	\$57.86	-	-
4500041144	8/9/21	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,777.88	-	-
4500041145	8/9/21	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$1,912.02	-	-
4500041146	8/9/21	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$1,010.70	-	-
4500041147	8/9/21	Pressnet Express Inc		G230-PRINTED MATERIALS	\$1,131.38	-	-
4500041148	8/9/21	SANDAG		C120-SPECIALTY CONTRACTOR	\$11,700.00	-	-
4500041149	8/9/21	Home Depot USA Inc		G130-SHOP TOOLS	\$751.97	-	-
4500041150	8/9/21	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	\$1,459.23	-	-
4500041151	8/9/21	Airgas Inc		G140-SHOP SUPPLIES	\$1,226.26	-	-
4500041152	8/9/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$6,730.41	-	-
4500041153	8/9/21	Chromate Industrial Corporation		G150-FASTENERS	\$222.50	-	-
4500041154	8/9/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$86.20	-	-
4500041155	8/9/21	Gillig LLC		B120-BUS MECHANICAL PARTS	\$9,341.44	-	-
4500041156	8/9/21	Allied Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$364.48	-	-
4500041157	8/9/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$11,405.25	-	-
4500041158	8/9/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,694.11	-	-
4500041159	8/9/21	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$1,241.46	-	-
4500041160	8/9/21	Home Depot USA Inc		G170-LUBRICANTS	\$267.46	-	-
4500041161	8/9/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$99.13	-	-
4500041162	8/9/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,627.12	-	-
4500041163	8/9/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$265.14	-	-
4500041164	8/9/21	Gillig LLC		B130-BUS BODY	\$1,087.17	-	-
4500041165	8/9/21	Capay Incorporated		P280-GENERAL SVC AGRMNTS	\$86,400.00	-	-
4500041166	8/9/21	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$530.58	-	-
4500041167	8/9/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$470.13	-	-
4500041168	8/9/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$100.58	-	-
4500041169	8/9/21	Ultra-Tech Enterprises, Inc.		M140-WAYSIDE SIGNALS	\$26,656.43	-	-
4500041170	8/9/21	Drain Medic Inc	Small Business	P120-BLDG/FACILITY REPRS	\$57,452.28	-	\$5,745.23
4500041171	8/9/21	Gillig LLC		B250-BUS REPAIR PARTS	\$142.14	-	-
4500041172	8/9/21	Louis Sardo Upholstery Inc		B130-BUS BODY	\$236.79	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041173	8/9/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$46.05	-	-
4500041174	8/9/21	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$872.87	-	-
4500041175	8/10/21	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$2,497.11	-	-
4500041176	8/10/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$340.22	-	-
4500041177	8/10/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$5,266.82	-	-
4500041178	8/10/21	Transit Holdings Inc		B130-BUS BODY	\$76.89	-	-
4500041179	8/10/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$120.52	-	-
4500041180	8/10/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,495.43	-	-
4500041181	8/10/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$3.77	-	-
4500041182	8/10/21	Transit Holdings Inc		G290-FARE REVENUE EQUIP	\$4,943.21	-	-
4500041183	8/10/21	CRK Appraisals LLC		P370-RISK MANAGEMENT	\$1,000.00	-	-
4500041184	8/10/21	Airgas Inc		G140-SHOP SUPPLIES	\$26.89	-	-
4500041185	8/10/21	Gillig LLC		B130-BUS BODY	\$247.22	-	-
4500041186	8/10/21	Jeyco Products Inc		G130-SHOP TOOLS	\$113.14	-	-
4500041187	8/10/21	Muncie Transit Supply		B130-BUS BODY	\$136.62	-	-
4500041189	8/10/21	Gillig LLC		B250-BUS REPAIR PARTS	\$1,134.41	-	-
4500041190	8/10/21	Gillig LLC		B250-BUS REPAIR PARTS	\$2,708.04	-	-
4500041191	8/10/21	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$161.63	-	-
4500041192	8/10/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,819.11	-	-
4500041193	8/10/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$25.56	-	-
4500041194	8/10/21	Kaman Industrial Technologies		G130-SHOP TOOLS	\$251.26	-	-
4500041195	8/10/21	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	\$1,801.58	-	-
4500041196	8/10/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$345.97	-	-
4500041198	8/10/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$55.44	-	-
4500041199	8/11/21	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	\$2,666.85	-	-
4500041200	8/11/21	National Safety Council		G250-NOVELTIES & AWARDS	\$753.31	-	-
4500041201	8/11/21	USPS		G200-OFFICE SUPPLIES	\$6,500.00	-	-
4500041202	8/11/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,415.41	-	-
4500041203	8/11/21	Transit Holdings Inc		B130-BUS BODY	\$200.87	-	-
4500041204	8/11/21	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$382.59	-	-
4500041205	8/11/21	Kaman Industrial Technologies		G170-LUBRICANTS	\$30.48	-	-
4500041206	8/11/21	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$121.13	-	-
4500041207	8/11/21	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$191.28	-	-
4500041208	8/11/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,497.29	-	-
4500041209	8/11/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$118.53	-	-
4500041210	8/11/21	Muncie Transit Supply		B140-BUS CHASSIS	\$763.81	-	-
4500041211	8/11/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$713.92	-	-
4500041212	8/11/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$2,254.75	-	-
4500041213	8/11/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$4,260.08	-	-
4500041214	8/11/21	Jeyco Products Inc		G150-FASTENERS	\$15.39	-	-
4500041215	8/11/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$32.06	-	-
4500041216	8/11/21	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$341.77	-	-
4500041217	8/11/21	Aztec Fire & Safety		G140-SHOP SUPPLIES	\$1,696.11	-	-
4500041218	8/11/21	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$1,613.25	-	-
4500041219	8/11/21	Gillig LLC		B160-BUS ELECTRICAL	\$14.70	-	-
4500041220	8/11/21	Transit Products and Services		B130-BUS BODY	\$4,344.50	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041221	8/11/21	Freeby Signs		B250-BUS REPAIR PARTS	\$269.63	-	-
4500041222	8/11/21	Transit Holdings Inc		B130-BUS BODY	\$50.10	-	-
4500041223	8/11/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$589.49	-	-
4500041224	8/11/21	SC Commercial, LLC		G170-LUBRICANTS	\$2,975.04	-	-
4500041225	8/11/21	VCA Animal Hospitals, Inc.		G120-SECURITY	\$172.80	-	-
4500041226	8/11/21	Transit Products and Services		B130-BUS BODY	\$9,913.00	-	-
4500041227	8/11/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$49.14	-	-
4500041229	8/11/21	Professional Contractors Supplies		G190-SAFETY/MED SUPPLIES	\$101.42	-	-
4500041230	8/11/21	Siemens Mobility, Inc.		M110-SUB STATION	\$2,721.77	-	-
4500041231	8/11/21	West-Lite Supply Co Inc	Small Business	R180-RAIL/LRV LIGHTING	\$478.43	-	-
4500041232	8/11/21	Chromate Industrial Corporation		G130-SHOP TOOLS	\$442.73	-	-
4500041233	8/11/21	General Signals Inc		M130-CROSSING MECHANISM	\$4,851.22	-	-
4500041234	8/11/21	Staples Contract & Commercial Inc		G210-OFFICE FURNITURE	\$885.66	-	-
4500041235	8/11/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$5,000.00	-	-
4500041236	8/11/21	Praxair Distribution Inc.		P210-NON-REV VEH REPAIRS	\$1,320.45	-	-
4500041237	8/11/21	Golden State Supply LLC		P130-EQUIP MAINT REPR SVC	\$525.80	-	-
4500041238	8/11/21	Kenneth Place		G130-SHOP TOOLS	\$1,131.34	-	-
4500041239	8/11/21	Super Welding of Southern CA	Small Business	M180-STATION ELECTRICAL	\$3,500.01	-	-
4500041240	8/11/21	Frank Gigliotti		P110-BLDG MAINTENANCE	\$750.00	-	-
4500041241	8/11/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$15.02	-	-
4500041242	8/12/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,861.92	-	-
4500041243	8/12/21	Transit Holdings Inc		B130-BUS BODY	\$3,002.16	-	-
4500041244	8/12/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$137.20	-	-
4500041245	8/12/21	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$26.40	-	-
4500041246	8/12/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$7,250.51	-	-
4500041247	8/12/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$2,163.97	-	-
4500041248	8/12/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$116.00	-	-
4500041249	8/12/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,250.23	-	-
4500041250	8/12/21	USSC Acquisition Corp		B250-BUS REPAIR PARTS	\$932.84	-	-
4500041251	8/12/21	Gillig LLC		B110-BUS HVAC SYSTEMS	\$1,182.51	-	-
4500041252	8/12/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$17,718.44	-	-
4500041254	8/12/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$84.89	-	-
4500041255	8/12/21	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$499.15	-	-
4500041256	8/12/21	Home Depot USA Inc		G200-OFFICE SUPPLIES	\$215.74	-	-
4500041257	8/12/21	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$55.74	-	-
4500041258	8/12/21	W.W. Grainger Inc		G120-SECURITY	\$338.17	-	-
4500041260	8/12/21	Transit Holdings Inc		B130-BUS BODY	\$56.41	-	-
4500041261	8/12/21	Tacos & Gorditas para sus Fiestas		P440-CATERING SERVICES	\$3,167.94	-	-
4500041262	8/12/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$828.49	-	-
4500041263	8/12/21	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$181.45	-	-
4500041264	8/12/21	Gillig LLC		B250-BUS REPAIR PARTS	\$439.83	-	-
4500041265	8/12/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$157.59	-	-
4500041266	8/12/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$72.68	-	-
4500041267	8/12/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$118.44	-	-
4500041268	8/12/21	Sherwin Williams Company		B130-BUS BODY	\$669.13	-	-
4500041269	8/12/21	Allied Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$24.35	-	-



Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041270	8/12/21	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$107.00	-	-
4500041271	8/12/21	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$59.22	-	-
4500041272	8/12/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$68.79	-	-
4500041274	8/12/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$173.22	-	-
4500041275	8/12/21	Total Filtration Services Inc		R170-RAIL/LRV HVAC	\$384.79	-	-
4500041276	8/12/21	Golden State Supply LLC		F180-BUILDING MATERIALS	\$29.07	-	-
4500041277	8/13/21	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$2,501.44	-	-
4500041278	8/13/21	Business Office Outfitters	Woman Owned Business	G210-OFFICE FURNITURE	\$702.41	-	-
4500041279	8/13/21	W.W. Grainger Inc		G130-SHOP TOOLS	\$1,959.68	-	-
4500041280	8/13/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$1,000.00	-	-
4500041281	8/13/21	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$1,002.08	-	-
4500041282	8/13/21	Professional Contractors Supplies		G130-SHOP TOOLS	\$269.24	-	-
4500041283	8/13/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$740.89	-	-
4500041284	8/13/21	Home Depot USA Inc		F180-BUILDING MATERIALS	\$749.60	-	-
4500041285	8/13/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$17.56	-	-
4500041286	8/13/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$55.60	-	-
4500041287	8/13/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$86.20	-	-
4500041288	8/13/21	Transit Holdings Inc		B140-BUS CHASSIS	\$827.70	-	-
4500041289	8/13/21	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$234.90	-	-
4500041290	8/13/21	Drain Medic Inc	Small Business	C130-CONSTRUCTION SVCS	\$15,560.80	-	\$1,556.08
4500041291	8/13/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$75.41	-	-
4500041293	8/13/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$815.02	-	-
4500041294	8/13/21	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$2,878.39	-	-
4500041295	8/13/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$131.46	-	-
4500041296	8/13/21	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$153.10	-	-
4500041297	8/13/21	Aztec Fire & Safety		B250-BUS REPAIR PARTS	\$787.06	-	-
4500041298	8/13/21	Jeyco Products Inc		G130-SHOP TOOLS	\$35.88	-	-
4500041299	8/13/21	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$119.18	-	-
4500041300	8/13/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$74.49	-	-
4500041302	8/13/21	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	\$358.33	-	-
4500041303	8/13/21	Global Signals Group, Inc.	Small Business	P520-A & E/DESIGN	\$64,554.60	-	-
4500041304	8/16/21	Gillig LLC		B250-BUS REPAIR PARTS	\$640.36	-	-
4500041305	8/16/21	Quality Logo Products, Inc.		G200-OFFICE SUPPLIES	\$940.66	-	-
4500041306	8/16/21	TK Services Inc		B250-BUS REPAIR PARTS	\$197.51	-	-
4500041307	8/16/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$90.27	-	-
4500041309	8/16/21	E&E Industries	Small Business	F110-SHOP/BLDG MACHINERY	\$652.37	-	-
4500041310	8/16/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,777.72	-	-
4500041311	8/16/21	Transit Holdings Inc		B140-BUS CHASSIS	\$3,897.61	-	-
4500041312	8/16/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$896.48	-	-
4500041313	8/16/21	Trolley Support LLC		B250-BUS REPAIR PARTS	\$3,006.23	-	-
4500041314	8/16/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$11,528.55	-	-
4500041315	8/16/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,694.11	-	-
4500041316	8/16/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,285.32	-	-
4500041317	8/16/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$116.26	-	-
4500041318	8/16/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$15.34	-	-
4500041319	8/16/21	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$3,317.31	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041320	8/16/21	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$419.09	-	-
4500041321	8/16/21	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$13.68	-	-
4500041322	8/16/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$10.20	-	-
4500041323	8/16/21	Gillig LLC		G140-SHOP SUPPLIES	\$871.13	-	-
4500041324	8/16/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$154.08	-	-
4500041325	8/16/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$30.60	-	-
4500041326	8/16/21	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	\$719.77	-	-
4500041327	8/16/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$158.86	-	-
4500041328	8/16/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$89.65	-	-
4500041329	8/16/21	Sportworks Northwest Inc		B130-BUS BODY	\$77.58	-	-
4500041331	8/16/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$423.36	-	-
4500041332	8/16/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$180.94	-	-
4500041333	8/16/21	E&E Industries	Small Business	F110-SHOP/BLDG MACHINERY	\$570.53	-	-
4500041334	8/16/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$39.80	-	-
4500041335	8/16/21	Fastenal Company		G140-SHOP SUPPLIES	\$2,040.87	-	-
4500041336	8/16/21	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$223.33	-	-
4500041337	8/17/21	Siemens Mobility, Inc.		R180-RAIL/LRV LIGHTING	\$1,131.32	-	-
4500041338	8/17/21	Steven Timme		G230-PRINTED MATERIALS	\$1,097.50	-	-
4500041339	8/17/21	Gillig LLC		B160-BUS ELECTRICAL	\$24.89	-	-
4500041340	8/17/21	Cummins Pacific LLC		B140-BUS CHASSIS	\$3,266.98	-	-
4500041341	8/17/21	Transit Holdings Inc		B140-BUS CHASSIS	\$7,167.29	-	-
4500041342	8/17/21	San Diego Community		P540-MAINTENANCE TRAINING	\$861.91	-	-
4500041343	8/17/21	Transit Holdings Inc		B130-BUS BODY	\$1,514.22	-	-
4500041344	8/17/21	Gillig LLC		B110-BUS HVAC SYSTEMS	\$922.19	-	-
4500041345	8/17/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$1,053.20	-	-
4500041346	8/17/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$1,919.15	-	-
4500041347	8/17/21	Jeyco Products Inc		G150-FASTENERS	\$35.87	-	-
4500041349	8/17/21	Vern Rose Inc		G140-SHOP SUPPLIES	\$217.87	-	-
4500041350	8/17/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$224.98	-	-
4500041351	8/17/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$141.69	-	-
4500041352	8/17/21	G & B Specialties, Inc.		M150-PWR SWITCHES/LOCKS	\$1,520.57	-	-
4500041353	8/17/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$132.27	-	-
4500041354	8/17/21	SHI International Corp	Woman Owned Business	I110-INFORMATION TECH	\$19,517.65	-	-
4500041355	8/17/21	Genuine Parts Co		G140-SHOP SUPPLIES	\$34.44	-	-
4500041356	8/17/21	Graybar Electric Co Inc		I110-INFORMATION TECH	\$650.70	-	-
4500041357	8/17/21	Mcmaster-Carr Supply Co		B200-BUS PWR TRAIN EQUIP	\$50.00	-	-
4500041358	8/17/21	Uline		G200-OFFICE SUPPLIES	\$430.47	-	-
4500041359	8/17/21	Trapeze Software Group Inc		P250-PARATRANSIT	\$89,438.00	-	-
4500041360	8/17/21	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$436.24	-	-
4500041361	8/17/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$406.39	-	-
4500041362	8/17/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$130.10	-	-
4500041363	8/17/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$108.30	-	-
4500041364	8/17/21	Chromate Industrial Corporation		G270-ELECTRICAL/LIGHTING	\$510.58	-	-
4500041365	8/17/21	Steven Timme		G230-PRINTED MATERIALS	\$3,340.26	-	-
4500041366	8/17/21	Synco Chemical Corporation		G170-LUBRICANTS	\$320.31	-	-
4500041367	8/17/21	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	\$1,279.35	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041368	8/17/21	Miramar Bobcat LLC	Small Business	P130-EQUIP MAINT REPR SVC	\$746.14	-	-
4500041369	8/17/21	Uline		G200-OFFICE SUPPLIES	\$233.03	-	-
4500041370	8/17/21	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	\$1,975.76	-	-
4500041371	8/17/21	Airgas Inc		G140-SHOP SUPPLIES	\$165.04	-	-
4500041372	8/17/21	HD Supply Construction Supply, LTD.		M180-STATION ELECTRICAL	\$2,779.95	-	-
4500041373	8/17/21	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	\$1,251.20	-	-
4500041374	8/17/21	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$1,644.04	-	-
4500041376	8/17/21	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$214.15	-	-
4500041377	8/17/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$89.37	-	-
4500041378	8/17/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$57.76	-	-
4500041379	8/17/21	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$236.42	-	-
4500041380	8/18/21	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$59,460.67	-	-
4500041381	8/18/21	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$14,332.33	-	-
4500041382	8/18/21	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$12,361.01	-	-
4500041383	8/18/21	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$11,888.50	-	-
4500041384	8/18/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$29.68	-	-
4500041385	8/18/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,510.66	-	-
4500041386	8/18/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$2,749.57	-	-
4500041387	8/18/21	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$961.00	-	-
4500041388	8/18/21	Gillig LLC		B250-BUS REPAIR PARTS	\$442.96	-	-
4500041389	8/18/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$101.99	-	-
4500041390	8/18/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$33.94	-	-
4500041391	8/18/21	Gillig LLC		B160-BUS ELECTRICAL	\$7,038.79	-	-
4500041392	8/18/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$14.87	-	-
4500041393	8/18/21	Kenneth Place		F190-LANDSCAPING MAT'LS	\$142.19	-	-
4500041394	8/18/21	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$1,387.53	-	-
4500041395	8/18/21	General Signals Inc		M130-CROSSING MECHANISM	\$759.64	-	-
4500041396	8/18/21	National Electric Gate Co., Inc.		M130-CROSSING MECHANISM	\$4,660.19	-	-
4500041397	8/18/21	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$2,004.15	-	-
4500041398	8/18/21	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	\$588.71	-	-
4500041399	8/18/21	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$4,509.34	-	-
4500041400	8/18/21	Ricon Corporation		B250-BUS REPAIR PARTS	\$334.78	-	-
4500041401	8/18/21	Urea-Z, Inc.		G180-JANITORIAL SUPPLIES	\$1,478.33	-	-
4500041402	8/18/21	Annex Automotive and		R240-RAIL/LRV REPR PARTS	\$1,503.99	-	-
4500041403	8/19/21	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$850.11	-	-
4500041404	8/19/21	CDW LLC		G200-OFFICE SUPPLIES	\$275.82	-	-
4500041405	8/19/21	CASEI		F110-SHOP/BLDG MACHINERY	\$408.00	-	-
4500041406	8/19/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$85.48	-	-
4500041407	8/19/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$22.82	-	-
4500041408	8/19/21	G & A Auto Air Conditioning		P210-NON-REV VEH REPAIRS	\$724.78	-	-
4500041409	8/19/21	Gillig LLC		B250-BUS REPAIR PARTS	\$930.48	-	-
4500041411	8/19/21	Transit Holdings Inc		B140-BUS CHASSIS	\$84.23	-	-
4500041412	8/19/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,580.57	-	-
4500041413	8/19/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$124.09	-	-
4500041414	8/19/21	Gillig LLC		B250-BUS REPAIR PARTS	\$1,433.33	-	-
4500041415	8/19/21	Transit Holdings Inc		G130-SHOP TOOLS	\$561.47	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041416	8/19/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$40.77	-	-
4500041417	8/19/21	Transit Holdings Inc		B130-BUS BODY	\$1,359.37	-	-
4500041418	8/19/21	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$8,005.83	-	-
4500041419	8/19/21	Jeyco Products Inc		G130-SHOP TOOLS	\$238.59	-	-
4500041420	8/19/21	Gillig LLC		B150-BUS COMM EQUIP.	\$247.64	-	-
4500041421	8/19/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$394.40	-	-
4500041422	8/19/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$774.44	-	-
4500041423	8/19/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$72.24	-	-
4500041424	8/19/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$1,656.98	-	-
4500041425	8/19/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$377.55	-	-
4500041426	8/19/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$139.86	-	-
4500041427	8/19/21	Aztec Fire & Safety		G140-SHOP SUPPLIES	\$1,696.11	-	-
4500041428	8/19/21	Tribologik Corporation		G140-SHOP SUPPLIES	\$2,972.28	-	-
4500041429	8/19/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$287.64	-	-
4500041430	8/19/21	Muncie Transit Supply		B130-BUS BODY	\$35.69	-	-
4500041431	8/19/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$1,100.28	-	-
4500041432	8/19/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$17.78	-	-
4500041433	8/19/21	Gillig LLC		B250-BUS REPAIR PARTS	\$206.45	-	-
4500041434	8/20/21	Tony Jamison	DBE	G170-LUBRICANTS	\$1,031.17	-	-
4500041435	8/20/21	Tony Jamison	DBE	G170-LUBRICANTS	\$10,775.00	-	-
4500041436	8/20/21	Gillig LLC		B250-BUS REPAIR PARTS	\$73.56	-	-
4500041437	8/20/21	American Battery Corporation	Small Business	G290-FARE REVENUE EQUIP	\$734.51	-	-
4500041438	8/20/21	Chromate Industrial Corporation		G150-FASTENERS	\$398.68	-	-
4500041439	8/20/21	West-Lite Supply Co Inc	Small Business	R180-RAIL/LRV LIGHTING	\$986.56	-	-
4500041440	8/20/21	Vehicle Maintenance Program, Inc.	Woman Owned Business	F110-SHOP/BLDG MACHINERY	\$1,115.22	-	-
4500041441	8/20/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$94.39	-	-
4500041442	8/20/21	Mcmaster-Carr Supply Co		M110-SUB STATION	\$519.74	-	-
4500041443	8/20/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$2,225.69	-	-
4500041444	8/20/21	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$34.94	-	-
4500041445	8/20/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$503.95	-	-
4500041446	8/20/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,170.01	-	-
4500041447	8/20/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$85.54	-	-
4500041448	8/20/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,659.35	-	-
4500041449	8/20/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$712.58	-	-
4500041450	8/20/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$177.74	-	-
4500041451	8/20/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$39.33	-	-
4500041452	8/20/21	Laird Plastics, Inc		M180-STATION ELECTRICAL	\$327.72	-	-
4500041453	8/20/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$432.13	-	-
4500041454	8/20/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$45.55	-	-
4500041455	8/20/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$17,496.00	-	-
4500041456	8/20/21	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$72.59	-	-
4500041457	8/23/21	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$8,404.68	-	-
4500041458	8/23/21	Transit Products and Services		B130-BUS BODY	\$4,741.00	-	-
4500041459	8/23/21	AAA Oil, Inc.	Minority Owned Business	G170-LUBRICANTS	\$4,110.44	-	-
4500041460	8/23/21	Jankovich Company		G170-LUBRICANTS	\$3,706.88	-	-
4500041461	8/23/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$147.35	-	-



Purchase Orders							
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4500041462	8/23/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$62.39	-	-
4500041463	8/23/21	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$77,387.31	-	-
4500041464	8/23/21	Willy's Electronic Supply Co	Small Business	M110-SUB STATION	\$252.26	-	-
4500041465	8/23/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$10,819.60	-	-
4500041466	8/23/21	West End Holdings Inc		P280-GENERAL SVC AGRMNTS	\$375.00	-	-
4500041467	8/23/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,694.11	-	-
4500041468	8/23/21	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$1,054.45	-	-
4500041469	8/23/21	Transit Holdings Inc		B130-BUS BODY	\$447.71	-	-
4500041470	8/23/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$442.86	-	-
4500041471	8/23/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$17.56	-	-
4500041472	8/23/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$5,009.82	-	-
4500041473	8/23/21	Fastenal Company		G140-SHOP SUPPLIES	\$158.35	-	-
4500041474	8/23/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$15.09	-	-
4500041475	8/23/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1.59	-	-
4500041476	8/23/21	Lawson Products, Inc.		R220-RAIL/LRV TRUCKS	\$195.15	-	-
4500041477	8/23/21	Jeyco Products Inc		G150-FASTENERS	\$300.67	-	-
4500041478	8/23/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$2,294.78	-	-
4500041479	8/23/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$187.87	-	-
4500041480	8/23/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$102.06	-	-
4500041481	8/23/21	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$414.15	-	-
4500041482	8/23/21	Gillig LLC		B250-BUS REPAIR PARTS	\$182.66	-	-
4500041483	8/23/21	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$129.55	-	-
4500041484	8/23/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$152.68	-	-
4500041485	8/23/21	Dell Marketing L.P.		I110-INFORMATION TECH	\$52,528.13	-	-
4500041486	8/23/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$189.64	-	-
4500041487	8/23/21	HI-TEC Enterprises		R160-RAIL/LRV ELECTRICAL	\$727.32	-	-
4500041488	8/23/21	M Power Truck & Diesel Repair		P130-EQUIP MAINT REPR SVC	\$850.54	-	-
4500041489	8/23/21	AAA Oil, Inc.	Minority Owned Business	G170-LUBRICANTS	\$4,110.44	-	-
4500041490	8/23/21	Transit Holdings Inc		B140-BUS CHASSIS	\$972.36	-	-
4500041491	8/23/21	R & M Deese, Inc.		M140-WAYSIDE SIGNALS	\$13,792.00	-	-
4500041492	8/23/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$33.82	-	-
4500041493	8/23/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,700.27	-	-
4500041494	8/23/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$1,664.35	-	-
4500041495	8/23/21	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$511.82	-	-
4500041496	8/24/21	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$371.75	-	-
4500041497	8/24/21	Schuko LLC		P160-EQUIPMENT RENTALS	\$638.83	-	-
4500041498	8/24/21	San Diego Pump, Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$526.26	-	-
4500041499	8/24/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$123.40	-	-
4500041500	8/24/21	Home Depot USA Inc		G130-SHOP TOOLS	\$428.83	-	-
4500041501	8/24/21	US Mobile Wireless		G120-SECURITY	\$375.00	-	-
4500041502	8/24/21	Office Depot		P280-GENERAL SVC AGRMNTS	\$948.19	-	-
4500041503	8/24/21	San Diego Compressed Air Power LLC		F110-SHOP/BLDG MACHINERY	\$1,969.67	-	-
4500041504	8/24/21	Battery Power Inc.		B160-BUS ELECTRICAL	\$2,154.38	-	-
4500041505	8/24/21	Jeyco Products Inc		G130-SHOP TOOLS	\$226.28	-	-
4500041506	8/24/21	Transit Holdings Inc		G290-FARE REVENUE EQUIP	\$1,155.06	-	-
4500041507	8/24/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$18.25	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041508	8/24/21	Muncie Transit Supply		B160-BUS ELECTRICAL	\$484.88	-	-
4500041509	8/24/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$4,023.39	-	-
4500041510	8/24/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$85.54	-	-
4500041511	8/24/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,035.87	-	-
4500041512	8/24/21	Gillig LLC		B160-BUS ELECTRICAL	\$810.67	-	-
4500041513	8/24/21	Data Hardware Depot LP		I110-INFORMATION TECH	\$3,499.74	-	-
4500041514	8/24/21	Transit Holdings Inc		B130-BUS BODY	\$31.67	-	-
4500041515	8/24/21	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$525.29	-	-
4500041516	8/24/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$237.58	-	-
4500041517	8/24/21	Jeyco Products Inc		G150-FASTENERS	\$21.85	-	-
4500041518	8/24/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$9.44	-	-
4500041519	8/24/21	Gillig LLC		B250-BUS REPAIR PARTS	\$99.85	-	-
4500041520	8/24/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$448.02	-	-
4500041521	8/25/21	Alpine Fence Inc.		F180-BUILDING MATERIALS	\$2,437.67	-	-
4500041522	8/25/21	L&W Industries LLC		G130-SHOP TOOLS	\$2,115.68	-	-
4500041523	8/25/21	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$166.98	-	-
4500041524	8/25/21	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$721.42	-	-
4500041525	8/25/21	San Diego Seal Inc	Small Business	R230-RAIL/LRV MECHANICAL	\$2,300.94	-	-
4500041526	8/25/21	Jeyco Products Inc		G130-SHOP TOOLS	\$45.26	-	-
4500041527	8/25/21	Home Depot USA Inc		F180-BUILDING MATERIALS	\$302.39	-	-
4500041528	8/25/21	Airgas Inc		G140-SHOP SUPPLIES	\$38.88	-	-
4500041529	8/25/21	TAKKT America Holding Inc		G200-OFFICE SUPPLIES	\$2,026.25	-	-
4500041530	8/25/21	Rayne - San Diego Inc		G120-SECURITY	\$468.00	-	-
4500041531	8/25/21	B & S Graphics Inc		B130-BUS BODY	\$136.57	-	-
4500041532	8/25/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$177.66	-	-
4500041533	8/25/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$40.86	-	-
4500041534	8/25/21	TK Services Inc		B110-BUS HVAC SYSTEMS	\$25.11	-	-
4500041535	8/25/21	Gillig LLC		B250-BUS REPAIR PARTS	\$1,134.41	-	-
4500041536	8/25/21	Digicert, Inc.		I140-IT CAPITAL SOFTWARE	\$4,334.00	-	-
4500041537	8/25/21	APD Incorporated		B130-BUS BODY	\$3,623.86	-	-
4500041538	8/25/21	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$1,148.78	-	-
4500041539	8/25/21	Transit Holdings Inc		B130-BUS BODY	\$476.77	-	-
4500041540	8/25/21	Sherwin Williams Company		G160-PAINTS & CHEMICALS	\$348.47	-	-
4500041541	8/25/21	Jeyco Products Inc		G150-FASTENERS	\$17.78	-	-
4500041542	8/25/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$84.37	-	-
4500041543	8/25/21	Gillig LLC		B250-BUS REPAIR PARTS	\$253.88	-	-
4500041544	8/25/21	Aztec Fire & Safety		G190-SAFETY/MED SUPPLIES	\$258.60	-	-
4500041545	8/25/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$143.82	-	-
4500041546	8/25/21	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$54.82	-	-
4500041547	8/25/21	NMS Management Inc	DBE	P150-MAINT. CLEANING	\$1,536.00	-	-
4500041548	8/25/21	Hewlett Packard Enterprise Company		I140-IT CAPITAL SOFTWARE	\$18,543.01	-	-
4500041549	8/25/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$172.55	-	-
4500041550	8/25/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$129.30	-	-
4500041551	8/25/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$51.72	-	-
4500041552	8/25/21	Muncie Transit Supply		B140-BUS CHASSIS	\$7.37	-	-
4500041553	8/25/21	Transit Holdings Inc		B140-BUS CHASSIS	\$796.36	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041554	8/25/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$345.55	-	-
4500041555	8/25/21	Steven Timme		G230-PRINTED MATERIALS	\$426.17	-	-
4500041556	8/25/21	San Diego Convention & Tourist		P310-ADVERTISING SERVICES	\$1,000.00	-	-
4500041557	8/25/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$68.30	-	-
4500041558	8/25/21	Jeyco Products Inc		G130-SHOP TOOLS	\$38.84	-	-
4500041559	8/25/21	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$1,132.65	-	-
4500041560	8/25/21	Gillig LLC		B120-BUS MECHANICAL PARTS	\$147.40	-	-
4500041561	8/25/21	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$11.80	-	-
4500041562	8/25/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$97.22	-	-
4500041563	8/25/21	Home Depot USA Inc		F180-BUILDING MATERIALS	\$187.23	-	-
4500041564	8/25/21	Zoho Corporation		I110-INFORMATION TECH	\$3,081.00	-	-
4500041565	8/26/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$68.66	-	-
4500041566	8/26/21	Simmons Boardman Books Inc		P540-MAINTENANCE TRAINING	\$2,910.75	-	-
4500041567	8/26/21	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	\$537.49	-	-
4500041568	8/26/21	Grah Safe & Lock Inc	Small Business	M110-SUB STATION	\$1,131.38	-	-
4500041569	8/26/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$4,721.61	-	-
4500041570	8/26/21	Transit Holdings Inc		B140-BUS CHASSIS	\$543.23	-	-
4500041571	8/26/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$9,230.95	-	-
4500041572	8/26/21	Transit Holdings Inc		B210-BUS TIRES & TUBES	\$940.46	-	-
4500041573	8/26/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,070.61	-	-
4500041574	8/26/21	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$417.00	-	-
4500041575	8/26/21	Gillig LLC		B140-BUS CHASSIS	\$594.19	-	-
4500041576	8/26/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$1,166.43	-	-
4500041577	8/26/21	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$23.98	-	-
4500041578	8/26/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$255.09	-	-
4500041579	8/26/21	Kaman Industrial Technologies		G160-PAINTS & CHEMICALS	\$94.33	-	-
4500041580	8/26/21	Trentman Corporation	Small Business	P280-GENERAL SVC AGRMNTS	\$1,328.59	-	-
4500041581	8/26/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$506.60	-	-
4500041582	8/26/21	Waco Filters Corporation		F120-BUS/LRV PAINT BOOTHS	\$274.77	-	-
4500041583	8/26/21	Gillig LLC		B160-BUS ELECTRICAL	\$7,038.79	-	-
4500041584	8/26/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$43.20	-	-
4500041585	8/26/21	Schuko LLC		P160-EQUIPMENT RENTALS	\$558.02	-	-
4500041586	8/26/21	Thompson Building Materials		R230-RAIL/LRV MECHANICAL	\$3,125.72	-	-
4500041587	8/27/21	Gillig LLC		B250-BUS REPAIR PARTS	\$204.22	-	-
4500041588	8/27/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$77.79	-	-
4500041589	8/27/21	TK Services Inc		B250-BUS REPAIR PARTS	\$226.85	-	-
4500041590	8/27/21	NASG Holding Inc		R120-RAIL/LRV CAR BODY	\$7,758.00	-	-
4500041591	8/27/21	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$578.62	-	-
4500041592	8/27/21	Drain Medic Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$38,176.64	-	\$3,817.66
4500041593	8/27/21	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$53.88	-	-
4500041594	8/27/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$331.88	-	-
4500041595	8/27/21	Muncie Transit Supply		B140-BUS CHASSIS	\$5.11	-	-
4500041596	8/27/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$258.83	-	-
4500041597	8/27/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$319.81	-	-
4500041598	8/27/21	Transit Holdings Inc		G140-SHOP SUPPLIES	\$67.23	-	-
4500041599	8/27/21	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$79.75	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041600	8/27/21	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$213.28	-	-
4500041601	8/27/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,676.01	-	-
4500041602	8/27/21	Gillig LLC		B160-BUS ELECTRICAL	\$1,238.79	-	-
4500041603	8/27/21	W.W. Grainger Inc		G270-ELECTRICAL/LIGHTING	\$179.59	-	-
4500041604	8/27/21	Transit Holdings Inc		B130-BUS BODY	\$209.56	-	-
4500041605	8/27/21	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$22.74	-	-
4500041606	8/27/21	Culligan of San Diego		G140-SHOP SUPPLIES	\$2,040.00	-	-
4500041607	8/27/21	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$2,672.51	-	-
4500041608	8/27/21	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$3,215.91	-	-
4500041609	8/27/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$215.48	-	-
4500041610	8/27/21	Professional Contractors Supplies		G130-SHOP TOOLS	\$304.11	-	-
4500041611	8/27/21	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	\$28,516.21	-	-
4500041612	8/27/21	W.W. Grainger Inc		M110-SUB STATION	\$830.58	-	-
4500041613	8/27/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$52.49	-	-
4500041614	8/27/21	HI-TEC Enterprises		R220-RAIL/LRV TRUCKS	\$172.40	-	-
4500041615	8/27/21	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$200.63	-	-
4500041616	8/27/21	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$44.72	-	-
4500041618	8/27/21	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$2,576.65	-	-
4500041619	8/29/21	Appleone Employment Services	Minority Owned Business	P450-PERSONNEL SVCS	\$6,177.60	-	-
4500041620	8/29/21	Five Star Event Rentals		P160-EQUIPMENT RENTALS	\$2,112.79	-	-
4500041621	8/30/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$51.43	-	-
4500041622	8/30/21	San Diego Compressed Air Power LLC		F110-SHOP/BLDG MACHINERY	\$97.84	-	-
4500041623	8/30/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$606.93	-	-
4500041624	8/30/21	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$1,145.16	-	-
4500041625	8/30/21	Tony Jamison	DBE	G170-LUBRICANTS	\$1,318.86	-	-
4500041626	8/30/21	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$9,180.30	-	-
4500041627	8/30/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$15.84	-	-
4500041628	8/30/21	Transit Holdings Inc		B140-BUS CHASSIS	\$433.16	-	-
4500041629	8/30/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$967.60	-	-
4500041630	8/30/21	Transit Holdings Inc		G140-SHOP SUPPLIES	\$1,343.53	-	-
4500041631	8/30/21	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$1,235.89	-	-
4500041632	8/30/21	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	\$185.90	-	-
4500041633	8/30/21	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	\$327.56	-	-
4500041634	8/30/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$13,797.30	-	-
4500041635	8/30/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,724.93	-	-
4500041636	8/30/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$521.78	-	-
4500041637	8/30/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$323.12	-	-
4500041638	8/30/21	Chromate Industrial Corporation		G140-SHOP SUPPLIES	\$99.13	-	-
4500041639	8/30/21	Waco Filters Corporation		F120-BUS/LRV PAINT BOOTHS	\$137.38	-	-
4500041640	8/30/21	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$1,710.00	-	-
4500041641	8/30/21	Gillig LLC		B160-BUS ELECTRICAL	\$17.28	-	-
4500041642	8/30/21	Fastenal Company		G140-SHOP SUPPLIES	\$818.78	-	-
4500041643	8/30/21	Airgas Inc		G140-SHOP SUPPLIES	\$46.17	-	-
4500041644	8/30/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$27.48	-	-
4500041645	8/30/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$34.52	-	-
4500041646	8/30/21	West-Lite Supply Co Inc	Small Business	G130-SHOP TOOLS	\$346.42	-	-



Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041647	8/30/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$82.63	-	-
4500041648	8/30/21	Gillig LLC		B120-BUS MECHANICAL PARTS	\$13.25	-	-
4500041649	8/30/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$1,913.64	-	-
4500041650	8/30/21	3rd Generation Embroidery, Inc.		G240-UNIFORM PROCUREMENT	\$1,641.15	-	-
4500041651	8/30/21	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$205.65	-	-
4500041652	8/30/21	Valvoline Inc.		B120-BUS MECHANICAL PARTS	\$8,566.13	-	-
4500041653	8/31/21	Reid and Clark Screen Arts Co		G120-SECURITY	\$349.11	-	-
4500041654	8/31/21	Ace Uniforms & Accessories	Small Business	G120-SECURITY	\$234.87	-	-
4500041655	8/31/21	Transit Holdings Inc		B130-BUS BODY	\$14,331.20	-	-
4500041656	8/31/21	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$245.53	-	-
4500041658	8/31/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,540.83	-	-
4500041659	8/31/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$617.01	-	-
4500041660	8/31/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$6,345.39	-	-
4500041661	8/31/21	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$21.43	-	-
4500041662	8/31/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,692.59	-	-
4500041663	8/31/21	Trolley Support LLC		B250-BUS REPAIR PARTS	\$4,509.34	-	-
4500041664	8/31/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,451.68	-	-
4500041665	8/31/21	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	\$40.26	-	-
4500041666	8/31/21	Gillig LLC		B250-BUS REPAIR PARTS	\$1,621.33	-	-
4500041667	8/31/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$342.15	-	-
4500041668	8/31/21	Jeyco Products Inc		G130-SHOP TOOLS	\$22.41	-	-
4500041669	8/31/21	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$54.41	-	-
4500041670	8/31/21	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$461.85	-	-
4500041671	8/31/21	Battery Power Inc.		B160-BUS ELECTRICAL	\$9,694.71	-	-
4500041672	8/31/21	West-Lite Supply Co Inc	Small Business	M140-WAYSIDE SIGNALS	\$442.86	-	-
4500041673	8/31/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$54.45	-	-
4500041674	8/31/21	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$223.69	-	-
4500041675	8/31/21	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$1,114.26	-	-
4500041676	8/31/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$118.61	-	-
4500041677	8/31/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$275.31	-	-
4500041678	8/31/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$38.30	-	-
4500041680	8/31/21	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$8,256.58	-	-
4500041681	8/31/21	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$913.51	-	-
4500041682	8/31/21	Fastenal Company		R160-RAIL/LRV ELECTRICAL	\$182.10	-	-
4500041683	8/31/21	Graybar Electric Co Inc		G140-SHOP SUPPLIES	\$3,300.32	-	-
4500041684	8/31/21	Kenneth Place		G130-SHOP TOOLS	\$991.11	-	-
4500041685	8/31/21	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$651.00	-	-
4500041686	8/31/21	Herzog Contracting Co		T110-TRACK, RAIL	\$95,897.59	-	-
4500041687	8/31/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$128.79	-	-
4500041688	8/31/21	SC Commercial, LLC		G170-LUBRICANTS	\$2,040.52	-	-
4500041689	8/31/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$420.44	-	-
4500041690	9/1/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$91.57	-	-
4500041691	9/1/21	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$5,414.90	-	-
4500041692	9/1/21	San Diego Community		G120-SECURITY	\$92.00	-	-
4500041693	9/1/21	Uline		B190-BUS FARE EQUIP	\$3,490.87	-	-
4500041694	9/1/21	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$1,598.94	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041695	9/1/21	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$179.88	-	-
4500041696	9/1/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$768.81	-	-
4500041697	9/1/21	DoAll Company		R230-RAIL/LRV MECHANICAL	\$2,490.97	-	-
4500041698	9/1/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$82.63	-	-
4500041699	9/1/21	Willy's Electronic Supply Co	Small Business	G120-SECURITY	\$851.23	-	-
4500041701	9/1/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,056.90	-	-
4500041702	9/1/21	Transit Holdings Inc		B140-BUS CHASSIS	\$360.42	-	-
4500041703	9/1/21	Nth Generation Computing Inc		I110-INFORMATION TECH	\$20,311.60	-	-
4500041704	9/1/21	Graybar Electric Co Inc		I110-INFORMATION TECH	\$19,733.29	-	-
4500041705	9/1/21	HI-TEC Enterprises		R160-RAIL/LRV ELECTRICAL	\$17,153.80	-	-
4500041706	9/1/21	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$1,132.98	-	-
4500041707	9/1/21	Reid and Clark Screen Arts Co		P210-NON-REV VEH REPAIRS	\$309.04	-	-
4500041708	9/1/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$3,044.25	-	-
4500041709	9/1/21	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$29,109.74	-	-
4500041710	9/2/21	Brown & Bigelow Inc		G250-NOVELTIES & AWARDS	\$835.08	-	-
4500041711	9/2/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$919.11	-	-
4500041712	9/2/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,404.41	-	-
4500041713	9/2/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$63.65	-	-
4500041714	9/2/21	Nth Generation Computing Inc		I110-INFORMATION TECH	\$24,364.71	-	-
4500041715	9/2/21	OneSource Distributors, LLC		R120-RAIL/LRV CAR BODY	\$241.02	-	-
4500041716	9/2/21	Mouser Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$1,013.46	-	-
4500041717	9/2/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$56.18	-	-
4500041718	9/2/21	Abacor, Inc.	Small Business	A140-AUTO/TRUCK REPAIR	\$3,215.50	-	-
4500041719	9/2/21	Culligan of San Diego		G140-SHOP SUPPLIES	\$2,040.00	-	-
4500041720	9/2/21	R&M Appliance Inc		G140-SHOP SUPPLIES	\$760.83	-	-
4500041721	9/2/21	Intellichoice Inc		I120-INFO TECH, SVCS	\$1,520.00	-	-
4500041722	9/2/21	Vinyard Doors	Woman Owned Business	P280-GENERAL SVC AGRMNTS	\$597.30	-	-
4500041723	9/2/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$828.49	-	-
4500041724	9/2/21	Kaman Industrial Technologies		G130-SHOP TOOLS	\$419.53	-	-
4500041725	9/2/21	W.W. Grainger Inc		G150-FASTENERS	\$335.37	-	-
4500041726	9/2/21	Uline		B190-BUS FARE EQUIP	\$3,987.99	-	-
4500041727	9/2/21	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$828.49	-	-
4500041728	9/2/21	Genuine Parts Co		B250-BUS REPAIR PARTS	\$97.97	-	-
4500041729	9/2/21	Gillig LLC		B250-BUS REPAIR PARTS	\$2,318.24	-	-
4500041730	9/2/21	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$20.07	-	-
4500041731	9/2/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$204.48	-	-
4500041732	9/2/21	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$7,654.56	-	-
4500041733	9/2/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$35.64	-	-
4500041734	9/2/21	Sherwin Williams Company		G150-FASTENERS	\$773.26	-	-
4500041735	9/2/21	Muncie Transit Supply		B130-BUS BODY	\$0.71	-	-
4500041736	9/2/21	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$3,441.88	-	-
4500041737	9/2/21	Airgas Inc		G140-SHOP SUPPLIES	\$18.47	-	-
4500041738	9/2/21	Jeyco Products Inc		G140-SHOP SUPPLIES	\$8.21	-	-
4500041739	9/2/21	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	\$136.73	-	-
4500041740	9/3/21	Jeyco Products Inc		G140-SHOP SUPPLIES	\$100.86	-	-
4500041741	9/3/21	NS Corporation		F110-SHOP/BLDG MACHINERY	\$2,234.07	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041742	9/3/21	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$1,938.53	-	-
4500041743	9/3/21	Cembre Inc		M170-IMPEDANCE BOND	\$1,267.14	-	-
4500041744	9/3/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,869.65	-	-
4500041745	9/3/21	Office Solutions		G280-FARE MATERIALS	\$89.11	-	-
4500041746	9/3/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$113.55	-	-
4500041747	9/3/21	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$145.93	-	-
4500041748	9/3/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$68.09	-	-
4500041749	9/3/21	Washington-Lincoln Laurels		P310-ADVERTISING SERVICES	\$1,000.00	-	-
4500041750	9/3/21	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$171.97	-	-
4500041751	9/3/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$190.86	-	-
4500041752	9/3/21	Transit Holdings Inc		B140-BUS CHASSIS	\$2,748.14	-	-
4500041753	9/3/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,142.16	-	-
4500041754	9/3/21	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$7.55	-	-
4500041755	9/3/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,297.11	-	-
4500041756	9/3/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$703.72	-	-
4500041757	9/3/21	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$419.09	-	-
4500041758	9/3/21	BriceHouse Outdoor Inc.		P310-ADVERTISING SERVICES	\$3,480.00	-	-
4500041759	9/3/21	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$12,924.62	-	-
4500041760	9/3/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,788.29	-	-
4500041761	9/3/21	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$419.09	-	-
4500041762	9/3/21	Zoho Corporation		I110-INFORMATION TECH	\$3,590.00	-	-
4500041763	9/3/21	CDW LLC		I110-INFORMATION TECH	\$807.65	-	-
4500041764	9/3/21	Westinghouse Air Brake		R160-RAIL/LRV ELECTRICAL	\$182.10	-	-
4500041765	9/4/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,435.71	-	-
4500041766	9/4/21	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$541.12	-	-
4500041767	9/4/21	Gillig LLC		B250-BUS REPAIR PARTS	\$1,181.70	-	-
4500041768	9/4/21	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$126.68	-	-
4500041769	9/5/21	APD Incorporated		B130-BUS BODY	\$192.86	-	-
4500041770	9/5/21	Vern Rose Inc		G140-SHOP SUPPLIES	\$58.12	-	-
4500041771	9/5/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$888.30	-	-
4500041772	9/5/21	Jeyco Products Inc		G150-FASTENERS	\$21.55	-	-
4500041773	9/5/21	Kaman Industrial Technologies		G190-SAFETY/MED SUPPLIES	\$129.98	-	-
4500041774	9/5/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$100.07	-	-
4500041775	9/5/21	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	\$323.67	-	-
4500041776	9/5/21	Gillig LLC		B130-BUS BODY	\$2,481.48	-	-
4500041777	9/5/21	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$176.17	-	-
4500041778	9/5/21	United Laboratories Inc		G180-JANITORIAL SUPPLIES	\$372.06	-	-
4500041779	9/5/21	Muncie Transit Supply		B130-BUS BODY	\$14.38	-	-
4500041780	9/5/21	Tony Jamison	DBE	G170-LUBRICANTS	\$349.11	-	-
4500041781	9/5/21	Genuine Parts Co		B120-BUS MECHANICAL PARTS	\$45.90	-	-
4500041782	9/5/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$409.62	-	-
4500041783	9/5/21	SC Commercial, LLC		G170-LUBRICANTS	\$2,040.52	-	-
4500041784	9/5/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$17.19	-	-
4500041785	9/6/21	Jeyco Products Inc		G150-FASTENERS	\$51.59	-	-
4500041786	9/6/21	Mcmaster-Carr Supply Co		G150-FASTENERS	\$28.69	-	-
4500041787	9/6/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$101.66	-	-

Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041788	9/7/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$28,694.99	-	-
4500041789	9/7/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$6.16	-	-
4500041790	9/7/21	Transit Products and Services		B130-BUS BODY	\$2,693.75	-	-
4500041791	9/7/21	Glass & Screens Etc		F180-BUILDING MATERIALS	\$659.89	-	-
4500041792	9/7/21	JKL Cleaning Systems	Small Business	F120-BUS/LRV PAINT BOOTHS	\$1,761.72	-	-
4500041793	9/7/21	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$644.88	-	-
4500041794	9/7/21	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$77.54	-	-
4500041795	9/7/21	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$462.90	-	-
4500041796	9/7/21	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$233.82	-	-
4500041797	9/7/21	Transit Holdings Inc		B170-BUS CNG	\$572.39	-	-
4500041798	9/7/21	Gillig LLC		B120-BUS MECHANICAL PARTS	\$4,726.82	-	-
4500041799	9/7/21	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	\$187.21	-	-
4500041800	9/7/21	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	\$187.21	-	-
4500041801	9/7/21	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$299.74	-	-
4500041802	9/7/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$454.79	-	-
4500041803	9/7/21	Fastenal Company		G180-JANITORIAL SUPPLIES	\$264.16	-	-
4500041804	9/7/21	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$9,173.52	-	-
4500041805	9/7/21	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,724.93	-	-
4500041806	9/7/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$768.25	-	-
4500041807	9/7/21	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$50.87	-	-
4500041808	9/7/21	Data Controls Printworks Inc	Small Business	G230-PRINTED MATERIALS	\$220.89	-	-
4500041809	9/7/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$156.24	-	-
4500041810	9/7/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,545.24	-	-
4500041811	9/7/21	Citywide Auto Glass Inc		P120-BLDG/FACILITY REPRS	\$357.83	-	-
4500041812	9/7/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$465.48	-	-
4500041813	9/7/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,276.85	-	-
4500041814	9/7/21	Transit Holdings Inc		B140-BUS CHASSIS	\$3,140.37	-	-
4500041815	9/7/21	Willy's Electronic Supply Co	Small Business	G270-ELECTRICAL/LIGHTING	\$273.69	-	-
4500041816	9/7/21	TK Services Inc		B110-BUS HVAC SYSTEMS	\$354.36	-	-
4500041817	9/7/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$3,183.95	-	-
4500041818	9/7/21	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$146.33	-	-
4500041819	9/7/21	Gillig LLC		B160-BUS ELECTRICAL	\$766.71	-	-
4500041820	9/7/21	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$148.05	-	-
4500041821	9/7/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$21.44	-	-
4500041822	9/7/21	BriceHouse Outdoor Inc.		P310-ADVERTISING SERVICES	\$1,800.00	-	-
4500041823	9/7/21	Steven Timme		G230-PRINTED MATERIALS	\$11,313.75	-	-
4500041824	9/7/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$465.44	-	-
4500041825	9/7/21	TK Services Inc		B250-BUS REPAIR PARTS	\$3,005.79	-	-
4500041826	9/7/21	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$45.63	-	-
4500041827	9/8/21	Synco Chemical Corporation		G170-LUBRICANTS	\$19,731.18	-	-
4500041828	9/8/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$25.86	-	-
4500041829	9/8/21	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,370.74	-	-
4500041830	9/8/21	OneSource Distributors, LLC		M130-CROSSING MECHANISM	\$1,203.95	-	-
4500041831	9/8/21	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$101.42	-	-
4500041832	9/8/21	HD Supply Construction Supply, LTD.		M180-STATION ELECTRICAL	\$2,777.37	-	-
4500041833	9/8/21	Home Depot USA Inc		G170-LUBRICANTS	\$320.67	-	-



Purchase Orders							
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
4500041834	9/8/21	Mcmaster-Carr Supply Co		R220-RAIL/LRV TRUCKS	\$270.41	-	-
4500041835	9/8/21	Raphael's Party Rentals Inc		P160-EQUIPMENT RENTALS	\$982.37	-	-
4500041836	9/8/21	Airgas Inc		G140-SHOP SUPPLIES	\$194.29	-	-
4500041837	9/8/21	Schuko LLC		P160-EQUIPMENT RENTALS	\$308.15	-	-
4500041838	9/8/21	CDW LLC		I110-INFORMATION TECH	\$2,593.32	-	-
4500041839	9/8/21	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,297.23	-	-
4500041840	9/8/21	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$116.26	-	-
4500041841	9/8/21	Transit Holdings Inc		B130-BUS BODY	\$5,747.05	-	-
4500041842	9/8/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$345.55	-	-
4500041843	9/8/21	Pape Material Handling		G130-SHOP TOOLS	\$239.21	-	-
4500041844	9/8/21	Golden State Supply LLC		P130-EQUIP MAINT REPR SVC	\$149.04	-	-
4500041845	9/8/21	Jankovich Company		G170-LUBRICANTS	\$5,560.32	-	-
4500041846	9/9/21	W.W. Grainger Inc		G170-LUBRICANTS	\$98.82	-	-
4500041847	9/9/21	Transit Holdings Inc		B140-BUS CHASSIS	\$1,044.10	-	-
4500041848	9/9/21	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	\$297.28	-	-
4500041849	9/9/21	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,484.20	-	-
4500041850	9/9/21	Gillig LLC		B160-BUS ELECTRICAL	\$431.40	-	-
4500041851	9/9/21	Jeyco Products Inc		G160-PAINTS & CHEMICALS	\$140.63	-	-
4500041852	9/9/21	Transit Holdings Inc		B140-BUS CHASSIS	\$2,774.88	-	-
4500041853	9/9/21	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$8.57	-	-
4500041854	9/9/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$10,188.00	-	-
4500041855	9/9/21	San Diego Friction Products, Inc.		B140-BUS CHASSIS	\$130.74	-	-
4500041856	9/9/21	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$25,814.00	-	-
4500041857	9/9/21	Sloan Electromechanical		P200-REV VEH VANDALISM	\$7,944.57	-	-
4500041858	9/9/21	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$955.64	-	-
4500041859	9/9/21	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$325.45	-	-
4500041860	9/9/21	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$294.13	-	-
4500041861	9/9/21	Home Depot USA Inc		G140-SHOP SUPPLIES	\$323.25	-	-
4500041862	9/9/21	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$7,219.25	-	-
4500041863	9/9/21	Kurt Morgan		G140-SHOP SUPPLIES	\$549.90	-	-
4500041864	9/9/21	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$187.29	-	-
4500041865	9/9/21	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$55.46	-	-
4500041866	9/9/21	B&H Photo & Electronics Corp		B150-BUS COMM EQUIP.	\$53.86	-	-
4500041867	9/9/21	Kaman Industrial Technologies		B140-BUS CHASSIS	\$124.48	-	-