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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

- Roll Call
- 2. Approval of Minutes July 29, 2021

Approve

3. <u>Public Comments</u> - 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
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

Approve

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 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.

Approve

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. <u>Variable Message Signs (VMS) Display Assemblies for the Iris Bus Rapid Transit (BRT) Stations Project – Contract Award</u>
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.

Approve

11. Alternating Current (AC) Switchgear Replacement at 43rd Street Traction
Power Substation (TPSS) – Work Order Agreement
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.

Approve

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.

13. Closed Circuit Television (CCTV) Maintenance Services – Contract Award 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. California Network and Telecommunications (CALNET) Program Next Generation Telecommunications Services (CALNET 4) 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 Genaration (CALNET 4) Authorization to Order (ATO) in the amount of \$3,084,795.00 from January 1, 2022 through June 30, 2029. Approve

15. Enterprise and Rio Vista Wall Survey – Work Order
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. <u>Minibus and Americans With Disabilities Act (ADA) Paratransit Fixed Route Services – Contract Amendment</u>
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. Trapeze Software License and Maintenance Support – Contract Amendment 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. Americans With Disabilities Act (ADA) Bus Stop Improvements Phase 2 – Work Order

Action would authorize the Chief Executive Officer (CEO) to execute Work

Order MTS IOC275-22 under Job Order Contract (IOC) to MTS Doc. No.

Approve

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. Transit on Board Video Surveillance System (OBVSS) Post-Warranty Maintenance, Repair, And Support Services – Sole Source 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.

20. <u>Building C Roof Rehabilitation – Work Order</u>

of

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.

21. <u>Planning Services for Imperial Avenue Division (IAD) Zero Emission Bus</u>
<u>Master Planning - Work Order</u>

Approve

Approve

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.

22. <u>Middletown – Switch 9 And 11 Construction Management Services – Work Order Amendments</u>

Approve

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.

23. Regional Communication Systems (RCS) Radio Equipment – Contract Award 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. Wireless Voice Communications Network Agreement with San Diego County

– Imperial County Regional Communications Systems (RCS) – Contract

Amendment

Approve

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.

25. <u>Elevator and Escalator Preventive Maintenance and Repair – Contract</u>
Amendment

Approve

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.

26. California Department of Housing and Community Development (HCD)

Transit Oriented Development Program Award: Grantville Trolley Apartments

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. <u>Employee Appreciation Bonus</u>

Approve

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.

CLOSED SESSION

a. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS
 PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6
 <u>AGENCY</u>: San Diego Transit Corporation ("SDTC")
 <u>EMPLOYEE ORGANIZATION</u>: Amalgamated Transit Union ("ATU"), Local 1309 (Representing Bus Operators and Clerical Staff At SDTC)
 <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

30. Palm Avenue Trolley Station Transit Oriented Development – Palm City Village (Karen Landers)

Approve

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.

31. <u>Evaluation of Restroom Facilities (Sharon Cooney)</u>

Approve

Action would direct staff to: 1) Seek additional hours of availability for the restrooms at the Mills Building (12th & 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.

REPORT ITEMS

45. Pronto Launch Update (Rob Schupp)

Informational

OTHER ITEMS

60. Chair Report

Informational

61. Chief Executive Officer's Report

Informational

62. Board Member Communications

Informational

63. Additional Public Comments Not on the Agenda

If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.

- 64. Next Meeting Date: October 14, 2021.
- 65. Adjournment

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

DRAFT 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. <u>Service and Maintenance of the Hegenschiedt Underfloor Wheel Truing Machine - Sole Source</u>

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-AE58.03 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. L1593.021, 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. <u>Blue Line Rail Plug Install Work Order Agreement</u>
 - 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. <u>Kearny Mesa Division (KMD) Zero Emission Bus (ZEB) Training Classroom Work Order Agreement</u>

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. <u>Increased Authorization for Legal Services Contracts To Pay Projected Expenses In Fiscal</u> 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.

BidWeb module and first-year maintenance support services in the amount of \$2,064,180.00

- 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
- 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. <u>Fiscal Year 2022 Transportation Development Act Claim</u>
 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. <u>Approve Fiscal Year 2020-21 State Transit Assistance (STA) Claim Amendment</u>
 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.

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26. <u>Proposed Revisions to San Diego Metropolitan Transit System (MTS) Policy No. 41 – Signature Authority</u>

Action would approve the proposed revisions to MTS Policy No. 41 – Signature Authority.

27. <u>Additional Staffing – One (1) Assistant System Safety Manager, and One (1) Assistant Manager of Field Operations</u>

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. <u>Security Services – Contract Award (Al Stiehler, Sam Elmer, Larry Marinesi)</u>

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 retrained once the contractor was approved.

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

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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.

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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.

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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 though 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 agenized 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.

Page 8 of 9

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. <u>Chief Executive Officer's Report</u>

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.

Chairperson San Diego Metropolitan Transit System Filed by:	Approved as to form:
Clerk of the Board	General Counsel
San Diego Metropolitan Transit System	San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS ROLL CALL

MEETING OF (DATE):		July 29, 2021		CALL TO ORDER (T	IME):	9:00am	
RECESS:				RECONVENE:			_
CLOSED SESSION:		10:57am		RECONVENE:	11:08	am	
PUBLIC HEARING:				RECONVENE:			
ORDINANCES ADOPT	ED:			ADJOURN:	11:09	am	
							_
BOARD MEMBE	R	(Alternate)		PRESENT		ABSENT	
				(TIME ARRIVED	0)	(TIME LEFT)	
FLETCHER	\boxtimes	(Vargas)		9:00am		11:09am	
SOTELO-SOLIS		(Bush)	\boxtimes	9:00am		11:09am	
AGUIRRE	\boxtimes	(Leyba-Gonzalez)		9:00am		11:09am	
ELO-RIVERA	\boxtimes	(LaCava)		9:33 am		11:09am	
FRANK	\boxtimes	(Mullin)		9:00am		11:09am	
GALVEZ	\boxtimes	(Cardenas)		9:00am		11:09am	
GASTIL		(Mendoza)	\boxtimes	9:00am		10:56am	
GLORIA		(Whitburn)	\boxtimes	9:00am		11:09am	
GOBLE	\boxtimes	(Ortiz)		9:00am		11:09am	
HALL	\boxtimes	(McNelis)		9:00am		11:09am	
MONTGOMERY STEPPE	\boxtimes	(Von Wilpert)		9:00am		11:09am	
MORENO	\boxtimes	(Campillo)		9:12am		11:09am	
SALAS	\boxtimes	(Cardenas)		9:00am		11:09am	
SANDKE	\boxtimes	(Bailey)		9:04am		11:09am	
ARAPOSTATHIS	\boxtimes	(Shu)		9:00am		11:09am	

SIGNED BY THE CLERK OF THE BOARD:	/S/ Dalia Gonzalez
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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, Statues 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
- 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, <u>Julia.Tuer@sdmts.com</u>

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 following vote:	AND ADOPTED, by the Board of Directo	rs this <u>16th</u> day of <u>September</u> 2021, by the
AYES:		
NAYS:		
ABSENT	:	
ABSTAIN	NING:	
Chairper San Dieç	son go Metropolitan Transit System	
Filed by:		Approved as to form:
	the Board go Metropolitan Transit System	Office of the General Counsel San Diego Metropolitan Transit System

Resolution No.21-15



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Agenda Item No. $\frac{7}{}$

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%
		100%

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, <u>Julia.Tuer@sdmts.com</u>

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 or by and between San Diego Metropolitan Transit Sys	day of, 2021 in the State of California
following, hereinafter referred to as "Contractor":	stern (MTS), a California public agency, and the
Name: Labyrinth Solutions, Inc. Add	Iress: 550 W B Street, Fourth Floor
	San Diego, CA 92101
Form of Business: Corporation	
(Corporation, Partnership, Sole Proprietor, etc.)	mail: ntirandazi@lsiconsulting.com
Telephone: (858) 342-6665	
Authorized person to sign contracts Name Name	9 9
The Contractor agrees to provide SAP Support service (Exhibit A), Contractor's Cost Proposal Form (Exhibit Agreement, including Standard Conditions (Exhibit Guidelines for Contractors (Exhibit E).	hibit B), and in accordance with the Standard
The contract term is for up to five (5) base years and discretion, for a total of six (6) years. Base period shal 30, 2026 and option years shall be effective December by MTS.	be effective December 1, 2021 through November
Payment terms shall be net 30 days from invoice da \$1,500,000.00 for the base years and \$300,000.00 fo \$1,800,000.00 without the express written consent of	r the option years, for a contract total not to exceed
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	LABYRINTH SOLUTIONS, INC.
By:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
Ву:	Title:
Karen Landers, General Counsel	

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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.

			LAB	YRIN	TH SOLUTIO	NS	, INC.						
			ONS	ITE F	IXED HOURI	LY	RATE						
		6/1/2	1 - 5/31/22	6/1/2	2 - 5/31/23	6/1	1/23 - 5/31/24	6/1	1/24 - 5/31/25	6/1/	25 - 5/31/26	6/1/	26 - 5/31/27
#	Job Title/Task Description	Ва	ase Term YR1	В	ase Term YR2		Base Term YR3		Base Term YR4	_	Base Term YR5	1-YI	R 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 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 # **Job Title/Task Description** Base Term Base Term Base Term Base Term Base Term 1-YR Option Term YR1 YR2 YR3 YR4 YR5 YR6 BASIS Administrators \$ 125.00 \$ 125.00 \$ 130.00 \$ 130.00 \$ 130.00 \$ 130.00 1 2 ABAP Developers \$ 95.00 \$ 95.00 \$ 95.00 \$ 95.00 \$ 95.00 \$ 95.00 95.00 \$ 95.00 \$ 95.00 \$ 95.00 \$ 95.00 \$ 3 NetWeaver Developers 95.00 4 95.00 \$ 95.00 \$ 95.00 \$ 95.00 \$ 95.00 \$ 95.00 BOBJ Developers 5 Workflow Developers 100.00 105.00 \$ 105.00 \$ 110.00 \$ 110.00 \$ 110.00 6 145.00 \$ \$ 140.00 \$ 140.00 \$ 145.00 \$ 145.00 \$ 150.00 Configuration Specialists 150.00 \$ 150.00 \$ Solution Architect/S4 HANA 150.00 150.00 \$ 150.00 \$ 150.00 145.00 8 140.00 145.00 \$ 145.00 \$ 145.00 \$ 145.00 Finance 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 Fiori/Personas 15 135.00 140.00 \$ 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 Training/Change Management 20 125.00 \$ 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



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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

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 Subtotal: Investment Surplus Funds	Investment of Surplus Funds	Investment Pool	<u> </u>	5,743,806 17,591,875	5,743,806 17,591,875	0.720%		0.066% S&P US T-Bill 0-3 Mth Index
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)



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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 AI	DDITIONAL	STATIONS	3			
DESCRIPTION	PRICE	QTY.	TOTAL			
New Mid-Coast stations (half year service price)	\$309.00	27	\$8,343.00			
	tal Year 4	\$8,343.00				
YEAR 5 AI	DDITIONAL	STATIONS	3			
DESCRIPTION	PRICE	QTY.	TOTAL			
New Mid-Coast stations (Full year service price)	\$618.00	27	\$16,686.00			
	То	tal Year 5	\$16,686.00			
TOTAL FOR ADDITION	IONS	\$25,029.00				
TOTAL UNSCHEDULE	D REPAIR F	FUNDS	\$85,000.00			
TOTAL AMEN	IDMENT 8		\$110,029.00			

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, <u>Julia.Tuer@sdmts.com</u>

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 AI	DDITIONAL	STATIONS	5		
DESCRIPTION	PRICE	QTY.	TOTAL		
New Mid-Coast stations (half year service price)	\$309.00	27	\$8,343.00		
	То	tal Year 4	\$8,343.00		
YEAR 5 AI	DDITIONAL	STATIONS	3		
DESCRIPTION	PRICE	QTY.	TOTAL		
New Mid-Coast stations (Full year service price)	\$618.00	27	\$16,686.00		
\ j			* ,		
(a) - a a a a	To	tal Year 5	\$16,686.00		
TOTAL FOR ADDITION	ONAL STATI		*		
TOTAL FOR ADDITION	ONAL STATI ENT 8	IONS	\$16,686.00		



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
MTS ICE	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

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 by and between San Diego Metropolitan Transit Syster following, hereinafter referred to as "Contractor":		, 2020 in the State of California a California public agency, and the
Name: Nanov Display, Inc.	Address:	1978 NW 82 nd 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 contractsMyung Mo		Vice President
Name		Title
(Exhibit E). This contract is for purchase and delivery only. The deliv Notice to Proceed will be issued approximately October and labor manufacturer's warranty from the day of accept Therefore, the contract end date is estimated to be Nove Payment terms shall be net 30 days from invoice date. \$200,455.50 without the express written consent of MTS	2021. All c tance for eac ember 31, 20 The total co	omponents have a three-year parts ch VMS display assembly furnished. 024.
SAN DIEGO METROPOLITAN TRANSIT SYSTEM		NANOV DISPLAY INC.
Ву:		
Sharon Cooney, Chief Executive Officer	Ву	
Approved as to form:		
By:	Title:	
Karen Landers, Office of General Counsel		



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/m² (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 $100 - 240 \text{ V} \sim (+/- 10\%)$, 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-guage, 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 60695Sign Controller: UL 879Computer: 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. 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	
Overall Total (Basis for Award)	

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

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



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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 43RD 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 43rd 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 (33rd, 43rd, 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 43rd 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 43rd 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 43rd 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

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

JOB ORDER CONTRACT

THIS AGREEMENT is entered into this	_day ofystem ("MTS"),	PWL312.0-20 CONTRACT NUMBER MTSJOC312-02 WORK ORDER NUMBER , 2020 in the State of California a California public agency, and the
Name: HMS Construction, Inc.	Address:	2885 Scott St.
•	el C. High ame c. No. PWL312. Ittached as Exhi ontractor listing	bit A.), the Cost Breakdown for the form applicable to this Work Order
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HMS	CONSTRUCTION, INC.
By: Sharon Cooney, Chief Executive Officer Approved as to form: By: Karen Landers, General Counsel	By	

San Diego Metropolitan Transit System





Final Scope of Work

Date: 8/24/2021

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



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
		Proposal Total:	\$261,186.31
		The Percentage of Non Pre-Priced on this Proposal:	61.15%

Price Proposal Details Report



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	CON	Description		Unit Price				
01 Genera	I Requirements									\$97,923.14
1	012216000002		EA	Negotiated Travel Cos	ts					
	Accepted	•		Quantity	Х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	0.00	Χ	\$1.00	Х	1.0000	=	\$0.00
_abor Exclu	ıded Equ	uipment Exclu	ded						_	\$0.00
	User Note:									
	Item Note:	Supporting do	cument	tation must be included	with	each Work Or	der.			
	Owner Comments:	V:1.2-Should t	his be i	included in the cost?						
Co	ntractor Comments:	V:1.3-Special	Trips by	y NETE, RESA not inclu	ded	(BH HMS)				
2	012216000004		EA	Reimbursable Fees						
	Accepted	•		Quantity	Х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	0.00	v	\$0.00	Х	1.0000	=	\$0.00
		motanation	_, ,		^	*				
₋abor Exclu	ıded Equ	uipment Exclu		Materials E		ded			-	\$0.00
_abor Exclu	User Note:	uipment Exclu	ded stimate)	xclu				_	
abor Exclu	User Note:	SDGE Fees E Reimbursable base cost to the	stimate Fees whe actuant in the ded war		ctor the the	for eligible cos e are multiple f Reimbursable	Reimb Fee (e	sert the appro oursable Fees e.g. sidewalk	s, list ead closure,	uantity to adjust the ch one separately and road cut, various
abor Exclu	User Note:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa	stimate Fees whe actuant in the ded ward.	vill be paid to the contract al Reimbursable Fee. If the moter block to identify trranty, expedited shipping	ctor the the	for eligible cos e are multiple f Reimbursable	Reimb Fee (e	sert the appro oursable Fees e.g. sidewalk	s, list ead closure,	uantity to adjust the ch one separately and road cut, various
	User Note: Item Note: Owner Comments:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will	stimate Fees whe actuant in the ded wall. I take ca	vill be paid to the contract al Reimbursable Fee. If the moter block to identify trranty, expedited shipping	etor there the l	for eligible cos e are multiple I Reimbursable osts, etc.). A c	Reimb Fee (e	sert the appro oursable Fees e.g. sidewalk	s, list ead closure,	uantity to adjust the ch one separately and road cut, various
	User Note: Item Note: Owner Comments:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will	stimate Fees whe actuant in the ded wall. I take ca	vill be paid to the contract al Reimbursable Fee. If the "note" block to identify the tranty, expedited shipping are of this	etor there the l	for eligible cos e are multiple I Reimbursable osts, etc.). A c	Reimb Fee (e	sert the appro oursable Fees e.g. sidewalk	s, list ead closure,	ch one separately and road cut, various
Co	User Note: Item Note: Owner Comments:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will	stimate Fees whe actuant in the dwall. I take can	vill be paid to the contract al Reimbursable Fee. If the "note" block to identify arranty, expedited shipping are of this	etor the there are considered the latest the	for eligible cos e are multiple I Reimbursable osts, etc.). A c	Reimb Fee (e	sert the appro oursable Fees e.g. sidewalk	s, list ead closure,	uantity to adjust the ch one separately and road cut, various e submitted with the
Co	User Note: Item Note: Owner Comments: ontractor Comments:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will	stimate Fees whe actuant in the dwall. I take can	will be paid to the contract al Reimbursable Fee. If the "note" block to identify arranty, expedited shipping are of this SDGE Fees & Coordinate	there in the interest of the i	for eligible cos e are multiple f Reimbursable osts, etc.). A c	Reimb Fee (copy of	sert the appro oursable Fees e.g. sidewalk f each receip	s, list ead closure, t shall be	uantity to adjust the ch one separately and road cut, various e submitted with the
Co	User Note: Item Note: Owner Comments: ontractor Comments:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will V:1.3-MTS to	stimate Fees whe actuant in the ded wall. I take cathandle standard HR	will be paid to the contract al Reimbursable Fee. If the "note" block to identify the identify the properties of this SDGE Fees & Coordinate Electrician Quantity	there in the interest of the i	for eligible cos e are multiple li Reimbursable osts, etc.). A c	Reimb Fee (opy of	sert the appro oursable Fees e.g. sidewalk f each receip	s, list ead closure, t shall be	uantity to adjust the ch one separately and road cut, various e submitted with the LineTotal \$17,942.40
Co	Owner Comments: ontractor Comments: 012220000010 Accepted Equipment Exclude	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will V:1.3-MTS to	stimate Fees whe actuant in the ded wall. I take cathandle: HR HR Mater	will be paid to the contract al Reimbursable Fee. If the "note" block to identify the part of this SDGE Fees & Coordinate Electrician Quantity 240.00 rials Excluded	there in the interest of the i	for eligible cos e are multiple li Reimbursable osts, etc.). A c	Reimb Fee (opy of	sert the appro oursable Fees e.g. sidewalk f each receip	s, list ead closure, t shall be	uantity to adjust the ch one separately and road cut, various e submitted with the
Co	User Note: Item Note: Owner Comments: ntractor Comments: 012220000010 Accepted Equipment Exclude User Note:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will V:1.3-MTS to Installation ed 2 support Electors	stimate Fees whe actuant in the ded wall. I take cathandle shandle shandle shandle stricians	will be paid to the contract al Reimbursable Fee. If the "note" block to identify the part of this SDGE Fees & Coordinate Electrician Quantity 240.00 rials Excluded	ctor in the case the	for eligible cos e are multiple f Reimbursable osts, etc.). A c (BH HMS) Unit Price \$74.76	Reimb Fee (copy of	sert the approursable Feese.g. sidewalk feach receip	s, list eac closure, t shall be = = =	uantity to adjust the ch one separately and road cut, various e submitted with the LineTotal \$17,942.40
Co	User Note: Item Note: Owner Comments: o12220000010 Accepted Equipment Exclude User Note: Item Note:	SDGE Fees E Reimbursable base cost to the add a comment permits, exten Price Proposa V:1.2-MTS will V:1.3-MTS to Installation ed 2 support Electors For tasks not in	stimate Fees whe actuant in the ded want. It take can handle to HR HR Mater tricians	vill be paid to the contract al Reimbursable Fee. If the "note" block to identify the arranty, expedited shipping are of this SDGE Fees & Coordinate Electrician Quantity 240.00 rials Excluded 3 3 weeks	tton there in a control of the interest the	for eligible cos e are multiple F Reimbursable osts, etc.). A c (BH HMS) Unit Price \$74.76 atalog® and a	Reimb Fee (copy of	sert the approursable Feese.g. sidewalk feach receip	s, list eac closure, t shall be = = =	uantity to adjust the ch one separately and road cut, various e submitted with the LineTotal \$17,942.40

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

4	012220000012		HR	High Voltage I	Electrician, (Utility Linemar	n)			
	Accepted	•		C	Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	HR		360.00 x	\$97.66	Х	1.0000	=	\$35,157.6
	Equipment Exclude	d	Mate	rials Excluded						\$35,157.6
	User Note:	3 men 3 week	s = 360)hrs						
	Item Note:	For tasks not i	nclude	d in the Constru	ction Task 0	Catalog® and a	as dire	cted by own	er only.	
	Owner Comments:	V:1.2-This wor power down.	rk is ins	side the TPSS.	Why do we	need a high vo	ltage	electrician?	The TPSS w	rill be off line and
	Contractor Comments:									
5	012220000078	_	HR	Principal Engi	neer					
	Accepted			C	Quantity x	Unit Price	X	Factor	=	LineTota
		Installation	HR		40.00 x	\$205.00	Х	1.0000	=	\$8,200.0
	Equipment Exclude	d	Mate	rials Excluded						\$8,200.0
	User Note:	Acceptance To	esting 8	& Power Study						
	Item Note:									
	Owner Comments:	V:1.2-what do	es a pr	incipal engineer	do?					
	Contractor Comments:	V:1.3-See RE	SA, NE	TE Line Items (I	BH HMS)					
6	012220000079		HR	Senior Engine	er					
	Accepted	•		C	Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	HR		120.00 x	\$154.38	Х	1.0000	=	\$18,525.6
	Equipment Exclude	d	Mate	rials Excluded						\$18,525.6
	User Note:									
	Item Note:									
	Owner Comments:	V:1.2-What do	es a se	enior engineer d	0?					
	Contractor Comments:	V:1.3-See RE	SA, NE	TE Line Items (I	BH HMS)					
7	012223000941		DAY	5,000 LB Tele Operator	scopic Boor	n, Hi-Reach, R	Rough	Terrain Con	struction For	klift With Full-Time
	Accepted			C	Quantity x	Unit Price	x	Factor	=	LineTota
		Installation	DAY		5.00 x	\$1,305.20	Х	1.0000	=	\$6,526.0
	Equipment Exclude	d								\$6,526.0
	User Note:									
	Item Note:									
		V:1.2-Why do								

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

_									
8	012223001290		WK	3 Ton Capacity, 12' To 1	6' Bed, 4 x 2 l	Flat Bed	d Truck With F	Full-Time Tru	ck Driver
	Accepted	-		Quantity	Unit Price	x	Factor	=	LineTota
		Installation	WK	3.00 >	\$3,593.11	Х	1.0000	=	\$10,779.33
	Equipment Exclude	d							\$10,779.33
	User Note:								
	Item Note:	,							
	Owner Comments:	V:1.2-why do \	we nee	d 4 weeks?					
(Contractor Comments:	V:1.3-Crew tru	ck requ	uired for removal of existing	g, transport ne	w to sit	te. one truck a	allocated for	he duration
9	015219000003		МО	Portable Chemical Toilet					
	Accepted	_		Quantity	Unit Price	×	Factor	=	LineTotal
		Installation	MO	3.00 >	\$189.87	Х	1.0000	=	\$569.61
bor Exc	cluded Equ	ipment Exclud	ded						\$569.61
	User Note:								
	Item Note:								
	Owner Comments:								
	Owner Comments:								
10			LF	Temporary 8' High Chain	Link Fence F	anels (Portable), >1	8 Months	
	Contractor Comments:		LF	Temporary 8' High Chain			Portable), >1	8 Months	LineTotal
	Contractor Comments: 015626000156	Installation	LF LF		Unit Price				LineTotal \$222.60
	Contractor Comments: 015626000156	Installation		Quantity	Unit Price	e x	Factor	=	
	Contractor Comments: 015626000156	- Installation		Quantity	Unit Price	e x	Factor	=	\$222.60
	Contractor Comments: 015626000156 Accepted	Installation		Quantity	Unit Price	e x	Factor	=	\$222.60
	Ontractor Comments: 015626000156 Accepted User Note:	Installation		Quantity	Unit Price	e x	Factor	=	\$222.60

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

Red	ord#	CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
09	Finishes										\$0.00
	11	096633130002		SF	Terrazzo, Epoxy Syster	m, E	Base Sparkpro	of, Co	nductive, Ind	dustrial	
		Accepted	,		Quantity	х	Unit Price	х	Factor	=	LineTotal
			Installation	SF	0.00	Х	\$36.32	Х	1.0000	=	\$0.00
										_	\$0.00
		User Note:	Non-Conducti	ve floori	ng removed per MTS						
		Item Note:									
	(Owner Comments:									
	Cont	ractor Comments:									

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

ecord #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total
6 Electric	cal								\$162,650.42
12	260513160126		MLF	500 MCM, EPR, 15 KV, I Insulation Cable	nstalled In Duct	, Shie	ded, Single (Copper Cor	nductor, 133%
	Accepted	•		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	MLF	0.00 x	\$13,445.84	Х	1.0000	=	\$0.00
									\$0.00
	User Note:	Quantity - Min	imum B	uy at time of Proposal					
	Item Note:								
	Owner Comments:	V:1.2-What is	the leng	th of needed cable? MTS	MOW can prov	ide th	em.		
Co	entractor Comments:	V:1.3-To be s	upplied	by MTS as needed (BH HM	NS)				
13	260513160210		EA	500 MCM Crimp Compre	ssion Connection	on For	Bare Coppe	r Wire	
	Accepted	,		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	EA	2.00 x	\$184.28	Х	1.0000	=	\$368.56
									\$368.56
	User Note:								
	Item Note:								
	Owner Comments:								
Co	entractor Comments:								
14	260513160246		EA	350 To 500 MCM Cable	ermination 15	KV			
	Accepted	•		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	EA	2.00 x	\$572.44	Х	1.0000	=	\$1,144.88
									\$1,144.88
	User Note:								
	User Note:								
Co	Item Note:								
Co	Item Note: Owner Comments:		MLF	#8 AWG Cable - Type Th	IHN-THWN 600) Volt (Copper, Sing	le Stranded	I, Placed In Conduit
	Item Note: Owner Comments:		MLF	#8 AWG Cable - Type Th) Volt (Copper, Sing	le Stranded	
	Owner Comments: ontractor Comments: 260519160272	Installation			Unit Price				LineTotal
	Owner Comments: ontractor Comments: 260519160272	Installation		Quantity x	Unit Price	х	Factor	=	LineTota l \$882.79
	Owner Comments: ontractor Comments: 260519160272	Installation		Quantity x	Unit Price	х	Factor	=	LineTota l \$882.79
	Item Note: Owner Comments: Intractor Comments: 260519160272 Accepted	Installation		Quantity x	Unit Price	х	Factor	=	LineTotal \$882.79
	Item Note: Owner Comments: ontractor Comments: 260519160272 Accepted User Note:	Installation		Quantity x	Unit Price	х	Factor	=	I, Placed In Conduit LineTotal \$882.79 \$882.79

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

16	260529000215		EA	3/4" Conduit Clip						
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	EA	10.00	Х	\$3.08	Х	1.0000	=	\$30.8
									-	\$30.8
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ontractor Comments:									
17	260533130044	_	CLF	3/4" Rigid Galvanized S Copper Insulated Grou			uit As	sembly With	3 #8 Co	pper THHN And 1 #10
	Accepted			Quantity	X	Unit Price	Х	Factor	=	LineTota
		Installation	CLF	0.50	Х	\$1,012.40	Χ	1.0000	=	\$506.2
									_	
										\$506.2
	User Note:									\$506.2
		Includes condu	uit, tern	ninations, straps, wire as	ind	icated. Not for	use v	/here detail is	s availab	
		Includes condu	uit, tern	ninations, straps, wire as	ind	icated. Not for	use v	here detail is	s availab	
Co	Item Note:	Includes condu	uit, tern	ninations, straps, wire as	ind	icated. Not for	use w	/here detail is	s availab	
C c	Item Note: Owner Comments:	Includes condu	uit, tern	ninations, straps, wire as RESA Switchgear 43rd			use w	/here detail is	s availab	
	Item Note: Owner Comments: ontractor Comments:	Includes condu		· · · · · · · · · · · · · · · · · · ·	St		use w	/here detail is	s availab	ole.
	Item Note: Owner Comments: ontractor Comments: Non-PrePriced Item	Includes condu		RESA Switchgear 43rd	St x	TPSS REV 03				ole. LineTota
	Item Note: Owner Comments: ontractor Comments: Non-PrePriced Item	Includes condu	EA	RESA Switchgear 43rd	St x	TPSS REV 03	x	Factor	=	\$506.2 ble. LineTota \$159,717.1 \$159,717.1
	Item Note: Owner Comments: ontractor Comments: Non-PrePriced Item Accepted	Includes condu	EA EA	RESA Switchgear 43rd Quantity 1.00	St x	TPSS REV 03	x	Factor	=	LineTot: \$159,717.1
	Item Note: Owner Comments: ontractor Comments: Non-PrePriced Item Accepted	-	EA EA	RESA Switchgear 43rd Quantity 1.00	St x	TPSS REV 03	x	Factor	=	LineTot \$159,717.1
	Item Note: Owner Comments: ontractor Comments: Non-PrePriced Item Accepted User Note:	-	EA EA	RESA Switchgear 43rd Quantity 1.00	St x	TPSS REV 03	x	Factor	=	LineTot: \$159,717.1

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

Recor	rd # CSI Numbe	er MOD	UOM	Description		Unit Price		Factor		Total
32 Ex	terior Improvemer	nts								\$612.75
19	32311313080	00	LF	Removal And Reinstall	atio	n Of Chain Lir	ık Fer	nce 6' To 12'	Height	
	Accepted			Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	25.00	Х	\$24.51	Х	1.0000	=	\$612.75
		Materials Excluded	I						_	\$612.75
	User I	Note:								
	Item I	Note:								
	Owner Commo	ents:								
	Contractor Commo	ents:								
									Total:	\$261,186.31
								Proposal	Total:	\$261,186.31
				The Percentage	of N	Non Pre-Prio	ed o	n this Pro	posal:	61.15%

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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 (Al 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	\$698,473.76	6/27/21, Item 9
	Plaza Rail Replacement		
MTSJOC269-	Change Order 01 -	\$51,721.15	Today's Proposed
11.01	procurement of additional		Action
	direct fixation fasteners		
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, <u>Julia.Tuer@sdmts.com</u>

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



JOB ORDER CONTRACT WORK ORDER

	PWG269.0-19				
CONTRACT NUMBER					
	MTSJOC269-11.01				
	WORK ORDER NUMBER				
THIS AGREEMENT is entered into this day of _ California by and between San Diego Metropolitan Tran and the following, hereinafter referred to as "Contractor"	nsit System ("MTS"), a California public agency,				
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 Name	on Senior Vice President of California Region Title				
Pursuant to the existing Job Order Contract (MTS Doc to Contractor to complete the detailed Scope of Work (the Scope of Work (attached as Exhibit B.), and the storder (attached as Exhibit C.)	(attached as Exhibit A.), the Cost Breakdown fo subcontractor listing form applicable to this Work				
TOTAL PAYMENTS TO CONTRACTOR SHALL NOT E	EXCEED \$51,721.15				
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HERZOG CONTRACTING CORP.				
By:					
Sharon Cooney, Chief Executive Officer	Ву				
Approved as to form:					
Ву:	Title:				
Karen Landers, General Counsel					



EXHIBIT A (Scope of Work)

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

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, California 92101

Date: 8/23/2021 **Final Scope of Work**

Job Order Contracting

To: From:

Contract No: PWG269.0-19

Job Order No: MTSJOC269-11.01

Job Order Title: America Plaza Rail Replacement

Location: Blue Line ROW

1255 Imperial Ave San Diego, CA 92101

Brief Scope

of Work: 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 APRR-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

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 - RACO159_743A-REFERENCE
		FOR REFERENCE ONLY - RUBBER RAIL INTERFACE ASSEMBLIES FOR RAIL REPLACEMENT PROJECT

IMPORTANT NOTICE

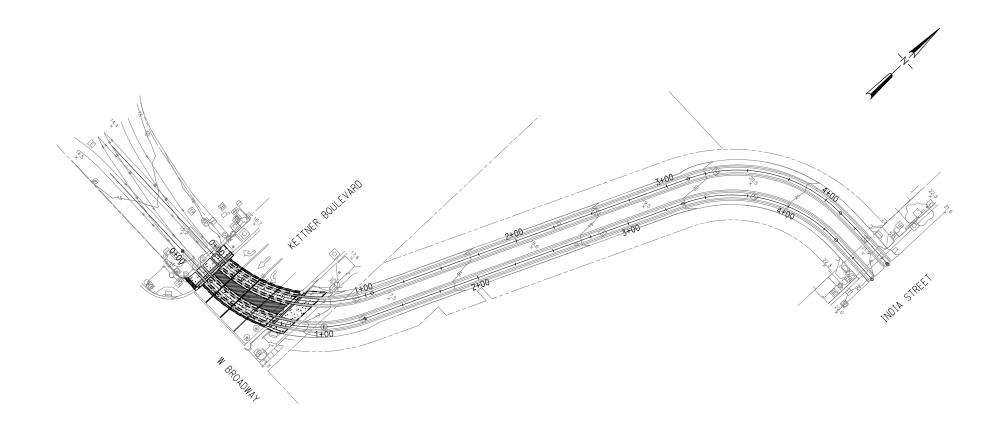
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG.

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



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: \pwwor	NO.	DATE	REVISIONS	BY	СНК	APRV

FD3

70% SUBMITTA

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



AM	ERICA	PLAZA	
RAIL	REPL	ACEMENT	

TITLE SHEET, LOCATION MA AND INDEX OF DRAWINGS

	SCALE		
	NTS		
	CONTRACT NO		
P	G1947.0-17		
DRAWING NO. SHEE			

HDR_US_West_01 i d

MTS GENERAL NOTES:

- 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#32S 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
- 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
- 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, SEPARATE RAILROAD PROTECTIVE LIABILITY POLICY WILL MOST LIKELY BE REQUIRED AFTER PROJECT REVIEW AS DEEMED NECESSARY BY MTS.
- 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 PERFOMING WORK ON BEHALF OF PERMITTEE, SHALL BE DEEMED AS AGENTS OF PERMITTEE AND SHALL REQUIRE SAID TRAINING AS WELL. FOR TRAINING INFORMATION, EMAIL rws+desdm+s.com. TRAINING CERTIFICATION IS VALID FOR ONE YEAR AND IS CONFINED TO MTS/SD&AE FACILITIES ONLY.
- 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".
- 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.
- 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.
- 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.
- 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 SDTIFLAGPERSON / 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
- 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
- 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

BY CHK APRV

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
- 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 PRECENDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
- 5. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECENDENCE OVER GENERAL NOTES
- 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,
- 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 STREET TRAFFIC. CONTRACTOR SHALL WORK CLOSELY WITH SDTI OPERATIONS

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:

- CONTRACTOR SHALL USE SURVEY CONTROL POINT, INCLUDING BENCH MARKS,
- THE CONTRACTOR SHALL PREPARE AND SUBMIT TRAFFIC CONTROL PLANS IN ACCORDANCE WITH THE SPECIFICATIONS.
- RAIL SHALL BE NEW RE RAIL 115 LB PER LINEAR YARD.
- ALL MANUFACTURER'S RECOMMENDATIONS FOR CONCRETE PANEL CROSSING INSTALLATION SHALL BE FOLLOWED BY CONTRACTOR UNLESS OTHERWISE
- CONTRACTOR SHALL DEMOLISH AND DISPOSE OF EXISTING ASPHALT PAVEMENT, CONCRETE AND ANY OTHER MATERIAL NOT USED. DISPOSAL SHALL OCCUR
- 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.
- CONTRACTOR SHALL RESET ALL SURVEY MONUMENTS DAMAGED OR BURIED AS A RESULT OF HIS OPERATIONS.
- 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.)

DESIGNED BY

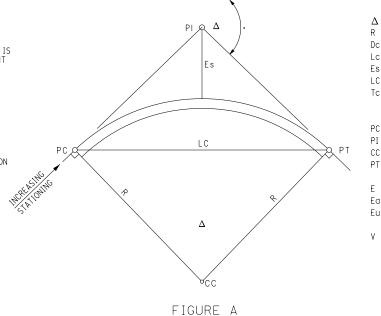
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PRJ. ENG.

G. MCKEE

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.



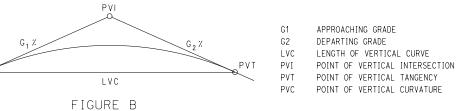
SIMPLE CIRCULAR CURVE

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

CENTRAL ANGLE OF CIRCULAR CURVE Dc DEGREE OF CURVATURE (ARC DEFINITION) LENGTH OF CIRCULAR CURVE (ARC DEFINITION) Lc EXTERNAL DISTANCE FROM PI TO CIRCULAR CURVE Es CHORD LENGTH (DISTANCE FROM PC TO PT) TANGENT LENGTH OF CIRCULAR CURVE (DISTANCE FROM PC / PT TO PI)

POINT OF CURVATURE POINT OF INTERSECTION OF CIRCULAR CURVE CURVE CENTER POINT OF TANGENCY

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.

VERTICAL CURVE

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 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.

-				
:				

REVISIONS

NO. DATE



DRAWN B 70% SUBMITTAL IOT FOR CONSTRUCTION



AMERICA PLAZA RAIL REPLACEMENT

GENERAL NOTES

SCALE NTS CONTRACT NO DRAWING NO. SHEET NO.

LEGEND				
EXISTING	IMPROVE	EMENTS		
<u>ITEM</u> ABANDONDED LINE			<u>SYMBOL</u>	
ACCESS CONTROL (CALTRANS)			
ASPHALT SURFACE	,			
BUILDING				
BRUSH LINE/TREE L			~~~~~	
COMMUNICATION LIN			COMM	
CURB SURFACE				
DIRT SURFACE				
DOMESTIC WATER				
EXISTING TRACK				
FENCE AND HANDRA	AILS		××	
FENCE WALL			×	
FIBER OPTIC LINE GAS			——————————————————————————————————————	
GUARD RAIL				
GUTTER				
5' CONTOUR			80	
1' CONTOUR			79	
OVERHEAD ELECTRIC			——————	
OVERHEAD TELEPHO PARKING LOT LINES	NE		————T	
PROPERTY LINE				
RAILROAD TRACK				
RIGHT OF WAY (CAL	.TRANS)			
RIGHT OF WAY (MTS	5)			
RIGHT OF WAY (CIT				
ROADWAY GUARDRA	IL			
ROAD STRIPING SANITARY SEWER			——— SS ———	
STORM DRAIN			SD	
WATER LINE		:	w	
CATENARY POLE				
ROADWAY CENTERLII	NE			
TRASH CAN				
TRAFFIC SIGNAL			 	
GUY ANCHOR WATER MANHOLE			(w)	
LIGHT STANDARD			X -LT	
TICKET VENDING MA	CHINE		TVM	
WATER METER				
STORM DRAIN MANH				
STORM SEWER MANI WATER VALVE	TOLE			
FIRE HYDRANT			⊅⊝∢FH	
TELEPHONE PULLBO	X			
SEWER CLEANOUT				
LIGHT COMMUNICATI			♦ ŁŦ ₱₿	
LIGHT STANDARD PU			♦ TEL-PB	
ELECTRICAL PULLBO TRAFFIC SIGNAL PU				
*NOTE: CONTOUR IN			V 13 1 B	
PROPOSE	D IMPRO	<u>VEMENTS</u>		
<u>IMPROVEMENT</u>		STANDARD DWGS.	<u>SYMBOL</u>	
MAJOR CONTOUR			10	
MINOR CONTOUR FLOWLINE			(X%)	
SLOPE			<u>(/\/\frac{1}{2}</u>)	
NEW ASPHALT CON	ICRETE PAVING	SDG-113		
EXISTING TRACK C	ENTERLINE			
SAWCUT LINE				
PROPOSED EB, WB				
NEW PAVEMENT LII	VITS			
SURVEY CONTROL	MONUMENT		XXX	
STOCK RAIL			• • • • •	
SWITCH POINTS				
NEW CONCRETE				
			parties and finding.	
EPOXY PEBBLE ST	RIP		t paga filet et	
SYMBOLS	;			
ø	DIAMETER			
&	AND			
E	CENTERLIN			
<u></u> ••••	INSULATED	JOINT	, , ,	

REVISIONS

ABBREVIATIONS

TRACK	
D _C	DEGREE OF CURVE
Δc	DEFLECTION ANGLE - CIRCULAR CURVE
Δт	DEFLECTION ANGLE - TOTAL CURVE
θs	DEFLECTION ANGLE - SPIRAL
E	EQUILIBRIUM SUPERELEVATION
Ea	ACTUAL SUPERELEVATION
Eu	UNBALANCED SUPERELEVATION
Lc	LENGTH OF CIRCULAR CURVE
Ls	LENGTH OF SPIRAL
Lт	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 _c	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

A(GEN	CIE	ES

AGENCIE	<u>: 3</u>
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
RWQCB	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/SDRSD	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

GENERA	Δ1	GENER/	AL CONT'D
	_	-	
ABT	ABOUT	EQ	EQUAL
ABUT	ABUTMENT	EX/EXIST	EXISTING
AC	ASPHALT CONCRETE	FH	FENCE HINGE
AHD	AHEAD	FG	FINISHED GRADE
APN	ASSESOR'S PARCEL NUMBER	FL	FLOWLINE
APPROX.	APPROXIMATELY	FM	FORCE MAIN
AVE	AVENUE	FPS	FEET PER SECOND
AWW	ABSOLUTE WORK WINDOW	FT	FEET
BC	BEGIN CURVE	FW	FIELD WELD
BCCP	BRASS CAP CONTROL POINT	GA	GAUGE
B/	BOTTOM OF	GB	GRADE BREAK
B.F.	BACK FLOW	GALV	GALVANIZED
BK	BACK	GRND	GROUND
BLVD	BOULEVARD	HOR	HORIZONTAL
ВМ	BENCHMARK	HP	HIGH POINT
BMP	BEST MANAGEMENT PRACTICES	HP	HIGH PRESSURE
B.O.	BLOW OFF	HWY	HIGHWAY
BOR	BASE OF RAIL	ID	INSIDE DIAMETER/INNER DIAMETER
BOT	BOTTOM	ΙE	INVERT ELEVATION
BR	BRIDGE	INC.	INCORPORATED
BTWN	BETWEEN	IJ	INSULATED JOINT
C/C	CENTER-TO-CENTER	INST.	INSTRUMENT
CL	CENTERLINE	JT	JOINT
CA.	CALIFORNIA	JROE	JOINT RIGHT OF ENTRY
CFS	CUBIC FEET PER SECOND	L&D	LEAD AND DISC
CIDH	CAST-IN-DRILLED-HOLE	L	LENGTH
CIP	CAST-IN-PLACE	LB	POUND
CISS	CAST-IN-STEEL-SHELL	LF	LINEAR FOOT
CLR	CLEARANCE	LOL	LAYOUT LINE
CO.	COMPANY	L.S.	LICENSED SURVEYOR
CONC	CONCRETE	LT	LEFT
CONSTR	CONSTRUCTION	MAX	MAXIMUM
CONT	CONTINUOUS	MH	MANHOLE
CONT'D	CONTINUED	MHHW	MEAN HIGHER HIGH WATER
CP	CONTROL POINT	MIN	MINIMUM
CWR	CONTINUOUS WELDED RAIL	MK	MARK
CY	CUBIC YARD	ML	MAINLINE
DB	DUCT BANK	MOC	MIDDLE OF CURVE
DEPT.	DEPARTMENT	MOW	MAINTENANCE OF WAY
DI	DROP INLET	MP	MILE POST
DIA	DIAMETER	ΜT	MAIN TRACK
DF	DIRECT FIXATION	MT-1	NCTD MAIN TRACK 1
DWG.	DRAWING	MT-2	NCTD MAIN TRACK 2
DR	DRIVE	N	NORTHING
DWY	DRIVEWAY	NB	NORTHBOUND
EC	END CURVE	NF	NOT FOUND
EA	EACH	NIC	NOT IN CONTRACT
E.G.	FOR EXAMPLE	No.	NUMBER
E	EASTING	NOI	NOTICE OF INTENT
EB	EASTBOUND	NTS	NOT TO SCALE
EIC	EMPLOYEE IN CHARGE	0.0.	ON CENTER
ELEC	ELECTRICAL	OD	OUTSIDE DIAMETER

ORIGINAL GRADE

GENERAL	CONT'D
OTM	OTHER TRACK MATERIAL
PCC	PORTLAND CEMENT CONCRETE
PED	PEDESTAL
PH	POTHOLE
РОТО	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 RD	ROAD
RIM	TOP OF MANHOLE RIM
ROW	RIGHT-OF-WAY
RR	RAILROAD
RSP	ROCK SLOPE PROTECTION
RP	RAILING POST
RT	RIGHT
RW	
SD	RETAINING WALL STORM DRAIN
SE SF	SUPERELEVATION
= '	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
011000	CONTROL MAINTENANCE AGREEMENT
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
Ţ	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



70%
SUBMITTAL
NOT FOR CONSTRUCTION

DESIGNED BY
J.K. ANDRES 04/21

DRAWN BY
M.R. GRANADO 04/21

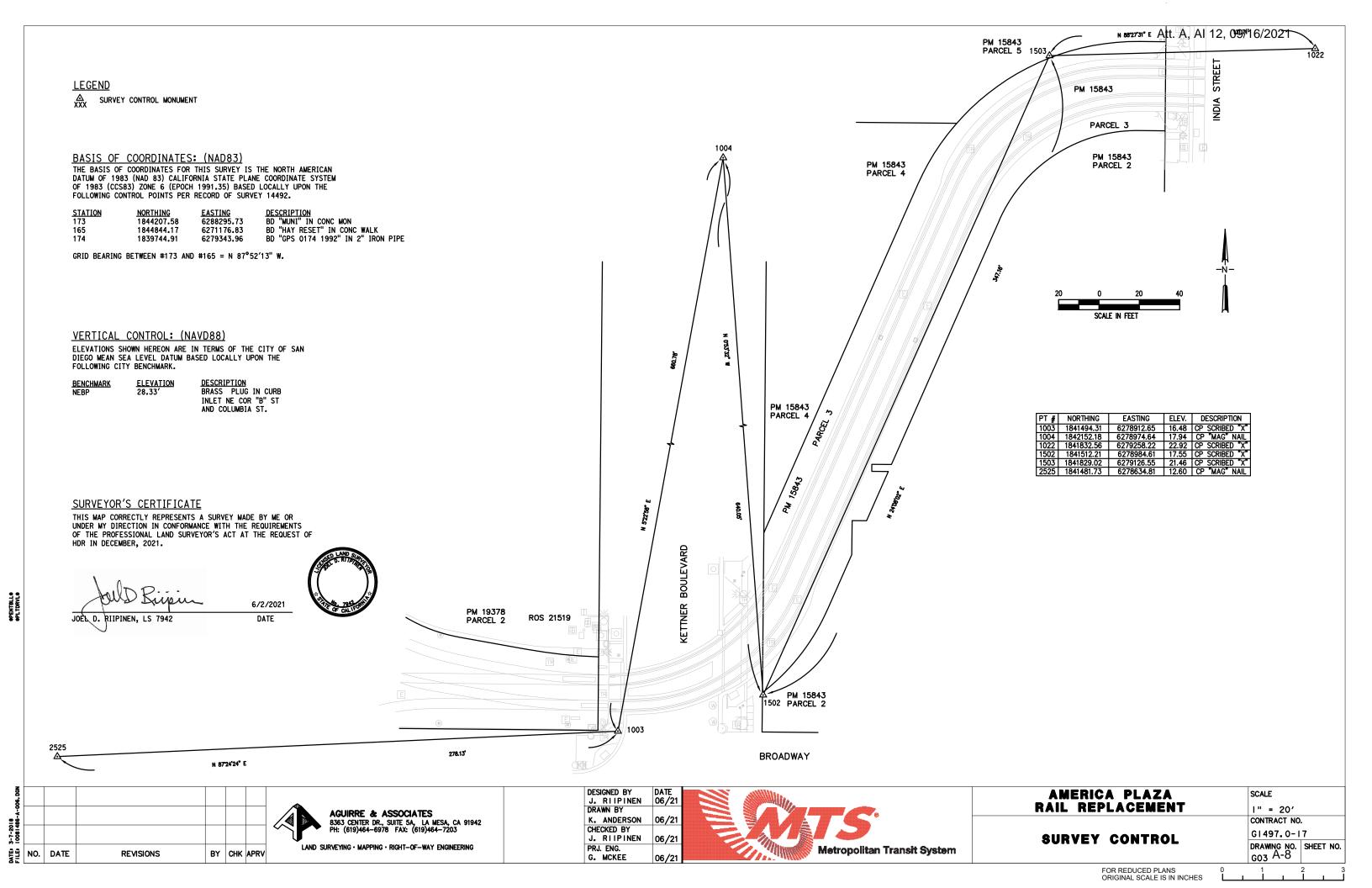
CHECKED BY
R. BOLEY 04/21 PRJ. ENG. G. MCKEE

ELEV ESA EST



ENVIRONMENTALLY SENSITIVE AREA ESTIMATED

AMERICA PLAZA	SCALE	
RAIL REPLACEMENT	NTS	
	CONTRACT NO	
, , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	G1947.0-17	
AND SYMBOLS	DRAWING NO. GO2 A-7	SHEET NO



LRT DESIGN SPEED (MPH)

25

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LRT DESIGN SPEED (MPH)

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Eu (LRT)

Eu (LRT)

Ea

POINT TYPE

POB/PS

PC

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PΤ

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PΙ

PΤ

POE

POINT TYPE

POB/PS

PC

ΡI

PT

PC

PΙ

PCC

REVISIONS

STATION

0+00.00

0+02.31

0+13.94

0+25.45

0+70.84

1+09.83

3+20.10

3+78.02

4+23.11

4+44.63

4+66.13

4+66.87

STATION

0+00.00

0+26.07

0+85.37

1+30.89

3+42.33

4+01.20

4+46.52

NORTHING

1841519.654

1841519.630

1841519.505

1841522.295

1841533.185

1841574.715

1841767.093

1841820.077

1841820.985

1841821.323

1841820.189

1841820.150

NORTHING

1841507.252

1841506.941

1841506.234

1841560.483

1841753.912

1841807.773

1841807.360

EASTING

6278906.214

6278908.525

6278920.154

6278931.444

6278975.510

6278993.833

6279078.710

6279102.087

6279159.992

6279181.507

6279202.995

6279203.733

EASTING

6278893.003

6278919.072

6278978.366

6279002.312

6279087.691

6279111.465

6279170.339

6279186.944

6279203.537

DATE

			F);
POE/PT	4+	79.72	1841806.623
PI	4+6	53.12	1841807.244

BY CHK APRV

70% SUBMITTA

	DESIGNED BY J.K. ANDRES	DATE 04/21	
	DRAWN BY		
۸ı	M.R. GRANADO	04/21	
٩L	CHECKED BY		
TION	R. BOLEY	04/21	
	PRJ. ENG.		
	G. MCKEE	04/21	

WESTBOUND ALIGNMENT GEOMETRY TABLE

LEFT

LEFT

RIGHT

EASTBOUND ALIGNMENT GEOMETRY TABLE

LEFT

RIGHT

RIGHT

DELTA/ BEARING

S 89°23′16" E

14°29′38"

52°18′41"

N 23°48′26" E

65°17′39"

3°55′09"

S 86°58′46" E

DELTA/ BEARING

S 89°19′00" E

66°52′00"

N 23°49′00" E

66°35′07"

1°44′18"

RADIUS (FEET)

91.45

92.43

90.39

628.92

RADIUS (FEET)

89.82

89.65

1094.59

Dc (D°M′S")

62°38′59"

61°59′21"

63°23′13"

9°06′37"

Dc (D°M′S")

63°47′28"

63°54′28"

5°14′04"

LENGTH (FEET)

2.31

23.14

84.39

210.27

103.01

43.02

0.74

LENGTH (FEET)

26.07

104.82

211.43

104.19

33.21

(LRT)

(LRT)

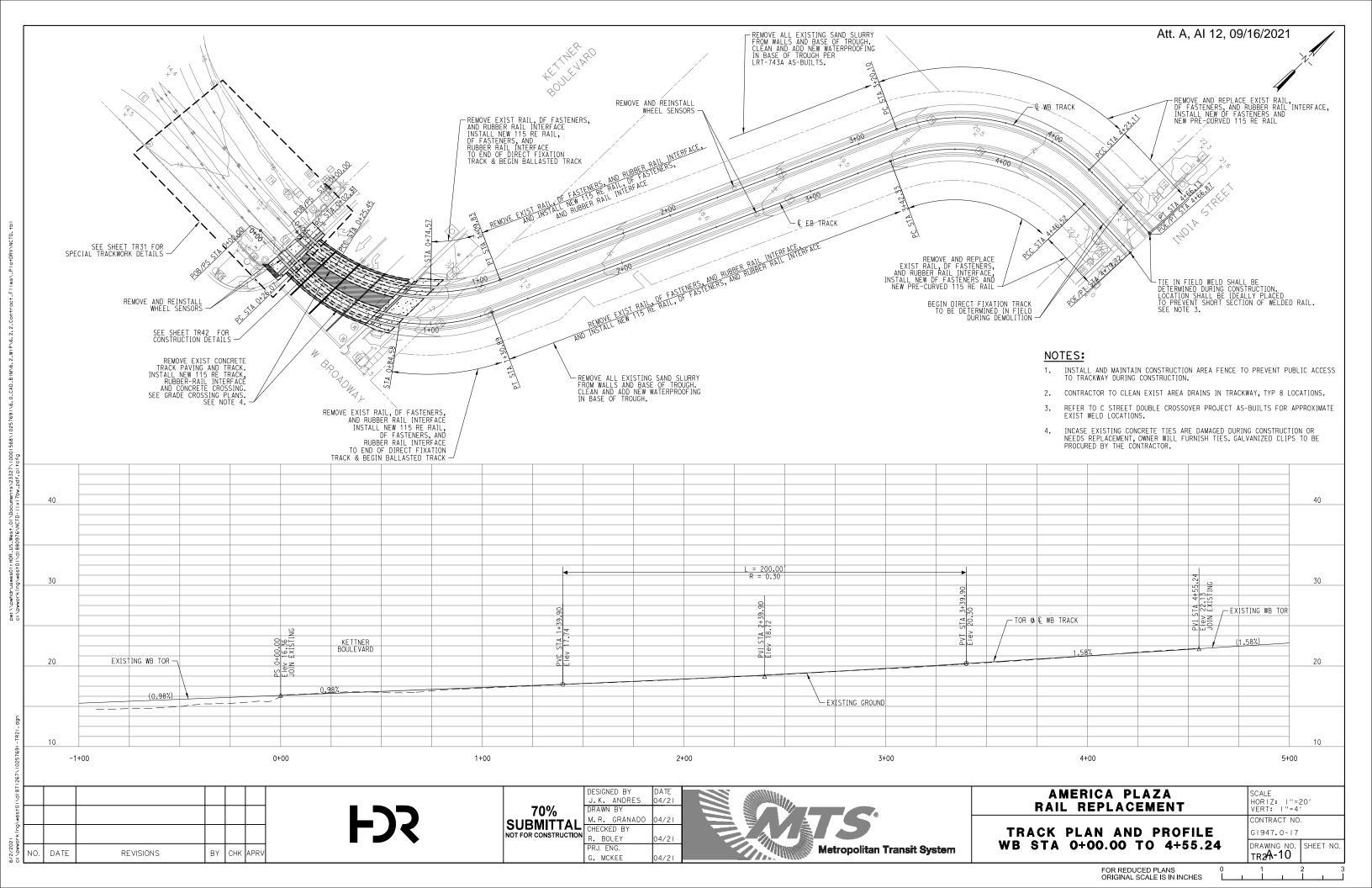
Ea

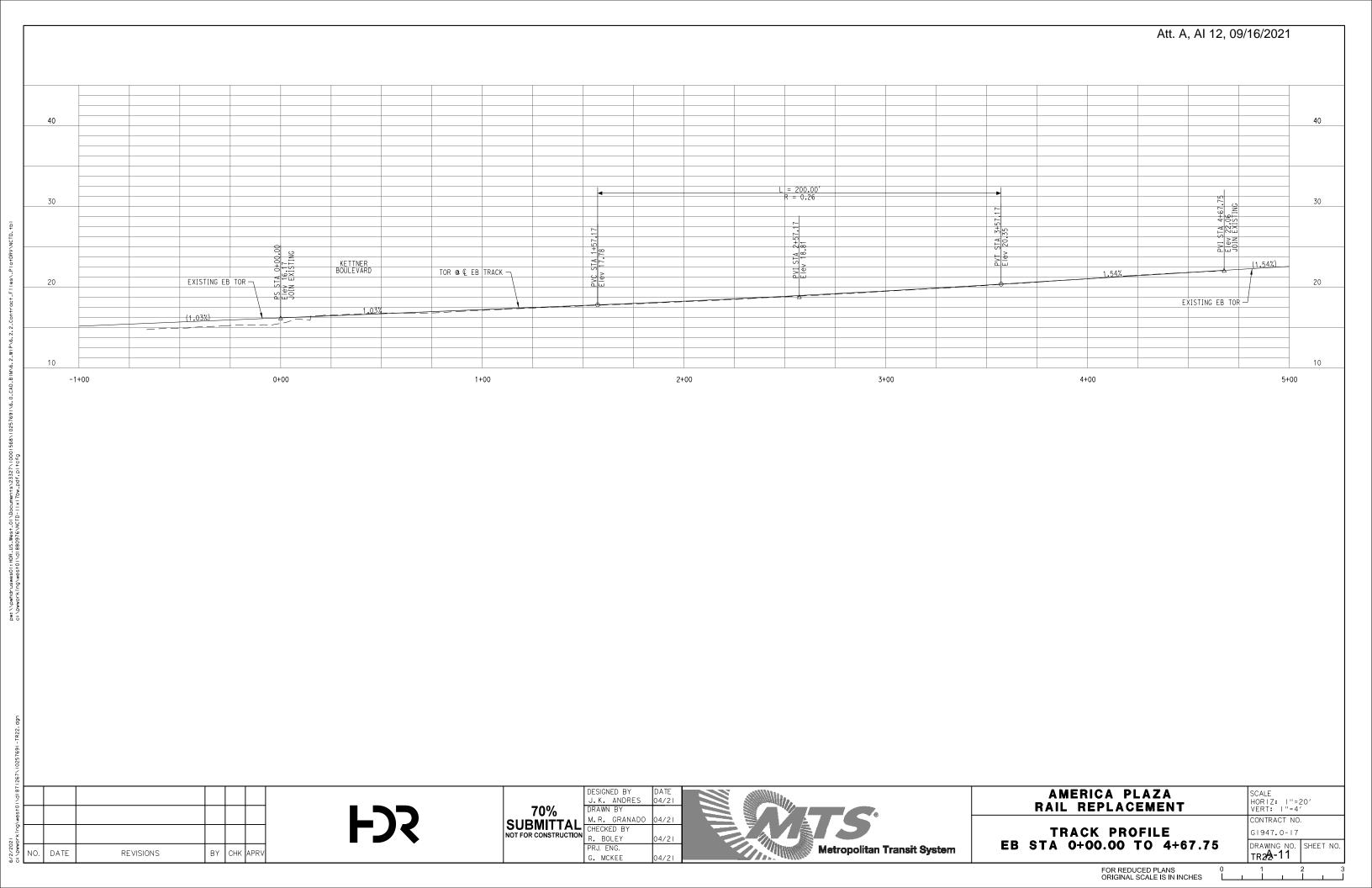


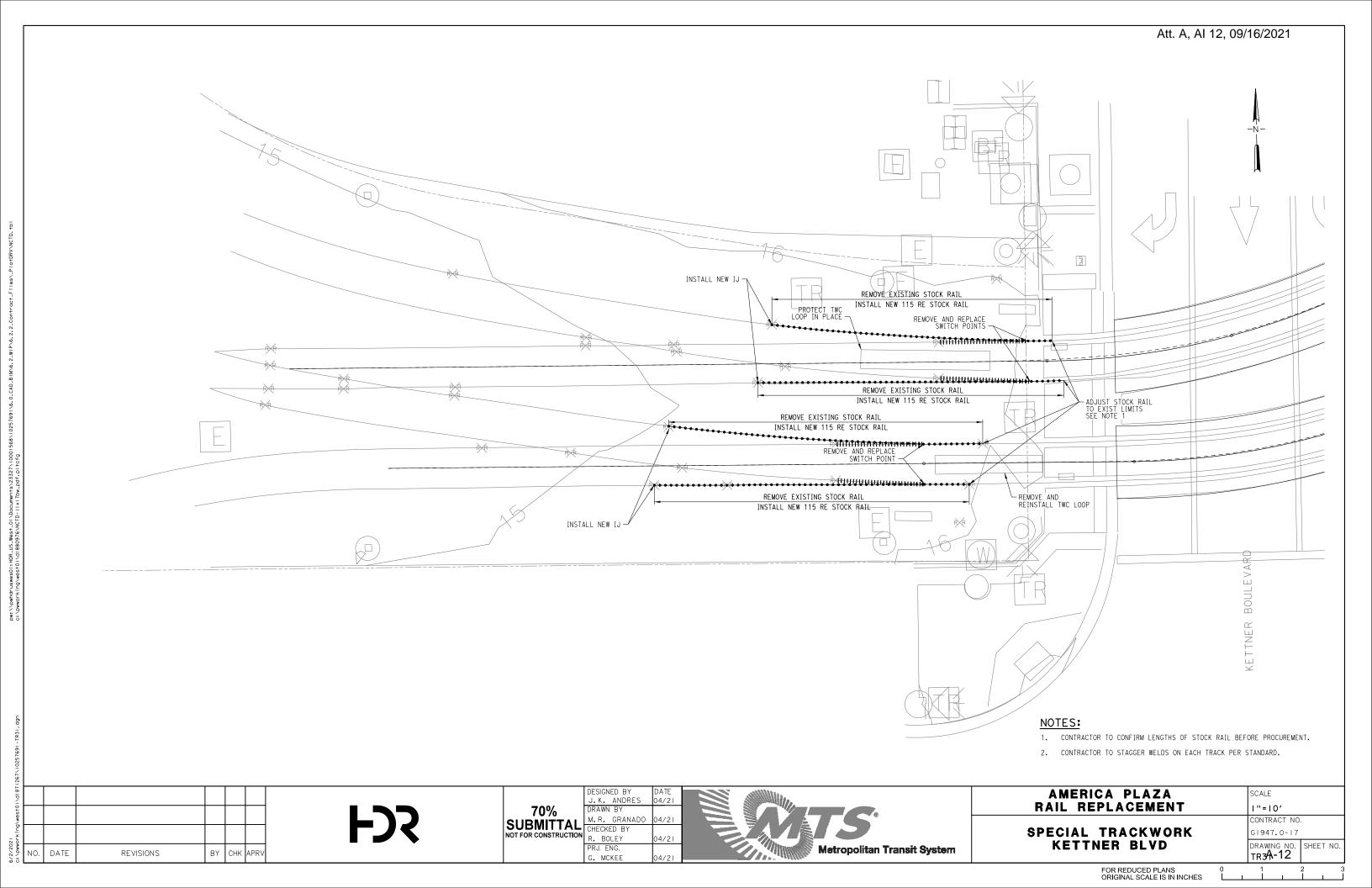
AMI	ERICA	PLAZA
RAIL	REPL	ACEMENT

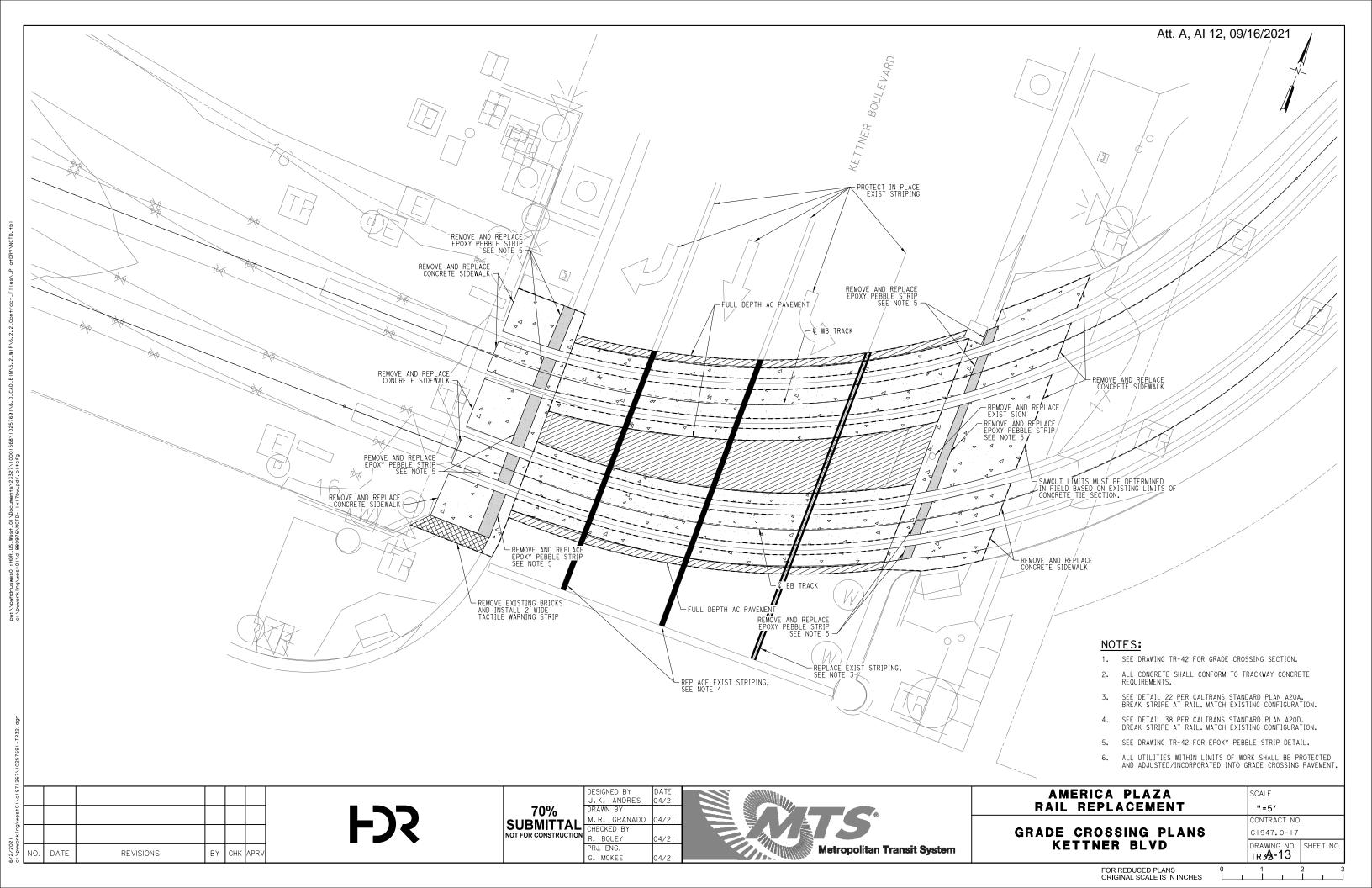
TRACK	GEOMETRY
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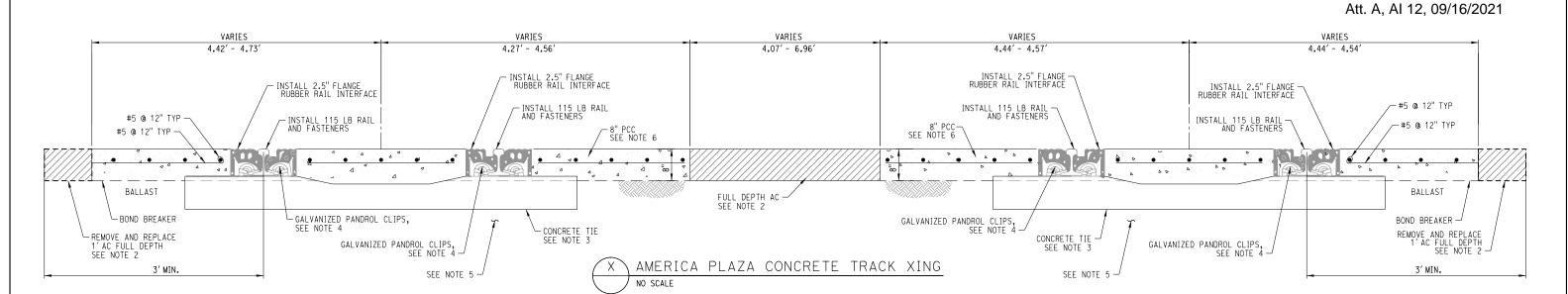
SCALE	
NTS	
CONTRACT NO.	
G1947.0-17	
DRAWING NO.	SHEET NO.
TRIIA-9	

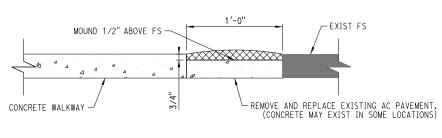














NOTES:

- 1. SEE REFERENCED DRAWING LRT-743A, RIGID CLIP DF FASTENERS DETAIL FOR TYPICAL SECTION WITHIN DIRECT FIXATION LIMITS.
- 2. HOT MIX ASPHALT SHALL BE TYPE B AND PRODUCED FROM COMMERCIAL OUALITY 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
- 3. INSTALL NEW PADS AND INSULATORS ON OWNER FURNISHED TIES.
- 4. FOR ALL RAIL CLIPS AND RUBBER RAIL INTERFACE ASSEMBLIES, SEE REFERENCE DRAWING RAC0159.
- 5. ASSUME 9-INCH BALLAST DEPTH UNDER TIES. STAY ABOVE HARDPAN.
- 6. 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 DEPUTED.
- 7. 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.

8. 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:

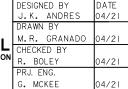
MANUFACTURER: L.M. SCHOFIELD COMPANY (OR APPROVED EQUAL) SERIES: CHROMIX INTEGRAL COLOR ADMIXTURE COLOR: C-14 FRENCH GRAY

CURING: SCHOFILED 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.

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wes to						
2						
: 1	NO.	DATE	REVISIONS	BY	СНК	APRV

70% SUBMITTAL NOT FOR CONSTRUCTION R. BOLEY

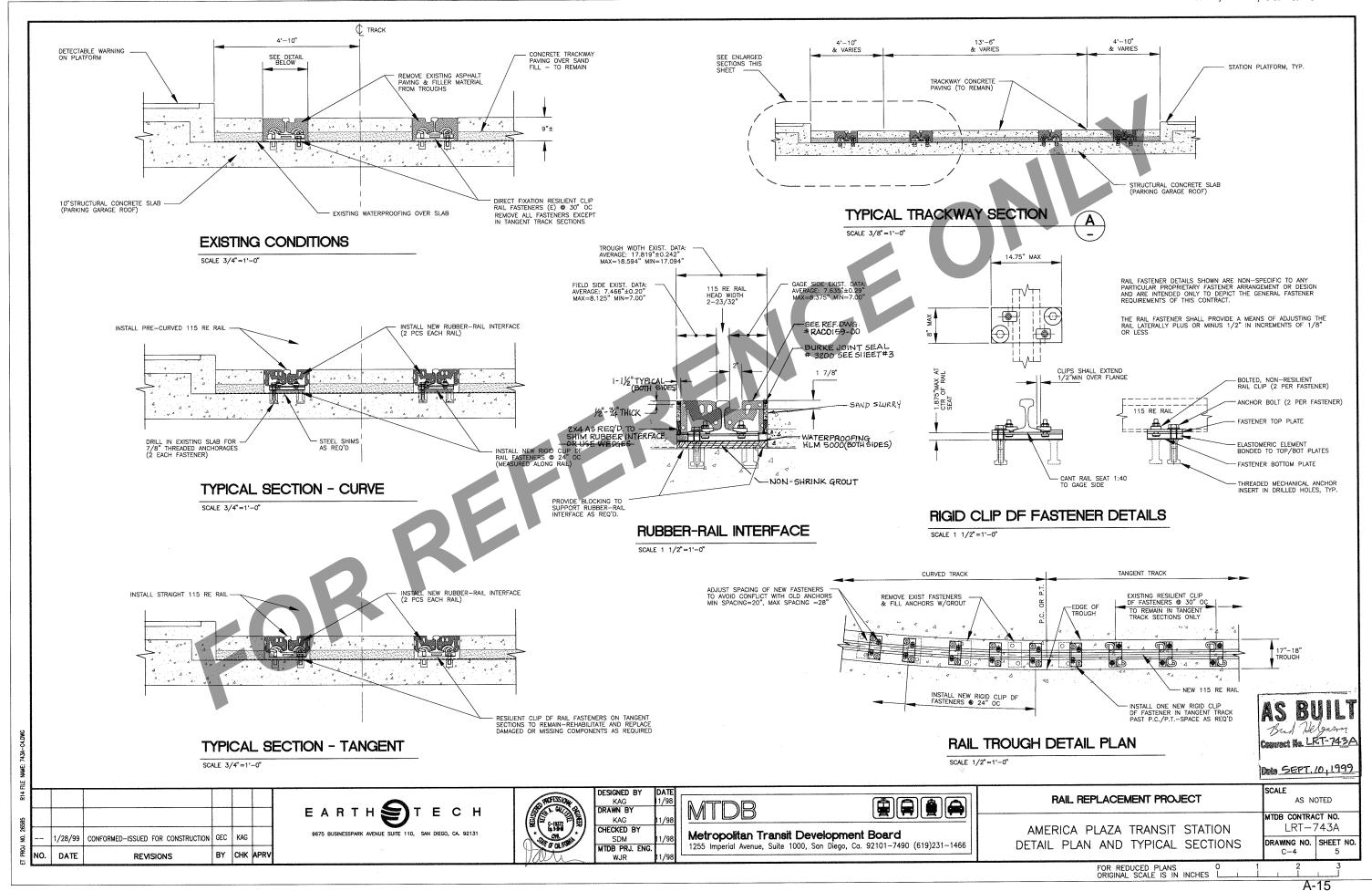


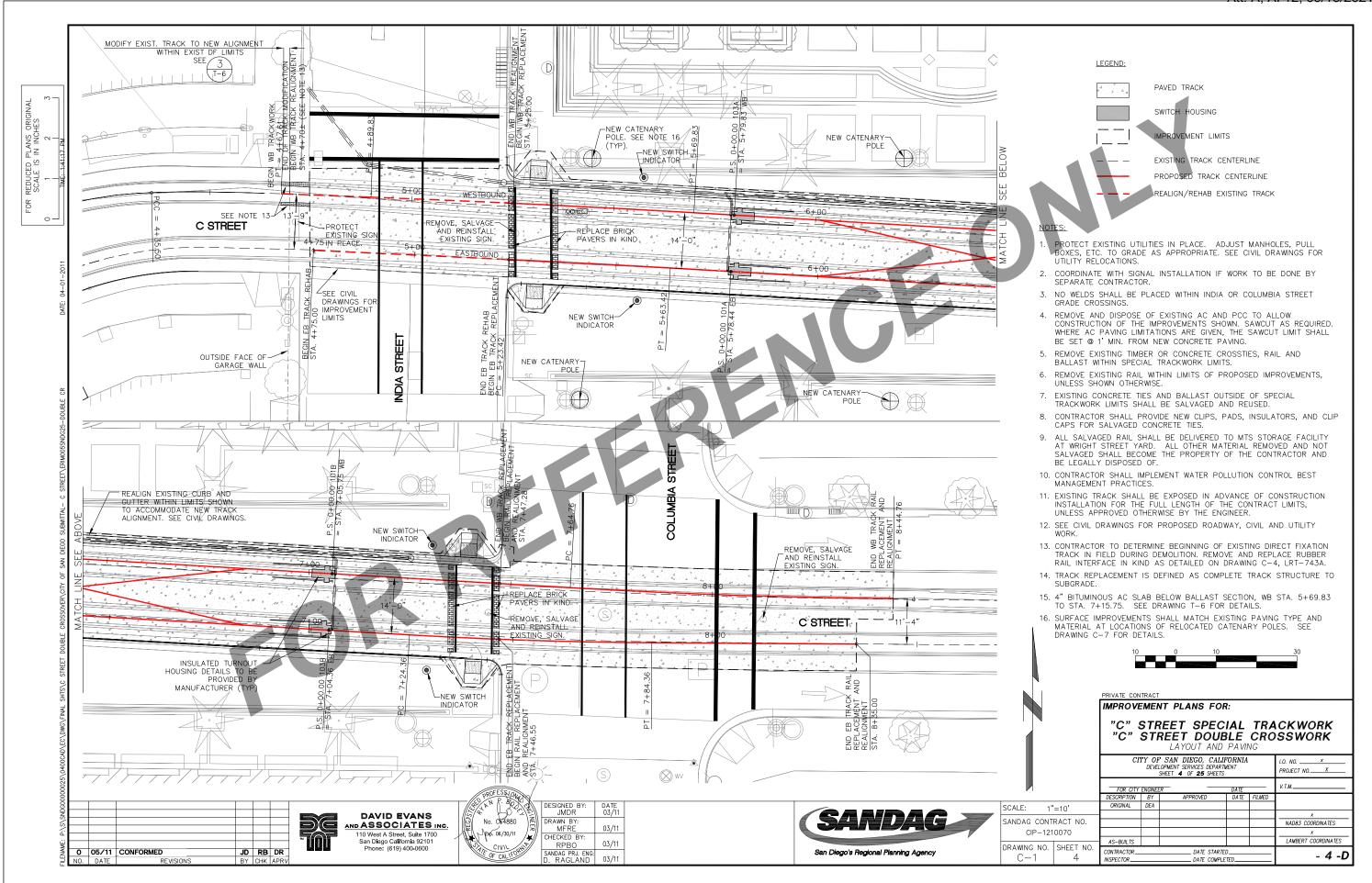


AMI	ERICA	PLAZA	
RAIL	REPL.	ACEMENT	

CONSTRUCTION DETAILS

SCALE	
NTS	
CONTRACT NO	
G1947.0-17	
drawing no.	SHEET NO





CORE DRILL 2"

2 IN. GRS

----- CONDUIT

ROOF MOUNTED JUNCTION BOX

2 IN. SCH 40 PVC (* NO. OF CONDUITS)

4 IN. SCH 40 PVC (# NO. OF CONDUITS) (# NO. OF CONDUITS)

INSTRUMENT ENCLOSURE (CASE OR HOUSE)

POLE JCT. BOX (EXISTING)

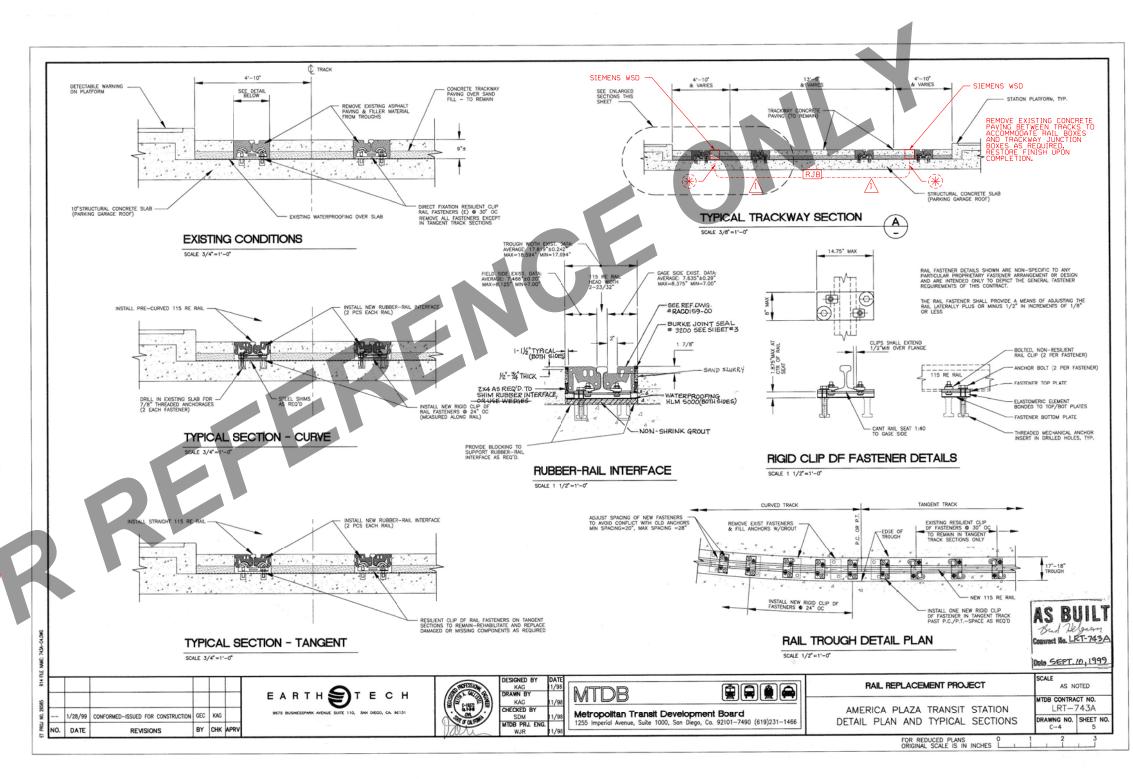
FB FIBER CABLE PULL BOX (EXISTING)

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.
- 2. CONDUIT INSTALLATION SHALL BE IN ACCORDANCE WITH THE
- 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.
- 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.
- 8. SPARE CONDUIT ENDS SHALL BE CAPPED TO PREVENT ACCESS BY RODENTS OR DEBRIS. CONDUITS IN PULL BOXES AND ENCLOSURE CONTAINING CABLE AND WIRE SHALL BE SEALED WITH AN APPRO
- PULL BOX DIMENSIONS SHOWN ARE MINIMUM CONTRACTOR SHALL FURNISH LARGER PULL MINIMUM CABLE BEND RADIUS AND CONDUIT REQUIREMENTS. MINIMUM DISTANCE VEASOR THE TOP TO THE BOX TO THE BOTTOM EDGE

P3 = 36 INCHES

10. UNDERGROUND GARAGE CONDUIT IS GRS 2" MINIMUM.



RED = FIELD INSTALL YELLOW = OUT

AP MM JAP 05/27/11 | CONFORMED PLAN SET REVISIONS BY CHK APR

PACIFIC RAILWAY ENTERPRISES, INC.

3560 University Avenue, Suite F

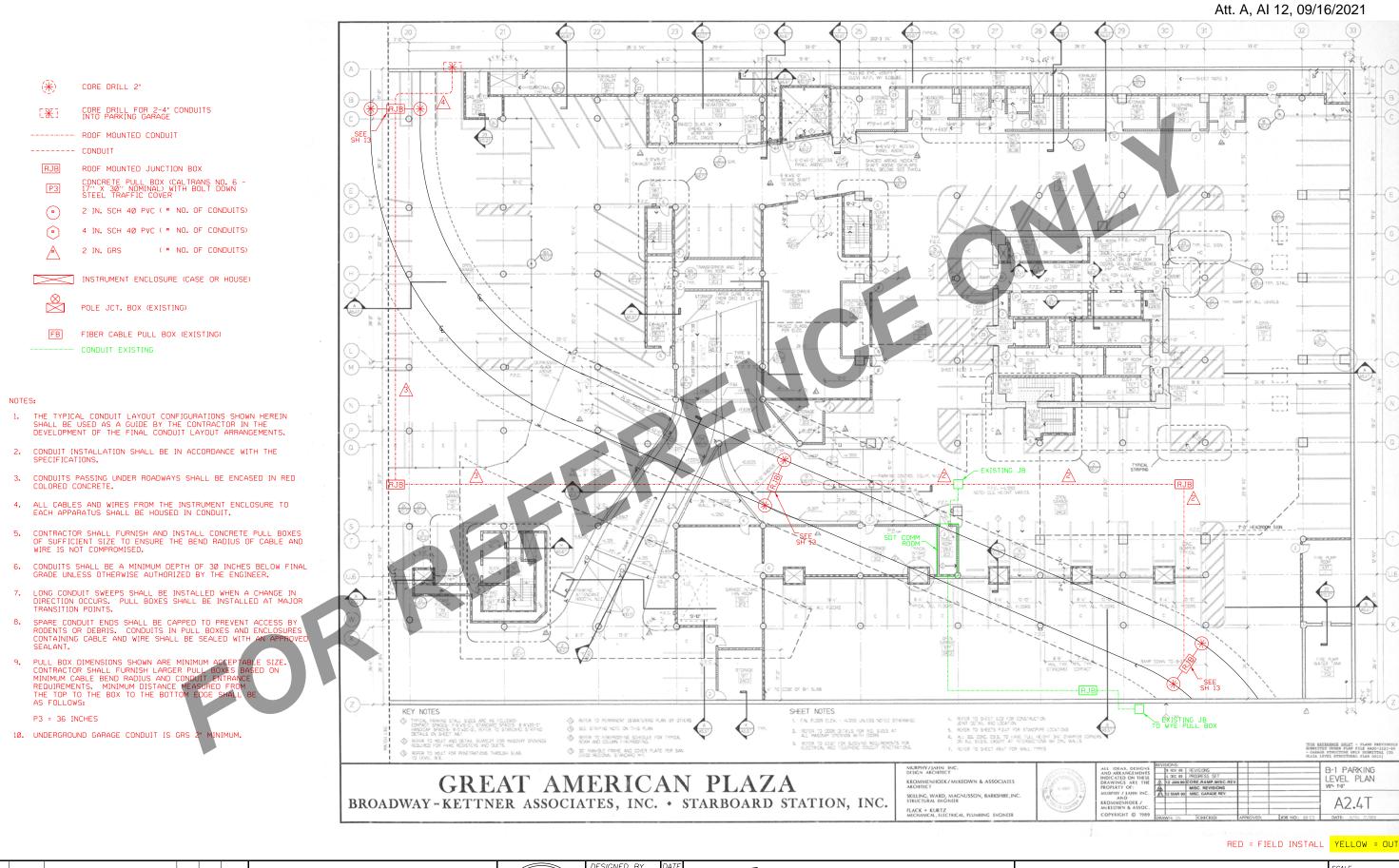
Riverside, California 92501

PROFESSION AL STATE A POPPE STATE OF THE STATE A POPPE S
ELECTRICAL PORMY

	DESIGNED BY	DATE	
	MM	5/11	
	DRAWN BY		
E [[]	AP	5/11	
7.11	CHECKED BY		
/*//	JLH	5/11	
<i>``\</i>	PRJ. ENG.		
/	JAP	5/11	



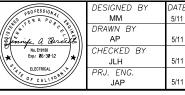
"C" STREET CROSSOVERS	N.T.	S.
C STREET INTERLOCKING Detail plan & typical sections	CIP 12	10070
SH. 23 OF 23		SHEET NO. S-29



	05/27/11	CONFORMED PLAN SET	AP	ММ	JAP
NO.	DATE	REVISIONS	BY	СНК	APRV



Riverside, California 92501





"C" STREET CROSSOVERS

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

SCALE

N.T.S.

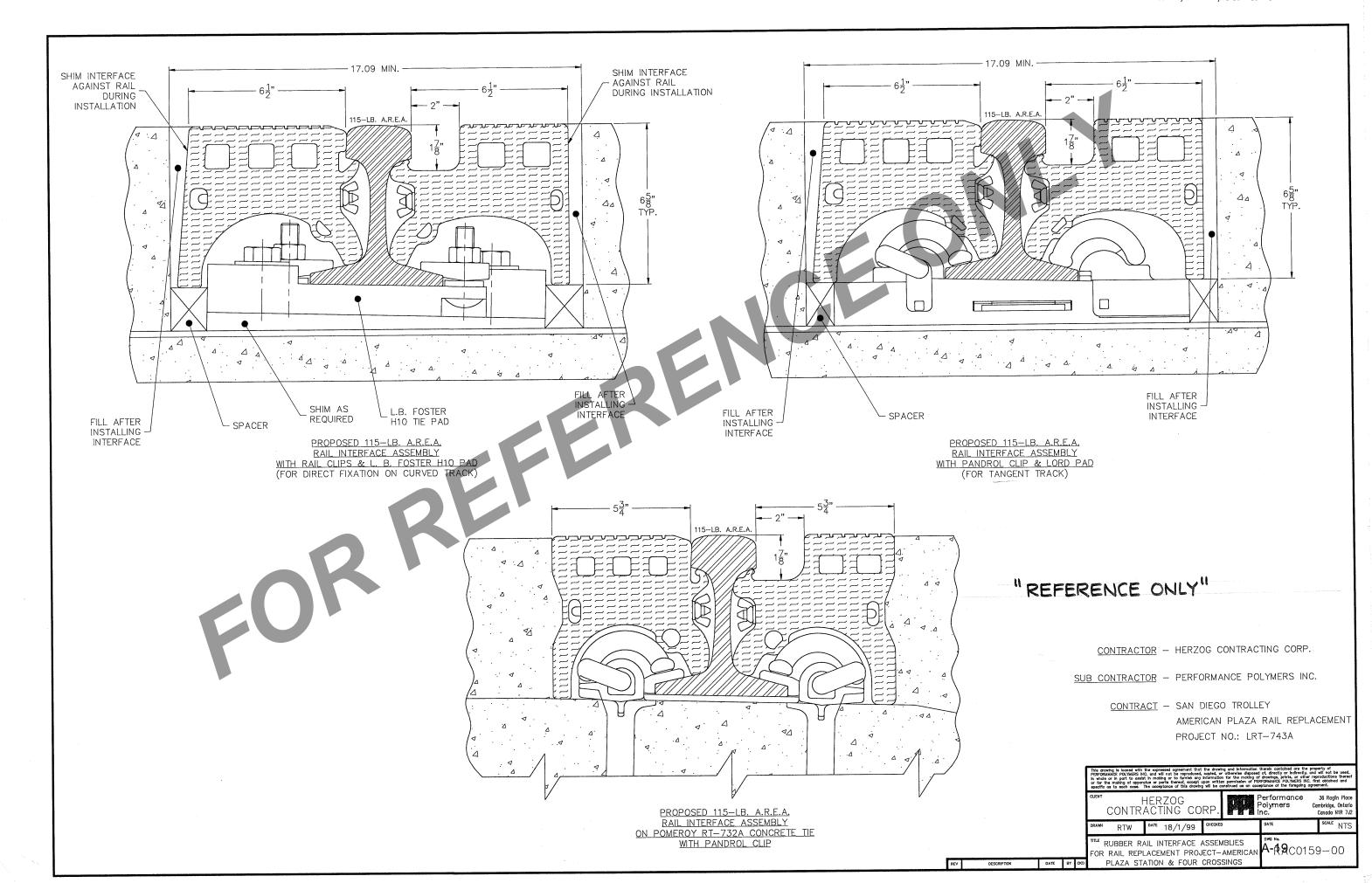
CONTRACT NO.

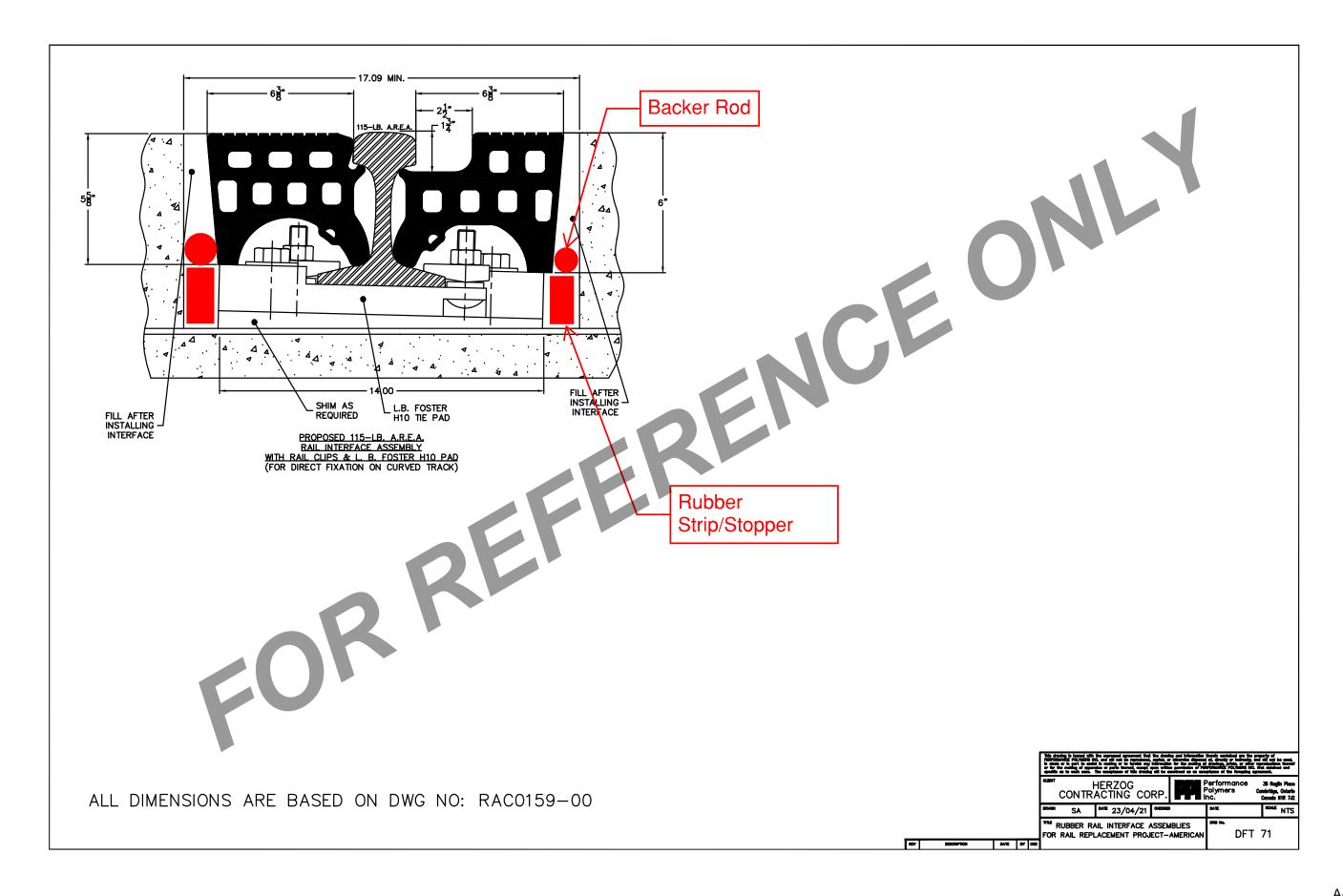
CIP 1210070

DRAWING NO. SHEET NO.

S-28

A=128







American Plaza Rail Replacement Project 70% Draft Cost Estimate



LINE NO.	ITEM	ESTIMATED QUANTITY	UNIT
	Track		
1.	Remove Existing Track (Ballasted)	150	TF
2.	Remove Existing Direct Fixation Rail	787	TF
3.	Remove Existing Birect Fixation Hall 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-Cuved)	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 (Reslient @ 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
	Special Trackwork		
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
	At-Grade Crossing		
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
	Traffic Control		
29.	Traffic Control	1	ALLOV
	Temporary Storm Water Pollution Control		
30.	Temporary Storm Water Pollution Control	1	ALLOV
	Signaling		
31.	Remove and Reinstall Wheel Sensors	4	EA
	Sub-Total Base Construction Estimate		

EXHIBIT B (Cost Breakdown)



Att. A 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
		Proposal Total:	\$51,721.15
		The Percentage of Non Pre-Priced on this Proposal:	0.00%

Print Date: 08/23/2021 17:28:16 AM PST



Att. A 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

2019 - RR Construction - Herzog - Option 1 **Contract Name:**

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					
	Accepted	•		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	EA	12,000.00 x	\$1.00	Х	1.0000	=	\$12,000.00
Labor Exclud	ded Eq	uipment Exclu	ded						\$12,000.00
	User Note:	**To cover the	remain	ing cost of the H10 pads**					
	Item Note:	\$1.00. Insert t 125 = \$125.00 comment in th	he appr) Reimb e "note'	ill be paid to the contractor opriate quantity to adjust the ursable Fee). If there are re block to identify the Reim opedited shipping costs, etc.	ne base cost to nultiple Reimbu bursable Fee (e	the ac rsable e.g. sic	tual Reimbur Fees, list ea dewalk closur	rsable Fee (ach one sepa re, road cut,	e.g. quantity of arately and add a various permits,
	Owner Comments:	:							
Con	tractor Comments								

Contractor Comments:

Price Proposal Details Report Page 2 of 3 Print Date: 08/23/2021 17:28:16 AM PST



Att. A 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 Transp	ortation									\$39,721.15
2	341113230060		EA	Direct Fixation Fastener	As	sembly For A	ll Rail	Sizes		
	Accepted	-		Quantity	Х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	200.00	X	\$249.90	Х	1.0137	=	\$50,664.73
										\$50,664.73
	User Note:			order quantity of H10 pad added to cover the unit c		of the H10 Pa	ıds**			
	Item Note:	Note: Includes	fasten	er with pad, concrete inse	rts,	bolts, spring	wash	ers and Pand	drol clips.	
	Owner Comments:									
Co	ntractor Comments:									
3	341113230060		EA	Direct Fixation Fastener	As	sembly For A	ll Rail	Sizes		
	Accepted	•		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	-68.00	X	\$158.76	Х	1.0137	=	-\$10,943.58
Labor Exclu	ded Equ	ipment Exclud	ded							-\$10,943.58
	User Note:	(220) EA> (152) EA	F20R2, (68) EA differen	се					
	Item Note:	Note: Includes	fasten	er with pad, concrete inse	rts,	bolts, spring	wash	ers and Pand	drol clips.	
	Owner Comments:									
Co	ntractor Comments:									
									Total:	\$51,721.15
								Proposal	Total:	\$51,721.15
				The Percentage of	f N	lon Pre-Prio	ed o	n this Prop	oosal:	0.00%

Print Date: 08/23/2021 1:28:16 AM PST

EXHIBIT C (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, CA 92101



Date: 8/23/2021

Job Order Contracting

Subcontractor Report

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	Certifications	Subcontractor	%
		of Work (Trade)		Total	



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 Propose	er 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
Independent Cost Estimate (ICE)	\$770,674.15

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

Attachments: A. Draft Standard Agreement MTS Doc. No. PWG335.0-21

B. Scope of WorkC. 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 or by and between San Diego Metropolitan Transit Systollowing, hereinafter referred to as "Contractor":				
Name: Electro Specialty Systems	Address:	7940 Convoy	Court	
		San Diego	CA	92111
Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, etc.) Telephone: 858-571-7746	 Email :	City dan@ess4.ne	State et	Zip
Authorized person to sign contracts Daniel	Brault	F	President	
Na	me		Title	
The Contractor agrees to provide services with g Work/Technical Specification (Exhibit A), Contractor's with the Standard Agreement, including Standard CoD), and Forms (Exhibit E) and Forms (Exhibit D). The contract term is for up to (5) years effective OctoPayment terms shall be net 30 days from invoice da \$771,035.74 without the express written consent of M	s Cost/Pricing F nditions (Exhibi ber 1, 2021 thro te. The total co	Form (Exhibit E t C), Federal F ough Septemb ost of this cont	3), and in Requireme er 30, 202 ract shall	accordance ents (Exhibit 26. not exceed
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ELEC	TRO SPECIALT	Y SYSTEM	ИS
By: Sharon Cooney, Chief Executive Officer	Ву			
Approved as to form:				
By: Karen Landers, General Counsel	Title:			

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.
- 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 determination 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.
- 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.
- I. 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. 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

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

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

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

STANDARD AGREEMENT

FOR

MIS DOC. NO.	PWG335.0-21			
CCTV MAIN	TENANCE			
THIS AGREEMENT is entered into thisoby and between San Diego Metropolitan Transit Sy following, hereinafter referred to as "Contractor":				
Name:	Address:			
Form of Business: (Corporation, Partnership, Sole Proprietor, etc.) Telephone:	 Email : __	City	State	Zip
Authorized person to sign contractsNa	ıme		Title	
The Contractor agrees to provide services with getwork/Technical Specification (Exhibit A), Contractor's with the Standard Agreement, including Standard CoD), and Forms (Exhibit E) and Forms (Exhibit D). The contract term is for up to (5) years effective OctoPayment terms shall be net 30 days from invoice data without the supress written agrees to MTS.	s Cost/Pricing F nditions (Exhibit ober 1, 2021 thro	form (Exhib t C), Federa ough Septer	it B), and in a al Requiremer mber 30, 2026	ccordance nts (Exhibit
without the express written consent of MTS. SAN DIEGO METROPOLITAN TRANSIT SYSTEM				
By: Sharon Cooney, Chief Executive Officer Approved as to form:	Ву			
By:	Title:			
Karen Landers, General Counsel				

Cost Summary

	MTS ICE	ADT, LLC	Birdi & Associates, Inc.	Electro Sp	ecialty Systems	TRL Systems, Inc.
Yr 1	\$145,160.00	\$438,518.00	\$237,350.00		\$150,260.00	\$286,160.00
Yr 2	\$149,514.80	\$451,673.30	\$243,543.50	FO/ magricum an	\$156,210.00	\$288,873.00
Yr 3	\$154,000.24	\$465,224.70	\$249,919.65	5% markup on	\$162,202.50	\$291,640.00
Yr 4	\$158,620.25	\$479,180.00	\$256,496.17	materials	\$169,069.63	\$294,463.00
Yr 5	\$163,378.86	\$493,555.50	\$263,262.47		\$175,983.61	\$297,342.00
	\$770,674.15	\$2,328,151.50	\$1,250,571.79		\$813,725.74	\$1,458,478.00
Compared to ICE	\$0.00	\$1,557,477.35	\$479,897.64		\$43,051.59	\$687,803.85
				18% markup on materials	\$142,300.00 \$148,170.00 \$154,122.50 \$160,159.63 \$166,283.61 \$771,035.74	

Compared to ICE

\$361.59

Attachment 1 REVISED COST PROPOSAL CCTV MAINTENANCE PWG335.0-21

PROPOSER NAME: __Electro Specialty Systems_

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 (E	ffec	tive Oct 2021)		Year 2 (E	ffec	ctive Oct 2022)	Year 3 (Effective Oct 2023) Year 4 (Effective Oct 2024)		Year 3 (Effective Oct 2023)			Year 5 (E	Effe	ctive Oct 2025)			
H	Hourly Rate		Extended Total	Но	urly Rate		Extended Total	Н	ourly Rate		Extended Total	Н	ourly Rate	Extended Total	Н	ourly Rate		Extended Total
9	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
9	3 122.00	\$	4,880.00	\$	128.00	\$	5,120.00	\$	135.00	\$	5,400.00	\$	142.00	\$ 5,680.00	\$	150.00	\$	6,000.00
9,	38.00	\$	5,520.00	\$	145.00	\$	5,800.00	\$	152.00	\$	6,080.00	\$	160.00	\$ 6,400.00	\$	168.00	\$	6,720.00
		\$	89,900.00			\$	94,920.00			\$	99,980.00			\$ 105,080.00			\$	110,220.00

MATERIALS	Estimated Materials	
Mark-up % on materials/supplies. MTS estimates to spend \$30,000 annually.	\$	30,000

*Markup %	*Extended Total (Markup \$total + \$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
Lumpsum amount for a complete total CCTV system inspection/cleaning. This is an annual service.

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

\$ 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.

OVERALL TOTAL

L	\$ 771,035.74
Yr 5	\$ 166,283.61
Yr 4	\$ 160,159.63
Yr 3	\$ 154,122.50
Yr 2	\$ 148,170.00
Yr 1	\$ 142,300.00

ESS (5% Markup) - INITIAL PROPO	SAL
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 (E	Year 1 (Effective Oct 2021)		Year 2 (Effective Oct 2022)			Year 3 (Effective Oct 2023)			iffective Oct 2024)	Year 5 (Effective Oct 2025)			
Hourly Rate	Extended Total	Hourly Rate	Extended Total	Н	lourly 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	 nated Annual rials 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 larkup \$total + \$30,000)	*Markup %	xtended Total arkup \$total + \$30,000)	*N	/larkup %	Extended Total larkup \$total + \$30,000)	*Markup %	(Ma	tended Total rkup \$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-Inclu	sive Amount	All-Inc	clusive Amount		ll-Inclusive Amount		All-Incl	usive Amount	P	All-Inclusive Amount
	\$	17,000.00	\$	17,850.00	\$	18,742.50		\$	19,679.63	\$	20,663.61

ANNUAL TOTALS			\$	150,260.00	
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\$ 150,260.00 \$ 156,210.0	\$ 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



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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 Genaration (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 costeffective 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.

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

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, <u>Julia.Tuer@sdmts.com</u>

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	S (day of	, 2022 ii	n the State	of California
by and between San Diego Metropoli	tan Transit Sy	stem ("MTS	s"), a California i	public agei	ncy, and the
following, hereinafter referred to as "Co	•	,			
•				_	
Name: <u>AT&T Corp.</u>		Address:	2700, Watt Av	<u>renue, Roo</u>	m 1213
			Sacramento, C	A 95	821
Form of Business: Corporation			City	State	Zip
(Corporation, Partnership, Sole Pro	oprietor, etc.)	Email:			·
Telephone:					
Authorized person to sign contracts					
<u>-</u>	Nam	е		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 asneeded 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.
Ву:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
Ву:	Title:
Karen Landers, General Counsel	



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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, <u>Julia.Tuer@sdmts.com</u>

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

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.

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
- Provide QA/QC on all deliverables. 1.4
- 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
- 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

٧. **DELIVERABLES**

Quarterly monitoring reports.

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Tasks Schedule

Task **Begin/End Dates** September 2021

Survey Enterprise & Rio Vista Wall

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

Milestone/Deliverable	Due Date	
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. <u>DEFICIENT WORK PRODUCT:</u>

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? X Yes LI 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 A	Applical Or	ble, Se ne)	lect					
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs		
			х	HNTB	212.0	\$32,971.60		
х				Aguirre and Associates	450.0	\$78,794.48		

Totals = 662.0 \$111,766.08

Work Order Estimate Summary

Work Order Title: Enterprise and Rio Vista Wall Survey

Total Hours = 212 \$32,971.60 Total Costs =

Consultant/Subconsultant: HNTB

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

Attachment: В

			ODCs (See	Contract Manager	Project Engineer Nick Brzezinski	Engineer II, Audrey Edney	Senior Engineer I (Structural)	Engineer I (Structural)			Designer	Accounting/ Admin		Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description	Attachment)	\$ 293.18	\$ 161.69	\$ 113.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128.88	\$ -		
1	Task 1	Project Management and Coordination													
	1.1 PM	Project Management and Coordination	\$1,800.00	2	40							64		106	\$17,102.28
	1.2 Meetings - kick	c off mooting	φ1,000.00	2	40							04		6	\$1,233.12
	1.3 Schedule	Confineeting		2	48									48	\$7,761.12
	1.4 QAQC				16									16	\$2,587.04
	ROE Permit an	nd Work Plan			4	32								36	\$4,288.04
					·										ψ :,=σσ:σ :
		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) = Subtotals (Costs) =													
		Totals (Summary) =											ſ	212	\$32,971.60
			N/A	4	112	32						64	L	212	, , , , , , , , , , , , , , , , , , , ,
		Total (Costs) =	\$1,800.00	\$1,172.72	\$18,109.28							\$8,248.32			\$32,971.60
			N/A	2%	53%	15%						30%		100%	
		Percentage of Total (Costs) =	5%	4%	55%	11%						25%			100%

Consultant/ Subconsultant:	нитв	Contract No:	G1948.0-17
		Task Order No.	WOA1948-AE-67
Work Order Title:	Enterprise and Rio Vista Wall Survey	Attachment:	В

TASKS/WBS (1-5)

ODC				1	Task 1	Task 2		Task 3		Task 4		Task 5	
Item	Description	Unit	Unit Cost	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 =	\$1,800.00	Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC												1	Γotals
Item	Description	Quantity	Total	Quantity	Total								
1	Printing											100	\$100.00
2	RPLI											1	\$1,700.00
3	ROE Permit Fee												
4													
5												1	
6													
7													
8													
9													
10												1	
		0		0.4444] 0.4444.		0		0			£4 000 00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$1,800.00

Work Order Estimate

450 Total Hours = \$78,794.48 Total Costs =

Summary
Consultant/Subconsultant: Aguirre and Associates

MTS Doc. No.: Work Order No.:

G1948.0-17 WOA1948-AE-66

В Attachment:

Work Order Title: Enterprise and Rio Vista Wall Survey

			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 Descr	ription		\$ 185.84	\$ 148.35	\$ 201.06	\$ 203.16	\$ 102.09	\$ -	\$ -	\$ -	\$ - \$ -		
	Task 1 Project Management and Coo	rdination								I				
	1.2 Meetings - Kick off meeting			4	4								8	\$1,336.76
	1.3 Schedule			4	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
		ubtotals (Hours) =		4	28	8	8	1	II.	1	1		48	\$8,230.92
		Subtotals (Costs) =		\$743.36	\$4,153.80	\$1,608.48	\$1,625.28						48	\$8,130.92
	Task 2 Preparation and Execution of	HRA				ı		Г	<u> </u>	1	T			
	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 32	64	64	32					178	\$31,882.24
	Provide quarterly reporting				32								32	\$4,747.20
		ubtotals (Hours) =		6	76	128	128	64					402	\$70,663.56
	S	Subtotals (Costs) =		\$1,115.04	\$11,274.60	\$25,735.68	\$26,004.48	\$6,533.76					402	\$70,663.56
													(1 l	<u> </u>
	Totals (Summary) =		N 1/A				400	•					450	\$78,794.48
	Total (Hours) =		N/A	10	104	136	136						450	Ф 7 0 004 40
	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) =		13// 1	2%	20%	35%		8%					1070	65%
	. 5.75			= 70	_570	2070		3,0						2370

Consultant/ Subconsultant:	TRUE	Contract No:	G1948.0-17
		Task Order No.	WOA1948-AE-67
Work Order Title:	Enterprise and Rio Vista Wall Survey	Attachment:	В

TASKS/WBS (1-5)

ODC			Task 1			Task 2	Task 3		Task 4		Task 5		
Item	Description	Unit	Unit Cost	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)

												Т-	otals
ODC Item													
item	Description	Quantity	Total	Quantity	Total								
1	Printing											100	\$100.00
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtatal -		Cubtotal -		Cubtatal -		Subtatal -		Cubtotal -		Totala -	\$100.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$100.0



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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	\$0.00
Impacts/Payment Structure Adjustment)	φυ.υυ
Ratify Amendment 3 (Pass-Through DriveCam	\$23,486.40
Lease costs for Paratransit Minivans)	ΨZ3,400.40
Approve Amendment 4 (Purchase Mobile Lift Set)	\$49,507.24
New Board Approved Amount	\$179,466,245.74









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	
TOTAL:	\$49,507.24	

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

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
MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES

MTS Doc No. B0703.1-19

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

Brad Thomas, President

First Transit, Inc.

Date:

Agreed:

te: 10 - 72 - 3

Enclosure(s): Stertil-Koni Quote #2280

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

888



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
ST1085 MODEL 4, WIRELESS CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS	1	\$42,255.63	\$42,255.63
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)			
	Sul	btotal	\$42,255.63
	Shi	pping	\$1,850.00
San	Diego, C (7	A Tax 7.75%)	\$3,274.81
	Tota	al Due	\$47,380.44 USD

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@stertil-koni.com and latrice@stertil-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:

Enclosure(s): Attachment 1 - Cost allocation spreadsheet

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

No Rideshare So	cenario			Percentage I	Decrease to February	63.7%	53.1%	39.3%	21.5%	-1.5%	
(enter "Rideshare" or "No Rideshare" RH / Operator	103.9	64.4	82.7	104.9	135.5	95.3	97.5	89.0	92.4	94.9	
	February	March	April	May		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. Add: Furlough Revenue	(23,441.50)	(14,240.50)	616.00 49,060.98	980.00 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	- 9 401 22	- 9 401 22	51,623.19	52,717.89	52,717.89	34,041.19	25,541.79	11,651.25	78.55	4 505 50	FA9/ FA9/
Uniforms: Office Supplies	8,491.32 3,707.22	8,491.32 3,707.22	4,245.66 3,707.22	4,245.66 3,707.22	4,245.66 3,707.22	4,585.59	4,585.59	4,585.59	4,585.59 -	4,585.59	50% 50%
non-revenue vehicle fuel	3,707.22 4,143.65	3,707.22 4,143.65	3,707.22 4,143.65	4,143.65	3,707.22 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	0/0
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: Manager of Operations:	9,218.61 11,214.88	9,218.61 11,214.88	9,218.61 11,214.88	9,218.61 11,214.88	9,218.61 11,214.88	11,212.80 14,066.80	11,212.80 14,066.80	11,212.80 14,066.80	11,212.80 14,066.80	11,212.80 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: Maintenance	2,634.16 871.64	2,634.16 871.64	2,634.16 871.64	2,634.16 871.64	2,634.16 871.64	623.08 8,176.72	623.08 8,176.72	623.08 8,176.72	623.08 8,176.72	623.08 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 Performance Bond	4,456.83 659.97	4,456.83 659.97	4,456.83 659.97	4,456.83 659.97	4,456.83 659.97	750.00 -	750.00 -	750.00 -	750.00 -	750.00	
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	-,2.52		22,223.00			1,265.00	1,265.00	1,265.00	1,265.00	1,265.00	1370
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 Environmental Expenses / Permits						1,331.67 750.75	1,331.67 750.75	1,331.67 750.75	1,331.67 750.75	1,331.67 750.75	
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 Taxi Admin Fee						14,020.92	14,020.92 -	14,020.92 -	14,020.92 -	14,020.92	
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
Table 10 Company Compa			40.050.00	40.000.00	F2 747 00	450.044.40	455 544 70	402 554 25	452.070.55	462.000.00
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 Average of Scenarios	162,000.00 160,000.00
								L	Average of Section 103	100,000.00
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 (min5 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 (min5 FTE):	1,702.62	1,702.62	1,702.62	1,702.62	1,702.62	4,071.08	4,071.06	4,071.06	4,071.06	4,071.00
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):	2 222 24	2.000.01	2.000.01	2.000.01	2.000.01	-	2 004 04	-	-	- 2.004.04
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
Furloughed Employees (FTE)	1	ı	1	1	1					
Vehicle Operators:	-	-	98	98	98	72	57	27	2	(31)
Vehicle Operator Trainers:										

Vehicle Operator Trainers: Vehicle Operator Supervisors: Window Supervisors: Road Supervisor: Clerical: Reservationists:

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 (min5 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

	Feb	Mar	Apr	
Vehicle Operators:				98
Vehicle Operator Ti	rainers:			
Vehicle Operator Su	pervisors:			
Window Supervisor	s:			
Road Supervisor:				0
Clerical:				
Reservationists:				9

							1		1	
Schedulers:	-	-	1	1	1	2		_		-
Dispatchers:	-	-	4	3	3	2	1	-	(1)	(2)
Dispatch Supervisor:	-	-	-	-	-	-	-	-	-	-
Customer Service Supervisor:	-	-	-	-	-	-	-	-	-	-
No-Show Clerk (min5 FTE):	-	-	-	-	-	-	-	-	-	-
Data Entry Personnel:	-	-	-	-	-	-	-	-	-	-
Service Workers:	-	-	-	-	-	-	-	-	-	-
Mechanics A:	-	-	-	-	ı	-	-	-	=	-
Mechanics B:	-	-	-	-	ı	-	-	-	=	-
Mechanics C:	-	-	-	-	-	-	-	-	-	-
Mechanic Supervisors:						-	-	-	-	-
Other: (Parts and IT Supervisor):						-	-	-	-	-
Clerk:	-	-	-	-	-	-	-	-	-	-
		_	1				T	•	T	
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:			45,416.07	43,418.07	43,418.07	29,213.34	23,120.37	10,555.65	011.54	(12,376.91)
Vehicle Operator Trainers. Vehicle Operator Supervisors:										
Window Supervisors:			_	_	_	-	-	_	_	-
Road Supervisor:	•	-	-	2,416.22	2,416.22	1,337.00	668.50	-	-	•
	•	-						-	-	•
Clerical:	-	-	- 2 422 02	- 2.426.02	- 2 426 02	1 005 52	-	-	- (245.02)	- (4.262.60)
Reservationists:	-	-	3,132.03	2,436.02	2,436.02	1,895.52	947.76		(315.92)	(1,263.68)
Schedulers:	-	-	571.05	571.05	571.05	759.00	379.50	379.50	- (447.07)	(024.4.4)
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 (min5 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)
Total	-	-	31,023.13	32,717.09	32,717.09	34,041.13	25,341.79	11,031.23	78.33	(14,070.73)

Schedulers:	1
Dispatchers:	4
Dispatch Supervisor:	
Customer Service Supervisor:	
No-Show Clerk (min5 FTE):	
Data Entry Personnel:	
Service Workers:	
Mechanics A:	
Mechanics B:	
Mechanics C:	
Mechanic Supervisors:	
Other: (Parts and IT Supervisor):	
Clerk:	

50%					No change from	our proposal
0%	0%	0%	0%	0%	0% FT Proposal	
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	

Scenario #1

Reduction

Jun Reduction %

Scenario #2

Reduction

Scenario #3

Reduction

Scenario #4

Reduction

Scenario #5

Reduction

No Rideshare

rio Month #6	iario iviontii #5 Scen	iario ivionilii #4 Scena	ano ivionin #3 Scena	io Month #2 Scen	and Month #1 Scenar	JUEII	Jun
190.0	160.0	127.0	102.0	72.0	57.0	31.0	31.0
0.7	0.7	0.7	0.7	0.7	0.7	1.0	1.0
						-	-
8.0	8.0	8.0	8.0	7.0	6.0	4.3	4.3
3.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0
22.0	19.0	16.0	14.0	12.0	9.0	10.0	10.0
4.0	4.0	4.0	3.0	3.0	2.0	3.0	3.0
10.0	9.0	8.0	7.0	6.0	5.0	5.1	5.1
-	-	-	-	-	-	-	-
1.0	1.0	1.0	1.0	1.0	1.0	0.7	0.7
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
15.0	14.0	13.0	11.0	10.0	9.0	7.9	7.9
1.4	1.4	1.4	1.4	1.4	1.4	8.0	8.0
2.9	2.9	2.9	2.9	2.9	2.9	1.0	1.0
7.9	7.9	7.9	7.9	7.9	7.9	2.0	2.0
-	-	-	-	-	-		
-	-	-	-	-	-		
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

o 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

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)

er 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	

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

1	1	2.0	1.0	1.0	-	-	-
3	3	2.0	1.0		(1.0)	(2.0)	(3.0)
		•	•			•	-
		•	•			•	-
		•	•			•	-
			-	-	-	-	-
		•	•			•	-
		•	•			•	-
		•	•			•	-
		•	•			•	-
		•	•			•	-
		•	•		•	•	-
		-	-	-	-	-	-
•	·	·	·		·	·	

72.0	57.0	27.0	2.0	(31.0)	(61.0)
-	-	-	-	- 1	-
-	-	-	-	-	-
-	-	-	-	-	-
2.0	1.0	-	-	-	-
-	-	-	-	-	-
6.0	3.0	1.0	(1.0)	(4.0)	(7.0)
2.0	1.0	1.0	-	-	-
2.0	1.0	-	(1.0)	(2.0)	(3.0)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

Regular Service

-0					
82.0	68.0	51.0	27.0	(2.0)	(30.0)
•	-	-	-	-	-
T.	-	-	-	-	-
1	-	-	-	-	-
2.0	1.0	-	-	-	-
1	-	-	-	-	-
6.0	3.0	1.0	(1.0)	(4.0)	(7.0)
2.0	1.0	1.0	-	-	-
2.0	1.0	-	(1.0)	(2.0)	(3.0)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-



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	\$23,486.40

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:

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
14	SF-300	\$34.95	\$489.30	\$23,486.40

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

www.firsttransit.com

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

Amendment 4

MTS Doc No. B0703.4-19 Date: September 9, 2021

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 #2	280 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
ST1085 MODEL 4, WIRELESS CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS	1	\$44,113.45	\$44,113.45
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)			
Please contact us if you have any questions.	Su	btotal	\$44,113.45
	Shi	pping	\$1,975.00
San	Diego, C	A Tax '.75%)	\$3,418.79
		Total	\$49,507.24 USD

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@stertil-koni.com and latrice@stertil-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)		\$ 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	TOTAL	\$ 47,505.44	\$ 51,754.80	\$ 57,857.44	\$ 60,071.70

^{*} 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 MAINTENACE 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 Budget Amount:		Budget Amount:	
	Account	3 - Base Years	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	
		\$197,938	\$401,616	
		Total	\$599,554	



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
ATIS-IMPORT, ATIS Amendment 2 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
		\$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, <u>Julia.Tuer@sdmts.com</u>

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:
Sharon Cooney, Chief Executive Officer	Steve Sawyer, COO Trapeze Software Group Inc.
	Date:

Enclosure: Exhibit A- San Diego MTS Maintenance Schedulcc; J.Reyes, R.DeGala, Procurement File









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

San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

EXHIBIT A

San Diego MTS - Amendment 4 Maintenance Schedule

Product	Period	Operational Characteristics	Value	Notes
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	\$ 22,020 \$ 23,121 \$ 24,277 \$ 25,490 \$ 26,765 \$ 28,103 \$ 29,508 \$ 30,984	OPTIONAL OPTIONAL OPTIONAL OPTIONAL
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	\$ 19,259	Invoiced- TPMAG10336 OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL
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	\$ 16,043 \$ 16,845 \$ 17,687	50% Invoiced- TPMAG10334 OPTIONAL OPTIONAL OPTIONAL OPTIONAL OPTIONAL
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	\$ 17,687	50% Invoiced- TPMAG10335 OPTIONAL 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.

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

Chief Executive Officer

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

Attachment: A. Draft Work Order 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 California by and between San Diego Metropolitan Tragency, and the following, hereinafter referred to as "C	ansit System (" Contractor":	2021, in the state of MTS"), a California public
Name: ABC General Contractor, Inc.	Address 1	20 National Avenue
Form of Business: <u>Corporation</u> (Corporation, partnership, sole proprietor, etc.)		Sa. Diego, CA 92113
	Teleph ne:	(619) 247-7113
Authorized person to sign contracts: Kenneth Cz	<u>cube،</u> าt	
146 20		Title
Pursuant to the existing Job Order Contract (MT & Total to Contractor to complete the detailed total total the Scope of Work (attached as Exhibit C.)	attached as E	xhibit A.), the Cost Breakdown for
TOTAL PAYMENTS TO CO TOL SHALL NOT	EXCEED \$10	<u>7,606.85</u>
SAN DIEGO METROPC TAN TRAN	ABC (CONSTRUCTION CO., INC.
By: Sharon Cooney, Chief Executive Officer	Firm:	
Approved as to form:	Ву:	Signature
By: Karen Landers, General Counsel	Title:	
·		



EXHIBIT A (Scope of Work)



Date: 8/24/2021

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, California 92101

Final Scope of Work	
I IIIai Ocope oi Work	

PWG275.0-19

MTSJOC275-22

	Job Order Contracting
Diego, See plans	

Job Order Title: Location:

Contract No:

Job Order No:

To:

IAD 100 16th St.

San Diego, CA 92101

ADA Bus Stop Phase II

Brief Scope

of Work: Installation of concrete pads throughout San Diego, See plans

From:

See plans

Owner Project Manager

Date

The City of	DEVELOPMENT SERVICES DEPA 101 ASH STREET	RTMEN
SAN DIE	101 ASH STREET SAN DIEGO, CA 92101-4155 619-446-5000	SITE

	DISCRETIONARY PROJECT NO:
	BUILDING PROJECT NO:
-	JOIN ID NO:
-	PROJECT TRACKING NO: 627197

SITE ADDRESS: SEE PLAN SHEETS

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

DESCRIPTION <u>SHEET</u> 1 TITLE SHEET 2 LEGEND & REFERENCE STANDARDS 3 MONUMENT PRESERVATION CERTIFICATION 4 BUS STOP LOCATIONS AND JURISDICTIONS TYPICAL BUS STOP IMPROVEMENT DETAILS 5 6 TYPICAL BUS STOP STEM/KEY WALL DETAIL AND DESIGN MATRIX 7 PLAN LOCATION 1 — CAMINO DE LA PLAZA & VIA NACIONAL E/B PLAN LOCATION 2 - CAMINO DE LA PLAZA & 8 VIA NACIONAL W/B 9 PLAN LOCATION 3 - SAN YSIDRO BLVD & COTTONWOOD RD E/B PLAN LOCATION 4 - SAN YSIDRO BLVD & 10 AVERIL RD E/B

		CONSTRUCTION CHANGE TABLE		
CHANGE	DATE	AFFECTED/ADDED SHEETS	APPROVAL NO.	PROJECT NO

SHEET 1 OF <u>10</u>

PREPARED	FOR:	MTC						
NAME:		<u>MTS</u>						
ADDRESS/	PHONE:	1255	IMPERIAL	AVE,	SAN	DIEGO,	CA	92101
,		(619)	231-140	66				

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

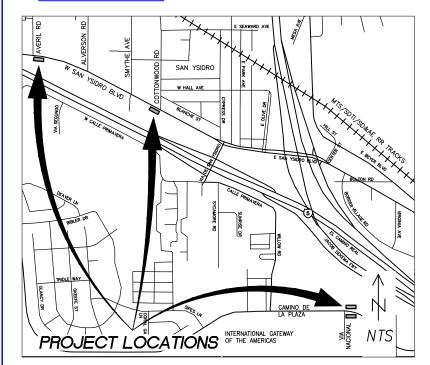
(619) 795-0325

APPROVAL NO.
SEE CONSTRUCTION PLAN

SEE PLAN SHEETS

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
PROJECT TRACKING NO:	627197

VICINITY MAP



WORK TO BE DONE

SITE ADDRESS:

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.

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.

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

DESCRIPTION

LEGEND

<u>DESCRIPTION</u>

BUS BOARDING PAD

BUS BOARDING PAD W/ STEM WALL

STEM WALL

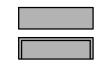
EXISTING BENCH

CITY R/W

<u>STANDARD DRAWING</u>

SDG-155, SDG-156, SDG-109, G-10 SDG-155, SDG-156, SDG-109, G-10 SDG-155, SDG-156, SDG-109, G-10

SYMBOL



BUS BENCH

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

DATE:	

SHEET 2 OF <u>10</u>

PREPARED FOR:	
NAME:	MTS
ADDRESS/PHONE:	1255 IMPERIAL AVE, SAN DIEGO, CA 92101
TIDDINEGO) THOME!	(619) 231-1466

APPROVED BY:

PREPARED BY:	RAILPROS, INC.
NAME:	STEPHEN HAGER, P.E.
ADDRESS/PHONE:_	401 B ST, SUITE 2360, SAN DIEGO, CA 92101
	(610) 705_0325



SITE ADDRESS: CAMINO DE LA PLAZA & W. SAN YSIDRO BLVD, SAN DIEGO, CA

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
PROJECT TRACKING NO:	627197

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APPROVED BY:	DATE:	

SHEET 3 OF 10

PREPARED FOR: MTS NAME:__

ADDRESS/PHONE: 1255 IMPERIAL AVE 619-231-1466

APPROVAL NO. SEE COSTRUCTION PLAN

A-6

The City of DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET SAN DIEGO, CA 92101-4155 (619) 446-5000

ADDRESS/PHONE:

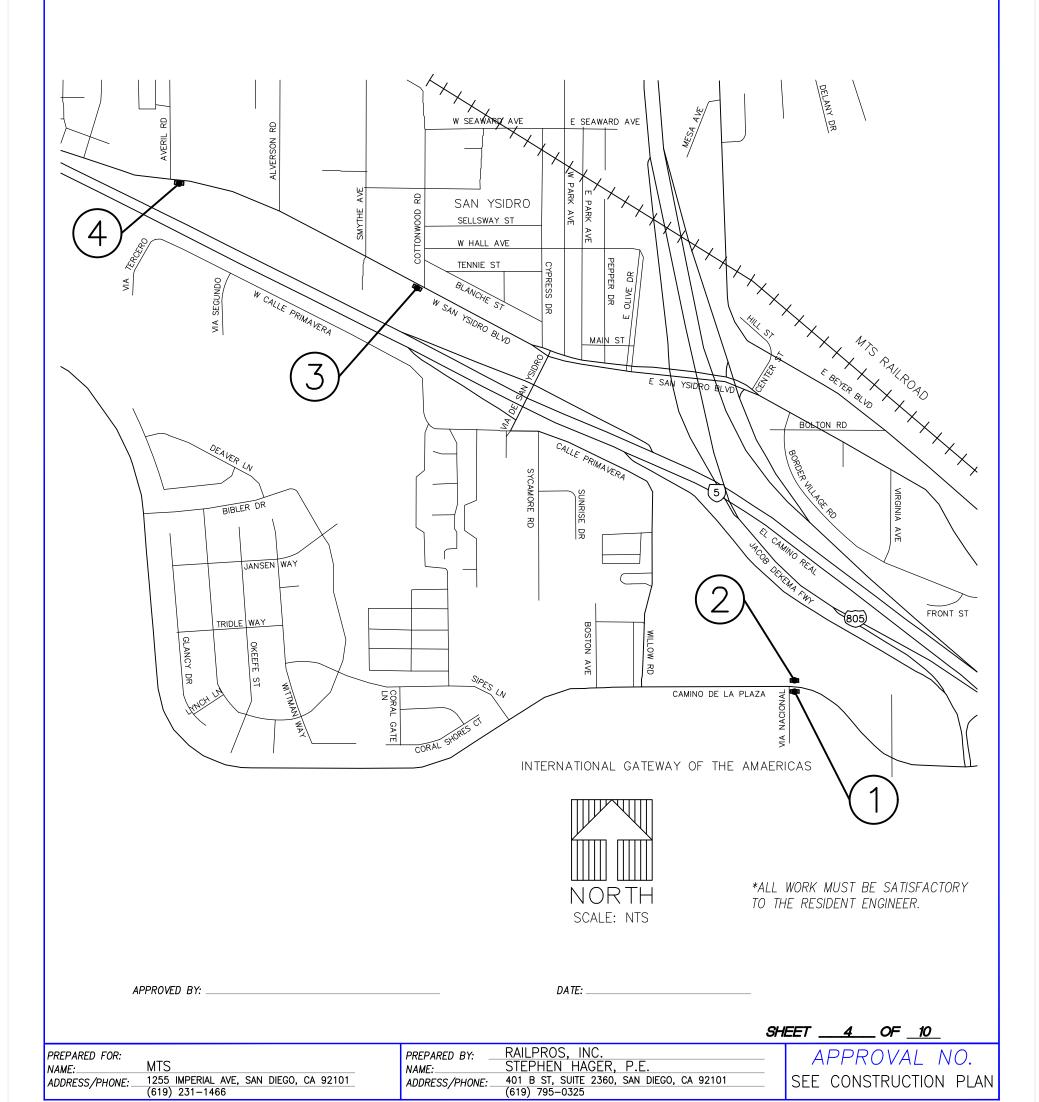
CONSTRUCTION PLAN

SEE PLAN SHEETS SITE ADDRESS:

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
DDO IECT TRACKING NO.	627197

BUS STOP LOCATIONS & JURISDICTIONS

#	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



ADDRESS/PHONE:

SEE CONSTRUCTION PLAN

PREPARED BY:

ADDRESS/PHONE:

NAMF:

PREPARED FOR:

ADDRESS/PHONE:

1255 IMPERIAL AVE, SAN DIEGO, CA 92101

(619) 231-1466

NAMF:

RAILPROS, INC. STEPHEN HAGER, P.E.

401 B ST, SUITE 2360, SAN DIEGO, CA 92101 (619) 795-0325

SHEET ____5__ OF __10_

APPROVAL NO.

SEE CONSTRUCTION PLAN

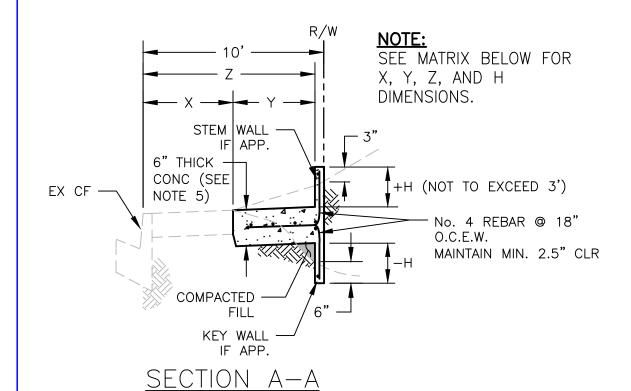
The City of

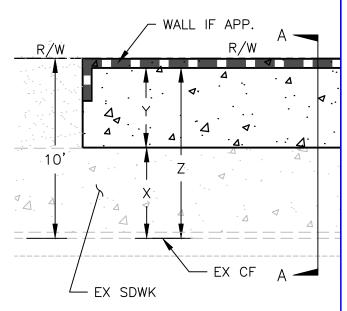
DEVELOPMENT SERVICES DEPARTMENT
101 ASH STREET
SAN DIEGO, CA 92101-4155
(619) 446-5000
SITE A

CONSTRUCTION PLAN

SITE ADDRESS: SEE PLAN SHEETS

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
PROJECT TRACKING NO:	627197





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

		L	X	Y	Ζ	Н
LOCATION #	BUS STOP LOCATION (STREET AND CROSS STREET)	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_	_ <i>OF</i> _	10
		0 1 4 4	-

 PREPARED FOR:
 MTS

 NAME:
 MTS

 ADDRESS/PHONE:
 1255 IMPERIAL AVE, SAN DIEGO, CA 92101

 (619) 231-1466

PREPARED BY: RAIL
NAME: STE
ADDRESS/PHONE: 401

RAILPROS, INC. STEPHEN HAGER, P.E. 401 B ST, SUITE 2360, SAN DIEGO, CA 92101 (619) 795-0325 APPROVAL NO.
SEE CONSTRUCTION PLAN

The City of	DIEGO	DEVELOPMENT SERVICES DEPAI 101 ASH STREET SAN DIEGO, CA 92101-4155 (619) 446-5000	RTMENT SITE A

ADDRESS/PHONE:

CONSTRUCTION PLAN

4449 CAMINO DE LA PLAZA SITE ADDRESS: SAN DIEGO, CA 92173

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
PPO IECT TRACKING NO	627197

PROPERTY OWNER NAME: CITY OF SAN DIEGO CITY R/W CITY OF SAN DIEGO CONTINUOUS TIE BLOCK NO: 4400 BAR (#4 REBAR) ROW REF.: AS-BUILT DWG 31133-6-D GRIND EXISTING TO ROUGHEN CONTACT SURFACE 12" CLR 3" DEPTH **EXISTING** DRILL & BOND DOWELL (#4 REBAR) @ 12" ON CENTER SIDEWALK SECTION A-A
SCALE: 1" = 2' CAMINO OK A OKA PCR -EXISTING TRAFFIC SIGNAL POLE EXISTING TRAFFIC SIGNAL PULL BOX **EXISTING** VAULT (PIP) CITY R/W EXISTING SIDEWALK 12" STEM WALL PER SECTION A-A ADJUST EXISTING BENCH TO ACCOMMODATE STEM WALL DIRT AND BARK ON SLOPE SIDEWALK NARROWS EXISTING BUS STOP SIGN (PIP) GRAPHIC SCALE EXISTING TREE (PIP) 20 10 1"=10 APPROVED BY: _ DATE: _ SHEET ____Z___ OF __10_ RAILPROS, INC. STEPHEN HAGER, P.E. 401 B ST, SUITE 2360, SAN DIEGO, CA 92101 (619) 795-0325 APPROVAL NO. PREPARED FOR: PREPARED BY: NAME:_ NAME: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101 (619) 231-1466 2243750

ADDRESS/PHONE:

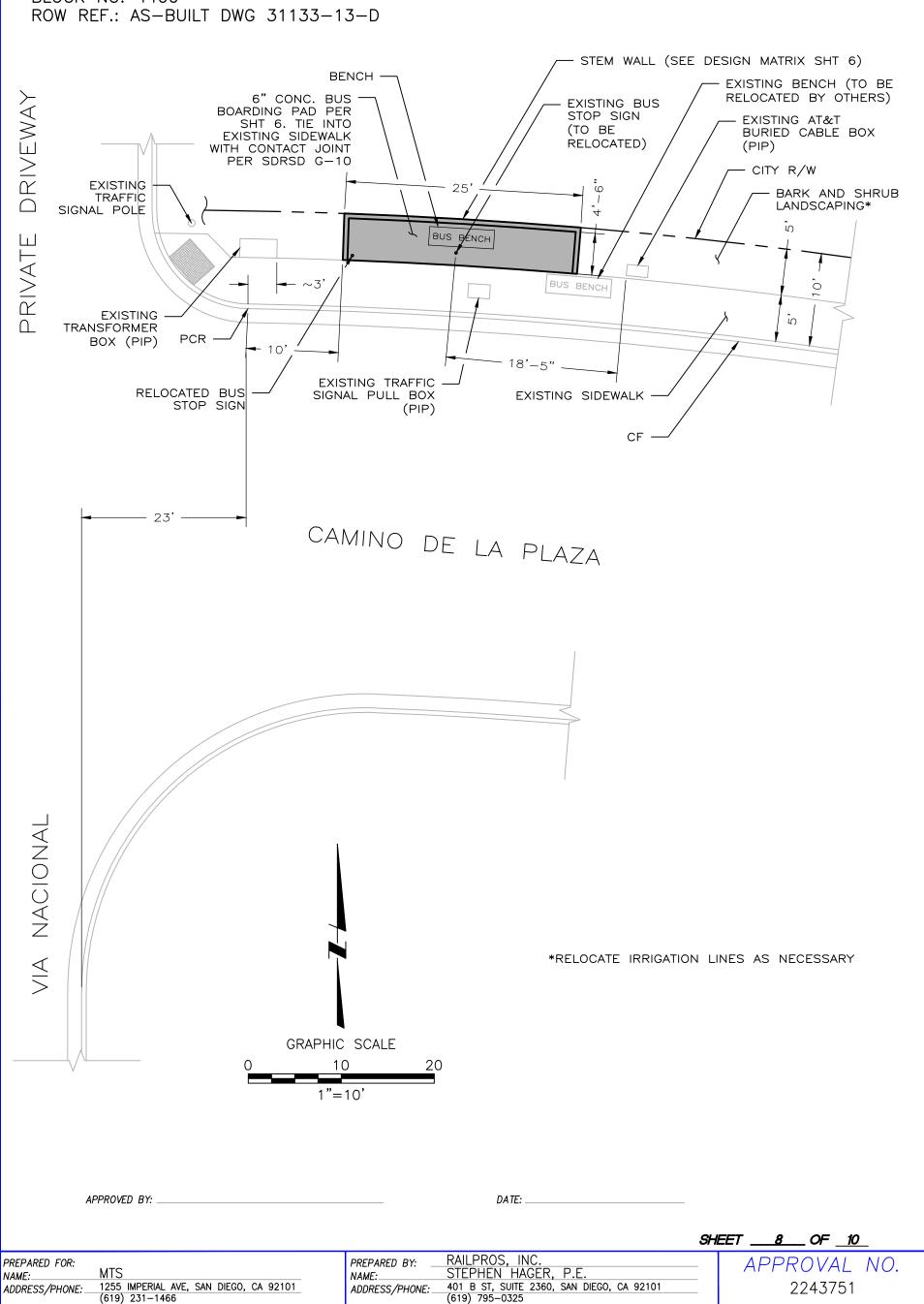
The City of SAN DIE	DEVELOPMENT SERVICES DEI 101 ASH STREET SAN DIEGO, CA 92101-4155 (619) 446-5000	
	(019) 770 3000	SITE A

SITE ADDRESS: 4436 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



The City of SAN DIEG	DEVELOPMENT SERVICES DEPA 101 ASH STREET SAN DIEGO, CA 92101-4155 (610) 446-5000	
	(619) 446-5000	SITE A

SITE ADDRESS: 202 W SAN YSIDRO BLVD SAN DIEGO, CA 92173

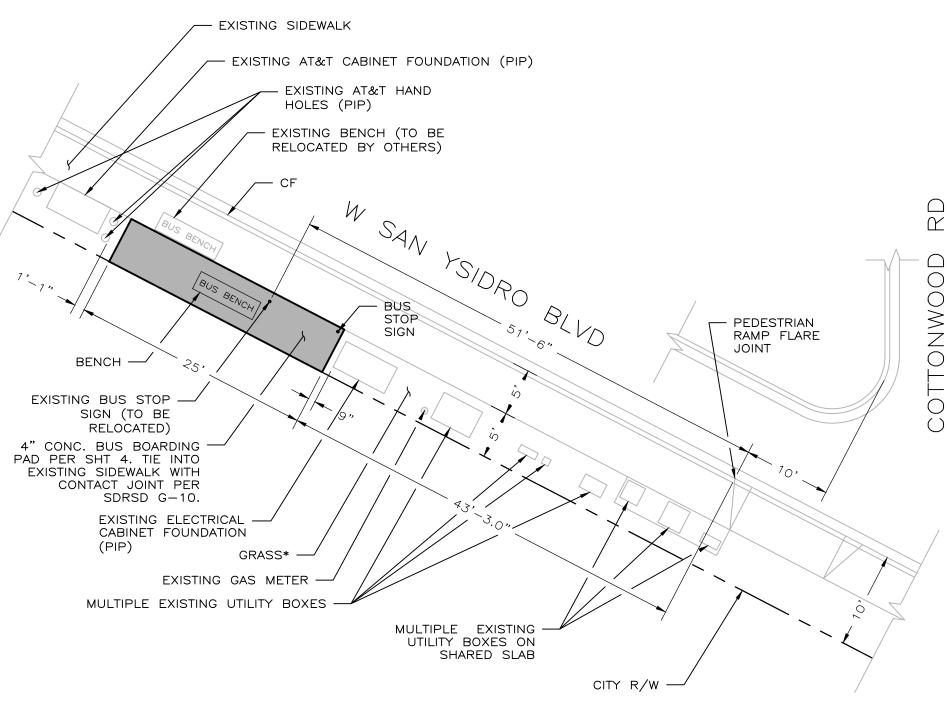
DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
DDO IECT TRACKING NO	627197

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





APPROVED BY: _____

DATE: _____

PREPARED FOR: NAME:	MTS
ADDRESS/PHONE:_	1255 IMPERIAL AVE, SAN DIEGO, CA 92101
/ IDD/ IDD/ I I I I I I I I I I I I I I	(610) 231_1/66

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

SHEET ____9 OF __10

					Att. A, AI 18, 09/16/2021
The City of	DEVELOPMENT SERVICES DEPAI	RTMENT	CONSTRU	ICTION PLAN	DISCRETIONARY
SAN DIEGO	101 ASH STREET SAN DIEGO, CA 92101-4155				PROJECT NO:
	(619) 446–5000	SITE ADDRESS:		N YSIDRO BLVD), CA 92173	JOIN ID NO:
					PROJECT TRACKING NO: 627197
					ME: CITY OF SAN DIEGO
				F SAN DIEGO NO: 400 W	
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PEDESTRIAN RAMP — FLARE JOINT —					
FLARE JOINT	Y				
		<i>/</i>			
	CF W				
	SAN		*RELC	DCATE IRRIGATION LI	NES AS NECESSARY
		5/2			
EXISTING FIRE HYDRANT		Po			
	SAN So.	<	9/1/2		
`		0,3		— EXISTING CONCRETE PAD	
EXISTING — SIDEWALK					
SAND, BARK, AND				- EVISTING DENIG	H (TO DE
SHRUB LANDSCAPING*				EXISTING BENC RELOCATED BY	OTHERS)
E TRAS	XISTING —)		Jus BENOVA.	X	
	EXISTING IRRIGATION		BENCH X		
	VALVES (PIP)*	P		77,	
	EXISTING BUS STOP SIGN (TO	_// ,			
	BE RELOCATED)			BUS BENCH	EXISTING IRRIGATION VALVES
	EXISTING TREE (PIP) —			SEN _{CH}	(PIP)*
	EXISTING	WALL (PIP)			j, , , j, j, , , , , , , , , , , , , ,
			BENCH —	-/\\ /	.2.
GRAPHIC SCAL	E 4" (CONC BUS F	BOARDING PAD	/	
0 10		SHT 4. TIE SIDEWALK \	INTO EXISTING WITH CONTACT	CITY R	/w
1"=10'			SDRSD G-10 DCATED BUS - STOP SIGN		
			STOP SIGN		

PREPARED FOR:

NAME: MTS

ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101

(619) 231-1466

APPROVED BY: ___

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

(619) 795-0325

DATE: ___

DISCRETIONARY

The City of	DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET
SAN DI	101 ASH STREET SAN DIEGO, CA 92101-4155 619-446-5000 SITE

CONSTRUCTION PLAN

	CONSTRUCTION I LAN	PROJECT NO:
SITE ADDRE	-ss. 3485 COLLEGE AVE	BUILDING PROJECT NO:
——————	SAN DIEGO, CA 92115	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.
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MAINTAIN A 1 FOOT VERTICAL SEPARATION WHEN CROSSING MAINS AND STORM DRAINS

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 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

The City of

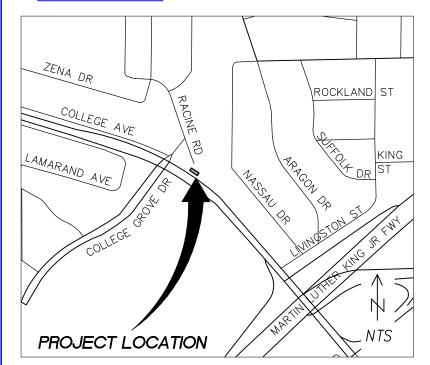
DEVELOPMENT SERVICES DEPARTMENT
101 ASH STREET
SAN DIEGO, CA 92101-4155
(619) 446-5000
SITE A

CONSTRUCTION PLAN

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

SITE ADDRESS:

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.

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.

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

DESCRIPTION

LEGEND

DESCRIPTION

BUS BOARDING PAD/SIDEWALK

CITY R/W

SIDEWALK W/STEM WALL

<u>STANDARD DRAWING</u>

SDG-155, SDG-156, SDG-109, G-10 SDG-155, SDG-156, SDG-109, G-10

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ABBREVIATIONS

7 10 D 1 1 T 1 T 1	<u> </u>
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

DATE:		

SHEET 2 OF <u>5</u>

PREPARED FOR:

NAME: MTS

ADDRESS/PHONE: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101

(619) 231–1466

APPROVED BY: _

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

(619) 795-0325



DISCRETIONARY PROJECT NO: _ BUILDING PROJECT NO: SITE ADDRESS: 3485 COLLEGE AVE JOIN ID NO: SAN DIEGO, CA 92115 630774 PROJECT TRACKING NO:__

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	
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	L
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. XXXXXX EXP. XX-XX-XX DATE	

APPROVED BY:	DATE:

SHEET 3 OF ___5

PREPARED FOR: MTS

ADDRESS/PHONE: 1255 IMPERIAL AVE 619-231-1466

PREPARED BY:
NAME:
JOEL RIIPINEN/AGUIRRE & ASSOCIATES
NAME:
ADDRESS/PHONE: 8363 CENTER DR, SUITE 5A
LA MESA, CA 91942

THIS INFORMATION IS AVAILABLE IN ALTERNATIVE FORMATS FOR PERSONS WITH DISABILITIES.

The City of DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET SAN DIEGO, CA 92101-4155

NAME:_

ADDRESS/PHONE:

CONSTRUCTION PLAN

3485 COLLEGE AVE SITE ADDRESS: SAN DIEGO, CA 92115

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
PROJECT TRACKING NO	630774

BUS STOP LOCATIONS & JURISDICTIONS

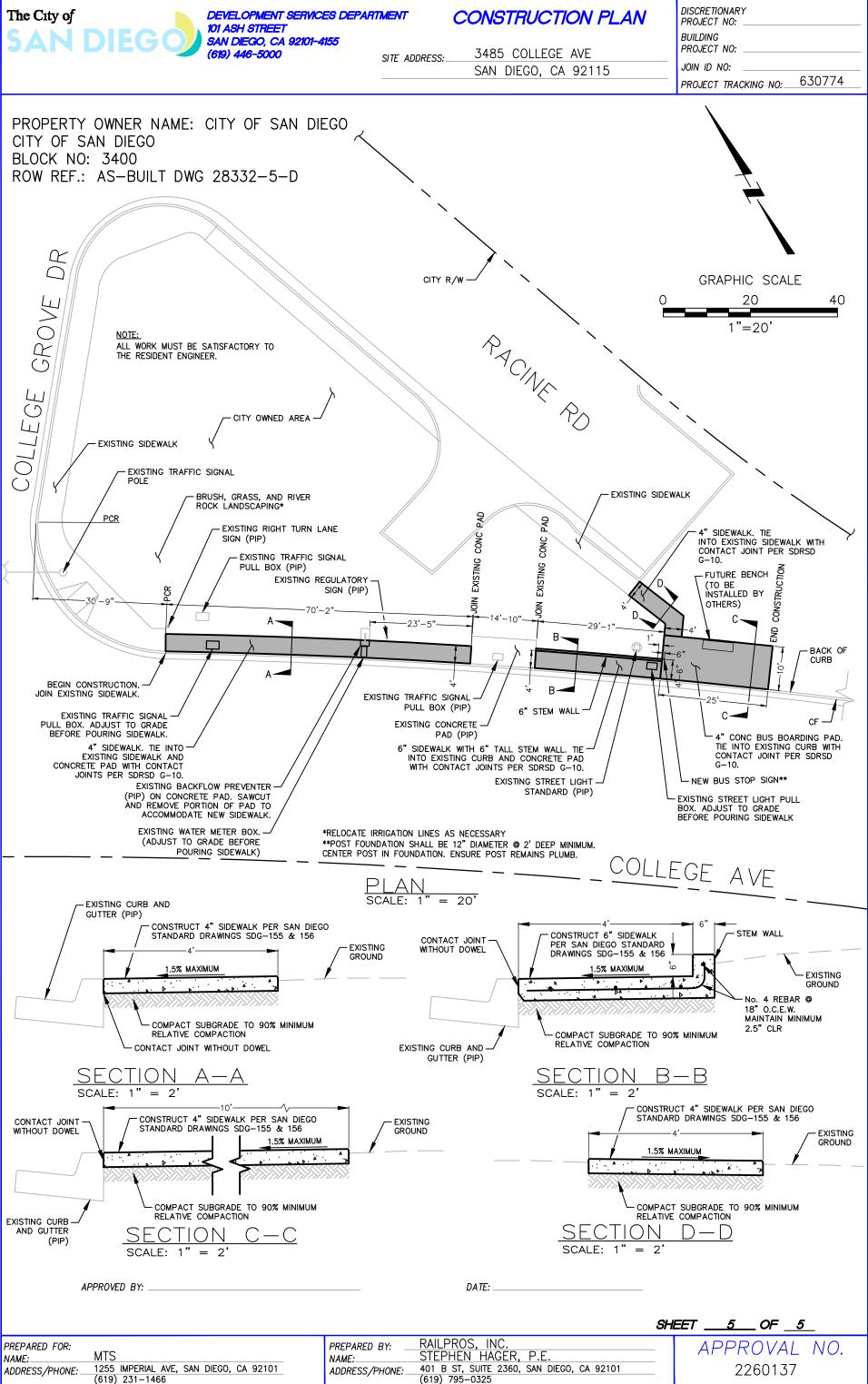
#	STREET	CROSS STREET	JURISDICTION	ADJACENT PROPERTY
1	COLLEGE AVE (W/B)	COLLEGE GROVE DR	CITY SD	CITY PROPERTY



NAME:

ADDRESS/PHONE:

2260137



DISCRETIONARY

The City of SAN DIEC	DEVELOPMENT SERVICES DEPARTM 101 ASH STREET SAN DIEGO, CA 92101-4155 619-446-5000	1ENT
	619-446-5000 S	ITE A

CONSTRUCTION PLAN

OUNSTINOUTION TEXT	PROJECT NO: BUILDING PROJECT NO:
ADDRESS: 2121 IMPERIAL AVE	
SAN DIEGO, CA 92102	JOIN ID NO:
	PROJECT TRACKING NO: 630765

NOTES

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APPROVAL (FOR CITY USE ONLY)

SHEET INDEX

<u>SHEET</u>

DESCRIPTION

E/B

TITLE SHEET LEGEND & REFERENCE STANDARDS MONUMENT PRESERVATION CERTIFICATION BUS STOP LOCATION AND JURISDICTION PLAN LOCATION — IMPERIAL AVE & 22ND ST

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

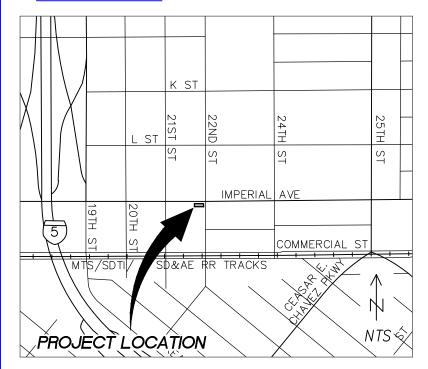
The City of DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET AN DIEGO SAN DIEGO, CA 92101-4155 (619) 446-5000

CONSTRUCTION PLAN

2121 IMPERIAL AVE SITE ADDRESS: 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**

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION PWPI010119-01

CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), PWPI010119-02

2018 EDITION

CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION PWPI010119-04

CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES REVISION 4(CA MUTCD REV4), 2014 EDITION PWPI030119-08

CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD SPECIFICATIONS, 2018 EDITION PWPI030119-05

STANDARD DRAWINGS:

DOCUMENT NO. **DESCRIPTION**

CITY OF SAN DIEGO STANDARD DRAWINGS FOR PWPI010119-03 PUBLIC WORKS CONSTRUCTION, 2018 EDITION

CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION PWPI030119-06

LEGEND

DESCRIPTION

BUS BOARDING PAD

EXISTING BENCH

CITY R/W

STANDARD DRAWING

SDG-155, SDG-156, SDG-109, G-10

BUS BENCH

SYMBOL

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

DATE:	

SHEET 2 OF <u>5</u>

PREPARED FOR: NAMF: 1255 IMPERIAL AVE, SAN DIEGO, CA 92101 ADDRESS/PHONE: (619) 231-1466

APPROVED BY: _

PREPARED BY: NAMF: ADDRESS/PHONE:

RAILPROS, INC. STEPHEN HAGER, P.E. 401 B ST, SUITE 2360, SAN DIEGO, CA 92101 (619) 795–0325

١	The City of	DIEGO	DEVELOPMENT SERVICES DEPAR 101 ASH STREET SAN DIEGO, CA 92101-4155	TMENT
	JAIN	DILO	(619) 446-5000	SITE A

DISCRETIONARY PROJECT NO: _ BUILDING PROJECT NO: JOIN ID NO: _ PROJECT TRACKING NO:_

SITE ADDRESS: 2121 IMPERIAL AVE SAN DIEGO, CA 92102

MONUMENT PRESERVATION CERTIFICATION

THE	PERMITTEE	SHALL	BE RE	SPONSIBLE	FOR TH	E COST	OF	REF	PLACING	ALL	SURVE	Y M	ONUM	<i>IENTS</i>	DES	TRO	YED	BY
CON.	STRUCTION.	IF A	VERTICA	L CONTROL	MONUM	IENT IS	TO	ΒE	DISTUR	BED (OR DES	TRO	YED,	THE	CITY	0F	SAN	DIEGO
FIFI I	D SLIRVEY	SECTION	N SHALL	RE NOTE	TED IN V	WRITING	AT	IFA.	ST 7 D	AYS	PRIOR	TO I	FMOI	ITION	/CON	NSTA	RUCTI	ON.

	THAT ARE PROPOSING NO DEMOLITION, TRENCI	mito, Association mith A on , E		
NAME			DATE	
OR CI PRESE REQUI	TO PERMIT ISSUANCE, THE PERMITTEE SHALL VIL ENGINEER AUTHORIZED TO PRACTICE LAND ERVATION AND SHALL PROVIDE A CORNER RECORD BY THE PROFESSIONAL LAND SURVEYORS ESSIONS CODE OF THE STATE OF CALIFORNIA)	SURVEYING WHO WILL BE RESPOI ORD OR RECORD OF SURVEY TO	NSIBLE FOR MONUMENT THE COUNTY SURVEYOR	AS
<u>I HAV</u>	E INSPECTED THE SITE AND DETERMINED THAT	C =		
LXI	- KIT) CHIDITE V MITHIULKITE MEDE ETITIKIH MITHIKI			
	NO SURVEY MONUMENTS WERE FOUND WITHIN SURVEY MONUMENTS EXISTING IN OR NEAR LII SURVEY MONUMENTS HAVE BEEN TIED OUT AI (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MO A PRE—CONSTRUCTION CORNER RECORD (OR WITHIN THE LIMITS OF WORK HAS BEEN FILED.	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL 'WILL BE REQUIRED) RECORD OR RECORD OF SURVEY DNUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE	BE FILED MAY NOT BE REQUIRED) TTER PROVIDED TO CITY	
	SURVEY MONUMENTS EXISTING IN OR NEAR LII SURVEY MONUMENTS HAVE BEEN TIED OUT AI (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MO A PRE—CONSTRUCTION CORNER RECORD (OR	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL WILL BE REQUIRED) RECORD OR RECORD OF SURVEY DNUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE	BE FILED MAY NOT BE REQUIRED; TTER PROVIDED TO CITY Y MONUMENTS FOUND	SED LAND SUAL
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	SURVEY MONUMENTS EXISTING IN OR NEAR LIESURVEY MONUMENTS HAVE BEEN TIED OUT AI (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MO A PRE—CONSTRUCTION CORNER RECORD (OR WITHIN THE LIMITS OF WORK HAS BEEN FILED. CORNER RECORD # N/A OR RECORD OR	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL 'WILL BE REQUIRED) RECORD OR RECORD OF SURVEY DNUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE CORD OF SURVEY #N/A	BE FILED MAY NOT BE REQUIRED; TTER PROVIDED TO CITY Y MONUMENTS FOUND 6-25-2021	
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	SURVEY MONUMENTS EXISTING IN OR NEAR LIED SURVEY MONUMENTS HAVE BEEN TIED OUT AT (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MODE A PRE—CONSTRUCTION CORNER RECORD (OR WITHIN THE LIMITS OF WORK HAS BEEN FILED. CORNER RECORD #N/A OR RECORD RE	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL 'WILL BE REQUIRED) RECORD OR RECORD OF SURVEY ONUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE CORD OF SURVEY #N/A	BE FILED MAY NOT BE REQUIRED; TTER PROVIDED TO CITY Y MONUMENTS FOUND	
☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	SURVEY MONUMENTS EXISTING IN OR NEAR LIESURVEY MONUMENTS HAVE BEEN TIED OUT AI (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MO A PRE—CONSTRUCTION CORNER RECORD (OR WITHIN THE LIMITS OF WORK HAS BEEN FILED. CORNER RECORD # N/A OR RECORD OR	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL WILL BE REQUIRED) RECORD OR RECORD OF SURVEY NUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE CORD OF SURVEY #N/A 12-31-2021 EXP. XX-XX-XX	BE FILED MAY NOT BE REQUIRED; TTER PROVIDED TO CITY Y MONUMENTS FOUND 6-25-2021	JOEL D. RIPINED
☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	SURVEY MONUMENTS EXISTING IN OR NEAR LIISURVEY MONUMENTS HAVE BEEN TIED OUT AI (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MO A PRE—CONSTRUCTION CORNER RECORD (OR WITHIN THE LIMITS OF WORK HAS BEEN FILED. CORNER RECORD #N/A OR RECORD RIPINEN PLS 7942 P.L.S. / R.C.E. NO. XXXXX	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL WILL BE REQUIRED) RECORD OR RECORD OF SURVEY DNUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE CORD OF SURVEY #N/A 12-31-2021 EXP. XX-XX-XX	BE FILED MAY NOT BE REQUIRED; TTER PROVIDED TO CITY Y MONUMENTS FOUND 6-25-2021 DATE	
☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	SURVEY MONUMENTS EXISTING IN OR NEAR LIESURVEY MONUMENTS HAVE BEEN TIED OUT AIR (NO CORNER RECORD OR RECORD OF SURVEY OTHER AGENCY SURVEY MONUMENT (CORNER AGENCY HAS BEEN NOTIFIED OF POSSIBLE MODE A PRE—CONSTRUCTION CORNER RECORD (OR WITHIN THE LIMITS OF WORK HAS BEEN FILED. CORNER RECORD #N/A OR RECORD FOR SUBJECT OF SURVEY OF SURVEY MONUMENT (CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENT OF WORK HAS BEEN FILED. D. RIIPINEN PLS 7942 P.L.S. / R.C.E. NO. XXXXX	MITS OF WORK WILL BE PROTECTE ND A FINAL OR PARCEL MAP WILL WILL BE REQUIRED) RECORD OR RECORD OF SURVEY NUMENT DESTRUCTION AND A LE RECORD OF SURVEY) FOR SURVE CORD OF SURVEY #N/A	MAY NOT BE REQUIRED) THER PROVIDED TO CITY Y MONUMENTS FOUND 6-25-2021 DATE DURING CONSTRUCTION	JOEL D. RIPINED

APPROVED BY: ____ DATE: _____

SHEET 3 OF __5_

PREPARED FOR: MTS

NAME:_ ADDRESS/PHONE: 1255 IMPERIAL AVE 619-231-1466 PREPARED BY:
NAME: JOEL RIIPINEN/AGUIRRE & ASSOCIATES
ADDRESS/PHONE: 8363 CENTER DR, SUITE 5A
LA MESA, CA 91942

TERMATINE FORMATS FOR PERSONS WITH DISABI

APPROVAL NO.

2260129 A-21

The City of SAN DIEC		ELOPMENT SERVICES DEPARTMENT ISH STREET DIEGO, CA 92101-4155
	(0,0)	SITE A

2121 IMPERIAL AVE SITE ADDRESS: 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: NAME:_ 1255 IMPERIAL AVE, SAN DIEGO, CA 92101 (619) 231-1466 ADDRESS/PHONE:

RAILPROS, INC. STEPHEN HAGER, P.E. 401 B ST, SUITE 2360, SAN DIEGO, CA 92101 (619) 795-0325 PREPARED BY: NAME: ADDRESS/PHONE:

The City of SAN DIEGO	DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET SAN DIEGO, CA 92101-4155 (619) 446-5000 SITE A
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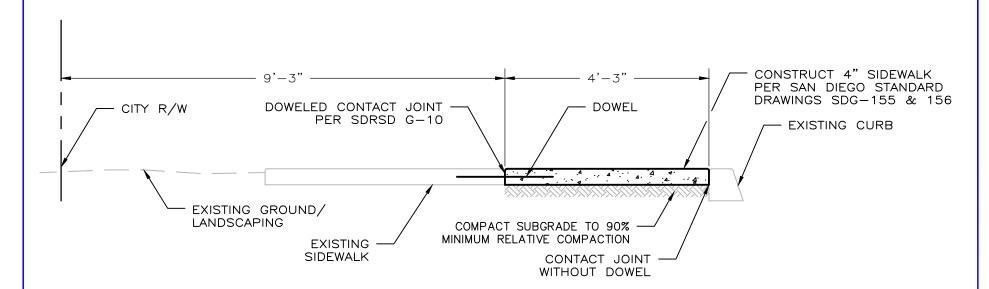
SITE ADDRESS: 2121 IMPERIAL AVE
SAN DIEGO, CA 92102

DISCRETIONARY
PROJECT NO: ______
BUILDING
PROJECT NO: _____
JOIN ID NO: _____
PROJECT TRACKING NO: ____630765

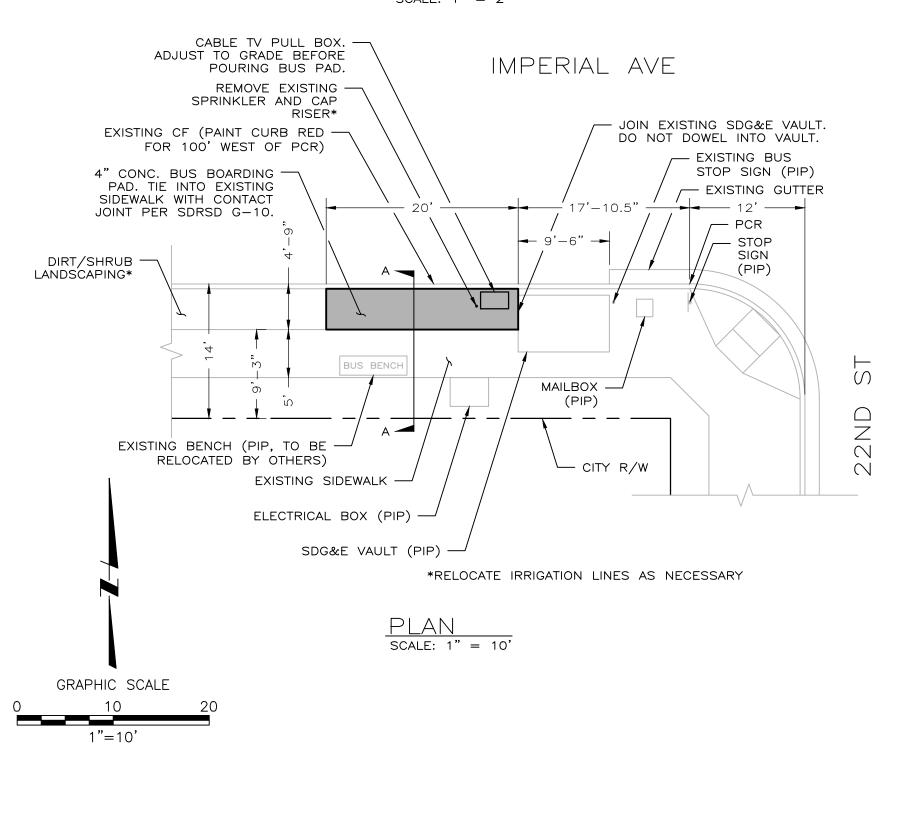
PROPERTY OWNER NAME: CITY OF SAN DIEGO

CITY OF SAN DIEGO BLOCK NO: 2100

ROW REF.: AS-BUILT DWG 32252-2-D



SECTION A-A SCALE: 1" = 2'



APPROVED BY: _____

DATE:

PREPARED FOR: NAME:	MTC	PREPARED NAME:
ADDRESS/PHONE:		ADDRESS/

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

SHEET ____5__ OF __5_

DISCRETIONARY

The City of	DIECO	DEVELOPMENT SERVICES DEPAR 101 ASH STREET SAN DIEGO, CA 92101-4155 619-446-5000	TMENT
JAN	DIEGO	619-446-5000	SITE

CONSTRUCTION PLAN

SITE ADDRESS: 8229 ½ SAN VICENTE ST
SAN DIEGO, CA 92114

PROJECT NO:
BUILDING
PROJECT NO:
JOIN ID NO:
PROJECT TRACKING NO: 630760

NOTES

- . 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)	231-140	36				

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

(619) 795-0325

The City of

DEVELOPMENT SERVICES DEPARTMENT
101 ASH STREET
SAN DIEGO, CA 92101-4155
(619) 446-5000
SITE A

CONSTRUCTION PLAN

8229 ½ 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

SITE ADDRESS:

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.

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.

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

DESCRIPTION

LEGEND

<u>DESCRIPTION</u>

BUS BOARDING PAD

CITY R/W

<u>STANDARD DRAWING</u>

SDG-155, SDG-156, SDG-109, G-10

<u>SYMBOL</u>

<u>ABBREVIATIONS</u>

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

DATE: _____

SHEET 2 OF <u>5</u>

 PREPARED FOR:
 MTS

 NAME:
 MTS

 ADDRESS/PHONE:
 1255 IMPERIAL AVE, SAN DIEGO, CA 92101

 (619)
 231-1466

APPROVED BY: _

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

(619) 795-0325

The City of DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET SAN DIEGO SAN DIEGO, CA 92101-4155

CONSTRUCTION PLAN

DISCRETIONARY PROJECT NO: _ BUILDING PROJECT NO:

SITE ADDI

RESS:_	8225	1 1/3 3	AN	VICEN IE	51			
	SAN	DIEGO,	CA	92114		JOIN ID NO:		
					-	PROJECT TRA	ACKING 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 DIE FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO DEMOLITION/CONSTRUCTION.	EGO
☐ 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)	

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
OR C PRES REQU	R TO PERMIT ISSUANCE, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR SIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING WHO WILL BE RESPONSIBLE FOR MONUMENT SERVATION AND SHALL PROVIDE A CORNER RECORD OR RECORD OF SURVEY TO THE COUNTY SURVEYOR AS IIRED BY THE PROFESSIONAL LAND SURVEYORS ACT, IF APPLICABLE. (SECTION 8771 OF THE BUSINESS AND SESSIONS CODE OF THE STATE OF CALIFORNIA)
<u> HA\</u>	VE 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)

NAME	P.L.S. / R.C.E. NO. XXXXX	EXP. XX-XX-XX	DATE
JOEL	D. RIIPINEN PLS 7942	12-31-2021	6-25-2021
	CORNER RECORD #N/AOR RECORD	OF SURVEY #N/A	
	A PRE-CONSTRUCTION CORNER RECORD (OR RECO WITHIN THE LIMITS OF WORK HAS BEEN FILED.	RD OF SURVEY) FOR SURVE	Y MONUMENTS FOUND
	AGENCY HAS BEEN NOTIFIED OF POSSIBLE MONUME		
	OTHER AGENCY SURVEY MONUMENT (CORNER RECO	ORD OR RECORD OF SURVEY	
	THE CONTRACT RECORD OF SOUTH MEL	DE NEGOTILE)	

POST CONSTRUCTION CORNER RECORD (AS-BUILT ITEM)

	POST CONSTRUCTION CORNER RECORD FOR SURVEY AND REPLACED AFTER CONSTRUCTION.	MONUMENTS DESTROYED	DURING CONSTRUCTION
	CORNER RECORD # OR RECORD (DF SURVEY #	
IAME	P.L.S. / R.C.E. NO. XXXXX	EXP. XX-XX-XX	DATE

APPROVED BY: __ DATE: ____

SHEET 3 OF __5

PREPARED FOR: MTS NAME:_

ADDRESS/PHONE: 1255 IMPERIAL AVE 619-231-1466

PREPARED BY:
NAME: JOEL RIIPINEN/AGUIRRE & ASSOCIATES

ADDRESS/PHONE: 8363 CENTER DR, SUITE 5A LA MESA, CA 91942

APPROVAL NO.

2260085 A-26 The City of DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET SAN DIEGO, CA 92101-4155

(619) 231-1466

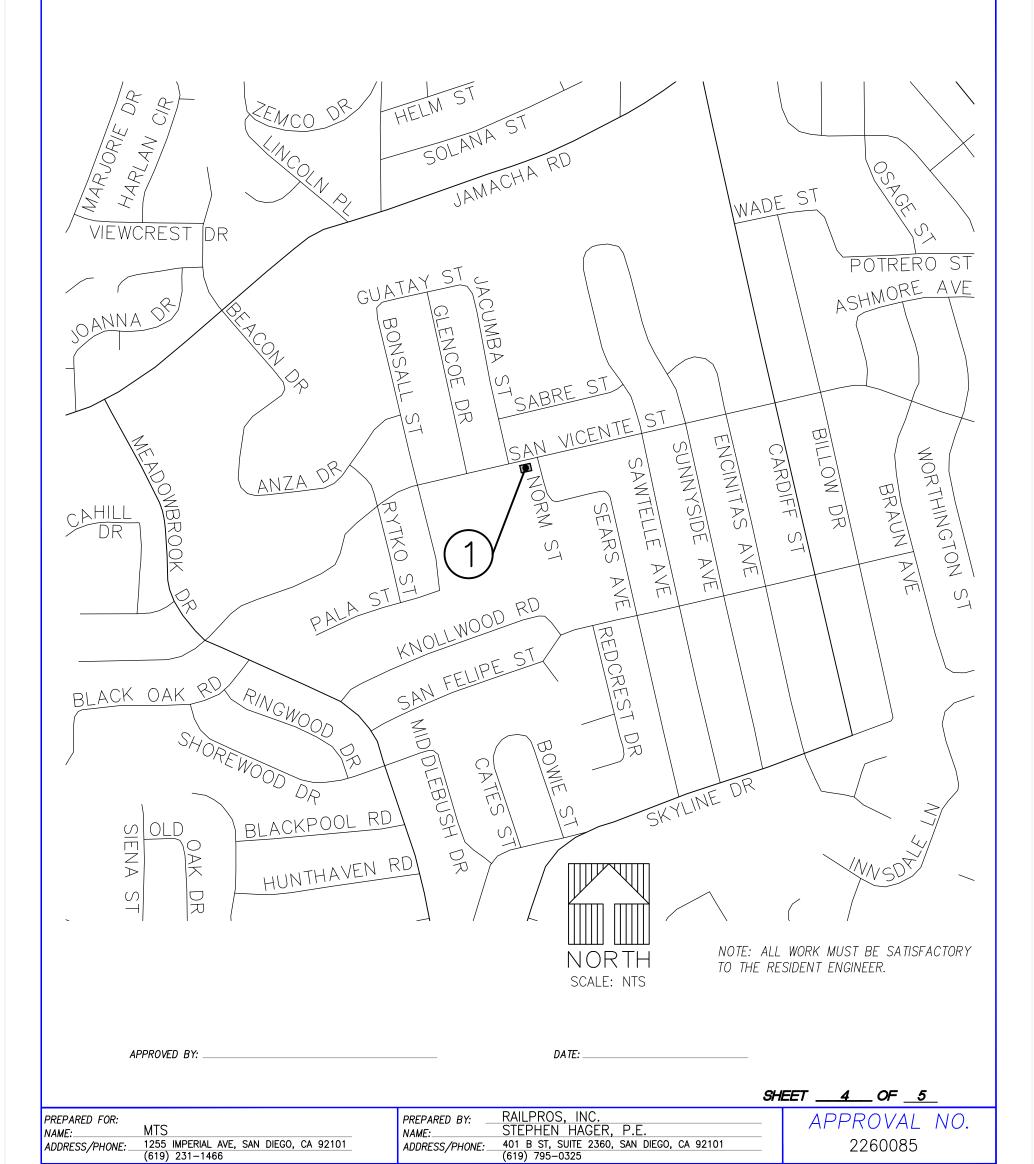
CONSTRUCTION PLAN

8229 1/3 SAN VICENTE ST SITE ADDRESS: 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



THIS INFORMATION IS AVAILABLE IN ALTERNATIVE FORMATS FOR PERSONS WITH DISABILITIES. DS-3179 (1/1/2020)

The CA E			Att. A, AI 18, 09/16/2021
The City of	DEVELOPMENT SERVICES DEPARTMENT 101 ASH STREET	CONSTRUCTION PLAN	PROJECT NO:
SAN DIEGO	SAN DIEGO, CA 92101-4155 (619) 446-5000 SITE ADDRES		PROJECT NO:
		SAN DIEGO, CA 92114	PROJECT TRACKING NO: 630760
CITY OF SAN DIECT BLOCK NO: 8200	NAME: CITY OF SAN DIEGO GO JILT DWG 10269-L	— CONSTRUC	Γ 4" SIDEWALK
7'-7"		/ PER SAN [DIEGO STANDARD SDG-155 & 156
CITY R/W	COMPACTED SUBGRADE		EXISTING CURB AND GUTTER
	KISTING —/ / DEWALK	CONTACT JOINT —/ WITHOUT DOWEL	
DOWELED CONTA PER SDR:		ON A-A	
FER SUN	SCALE: 1"	= 2' NOTE: CO	MPACT ALL SUBGRADE TO
		90% MIN.	RELATIVE COMPACTION.
CF (PAINT CURB RED FOR 100' WEST OF PCR) DIRT/GRASS*	FAR—S PCR O EX TE PC A A A A A A A A A PAD SIDI	CONC. BUS BOARDING D. TIE INTO EXISTING EWALK WITH CONTACT NT PER SDRSD G-10.	NG ST)** NORM ST
	PLA scale:	: 1" = 10'	
	**POST FOUN CENTER POST	RRIGATION LINES AS NECESSARY IDATION SHALL BE 12" DIAMETER @ IN FOUNDATION. ENSURE POST RE	
GRAPHIC SC 0 10	ALE 20		
1"=10'			

APPROVED BY: _____ DATE: ___

SHEET <u>5</u> OF <u>5</u>

 PREPARED FOR:
 MTS

 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

The City of	DEVELOPMENT SERVICES DEPARTI	MENT
SAND	SAN DIEGO, CA 92101-4155 619-446-5000	SITE A

N	DISCRETIONARY PROJECT NO:
	BUILDING PROJECT NO:
	JOIN ID NO:
	PROJECT TRACKING NO: 634341

SITE ADDRESS: 8051 ½ GIGANTIC ST SAN DIEGO, CA 92154

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

<u>SHEET</u> DESCRIPTION 1 TITLE SHEET 2 LEGEND & REFERENCE STANDARDS 3 MONUMENT PRESERVATION CERTIFICATION 4 BUS STOP LOCATION AND JURISDICTION TYPICAL BUS STOP IMPROVEMENT DETAILS 5 TYPICAL BUS STOP STEM/KEY WALL DETAIL 6 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 <u>7</u>

PREPARED FOR:							
NAME:	MTS						
ADDRESS/PHONE	1255	IMPERIAL	AVE,	SAN	DIEGO,	CA	92101
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(619)	231-146	36				

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

(619) 795-0325

The City of

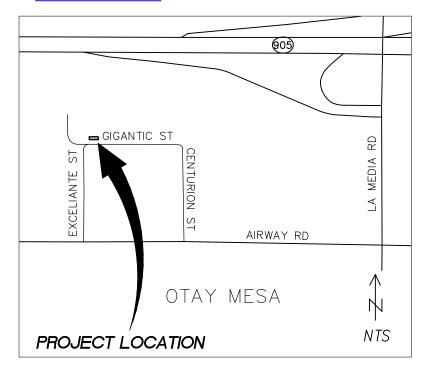
DEVELOPMENT SERVICES DEPARTMENT
101 ASH STREET
SAN DIEGO, CA 92101-4155
(619) 446-5000
SITE A

CONSTRUCTION PLAN

SITE ADDRESS: 8051 1/3 GIGANTIC ST SAN DIEGO, CA 92154

DISCRETIONARY PROJECT NO:	
BUILDING PROJECT NO:	
JOIN ID NO:	
DDO IECT 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.

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

STANDARD DRAWINGS:

DOCUMENT NO.DESCRIPTIONPWPI010119-03CITY OF SAN DIEGO STANDARD DRAWINGS FOR
PUBLIC WORKS CONSTRUCTION, 2018 EDITIONPWPI030119-06CALIFORNIA DEPARTMENT OF TRANSPORTATION
U.S CUSTOMARY STANDARD PLANS, 2018 EDITION

Ú.S CUSTOMÁRY STÁNDARD SPÉCIFICATIONS, 2018 EDITION

<u>LEGEND</u>

<u>DESCRIPTION</u>

BUS BOARDING PAD

CITY R/W

<u>STANDARD DRAWING</u>

SDG-155, SDG-156, SDG-109, G-10

<u>SYMBOL</u>

<u>ABBREVIATIONS</u>

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

DATE:			

SHEET 2 OF __7_

 PREPARED FOR:
 MTS

 NAME:
 MTS

 ADDRESS/PHONE:
 1255 IMPERIAL AVE, SAN DIEGO, CA 92101

 (619)
 231–1466

APPROVED BY: _

PREPARED BY: RAILPROS, INC.

NAME: STEPHEN HAGER, P.E.

ADDRESS/PHONE: 401 B ST, SUITE 2360, SAN DIEGO, CA 92101

(619) 795-0325

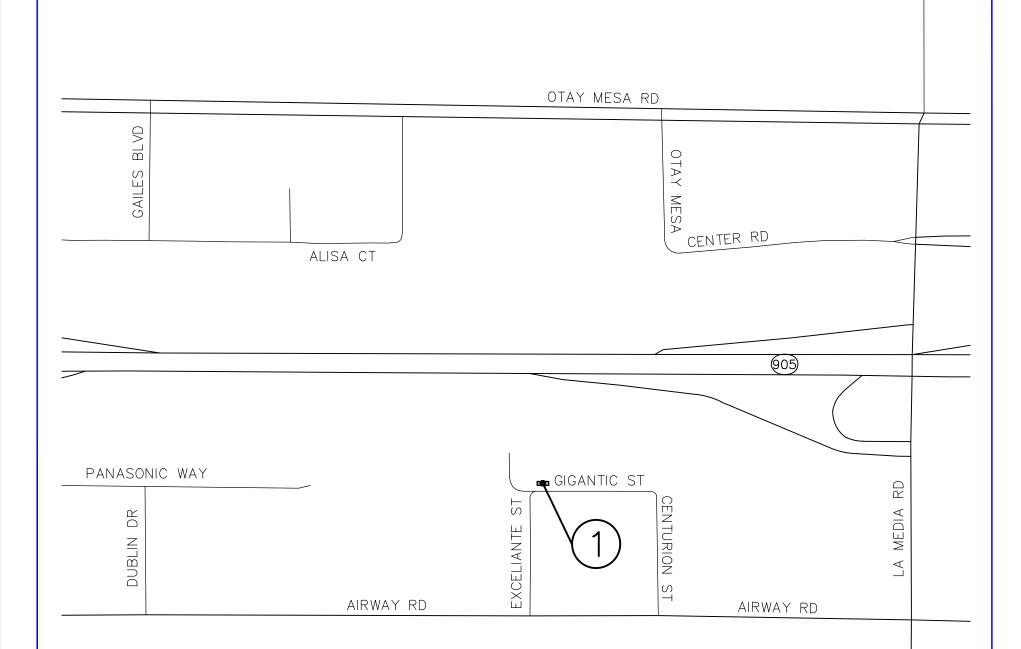
The City of SAN DIE	DEVELOPMENT SERVICES DE 101 ASH STREET SAN DIEGO, CA 92101-4155 (619) 446-5000	
	(08) 440 3000	SITE A

SITE ADDRESS: 8051 ½ 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



OTAY MESA



*ALL WORK MUST BE SATISFACTORY TO THE RESIDENT ENGINEER.

APPROVED BY:

DATE: _____

SHEET	4	OF	<u></u>

The City of	DEVELOPMENT SERVICE 101 ASH STREET	ES DEPARTMENT	CONSTRUCTION PLAN	PROJECT NO:
SAN DIEGO	SAN DIEGO, CA 92101-41 (619) 446-5000		POST 1/ CICANTIC ST	BUILDING PROJECT NO:
	(619) 440-3000	SITE ADDRESS:_	8051 ½ GIGANTIC ST SAN DIEGO, CA 92154	JOIN ID NO:
				PROJECT TRACKING NO: 634341
DOWEL INTO E PER SDRSI "CONTAC" EX STR EX BUS STOP SIGN EX ±5' DIRT 10' 4 ±5'	T JOINT" EX SDWK REET 12" DIAN S O G-10, T JOINT" EX SDWK REET A A A A A BUS SIGN (TYP) A O .5'	8.5' 1.1.2 2' 1.1.3 2' 1.1.4 2' 1.1.4 1.1.5 2' 2.1.5	MAX MTS STANDAR (INSTALLED A BY MTS) CONSTRUCT PER SDG-15 WHERE STEM NOT REQUIRE STEM WALL VAPPLICABLE. NOTE: CSUBGRARELATIV EX GROU (VARYING KEY WALL WHERE APPLICABLE SEE A A CONSTRUCT PER SDG-15 WHERE STEM NOT REQUIRE SUBGRARELATIV EX GROU (VARYING NOT RECUIRE A 156 V NOT RECUIRE	PROJECT TRACKING NO: 634341 RD BUS BENCH ND MAINTAINED 4" SIDEWALK 5 & 156 /KEY WALL DD (SEE SHT 6) WHERE SEE SHT 6 COMPACT ALL DE TO 90% MIN. E COMPACTION. JND G CONDITIONS) RE E SHT 6
			EX GUTTER LIP	
TYPICAL SCALE: 1"=4"	<u>PLAN</u>			
			TYPICAL BUS STOP	IMPROVEMENT DETAILS
APPROVED BY:			DATE:	
	-			EET5_ OF7_
PREPARED FOR: NAME: MTS		NAME: STEP	PROS, INC. HEN HAGER, P.E.	APPROVAL NO.
ADDRESS/PHONE: 1255 IMPERIAL A' (619) 231-1466	VE, SAN DIEGO, CA 92101	ADDRESS/PHONE: 401 B	ST, SUITE 2360, SAN DIEGO, CA 92101 795-0325	2277556

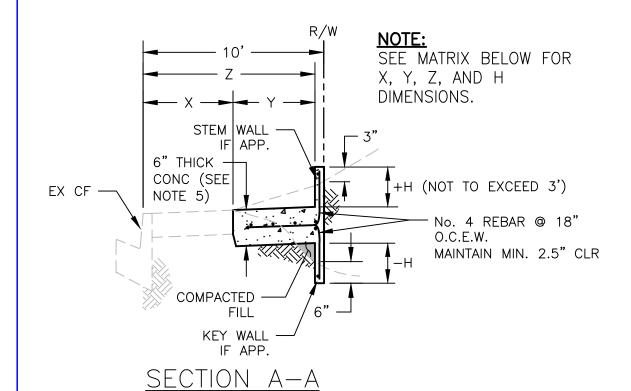
The City of

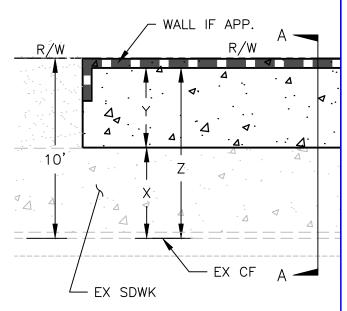
DEVELOPMENT SERVICES DEPARTMENT
101 ASH STREET
SAN DIEGO, CA 92101-4155
(619) 446-5000
SITE A

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:

- 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

		L	Χ	Υ	Ζ	Н
LOCATION #	BUS STOP LOCATION (STREET AND CROSS STREET)	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
		U ,	

 PREPARED FOR:
 MTS

 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

The City of SAN DIEC	GO	DEVELOPMENT SERVICES DEP 101 ASH STREET SAN DIEGO, CA 92101-4155 (619) 446-5000	ARTMENT
		<i>(619) 446-5000</i>	SITE A

SITE ADDRESS: 8051 1/3 GIGANTIC ST SAN DIEGO, CA 92154

DISCRETIONARY PROJECT NO:	_
BUILDING PROJECT NO:	
JOIN ID NO:	
PROJECT TRACKING NO	634341

PROPERTY OWNER NAME: CITY OF SAN DIEGO

CITY OF SAN DIEGO BLOCK NO: 8100

ROW REF.: AS-BUILT DWG 23800-08-D

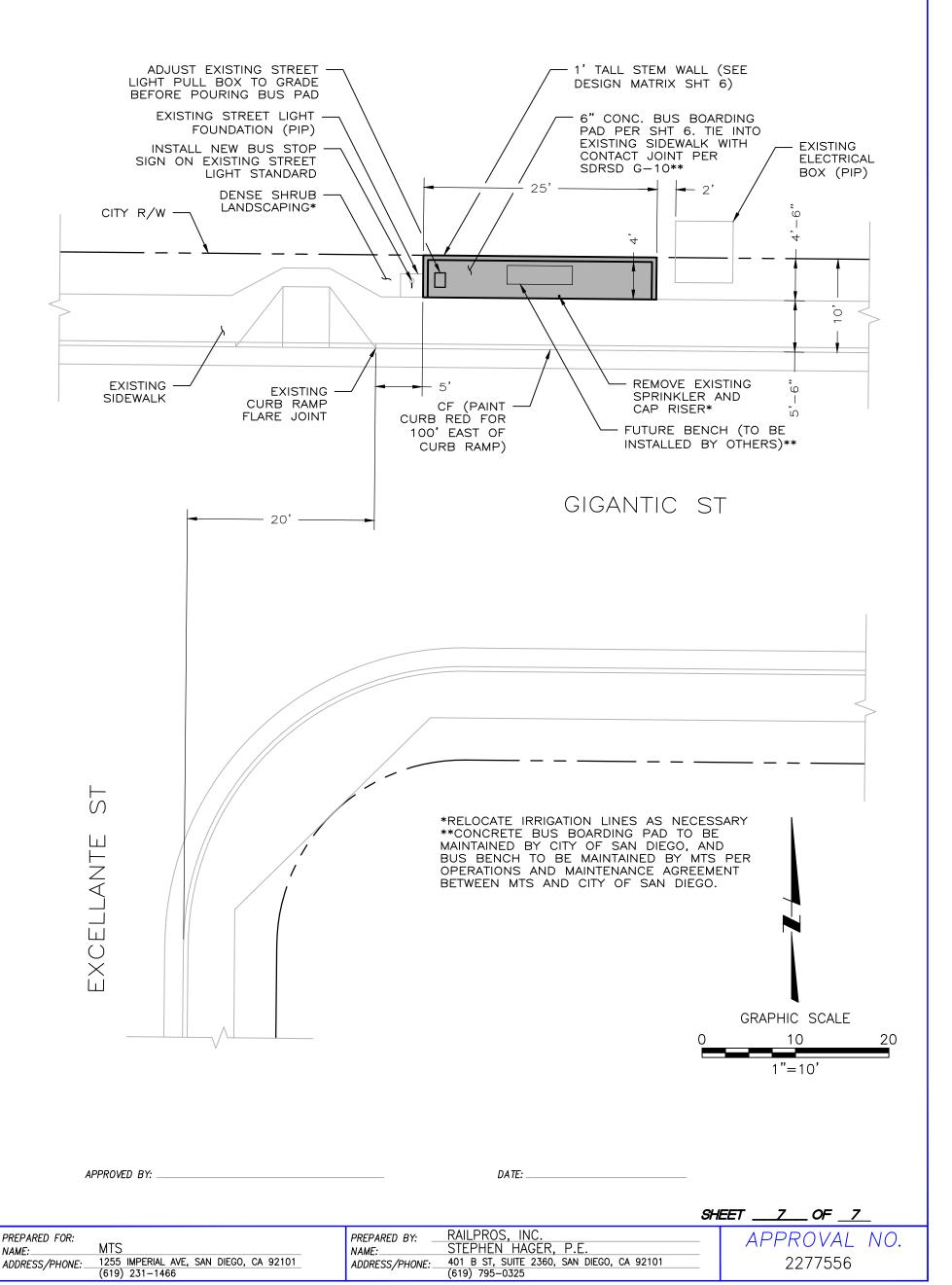


EXHIBIT B (Cost Breakdown)



Att. APAL 18, 09/16/2021 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	ı	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
		Proposal Total:	\$107,606.85
	The Percentage of Non Pre-Priced on this Proposal:		0.00%

Print Date: 08/24/202 13:17:39 PM PST



By Division Report

Version: 2.0

Total

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

Unit Price

Factor

JOC Name (Contractor): ABC General Inc.

Contract Name: 2019 - General Civil - ABC - Option 2

MOD

UOM Description

Contract Number: PWG275.0-19

Job Order Number: MTSJOC275-22

Job Order Name: ADA Bus Stop Phase II

Location: IAD

Record #

Cost Proposal Date: August 24, 2021

Proposal Value: \$107,606.85

CSI Number

)1 Gene	eral Requirements										\$65,625.36
1	012216000004		EA	Reimbursab	le Fees						
	Accepted	-			Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	EA		2,300.00	Х	\$1.00	Х	1.0000	=	\$2,300.00
abor Ex	cluded Equ	ipment Exclud	ded								\$2,300.00
	User Note:	PW set up fee PW truck fee 2	1 eacl	n at 500 r truck x 9 truc	ks						
	Item Note:	\$1.00. Insert the series of th	ne app Reiml e "note	ropriate quant oursable Fee). e" block to ider	ity to adjus If there are tify the Re	t the e mu imbu	e base cost to ultiple Reimbu ursable Fee (e	the ac rsable .g. sic	ctual Reimbui e Fees, list ea dewalk closui	rsable Fee ach one sep re, road cut	nbursable Fee is (e.g. quantity of parately and add a t, various permits, with the Price
	Owner Comments:										
	Contractor Comments:										
2	012220000017		HR	Laborer							
	Accepted	-			Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	HR		16.00	Х	\$68.23	х	1.1495	=	\$1,254.89
	Equipment Exclude	ed	Mate	rials Exclude	d						\$1,254.89
	User Note:	to get permits									
	Item Note:	For tasks not i	nclude	d in the Const	ruction Tas	k C	atalog® and a	s dire	cted by owne	er only.	
	Owner Comments:										
	Contractor Comments:	1									
3	012220000073		HR	Flagperson	For Traffic	Con	ntrol				
	Accepted	-			Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	HR		64.00	Х	\$68.23	Х	1.1495	=	\$5,019.54
	Equipment Exclude	ed	Mate	rials Exclude	d						\$5,019.54
	User Note:	4 site x 2 guys	x 8 hr	S							
	Item Note:										
	Owner Comments:										
	Contractor Comments:										

Price Proposal Details Report

Page 2 of 15

Print Date: 08/24/202 13/77:39 PM PST



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'	' Wi	de, Skid-Steer	Load	ler With Full-	Time Operato	or
	Accepted			Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	DAY	8.00	Х	\$1,002.17	Х	1.1495	=	\$9,215.9
	Equipment Excluded	d								\$9,215.9
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
5	012223001286		DAY	3 Ton Capacity, 12' To	16'	Bed, 4 x 2 Fla	t Bed	Truck With F	ull-Time Tru	ck Driver
	Accepted			Quantity	х	Unit Price	х	Factor	=	LineTot
		Installation	DAY	8.00	Х	\$932.05	Х	1.1495	=	\$8,571.
	Equipment Excluded	d								\$8,571.
	User Note:	to move water	r trailer							
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
6	012223001313		DAY	6 CY Rear Dump Truck	k W	ith Full-Time T	ruck I	Oriver		
	Accepted			Quantity	х	Unit Price	х	Factor	=	LineTo
		Installation	DAY	8.00	Х	\$997.92	Х	1.1495	=	\$9,176.
	Equipment Excluded	d								\$9,176.
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
7	012223001347		DAY	500 To 600 Gallon Wa	ter -	Trailer With Pu	ımp			
	Accepted			Quantity	х	Unit Price	х	Factor	=	LineTot
		Installation	DAY	8.00	Х	\$117.05	Х	1.1495	=	\$1,076.3
abor Ex	cluded Equi	ipment Exclu	ded							\$1,076.
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
8	015526000028		DAY	28" Cone With Reflecti	ve (Collar				,
	Accepted			Quantity	х	Unit Price	х	Factor	=	LineTot
	-	Installation	DAY	1,600.00	х	\$0.47	Х	1.1495	=	\$864.4
abor Ex	cluded Equi	ipment Exclu	ded							\$864.4
	•	100 cones x 8		2 days = 1600						
	Item Note:	31 1100 // 0		,.						
	Owner Comments:									
	Contractor Comments:									
	posal Dotails Papart									Page 2 of

Price Proposal Details Report

Page 3 of 15



By Division Report

Version: 2.0

Approved 08/24/2021 03:07:12 PM PST

Job: MTSJOC275-22: ADA Bus Stop Phase II

	015526000084		DAY	Mesh Or Vinyl Roll-up	Sigr	With Stand				
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	DAY	96.00		\$4.58	Х	1.1495	=	\$505.4
_abor Exc	cluded Equ	ipment Exclud	ded							\$505.4
	•	6 signs x 8 site		avs = 96						***************************************
	Item Note:	o digito x o dit	7 X Z GC	.yo = 00						
	Owner Comments:									
(Contractor Comments:									
10	015526000090		DAY	Aluminum Sign And A I	rar	ne Stand				
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTot
	·	Installation	DAY	96.00	х	\$3.47	Х	1.1495	=	\$382.9
Labor Exc	cluded Equ	ipment Exclud	ded						•	\$382.9
	-	6 barricades x		x 2 days = 96						
	Item Note:									
	Owner Comments:									
(Contractor Comments:									
11	015526000093		DAY	Trailer Mounted Flashir	ng A	Arrow Board				
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTot
		Installation	DAY	16.00	х	\$56.00	Х	1.1495	=	\$1,029.9
Labor Exc	cluded Equ	ipment Exclud	ded							\$1,029.9
	_	8 sites x 2 day								
	Item Note:	<u> </u>								
	Owner Comments:									
(
12	Owner Comments:		EA	Place And Remove Up	То	250 Cones Us	sing T	ruck		
	Owner Comments: Contractor Comments:	-	EA	Place And Remove Up Quantity		250 Cones Us Unit Price	sing T	ruck Factor		LineTota
	Owner Comments: Contractor Comments: 015526000103	Installation	EA EA		х				= =	
	Owner Comments: Contractor Comments: 015526000103 Accepted	Installation		Quantity	х	Unit Price	х	Factor		\$6,731.4
	Owner Comments: Contractor Comments: 015526000103 Accepted Mater	ials Excluded	EA	Quantity 1,600.00	х	Unit Price	х	Factor		LineTota \$6,731.4 \$6,731.4
	Owner Comments: Contractor Comments: 015526000103 Accepted Mater		EA	Quantity 1,600.00	х	Unit Price	х	Factor		\$6,731.4
	Owner Comments: Contractor Comments: 015526000103 Accepted Mater User Note:	ials Excluded	EA	Quantity 1,600.00	х	Unit Price	х	Factor		\$6,731.4
12	Owner Comments: Contractor Comments: 015526000103 Accepted Mater User Note: Item Note:	ials Excluded	EA	Quantity 1,600.00	х	Unit Price	х	Factor		\$6,731.4
12	Owner Comments: Contractor Comments: 015526000103 Accepted Mater User Note: Item Note: Owner Comments:	ials Excluded	EA	Quantity 1,600.00	x	Unit Price \$3.66	x	Factor 1.1495		\$6,731.4
12	Owner Comments: Contractor Comments: 015526000103 Accepted Mater User Note: Item Note: Owner Comments: Contractor Comments:	ials Excluded	EA sites x	Quantity 1,600.00 2 days	x x	Unit Price \$3.66	x	Factor 1.1495		\$6,731.4
12	Owner Comments: Contractor Comments: 015526000103 Accepted Mater User Note: Item Note: Owner Comments: Contractor Comments: 015526000107	ials Excluded	EA sites x	Quantity 1,600.00 2 days Place And Remove Up	x x To	Unit Price \$3.66	x x	Factor 1.1495	= .	\$6,731.4 \$6,731.4
12	Owner Comments: Ontractor Comments: 015526000103 Accepted Mater User Note: Item Note: Owner Comments: Ontractor Comments: 015526000107 Accepted	ials Excluded 100 cones x 8	EA sites x	Quantity 1,600.00 2 days Place And Remove Up Quantity	x x To	Unit Price \$3.66 250 Barricade Unit Price	x x	Factor 1.1495 Ing Truck Factor	= .	\$6,731.4 \$6,731.4 LineTot \$1,617.7
12	Owner Comments: Ontractor Comments: O15526000103 Accepted Mater User Note: Item Note: Owner Comments: O15526000107 Accepted Mater	ials Excluded 100 cones x 8 Installation ials Excluded	EA Sites X	Quantity 1,600.00 2 days Place And Remove Up Quantity 192.00	x x To	Unit Price \$3.66 250 Barricade Unit Price	x x	Factor 1.1495 Ing Truck Factor	= .	\$6,731.4 \$6,731.4 LineTot \$1,617.7
12	Owner Comments: Ontractor Comments: O15526000103 Accepted Mater User Note: Item Note: Owner Comments: O15526000107 Accepted Mater	ials Excluded 100 cones x 8	EA Sites X	Quantity 1,600.00 2 days Place And Remove Up Quantity 192.00	x x To	Unit Price \$3.66 250 Barricade Unit Price	x x	Factor 1.1495 Ing Truck Factor	= .	\$6,731.4 \$6,731.4 LineTot \$1,617.7
12	Owner Comments: Contractor Comments: 015526000103 Accepted Mater User Note: Owner Comments: Contractor Comments: 015526000107 Accepted Mater User Note:	ials Excluded 100 cones x 8 Installation ials Excluded	EA Sites X	Quantity 1,600.00 2 days Place And Remove Up Quantity 192.00	x x To	Unit Price \$3.66 250 Barricade Unit Price	x x	Factor 1.1495 Ing Truck Factor	= .	\$6,731.4 \$6,731.4 LineTota

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Job: MTSJOC275-22: ADA Bus Stop Phase II

Installation EA 16.00 x \$54.94 x 1.1495 = \$1,010.4		015526000112		EA	Place And Remove Tra	ailer	Mounted Boa	rds Ar	nd Signals Us	sing Truck	
Materials Excluded User Note: 8 site x 2 days = 16		Accepted	_		Quantity	х	Unit Price	Х	Factor	=	LineTota
Name Note: 8 site x 2 days = 16 Note: 1 Note: 1 Note: 2 Note: 3 Note: 48			Installation	EA	16.00	Х	\$54.94	Х	1.1495	=	\$1,010.4
Name Note: Second Name		Mate	rials Excluded								\$1,010.4
Contractor Comments:		User Note:	8 site x 2 days	= 16							
Contractor Comments:		Item Note:									
15		Owner Comments:									
Recepted Installation LF 720.00 x \$2.49 x 1.1495 = \$2.060.88	(Contractor Comments:									
Installation LF	15	015626000175		LF	48" High With Posts A	8' (On Center, Pla	stic M	esh Tempora	ary Safety F	ence
Equipment Excluded User Note: 90 lf x 8 sites S2,060.8		Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTota
User Note: 90 If x 8 sites Item Note:			Installation	LF	720.00	Х	\$2.49	Х	1.1495	=	\$2,060.8
Survey Clear Area For Underground Utilities Survey Clear Note: Survey Clear Area For Underground Utilities Survey Clear Note: Survey Clear Note		Equipment Exclude	ed								\$2,060.8
Owner Comments: Contractor Comments: Contractor Comments		User Note:	90 If x 8 sites								
Contractor Comments: 16		Item Note:									
EA First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Fractor Trailer With Up To 53' Bed Recepted Recepted Recepted Recepted Rec		Owner Comments:									
Accepted Backense Bac	(Contractor Comments:									
Installation EA 10.00 x \$734.34 x 1.1495 \$8,441.2	16	017113000004	_	EA				ір, Мо	bilization An	d Demobiliza	ation Using A
Materials Excluded User Note: bobcat 8 site mini exc 2 site Item Note: 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. Owner Comments:		Accepted			Quantity	X	Unit Price	X	Factor	=	LineTota
User Note: bobcat 8 site mini exc 2 site			Installation	EA	10.00	Х	\$734.34	Х	1.1495	=	\$8,441.2
Item Note: 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. Owner Comments:		Mate	rials Excluded								\$8,441.2
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. Owner Comments:		User Note:	bobcat 8 site								
Contractor Comments:			mini exc 2 site								
17 017123160019			mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig	ranspo graders jht mas	orting away. For equipme s, loader-backhoes, heav st construction forklifts, to	ent s /y d eles	uch as bulldoz uty constructio coping boom r	zers, n n load	notor scrape lers, tractors	rs, hydraulic , pavers, roll	excavators, ers, bridge
Accepted Quantity x Unit Price x Factor = LineTotal Installation ACR 0.30 x \$5,247.63 x 1.1495 = \$1,809.6 User Note: Item Note:		Item Note:	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders jht mas	orting away. For equipme s, loader-backhoes, heav st construction forklifts, to	ent s /y d eles	uch as bulldoz uty constructio coping boom r	zers, n n load	notor scrape lers, tractors	rs, hydraulic , pavers, roll	excavators, ers, bridge
Installation ACR 0.30 x \$5,247.63 x 1.1495 = \$1,809.6 User Note: Item Note:		Item Note:	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders jht mas	orting away. For equipme s, loader-backhoes, heav st construction forklifts, to	ent s /y d eles	uch as bulldoz uty constructio coping boom r	zers, n n load	notor scrape lers, tractors	rs, hydraulic , pavers, roll	excavators, ers, bridge
\$1,809.6 User Note: Item Note:		Item Note: Owner Comments: Contractor Comments:	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders ght mas g boom	orting away. For equipments, loader-backhoes, hear of construction forklifts, to omanlifts with >40' boom	ent s /y d eles i len	uch as bulldoz uty constructio coping boom r gths, etc.	zers, n n load ough	notor scrape lers, tractors	rs, hydraulic , pavers, roll	excavators, ers, bridge
User Note: Item Note:		Owner Comments: Contractor Comments: 017123160019	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders ght mas g boom	orting away. For equipments, loader-backhoes, header-backhoes, header construction forklifts, to manlifts with >40' boom	ent s /y d eles i len	uch as bulldoz uty constructio coping boom r gths, etc.	zers, n n load ough	notor scrape ders, tractors terrain const	rs, hydraulic , pavers, roll	excavators, ers, bridge
Item Note:		Owner Comments: Contractor Comments: 017123160019	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders ght mas g boom	orting away. For equipments, loader-backhoes, hearst construction forklifts, to manlifts with >40' boom	ent s /y d eles i len Und	uch as bulldoz uty constructio coping boom r gths, etc. derground Utili Unit Price	ties	notor scrape ders, tractors terrain const	rs, hydraulic , pavers, roll ruction forkli	excavators, lers, bridge fts, telescoping
		Owner Comments: Contractor Comments: 017123160019	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders ght mas g boom	orting away. For equipments, loader-backhoes, hearst construction forklifts, to manlifts with >40' boom	ent s /y d eles i len Und	uch as bulldoz uty constructio coping boom r gths, etc. derground Utili Unit Price	ties	notor scrape ders, tractors terrain const	rs, hydraulic , pavers, roll ruction forkli	excavators, ers, bridge fts, telescoping
Owner Comments:		Owner Comments: Contractor Comments: 017123160019 Accepted	mini exc 2 site Includes loadin for return and t gradalls, road g finishers, straig and articulating	ranspo graders ght mas g boom	orting away. For equipments, loader-backhoes, hearst construction forklifts, to manlifts with >40' boom	ent s /y d eles i len Und	uch as bulldoz uty constructio coping boom r gths, etc. derground Utili Unit Price	ties	notor scrape ders, tractors terrain const	rs, hydraulic , pavers, roll ruction forkli	excavators, lers, bridge fts, telescoping LineTota \$1,809.6
		Owner Comments: Contractor Comments: 017123160019 Accepted User Note:	mini exc 2 site Includes loadin for return and t gradalls, road of finishers, straig and articulating Installation	ranspo graders ght mas g boom	orting away. For equipments, loader-backhoes, hearst construction forklifts, to manlifts with >40' boom	ent s /y d eles i len Und	uch as bulldoz uty constructio coping boom r gths, etc. derground Utili Unit Price	ties	notor scrape ders, tractors terrain const	rs, hydraulic , pavers, roll ruction forkli	excavators, lers, bridge fts, telescoping LineTota \$1,809.6

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Job: MTSJOC275-22: ADA Bus Stop Phase II

18	017419000021		МО	Rampless Concrete W	ash	out Bin				
	Accepted	•		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	MO	1.00	Х	\$555.08	Х	1.1495	=	\$638.06
Labor Excl	uded Equ	ipment Exclu	ded							\$638.06
	User Note:									
	Item Note:	Includes delive	ery.							
	Owner Comments:									
Co	ontractor Comments:									
19	017419000036		TON	General Refuse						
	Accepted	-		Quantity	х	Unit Price	Х	Factor	=	LineTotal
		Installation	TON	80.00	Х	\$42.61	Х	1.1495	=	\$3,918.42
Labor Excl	uded Equ	ipment Exclu	ded							\$3,918.42
	User Note:	40 cy x 2tn/cy	= 80							
	Item Note:									
-	Owner Comments:									
Co	ontractor Comments:									



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Job: MTSJOC275-22: ADA Bus Stop Phase II

Record	# CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
02 Exis	sting Conditions									\$2,828.05
20	024119130282		IN	1/2" Diameter Drilling In (Co	ncrete Per Ind	ch Of I	Depth		
	Accepted			Quantity x	(Unit Price	Х	Factor	=	LineTotal
		Installation	IN	1,224.00 x	Ĺ	\$2.01	Χ	1.1495	=	\$2,828.05
									-	\$2,828.05
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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Job: MTSJOC275-22: ADA Bus Stop Phase II

	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total
03 Concre	ete								\$24,526.53
21	032116000171		EA	1/2" Diameter x 24" Lor	g, Epoxy Coated	Defo	med Straight	Dowel	
	Accepted	-		Quantity	x Unit Price	Х	Factor	=	LineTotal
		Installation	EA	102.00	x \$2.84	Х	1.1495	=	\$332.99
									\$332.99
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ontractor Comments:								
22	033113000111		CY	Delivery Fee For Concr	ete Purchases P	er CY	For Each CY	Less Tha	n 9 CY
	Accepted	•		Quantity	x Unit Price	х	Factor	=	LineTotal
		Installation	CY	52.00	x \$18.32	Х	1.1495	=	\$1,095.06
Labor Excl	uded Equ	ipment Exclud	ded						\$1,095.06
	User Note:								
	Owner Comments:	The task quan	tity is 9	minus the number of CY	s delivered. I of	CAAITIP	ole, the delive	ery lee loi	201315. (3-2) = 1.
	Owner Comments:	The task quan				examp	ole, the delive	ily lee loi	2015 IS. (5-2) = 1.
C 6	Owner Comments: ontractor Comments: 033113000115	The task quan	SF	4" Equipment Pad With	Rebar				
	Owner Comments:	-	SF	4" Equipment Pad With Quantity	Rebar	х	Factor		LineTotal
	Owner Comments: ontractor Comments: 033113000115	The task quan		4" Equipment Pad With	Rebar				LineTotal \$14,585.65
	Owner Comments: ontractor Comments: 033113000115 Accepted	-	SF	4" Equipment Pad With Quantity	Rebar	х	Factor		LineTotal \$14,585.65 \$14,585.65
	Owner Comments: ontractor Comments: 033113000115 Accepted User Note:	-	SF	4" Equipment Pad With Quantity	Rebar	х	Factor		LineTotal \$14,585.65
	Owner Comments: ontractor Comments: 033113000115 Accepted User Note: Item Note:	-	SF	4" Equipment Pad With Quantity	Rebar	х	Factor		LineTotal \$14,585.65
23	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments:	-	SF	4" Equipment Pad With Quantity	Rebar	х	Factor		LineTotal \$14,585.65
23 Cc	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: ontractor Comments:	-	SF	4" Equipment Pad With Quantity 763.00	Rebar x Unit Price x \$16.63	х	Factor		LineTotal \$14,585.65
23	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: 033113000116	-	SF	4" Equipment Pad With Quantity 763.00	Rebar x Unit Price x \$16.63	x x	Factor 1.1495	= =	LineTotal \$14,585.65 \$14,585.65
23 Cc	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: ontractor Comments:	Installation	SF SF	4" Equipment Pad With Quantity 763.00 6" Equipment Pad With Quantity	Rebar x Unit Price x \$16.63 Rebar x Unit Price	x x	Factor 1.1495 Factor	= = _	LineTotal \$14,585.65 \$14,585.65
23 Cc	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: 033113000116	-	SF	4" Equipment Pad With Quantity 763.00	Rebar x Unit Price x \$16.63 Rebar x Unit Price	x x	Factor 1.1495	= =	LineTotal \$14,585.65 \$14,585.65 LineTotal \$8,512.83
23 Cc	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: 033113000116	Installation	SF SF	4" Equipment Pad With Quantity 763.00 6" Equipment Pad With Quantity	Rebar x Unit Price x \$16.63 Rebar x Unit Price	x x	Factor 1.1495 Factor	= = _	LineTotal \$14,585.65 \$14,585.65 LineTotal \$8,512.83
23 Cc	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: 033113000116 Accepted	Installation	SF SF	4" Equipment Pad With Quantity 763.00 6" Equipment Pad With Quantity	Rebar x Unit Price x \$16.63 Rebar x Unit Price	x x	Factor 1.1495 Factor	= = _	LineTotal \$14,585.65 \$14,585.65
23 Cc	Owner Comments: 033113000115 Accepted User Note: Item Note: Owner Comments: 033113000116 Accepted User Note:	Installation	SF SF	4" Equipment Pad With Quantity 763.00 6" Equipment Pad With Quantity	Rebar x Unit Price x \$16.63 Rebar x Unit Price	x x	Factor 1.1495 Factor	= = _	LineTotal \$14,585.65 \$14,585.65 LineTotal \$8,512.83

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Record #	CSI Numb	er	MOD	UOM	Description		Unit Price		Factor		Total
28 Electron	nic Safety An	d Secui	rity								\$1,926.65
25	2821000000	53		EA	Traffic Control Plan Ch	eck	, first block/inte	ersect	ion, less thar	3 weeks	
	Accepted	I	•		Quantity	х	Unit Price	х	Factor	=	LineTotal
			Installation	EA	8.00	Х	\$209.51	Х	1.1495	=	\$1,926.65
Labor Exclud	ded	Equip	ment Exclu	ded							\$1,926.65
	User	Note:									
	Item	Note:									
	Owner Comn	nents:									
Con	tractor Comn	nents:									



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Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total
31 Earthw	ork								\$6,212.02
26	310516000026		CY	Graded Aggregate Base I	Fill (3/4" Minus)	Class	s II Base		
	Accepted	-		Quantity x	Unit Price	Х	Factor	=	LineTotal
		Installation	CY	14.00 x	\$49.32	Х	1.1495	=	\$793.71
									\$793.71
	User Note:	1561 sf x .167	/27 = 10	0.5 cy x 1.36 swell = 14 cy					
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
27	310516000026	0054	CY	For >10 To 25, Add					
	Accepted	-		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	CY	14.00 x	\$4.94	Х	1.1495	=	\$79.50
									\$79.50
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
28	312316130007		CY	Excavation For Trenching	By Hand In So	oil			
	Accepted	-		Quantity x	Unit Price	Х	Factor	=	LineTotal
		Installation	CY	1.00 x	\$102.80	Х	1.1495	=	\$118.17
	Materi	als Excluded							\$118.17
	User Note:	post holes 1' x	1' x 2'	= .07 x 9 = .63cy x 1.38 sw	ell = .86 cy				
	Item Note:	Includes stock	piling e	xcess materials and trimmi	ng sides and b	ottom	of trench.		
	Owner Comments:								
Co	ntractor Comments:								

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Job: MTSJOC275-22: ADA Bus Stop Phase II

	312316360017		CY			Touridations	Allu C	iner Structur	es by Skiu-s	Steer Loader
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTot
		Installation	CY	14.00	Х	\$3.57	Х	1.1495	=	\$57.4
	Mater	ials Excluded								\$57.4
	User Note:	base								
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
30	312316360017	0019	CY	For >20 To 50, Add						
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTot
		Installation	CY	14.00	Х	\$2.68	Х	1.1495	=	\$43.1
	Mater	ials Excluded								\$43.1
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
31	312316360019		CY	Backfilling Around Buil	ding	Foundations	And C	ther Structur	es By Hand	
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTot
		Installation	CY	7.00	Х	\$48.95	Х	1.1495	=	\$393.8
	Mater	ials Excluded								\$393.8
	User Note:	along edges of	pad 3	5 x 2 x 8 x .33 = 7 cy						
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
32	312316360022		CV			base For Build	ling F	oundations a	nd Other Stru	
	312310300022		CY	Compaction Of Fill Or	Sub		-			uctures by Hand
	Accepted	-	CY	Compaction Of Fill Or Quantity		Unit Price	х	Factor	=	uctures by Hand LineTot
		- Installation	CY		х				= =	
	Accepted	Installation		Quantity	х	Unit Price	х	Factor		LineTot
	Accepted Materi	ials Excluded subgrade 1561	CY sf x 6	Quantity 51.00	х	Unit Price	х	Factor		LineTot \$1,888.3
	Accepted Materi User Note:	ials Excluded	CY sf x 6	Quantity 51.00	х	Unit Price	х	Factor		LineTot \$1,888.3
	Accepted Mater User Note:	ials Excluded subgrade 1561	CY sf x 6	Quantity 51.00	х	Unit Price	х	Factor		LineTot \$1,888.3
	Accepted Materi User Note: Item Note: Owner Comments:	ials Excluded subgrade 1561	CY sf x 6	Quantity 51.00	х	Unit Price	х	Factor		LineTot \$1,888.3
	Accepted Mater User Note: Item Note: Owner Comments: Contractor Comments:	ials Excluded subgrade 1561	CY sf x 6 - 7 cy a	Quantity 51.00 ' = 30 cy along edges	×	Unit Price \$32.21	x	Factor 1.1495	=	\$1,888.3 \$1,888.3
33	Accepted Mater User Note: Item Note: Owner Comments: Contractor Comments: 312316360024	ials Excluded subgrade 1561	CY sf x 6	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structu	ures by Mach	\$1,888.3 \$1,888.3
	Accepted Mater User Note: Item Note: Owner Comments: Contractor Comments:	ials Excluded subgrade 1561 14 cy class II +	CY sf x 6	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structure Factor	ures by Mach	\$1,888.3 \$1,888.3
	Accepted Materi User Note: Item Note: Owner Comments: Contractor Comments: 312316360024 Accepted	sials Excluded subgrade 1561 14 cy class II +	CY sf x 6 - 7 cy a	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structu	ures by Mach	\$1,888.3 \$1,888.3 sine LineTot \$198.6
	Accepted Materi User Note: Item Note: Owner Comments: Contractor Comments: 312316360024 Accepted Materi	ials Excluded subgrade 1561 14 cy class II +	CY sf x 6	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structure Factor	ures by Mach	\$1,888.3 \$1,888.3
	Accepted Materi User Note: Item Note: Owner Comments: Contractor Comments: 312316360024 Accepted Materi User Note:	sials Excluded subgrade 1561 14 cy class II +	CY sf x 6	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structure Factor	ures by Mach	\$1,888.3 \$1,888.3 sine LineTot \$198.0
	Accepted Materi User Note: Item Note: Owner Comments: 312316360024 Accepted Materi User Note: Item Note:	sials Excluded subgrade 1561 14 cy class II +	CY sf x 6	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structure Factor	ures by Mach	\$1,888.3 \$1,888.3 sine LineTot \$198.6
33	Accepted Materi User Note: Item Note: Owner Comments: Contractor Comments: 312316360024 Accepted Materi User Note:	sials Excluded subgrade 1561 14 cy class II +	CY sf x 6	Quantity 51.00 ' = 30 cy along edges Rough Grading For Bu	x x	Unit Price \$32.21	x x	Factor 1.1495 Other Structure Factor	ures by Mach	\$1,888.3 \$1,888.3 sine LineTot \$198.6

Price Proposal Details Report

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Job: MTSJOC275-22: ADA Bus Stop Phase II

34	312316360026		SY	Finish Grading For Bui	ldin	g Foundations	And (Other Structu	res by Hand	l
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	SY	180.00	Х	\$9.52	Х	1.1495	=	\$1,969.78
	Materi	als Excluded								\$1,969.78
	User Note:									
	Item Note:									
	Owner Comments:									
C	Contractor Comments:									
35	312316360032		CY	Spread Excess Or Imp	orte	d Material On	Site E	By Hand		
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CY	14.00	Х	\$41.60	Х	1.1495	=	\$669.47
	Materi	als Excluded								\$669.47
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



Price Proposal Details Report

Att. A Price Proposal Detail

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Job: MTSJOC275-22: ADA Bus Stop Phase II

Record #	CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
32 Exterio	r Improvements									\$6,488.24
36	320190360006		MSF	Herbicide (Post-Emerge ingredient), 1.1 oz/MSF	ent)	, Applied By P	ush S	preader Or	Hand, Glyph	osate (41% active
	Accepted	•		Quantity	х	Unit Price	Х	Factor	=	LineTotal
		Installation	MSF	3.00	Х	\$4.88	Χ	1.1495	=	\$16.83
										\$16.83
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									
37	320190360006	0483	MSF	For Application On Area	as V	Vith Planting N	/lateria	al, Add		
	Accepted	•		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	MSF	3.00	х	\$0.90	Х	1.1495	=	\$3.10
	Materi	als Excluded								\$3.10
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									
38	321613130002		LF	6" x 12" Cast In Place C	on	crete Curb (Ty	rpe A1	-6)		
	Accepted	•		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	30.00	х	\$14.72	Х	1.1495	=	\$507.62
										\$507.62
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									
39	321613130002	0078	LF	For >20 To 50, Add						
	Accepted	•		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	30.00	х	\$5.23	Х	1.1495	=	\$180.36
										\$180.36
	User Note:									
	Item Note:									
	Owner Comments:									



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Job: MTSJOC275-22: ADA Bus Stop Phase II

	321613130002		LF 6" x 12" Cast In Place Concrete Curb (Type A1-6)						
	Accepted	-		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	LF	63.00 x	\$14.72	Х	1.1495	=	\$1,066.0
									\$1,066.0
	User Note:	small stem wa	II						
	Item Note:								
	Owner Comments:								
	Contractor Comments:								
41	321613130002	0079	LF	For >50 To 100, Add					
	Accepted			Quantity x	Unit Price	Х	Factor	=	LineTot
		Installation	LF	63.00 x	\$1.99	Х	1.1495	=	\$144.1
									\$144.1
	User Note:								
	Item Note: Owner Comments:								
	Contractor Comments:								
42	321613130006		LF	6" x 16" Cast In Place Co	ocrete Curh				
42		-	LI	Quantity x			Factor		LineTot
	Accepted	Installation	LF	93.00 x	\$17.78	x x	1.1495	=	\$1,900.
		iristaliation	LI	93.00 X	φ17.70	۸	1.1493	=	
	User Note:	larger stem wa	ıll						\$1,900.7
	Item Note:	larger sterri wa							
	Owner Comments:								
(Owner Comments: Contractor Comments:								
43		0079	LF	For >50 To 100, Add					
	Contractor Comments: 321613130006	0079	LF	For >50 To 100, Add Quantity x	Unit Price	x	Factor	=	LineTot
	Contractor Comments:	0079	LF LF		Unit Price \$2.38	x x	Factor 1.1495	= =	
	Contractor Comments: 321613130006	-		Quantity x					\$254.4
	Contractor Comments: 321613130006	-		Quantity x					\$254.4
	321613130006 Accepted	-		Quantity x					\$254.4
	321613130006 Accepted User Note:	-		Quantity x					\$254.4
43	321613130006 Accepted User Note: Item Note:	-		Quantity x					\$254.4
43	Ountractor Comments: 321613130006 Accepted User Note: Item Note: Owner Comments:	-		Quantity x					\$254.4
43	Ountractor Comments: 321613130006 Accepted User Note: Item Note: Owner Comments: Contractor Comments:	-	LF	Quantity x 93.00 x					\$254.4 \$254.4
43	User Note: Owner Comments: Owner Comments: 321723130141	-	LF	Quantity x 93.00 x Painted Curb	\$2.38	X	1.1495	=	\$254.4 \$254.4 LineTot
43	User Note: Owner Comments: Owner Comments: 321723130141	Installation	LF	Quantity x 93.00 x Painted Curb Quantity x	\$2.38 Unit Price	x	1.1495 Factor	=	\$254.4 \$254.4 LineTot \$458.6
43	User Note: Owner Comments: Owner Comments: 321723130141	Installation	LF	Quantity x 93.00 x Painted Curb Quantity x	\$2.38 Unit Price	x	1.1495 Factor	=	\$254.4 \$254.4 LineTot \$458.6
43	User Note: Item Note: Owner Comments: 321723130141 Accepted	Installation	LF	Quantity x 93.00 x Painted Curb Quantity x	\$2.38 Unit Price	x	1.1495 Factor	=	\$254.4 \$254.4 LineTot \$458.6
43	User Note: Owner Comments: 321613130006 Accepted User Note: Item Note: Owner Comments: 321723130141 Accepted User Note:	Installation	LF	Quantity x 93.00 x Painted Curb Quantity x	\$2.38 Unit Price	x	1.1495 Factor	=	LineTot: \$254.4 \$254.4 LineTot: \$458.6

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Job: MTSJOC275-22: ADA Bus Stop Phase II

			9	For Post Hole	Fill	12" Diameter, Concrete	VLF		323113130027	45
LineTota	=	Factor	х	Unit Price	х	Quantity		-	Accepted	
\$386.3	=	1.1495	Х	\$18.67	Х	18.00	VLF	Installation		
\$386.3										
									User Note:	
									Item Note:	
									Owner Comments:	
									Contractor Comments:	
)	Bird® 1802P	(Rain I	prinkler Head	ıy Sp	2" Pop-Up Height, Spra	EA		328423000003	46
LineTota	=	Factor	х	Unit Price	х	Quantity		-	Accepted	
\$291.5	=	1.1495	х	\$25.36	Χ	10.00	EA	Installation		
\$291.5										
									User Note:	
									Item Note:	
									Owner Comments:	
									Contractor Comments:	
over, Backfilled	s, 12" Of Co	e With Fitting	C) Pipe	Chloride (PVC	rinyl	3/4" Schedule 40 Polyv And Compacted	LF		328423000562	47
LineTota	=	Factor	х	Unit Price	х	Quantity		-	Accepted	
\$1,278.5	=	1.1495	Х	\$4.54	Х	245.00	LF	Installation		
\$1,278.5										
									User Note:	
									Item Note:	
									Owner Comments:	
									Contractor Comments:	
	otal:	Т								
\$107,606.8	Otal.									
\$107,606.8 \$107,606.8		Proposal T								

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EXHIBIT C (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, CA 92101



Date: 8/24/2021

Job Order Contracting

Subcontractor Report

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
					Grand Total:	\$10,970,864.20



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 postwarranty 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, <u>Julia.Tuer@sdmts.com</u>

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

MAINTENANCE, REPAIR AND	PARTS SUPPORT SERVICES
THIS AGREEMENT is entered into thisoby and between San Diego Metropolitan Transit Sy following, hereinafter referred to as "Contractor":	
Name: Luminator Technology Add	dress: 24000 35 th Avenue, SE
	Bothell, WA 98021
Form of Business: Corporation	
(Corporation, Partnership, Sole Proprietor, etc.)	mail: Rod.Jones@luminator.com
Telephone: (425) 483-7100 ext.183	
Authorized person to sign contracts Rod Jon	es President
Name	Title
The Contractor agrees to provide the post-warranty MTS bus fleet On Board Video Surveillance System Scope of Work (Exhibit A), Contractor's Cost Propostandard Agreement, including Standard Conditions with signed MTS Forms- Luminator Technology Grou Contractors (Exhibit F). The contract term is for up to five (5) base years an	(OBVSS) services as specified in the conformed psal Form (Exhibit B), and in accordance with the (Exhibit C), and Federal Requirements (Exhibit D) up (Exhibit E), and Policy 44C Travel Guidelines for
discretion, for a total of ten (10) years. Base period sh 30, 2026 and option years shall be effective October by MTS.	all be effective October 1, 2021 through September
Payment terms shall be net 30 days from invoice da \$4,286,750.60 for the base years and \$6,684,113.60 f \$10,970,864.20 without the express written consent	or the option years, for a contract total not to exceed
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	64T63TLUMINATOR TECHNOLOGY GROUP
Ву:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
Ву:	Title:
Karen Landers, General Counsel	



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, <u>Julia.Tuer@sdmts.com</u>

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 California by and between San Diego Metropolitan Traagency, and the following, hereinafter referred to as "C	ansit System ("M Contractor":	2021, in the state of TS"), a California public
Name: ABC General Contractor, Inc.	Address: <u>3120</u>	National Avenue
Form of Business: Corporation	Saı	n Diego, CA 92113
(Corporation, partnership, sole proprietor, etc.)	Telephone:	(619) 247-7113
Authorized person to sign contracts: Kenne Name		President Title
Pursuant to the existing Job Order Contract (MTS Doc to Contractor to complete the detailed Scope of Work (the Scope of Work (attached as Exhibit B.), and the so Order (attached as Exhibit C.)	(attached as Exhi	ibit A.), the Cost Breakdown for
TOTAL PAYMENTS TO CONTRACTOR SHALL NOT	EXCEED \$155,2	<u>228.61</u>
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ABC GEI	NERAL CONTRACTOR, INC.
By:	Firm:	
Approved as to form:	By:Siç	gnature
By: Karen Landers, General Counsel	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 completer survey of the roof to access potential areas that require repair.

The intent is to repair roofing deficiencies so here 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.

Fli Relk	nap. Man	ager of (Canital F	Projects
cii beir	llab. Iviali	auei oi v	Javilai i	-i Olecia

Date

Att. A, AI 20, 09/16/2021

EXHIBIT B (Cost Breakdown)



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
		Proposal Total:	\$155,228.61
	The Percentage of Non Pre-Pr	riced on this Proposal:	0.00%

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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
)1 Genera	al Requirements									\$77,227.00
1	012220000027		HR	Laborer						
	Accepted	-		Quant	ity x	Unit Price	х	Factor	=	LineTotal
		Installation	HR	160	00 x	\$74.04	Х	0.9645	=	\$11,425.85
	Equipment Excluded	i	Mater	ials Excluded						\$11,425.85
	User Note:									
	Item Note:	For tasks not i	ncluded	in the Construction	Task	Catalog® and a	as dire	cted by owne	er only.	
	Owner Comments:									
Co	entractor Comments:									
2	012220000043		HR	Sheet Metal Worke	r					
	Accepted	-		Quant	ity x	Unit Price	х	Factor	=	LineTotal
		Installation	HR	220	.00 x	\$80.76	Х	0.9645	=	\$17,136.46
	Equipment Excluded	i	Mater	ials Excluded						\$17,136.46
	User Note:									
	Item Note:	For tasks not i	ncluded	in the Construction	Task	Catalog® and a	as dire	cted by owne	er only.	
	Owner Comments:									
Co	entractor Comments:									
3	012220000043	0001	HR	For Foreman, Add						
	Accepted	-		Quant	ity x	Unit Price	х	Factor	=	LineTotal
		Installation	HR	110	00 x	\$4.04	Х	0.9645	=	\$428.62
	Equipment Excluded	i	Mater	ials Excluded						\$428.62
	User Note:									
	Item Note:	For tasks not i	ncluded	in the Construction	Task	Catalog® and a	as dire	cted by owne	er only.	
	Owner Comments:									
Co	entractor Comments:			<u> </u>						

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Job: MTSJOC324-06: Building C Roof Repairs

4	012223000011	_	DAY	80' Engine Powered, T	eles	coping Boom	Man I	ift With Platf	orm	
	Accepted			Quantity	X	Unit Price	X	Factor	=	LineTota
		Installation	DAY	14.00	Χ	\$1,076.16	Х	0.9645	=	\$14,531.3
abor Exc	cluded Equ	ipment Exclud	ded						_	\$14,531.3
	User Note:									
	Item Note:									
	Owner Comments:									
C	Contractor Comments:									
5	012223000011		DAY	80' Engine Powered, T	eles	coping Boom	Man I	ift With Platf	orm	
	Accepted	-		Quantity	х	Unit Price	Х	Factor	=	LineTota
		Installation	DAY	14.00	Х	\$1,076.16	Х	0.9645	=	\$14,531.3
abor Exc	cluded Equ	ipment Exclud	ded						_	\$14,531.3
	User Note:									
	Item Note:									
	Owner Comments:									
(Contractor Comments:									
6	012223000011		DAY	80' Engine Powered, T	eles	coping Boom	Man I	ift With Platf	orm	
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	DAY	14.00	Х	\$1,076.16	Х	0.9645	=	\$14,531.3
abor Exc	cluded Equ	ipment Exclud	ded						_	\$14,531.3
	User Note:									
	Item Note:									
	Owner Comments:									
(Contractor Comments:									
7	017113000004		EA	First 25 Miles, Equipme Tractor Trailer With Up			ір, Мс	bilization An	d Demob	ilization Using A
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	EA	3.00	Х	\$715.07	Х	0.9645	=	\$2,069.00
	Mate	rials Excluded							_	\$2,069.0
	User Note:									
	Item Note:	for return and gradalls, road finishers, straig	transpo graders ght mas	down of equipment, deliv orting away. For equipme s, loader-backhoes, heav st construction forklifts, to man lifts with >40' boon	nt s y di eles	uch as bulldoz uty construction coping boom r	zers, r n load	notor scrape lers, tractors	rs, hydrau , pavers,	ılic excavators, rollers, bridge
	Owner Comments:		-							
	Contractor Comments:	1								

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Job: MTSJOC324-06: Building C Roof Repairs

8	017419000016		EA	40 CY Dumpster (5 To	n) "(Construction D	ebris'			
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	3.00	Х	\$814.98	Х	0.9645	=	\$2,358.14
Labor Exc	luded Equ	ipment Exclud	ded						_	\$2,358.14
	User Note:									
	Item Note:	Includes delive	ery of d	umpster, rental cost, pick	r-up	cost, hauling,	and o	disposal fee.	Non-haza	ardous material.
	Owner Comments:									
С	Contractor Comments:									
9	017419000036		TON	General Refuse						
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	TON	5.00	Х	\$44.52	Х	0.9645	=	\$214.70
Labor Exc	luded Equ	ipment Exclud	ded						_	\$214.70
	User Note:									
	Item Note:									
	Owner Comments:									
C	Contractor Comments:									_

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Job: MTSJOC324-06: Building C Roof Repairs

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total
07 Therma	al And Moisture Pro	tection							\$74,847.69
10	071416000010		CSF	1/8" Fiberglass Reinforce	d, Fluid Neopre	ene			
	Accepted	•		Quantity x	Unit Price	Х	Factor	=	LineTotal
		Installation	CSF	25.00 x	\$359.26	Х	0.9645	=	\$8,662.66
									\$8,662.66
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
11	071416000012		CSF	90 Mil, 4 Coats, Fluid Ned	prene				
	Accepted	•		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	CSF	3.00 x	\$1,139.17	Х	0.9645	=	\$3,296.19
									\$3,296.19
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
12	074113000059		SF	Architectural 22 Gauge Ta	316 Stainless S	Steel S	Standing Sea	m Concea	led Fastener Roofing
	Accepted	•		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	SF	936.00 x	\$28.50	Х	0.9645	=	\$25,729.00
									\$25,729.00
	User Note:								
	Item Note:								
	Owner Comments:								
Со	ntractor Comments:								

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Job: MTSJOC324-06: Building C Roof Repairs

13	075113000006		SQ	Asphalt Coated Polyes Applied	ly Sheet, C	Sheet, Cold Adhesive				
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	SQ	40.00	Х	\$150.19	Х	0.9645	=	\$5,794.3
										\$5,794.33
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
14	075113000006	0131	SQ	For >20 To 40, Add						
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	SQ	40.00	Х	\$9.96	Χ	0.9645	=	\$384.20
										\$384.20
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
15	075113000069		SQ Demolish Cap Sheet Surfaced, Built Up Roofing System							
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	SQ	50.00	Х	\$198.10	Х	0.9645	=	\$9,553.3
	Materi	als Excluded								\$9,553.37
	User Note:									
	Item Note:	Includes protec	ctive su	urfacing.						
	Owner Comments:									
	Contractor Comments:									
16	075113000069	0152	SQ	For >10 To 25, Add						
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	SQ	25.00	Х	\$29.48	Х	0.9645	=	\$710.84
	Equipment Excluded	t	Mate	rials Excluded						\$710.84
	User Note:									
	Item Note:	Includes protec	ctive su	urfacing.						
	Owner Comments:									
	Contractor Comments:									

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Job: MTSJOC324-06: Building C Roof Repairs

17	077123000275		LF	3" x 4", 26 Gauge, Rectangular Stainless Steel Downspout						
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	300.00	Х	\$15.40	Х	0.9645	=	\$4,455.99
		Demo	LF	300.00	Х	\$1.96	Х	0.9645	=	\$567.13
									•	\$5,023.12
	User Note:									
	Item Note:									
	Owner Comments:									
С	ontractor Comments:									
18	077123000275	0310	LF	For >100 To 250', Add						
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	300.00	Х	\$0.87	Х	0.9645	=	\$251.73
	Equipment Excluded	i								\$251.73
	User Note:									
	Item Note:									
	Owner Comments:									
С	ontractor Comments:									
19	077123000275	0319	LF	For 24 Gauge, Add						
	Accepted	-		Quantity	Х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	260.00	Х	\$2.39	Х	0.9645	=	\$599.34
Labor Excl	uded Equi	pment Exclud	ded							\$599.34
	User Note:									
	Item Note:									
	Owner Comments:									
С	ontractor Comments:									
20	077123000342		LF	Clean Gutters And Down	nsp	oouts				
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	300.00	Х	\$1.39	Х	0.9645	=	\$402.20
	Materi	als Excluded								\$402.20
	User Note:									
	Item Note:									
	Owner Comments:									
С	ontractor Comments:									

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Job: MTSJOC324-06: Building C Roof Repairs

21	079213000016		CLF	1" x 1" Joint, Silicone Sea	lant And Caulk	ing			
	Accepted	-		Quantity x	Unit Price	х	Factor	=	LineTotal
		Installation	CLF	14.00 x	\$883.97	Х	0.9645	=	\$11,936.25
									\$11,936.25
	User Note:								
	Item Note:								
	Owner Comments:								
	Contractor Comments:								
22	079213000016	0122	CLF	For 1 Part Mildew Resista	ınt, Add				
	Accepted	-		Quantity x	Unit Price	х	Factor	=	LineTotal
	•								
	•	Installation	CLF	14.00 x	\$185.47	Х	0.9645	=	\$2,504.40
Labor Exc	·	Installation pment Exclud		14.00 x	\$185.47	Х	0.9645	=	\$2,504.40 \$2,504.40
Labor Exc	·			14.00 x	\$185.47	Х	0.9645	=	
Labor Exc	cluded Equi			14.00 x	\$185.47	х	0.9645	=	
Labor Exc	cluded Equi User Note:			14.00 x	\$185.47	X	0.9645	=	

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Att. A Price Proposal Detail By Division Report

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Job: MTSJOC324-06: Building C Roof Repairs

Red	ord#	CSI Number	MOD	Unit Price		Factor		Total					
09	Finishes									\$3,153.92			
	23	090190520021		SF	Power Tool Cleaning, Meta	Power Tool Cleaning, Metal Surfaces, Surface Preparation							
		Accepted	,		Quantity x	Unit Price	х	Factor	=	LineTotal			
			Installation	SF	3,000.00 x	\$1.09	Х	0.9645	=	\$3,153.92			
		Mate	erials Excluded							\$3,153.92			
		User Note	: :										
		Item Note):										
	(Owner Comments	s:										
	Cont	ractor Comments	s:										
									Total:	\$155,228.61			
							ı	Proposal	Total:	\$155,228.61			
					The Percentage of I	The Percentage of Non Pre-Priced on this Proposal:							

EXHIBIT C (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, CA 92101



Date: 8/25/2021

Job Order Contracting

Subcontractor Report

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

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

II. SCOPE OF WORK

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

Task 1: Project Management

Our team will:

below.

- 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.

- 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 (H2) Fuel Cell infrastructure –a high level overview of potential impacts to adding hydrogen cell infrastructure to IAD site will be performed including:
 - Scalable H2 yard for cryogenically stored H2 for initial Fuel Cell Electric Bus (FCEB) supporting 50 FCEB and expanded to support full fleet of 154 FCEBs.
 - ii. Alternatives foot print of H2 on-site generation equipment
 - iii. ROM costs of H2 compression and storage equipment
 - Layout alternatives for location of H2 yard and fueling position on IAD site including listing setbacks from various H2 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.

MTS South Bay Maintenance Facility Electric Bus	2021		
Concept Layouts NTP to Final Concepts	Sept Oct Nov Dec Jai	Jan	
15 WEEKS (105 Calendar Days) TOTAL	- 1 2 <mark>3 4 5 1 2 3 4 1 2 3 4</mark> 1 <mark>2 3 4</mark> 1 2 3 4 5 1 2	3 4	
TASK 1: PROJECT MANAGEMENT	15 WKS	П	
NTP / Kick off			
Receive Existing Data	■ Deliverable		
TASK 2: SITE ASSESSMENT	7.5 WKS \$ Cost Estimate		
Review Existing Data / Develop Site Backgrounds	■ Task Duration	П	
Workshop 1 - Existing Site Assessment	■ MTS Review	П	
Draft Existing Conditions Report			
MTS Review		П	
Finalize Existing Conditions Report		П	
TASK 3: SBMF ELEC VEHICLE LAYOUT ANALYSIS	7 WKS +++-	П	
Develop Initial Full Fleet, Phased, Constructability Options			
Develop Initial Power Requirement Scenarios		П	
Initial mtg with SDG&E with draft BEB concepts	\$	П	
Develop Initial Rough Order of Magnitude Cost Estimate		П	
Submit Initial draft Concepts for MTS Review			
Workshop 2 - MTS Review & Selection of Charging Concepts		П	
TASK 4: FIRM RECOMMENDATIONS	7 WKS+++++		
Refine Selected Charging Concepts & Vehicle Layout Analysis		П	
Refine Rough Order of Magnitude Cost Estimate			
Submit Draft Recommendation Charging Concepts for review			
MTS Review	\$		
Incorporate Received Comments	\$	П	
Final Recommendation Charging Concepts Layouts		П	
SDG&E Coordination Across Tasks	12 WKS	П	
		П	

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.

)R

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. <u>DELIVERABLE REQUIREMENTS</u>

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 X 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:

В

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

1,844.0 \$367,670.49 Totals =

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

(If App	olicable	, Selec	t One)					
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs		
				DOKKEN ENGINEERING	280.0	\$56,175.60		
				WSP	1,542.0	\$304,477.05		
Х				Aguirre & Associates	22.0	\$7,017.84		

Totals = 1,844.0 \$367,670.49

Work Order Estimate Summary

Consultant/Subconsultant: DOKKEN ENGINEERING MTS Doc. No.: G2075.0-18 Total Hours = 280 WOA2075-AE-69 Work Order No.: \$56,175.60 Work Order Title: IAD ZEB Master Planning В Total Costs = Attachment: Associate Engineering Senior **ODCs** Principal Total Engineer Engineer Tech (See Totals Hours Attachment) TASKS/WBS TASKS/WBS Description \$ 273.29 \$ 227.74 \$ 163.97 110.83 \$ Item Task 1 Project Management and Coordination 1.1 Project Management \$5,465.80 20 20 1.2 Meetings 20 28 \$7,287.72 8 1.3 Subconsultant Coordination 20 28 \$7,287.72 8 1.4 QA/QC 8 16 \$4,008.24 8 Subtotals (Hours) = 68 24 92 \$24,049.48 Subtotals (Costs) = \$18,583.72 \$5,465.76 92 \$24,049.48 2 Task 2 Site Analysis 2.1 Existing As-Bult Review 8 20 20 48 \$7,317.92 2.2 Work Shop #1 4 16 20 40 \$8,016.40 2.3 Prepare Existing Report 4 16 60 20 100 \$16,791.80 2.4 Off-site SDG&E analysis 188 \$32,126.12 Subtotals (Hours) = 8 40 100 40 \$32,126.12 Subtotals (Costs) = \$2,186.32 \$9,109.60 \$16,397.00 \$4,433.20 188 **EV Layout Analysis** 3 Task 3 Confirm Charging Tech 3.1 Master Plan Development 3.2 On-site Power Infra Distrb + Resiliency + 3.3 3.4 Off-site Power Power / Utility Coordination 3.5 Operations Review 3.6 ROM Estimate N/A Subtotals (Hours) = Subtotals (Costs) = Firm Recommendations 4 Task 4 4.1 Work Shop #2 Refine 2 Options Subtotals (Hours) = N/A Subtotals (Costs) = Totals (Summary) = 280 \$56,175.60 Total (Hours) = N/A 100 40 280 76 64 Total (Costs) = \$20,770.04 \$14,575.36 \$16,397.00 \$4,433.20 \$56,175.60 Percentage of Total (Hours) = N/A 27% 23% 36% 14% 100% Percentage of Total (Costs) = 37% 26% 29% 8% 100%

Consultant/Subconsultant: WSP MTS Doc. No.: G2075.0-18 Total Hours = 1,542 Work Order No.: WOA2075-AE-69 Total Costs = \$304,477.05 Work Order Title: IAD ZEB Master Planning Sean O'Rourke Ryan Williams John Drayton Oriana Wong Brandi Bay Jewels Carter Tyler Hughes Nate Parker Karen Kosup Patrcia Gedda Apple Gong Phil Jennings Jim Baig Gonzalez Lanzer Katungyi Total Totals Sr Planning Senior Sr Technical Sr Supervising Supervisir Sr Technical Sr Planning CADD Hours Staff Manager Sr Architect Staff Manager Technical Engineer I Engineer II Engineer I Engineer II (See Manager Specialist Engineer Engineer Engineer Specialist Manager Manager Operator II Specialist Specialist Attachment TASKS/WBS TASKS/WBS Description \$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 Task 1 Project Management at Project Management at Project Management
Project Coordination- meetings
Accordination with Prime & Subconsultants
ACA/QC Project Management and Coordination \$16,927.95 15 20 20 \$9,909.80 Total ODCs for this task \$5,343.30 \$44,906.05 \$44,906.05 Subtotals (Hours) = Subtotals (Costs) = \$5.343.30 \$19.510.15 \$8.791.80 \$11.260.80 2 Task 2 Site Analysis 2.1 Existing As-Bult Review \$1,641.12 2.1 Existing As-Bult Review
on-site WSP assist to Dokken Work Shop #1
2.3 WSP assist to Dokken exist report
2.4 Off-site SDG&E analysis
4.5 Hydrogen Fuel Cell Infrastrucure - high level
7.6 Total ODCs for this task \$1,641.12 \$20,882.60 \$3,550.62 \$1,359.60 \$10,313.88 \$3,360.79 \$41,108.61 \$41,108.61 20 \$3,360.79 = N/A Subtotals (Hours) = N/A 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 3 Task 3 EV La 3.1 Confirm Charging Tech EV Layout Analysis \$7,469.42 3.2 Master Plan Development 74 80 60 30 24 24 334 \$53,859.50 3.3 On-site Power Infra Distrib + Resiliency +
3.4 Off-site Power Power / Utility Coordination
3.5 Operations Review
3.6 ROM Estimate 207 \$34,369.88 64 \$25,272.84 \$2,358.72 \$23,280.68 \$5,308.27 \$151,919.31 Total ODCs for this task \$5,308.27 Subtotals (Hours) = 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 \$151,919.31 \$33,292.28 Total ODCs for this task \$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 \$66,543.08 \$304,477.05 1,542 Totals (Summary) = Total (Hours) = Total (Costs) = \$14,012.36 \$39,375.03 \$304,477.05 Percentage of Total (Hours) = 3.1% 100.0% Percentage of Total (Costs) = 4.6% 12.9% 2.9% 21.8% 13.7% 2.0% 5.8% 10.0% 5.4% 0.8% 1.3% 4.2% 1.3% 0.5% 0.3% 1.9% 100.0%

Consultant/ Subconsultant: WSP	Contract No:	G2075.0-18
	Task Order No.	WOA2075-AE-69
Work Order Title: IAD ZEB Master Planning	Attachment:	В

TASKS/WBS (1-5)

ODC				Task 1		Task 2		Task 3		Task 4		Task 5	
Item	Description	Unit	Unit Cost	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													Totals
Item	Description	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
		Subtotal –		Sublotal -		อนมไปเลเ –		อนมเปเลเ –		อนมีเปเลเ –		i otais –	φ14,012.36

Work Order Estimate Summary

Consultant/Subconsultant: Aguirre & Associates MTS Doc. No.: G2075.0-18 22 Total Hours = Work Order No.: WOA2075-AE-69 **IAD ZEB Master** Total Costs = \$7,017.84 Work Order Title: Attachment: В Planning **Principal** Project Land **Party Chief** Chainman **ODCs** Land Total Surveyor (PW) (PW) (See **Totals** Surveyor Hours Attachment) Item TASKS/WBS TASKS/WBS Description \$ 186.68 \$ 149.02 \$ 201.97 \$ 204.08 \$ 1 Task 1 Subtotals (Hours) = N/A Subtotals (Costs) = 2 Task 2 Topographic Survey \$2,800.00 2 4 8 8 22 \$7,017.84 Subtotals (Hours) = N/A 2 8 8 22 \$7,017.84 4 Subtotals (Costs) = \$2,800.00 \$373.36 \$596.08 \$1,615.76 \$1,632.64 22 \$7,017.84 Totals (Summary) = 22 \$7,017.84 Total (Hours) = N/A 2 8 22 4 8 Total (Costs) = \$2,800.00 \$373.36 \$596.08 \$1,615.76 \$1,632.64 \$7,017.84 Percentage of Total (Hours) = N/A 9% 18% 36% 36% 100% Percentage of Total (Costs) = 40% 5% 8% 23% 23% 100%

Consultant/ Subconsultant:	Aguirre & As	ssociates								Contract No:	G2075.0-18		
										Ta	ask Order No.	WOA2075-AE-69	
Work Order Title:	IAD ZEB Mas	ster Planning									Attachment:	В	
					S/WBS (1-5)								
				Task 1		Task 2		Task 3		Task 4		Task 5	
Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Photogrammetry	LS	\$2,800.00			1	\$2,800.00							

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC													Totals
Item	Description	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 25th & Commercial and 2006101101 – Middletown Double Crossover.

Budget table included on next page...



MTS Doc No.	Purpose	Amount	Board Approval Date		
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 th and Commercial crossover.		\$54,214.90	Today's Proposed Action		
	Total	\$428,284.48			

DISCUSSION:

The Middletown – Switch 9 and 11 Construction Project was approved by the MTS Board of Directors on October 10, 2019 (Al 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 25th 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 25th 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 25th and Commercial.

/s/ Sharon Cooney

Sharon Cooney Chief Executive Officer

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

Attachments: A. Executed Work Order WOA2017-CM05.1

B. Draft Work Order WOA2017-CM05.2



February 16, 2021

MTS Doc. No. G2017.0-17 Nork Order No. WOA2017-CM05.1

James Steriin Vice President CH2M Hill, inc. 402 West Broadway, Suite 1450 San Diego, CA 92101

Jear Mr. Sterling:

Subject: MTS DOC. NO. G2017.0-17, WOA2017-CM05.1, TRACK INSPECTION SERVICES FOR MIDDLETOWN 911 CONSTRUCTUION 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.

Sharon Cooney

Chief Executive Officer

Accepted:

CH2M Hill, Inc.

Han Taniuaquio

Date: 2/26/2021

Attachments: A - Scope of Services

B - Negotiated Fee Proposal

I 22, 09/16/2021

Contract No.: G0217.0-17

Work Order No.: WOA2017-CM05.1

Attachment A

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 4th, 2020 to July 26th, 2021.

V. <u>FEE CHANGES:</u>

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

MTS Doc. No.

G2017.0-17

Work Order No.

WOA2017-CM05.1

Attachment:

В

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)			t One)					
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs		
			Х	Jacobs	1,555.00	\$227,636.10		
Х		Х		Destination Enterprises	627.00	\$146,433.48		

Totals = 2,182.00 \$374,069.58

Work Order Estimate Summary

Total Hours = 1 555 CH2M HILL INC.

MTS Doc. No.: Work Order No : WOA2017-CM05.1

G2017.0-17

100%

	Total Hours =	1,555								Work Order No.:	WOA2017-CM05.1
	Total Costs =	\$227,636.10		Track Inspection	n Services for l	Middletown, 9	& 11 Construc	tion Amendme	ent 1	Attachment:	В
			•								
			ODCs	Michael Albanese	Jean Shin	Sean Kearns	Sean Kearns	Sean Kearns	Sheryl Estey		
			(See Attachment)	Project Manager	Resident Engineer	Inspector 1 (PW)	Inspector 1 (OT-Sat)	Inspector 1 (DT-Sun/holiday)	Admin 3	Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description		\$ 213.76	\$ 124.38		\$ 176.89	\$ 225.27	\$ 75.19		
			1			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
			1								
2	ENGINEERING				T	T	T	T			
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									
						200		2.2			***
		Subtotals (Hours) =		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% 1% 32% 22% 18% 7% 10% 10%

100%

Consultant/ Subconsultant:	CH2M HILL INC.	Contract No:	G2017.0-17
		Task Order No. V	NOA2017-CM05.
Work Order Title:	Track Inspection Services for Middletown 9 & 11 Construction Amendment 1	Attachment:	R

TASKS/WBS (1-5)

ODC				Task 1		Task 2 Tas		Task 3 Task 4		Task 5			
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	TRAVEL EXPENSES	NTE	\$345.00			1	\$345.00						
	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		1	Γask 6	•	Task 7	•	Task 8		Task 9	Т	ask 10	T	otals
Item	Description	Quantity	Total	Quantity	Total								
1	TRAVEL EXPENSES											1	\$345.00
	TRAVEL EXPENSES - DXO INSPECTION											1	\$2,200.00
3													
4													
5													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$2,545.00

627

Totals =

\$146,433.48

Work Order Estimate Summary

Consultant/Subconsultant: Destination Enterprises MTS Doc. No. G2017.0-17 Total Hours = 627 Work Order No.: WOA2017-CM05.1 Track Inspection Services for Middletown, 9 & 11 Work Order Title: В Total Costs = \$146,433.48 Attachment: Construction Amendment 1 Marcy Marty Marty Marty George George George Szarama Maggard Maggard Maggard **Flowers Flowers Flowers** Total ODCs **Totals** Senior Senior Senior Senior Senior Senior Hours Task Inspector Inspector Inspector Inspector Inspector Inspector Manager (PW-ST) (PW-OT) (PW-DT) (PW-ST) (PW-OT) (PW-DT) TASKS/WBS TASKS/WBS Description \$ 198.95 \$ 185.99 \$ 241.75 \$ 290.12 \$ 187.89 \$ 281.83 \$ 375.78 \$ Item 2 Engineering Field Survey 2.1 0255 Task Management/QC Review 10 10 \$1,989.50 0255 Signal Inspection 295 487 2.1 96 96 \$105,926.57 0255 2.3 OCS Inspection 30 50 50 130 \$38,517.41 Subtotals (Hours) = N/A 10 295.00 96 96 30 50 50 627 \$146,433.48 \$1,989.50 \$54,867.05 \$23,208.00 \$27,851.52 \$5,636.69 \$14,091.73 \$18,788.98 Subtotals (Costs) = 627 \$146,433.48

Totals (Summary) =



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



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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 Vote/ 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:

Bidder	Total Bid Amount				
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, <u>Julia.Tuer@sdmts.com</u>

Attachments: A. Draft Standard Agreement MTS Doc. No. G2476.0-21

B. Bid Price Form



1255 Imperial Avenue, Suite 1000San 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 Metropolita	an Transit System	("MTS"), a California public
agency, and the following, hereinafter referred to a	as "Contractor":	
Name: Motorola Solutions, Inc.	Address:	500 West Monroe St.
		Chicago, IL 60661
Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, et Telephone: (971) 219-8970	c.) Email:	jburch@motorolasolutions.com
(011) 210 0010		
Authorized person to sign contracts		Vice President
	Name	Title
in accordance with the Standard Agreement, included Requirements (Exhibit D), and Forms (Exhibit E). The contract term is estimated to be six (6) month 2022. Payment terms shall be net 30 days from invoice and \$220,004,40 with out the contract with the contract	e date. The total o	er 1, 2021 through March 31,
exceed \$226,001.42 without the express written c	onsent of MTS.	
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MOTORO	LA SOLUTIONS, INC.
Ву:		
Sharon Cooney, Chief Executive Officer	Ву	
Approved as to form:	-	
Ву:	Title:	
Karen Landers, General Counsel		

BID PRICE FORM

			All Time Ale	rt Security (ATAS)	Twotree I	nc	N	lotorla Solutions, Inc
Item	Description	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1 APX 600	00 Model 2.5 Portable Radios	34	\$600	\$20,400	\$1,630.20	\$55,426.80	\$3,730.01	\$126,820.34
2 APX Spa	are 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 APX650	00 Vehicle Radios	15	\$1,300	\$19,500	\$1,929.21	\$28,938.15	\$4,123.14	\$61,847.10
5 Onsite I	Installation of Vehicles Radios	1	\$150	\$150	\$9,375	\$9,375	\$13,616	\$13,616
6 3-Year I	Extended Warranty - Portable Radios	34	\$700	\$23,800	\$105	\$3,570	\$0	\$0
7 3-Year I	Extended Warranty - Vehicle Radios	15	\$120.99	\$1,814.85	\$105	\$1,575	\$0	\$0
8 Delivery	y Cost		\$28.50	\$28.50		\$0	\$0	\$0
9 CA @ 7	.750%			\$45,056		\$6,926.05	\$15,275.98	\$15,275.98
				\$115,905.35		\$110,814.46		\$226,001.42
			1	Non-Responsive	1	Non-Responsive		The only responsive bidder



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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 Vote/ 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 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

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

Day

- **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.

Month

of	, (To be filled in by Clerk of the Bo	oard).
AMENDMENT No. 1 to the origi	nal Agreement, such AMENDMENT No. 3 being effectiv	ve:
IN WITNESS WHEREO	, the parties hereto approve and agree to the terms of t	เทเร

Year

IN MITHEOD WILLEDFOF the mention benefit and assess and assess to the Assess of this

APPROVAL:	APPROVAL:
RCS Board of Directors	Metropolitan Transit Development Board
Jim Lydon, Fire Chief	
RCS BOD Chair	Sharon Cooney, Chief Executive Officer
Date:	<u> </u>
APPROVAL:	Date:
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:	



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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:

	Budget Account	Budget Amount
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:

Contract/ Amendment	Purpose	Amount	Board Approval Date
PWG281.0-19	Original contract	\$2,203,643.66	11/19/19 (Al 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
	TOTAL	\$3,225,154.95	

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 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

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:

Sharan Cooney Statute

Mr. Jeff Couture, KONE San Diego

Branch Manager KONE, Inc.

Date: 6/8/2021

Attachement: 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 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 th 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

KONE

	LEVATOR	PREVENTATIVE MAINTENANCE AND REPAIR AND EMERGENCY C VICES*	ALL	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	ear Six	1/1/25 - 12/31/25	ear 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
	1	Administration Bldg. (IAD) - 100 16th St. San Diego, CA. 92101 -1 Elevator															
1		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
SD		Adm. RAM Bldg. (IAD) - 100 16th St., San Diego, CA. 92101 -1					· · ·						,		,		
Ä	2	Elevator															
dno		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
Ğ		Storeroom Area (KMD) - 4630 Ruffner St., San Diego, CA. 92111 -															
	3	1 Elevator	- 10	A 000 TC	A 0 700 10	A 242.00	A 0.004.74	.	4 0.070.00	A 056 10	A 0.077.05	A 051.00	A 0.477.00	070.50	.	4 222 42	A 0.000.07
		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
		Fashion Valley Trolley Station - 1205 Fashion Valley Rd., San Diego, CA 92108 - 2 Elevators															
	4	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	Ç 232.70	ψ 2,733.10	\$ 50.00	\$ 250.00		<u> </u>					50.00	\$ 600.00		\$ 600.00
-		Qualcomm Stadium Trolley Station - 9449 Friars Rd., San Diego,				¥ 55.65	,	7 33.00	,	7	7 000.00	7 33.00	, , ,		7 000.00	, 55,65	, J.
	-	CA 92108 - 1 Elevator															
	5	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
=		Grantville Trolley Station - 4510 Alvarado Canyon Rd. , San															
SD.	6	Diego, CA 92120 - 2 Elevators		4		4		4			4				4		4
<u>6</u>		Preventive Maintenance and Repair	12	\$ 465.52	\$ 5,586.19		<u> </u>				\$ 6,154.10		<u> </u>		-		
dno -		Emergency Call Monitoring Services SDTI Building A - 12 S. 13th Street, San Diego, CA 92113 -1	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
Ğ	7	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
_		San Diego State University - 5260 Campanille San Diego, CA		Ç 202.70	2)736.126	Ţ 210.03	y 2,00 iii 1	ψ 2.10120	Ç 2,373.33	Ç 250.12	9,011100	Ç 201100	ψ 3)177130	270.02	ψ 3,232.2 ·	Ç 202113	y 5,565.67
	8	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
		Grossmont Trolley Station - 8601 Fletcher Pkwy., La Mesa, CA															
	9	91942 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68		· · · · · ·				· · ·	\$ 1,113.97		· · · · · · · · · · · · · · · · · · ·			
		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
	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	5 50.00	\$ 600.00	\$ 50.00	\$ 600.00
		Centerline Station Northbound El Cajon Blvd 4024 El Cajon															
	11	Blvd., San Diego, CA 92105 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68					-		\$ 1,113.97			-		
_		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
8		Centerline Station Southbound El Cajon Blvd 4023 El Cajon															
ပ်	12	Blvd., San Diego, CA 92105 - 2 Elevators															
dno		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68												
פֿ		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	5 50.00	\$ 600.00	\$ 50.00	\$ 600.00
		Centerline Station Northbound University Ave 4024 University															
	13	Ave., San Diego, CA 92105 - 2 Elevators															
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68												
		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												
		Emergency Call Monitoring Services	12			\$ 50.00	\$ 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	5 50.00	\$ 600.00	\$ 50.00	\$ 600.00
		Tab	le I Subtotals		\$ 154,876.67		\$ 162,081.62		\$ 170,303.20		\$ 175,721.86		\$ 181,318.26		\$ 187,098.72		\$ 193,067.76

Att. A. Al 25, 09/16/2021

1,711.13

18,822.44

1,629.65

17,926.14

															/\(\(\)	A, Al 25, 09	/ 10/2021
_	Tab	le 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
		Tab	le 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	Ī	Year One	1/1/20 - 12/31/20	Voor Two	1/1/21 - 12/31/21	Voor Thron	1/1/22 - 12/31/22	Voor Four	1/1/23 - 12/31/23	Voor Eivo	1/1/24 - 12/31/24	Voor Siv	1/1/25 - 12/31/25	Voor Souon	1/1/26 - 12/31/26
Γ		Table III. REFLACTIVENT PARTS		real Offe	1/1/20 - 12/31/20	real Two	1/1/21 - 12/31/21	real fillee	1/1/22 - 12/31/22	real roul	1/1/23 - 12/31/23	Teal Five	1/1/24 - 12/31/24	real Six	1/1/25 - 12/31/25	rear Severi	1/1/20 - 12/31/20
	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
				10/0		10/0		10/0	1	1 10/0		10/0	l	10/0		10/0	

8

1,407.76

15,485.36

1,340.72

14,747.95

\$ 1,478.50

16,263.46

Table III Subtotals:

1,276.88

14,045.68

Materials markup

1,552.05

17,072.52



Amendment 3

San Diego, CA 92131

Effective Date: September 16, 2021
ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR
KONE, Inc.
Mr. Jeff Couture
KONE San Diego Branch Manager
9850 Businesspark Ave.

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, Ch	ief Executive Officer	Mr. Jeff Couture, KONE San Diego Branch Manager KONE, Inc.
Attachments: A, Re	vised Scope of Work	Date:



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

KONE

	ELEVATOR DRING SER	PREVENTATIVE MAINTENANCE AND REPAIR AND EMERGENCY CAL //CES*	LL	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
	1	Administration Bldg. (IAD) - 100 16th St. San Diego, CA. 92101 - 1 Elevator															
Ę		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
S		Adm. RAM Bldg. (IAD) - 100 16th St., San Diego, CA. 92101 - 1															
Ř	2	Elevator															
d do		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
ច	_	Storeroom Area (KMD) - 4630 Ruffner St., San Diego, CA. 92111 - 1															
	3	Elevator	4.0	4 222 75	A 0 700 40	.		A 010.00		A 055.40	4 0000	A 051.00	A 0.177.00	4 272.52	4 000001	A 000 40	
		Preventive Maintenance and Repair Fashion Valley Trolley Station - 1205 Fashion Valley Rd., San	12	\$ 232.76	\$ 2,793.10	\$ 240.39	9 \$ 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
		Diego, CA 92108 - 2 Elevators															
	4	Preventive Maintenance and Repair ²	12	\$ 232.76	\$ 2,793.10	\$ 240.39	9 \$ 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 ¹	12	ψ 252.75	ψ 2,730.120	\$ 50.00		· ·		·							600.00
		Qualcomm Stadium Trolley Station - 9449 Friars Rd., San Diego,															
	5	CA 92108 - 1 Elevator															
	3	Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10			•	· · · · · · · · · · · · · · · · · · ·	•		•	· · · · · ·			ļ ·	3,389.87
		Emergency Call Monitoring Services ¹	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
=		Grantville Trolley Station - 4510 Alvarado Canyon Rd., San Diego,															
S	6	CA 92120 - 2 Elevators	12	ć 465.53	¢ 5,500,40	ć 400.7	5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	ć 40C FF	, ¢	ć 543.04	Ć (45440	¢ 520.66	¢ 6.255.05	Ć 547.04	Ć C.E.C.4.40	ć 564.00	6 770 74
ė		Preventive Maintenance and Repair Emergency Call Monitoring Services ¹	12 12	\$ 465.52	\$ 5,586.19	\$ 480.78 \$ 50.00		•	-	'		-	•	<u> </u>			600.00
dno		SDTI Building A - 12 S. 13th Street, San Diego, CA 92113 - 1	12			3 30.00	3 230.00	3 30.00	3 000.00	3 30.00	\$ 000.00	3 30.00	\$ 000.00	30.00	\$ 000.00	3 30.00	3 000.00
ច	7	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
		San Diego State University - 5260 Campanille San Diego, CA 92182															
	8	4 Escalators															
		Preventive Maintenance and Repair	12	\$ 5,169.99	\$ 62,039.82	\$ 5,339.56	5 \$ 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	5 75,295.31
		Grossmont Trolley Station - 8601 Fletcher Pkwy., La Mesa, CA															
	9	91942 - 2 Elevators	42	070.00	Å 44 740 CO	Ġ 4 044 4:	1 0 12121	Ġ 4.044.24	42.522.02	4 070 50	d 42.042.00	4 442 07	42.267.62	A 450 54	d 42.005.42	6 4400.24	14.250.04
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68				1				1	1		F	
		Emergency Call Monitoring Services ¹	12			\$ 50.00	5 250.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	600.00
		Sabre Springs Transit Station - 13538 Sabre Springs Pkwy., San															
	10	Diego, CA 92128 - 2 Elevators	4.0	4 070.00	4 44 740 60		10.101.01	4 4 4 4 4 4	40.500.00	4 4 2 3 2 5 2	4 40 040 00	4 440.00	40.057.50	4 450 54	4 40 000 40	4 400.04	11.050.01
		Preventive Maintenance and Repair Emergency Call Monitoring Services ¹	12 12	\$ 979.06	\$ 11,748.68	\$ 1,011.17 \$ 50.00	-	· · · · · · · · · · · · · · · · · · ·	 	· · · · · · · · · · · · · · · · · · ·			+ ' - '	· · · · · ·			5 14,258.91 600.00
		<u> </u>	12			\$ 50.00	3 250.00	\$ 50.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	5 600.00
		Centerline Station Northbound El Cajon Blvd 4024 El Cajon															
	11	Blvd., San Diego, CA 92105 - 2 Elevators Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.1	\$ 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 ¹	12	\$ 979.06	3 11,746.08	\$ 50.00	-	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	, ,			+ ' - '	· · · · · ·		-	600.00
₽		Centerline Station Southbound El Cajon Blvd 4023 El Cajon				30.00	250.00	Ş 30.00	Ç 000.00	30.00	Ç 000.00	30.00	\$ 000.00	30.00	Ç 000.00	\$ 50.00	9 000.00
- 8		Blvd., San Diego, CA 92105 - 2 Elevators															
od	12	Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.1	7 \$ 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	3 14,258.91
io		Emergency Call Monitoring Services ¹	12			\$ 50.00										· · · · · · · · · · · · · · · · · · ·	
		Centerline Station Northbound University Ave 4024 University															
	13	Ave., San Diego, CA 92105 - 2 Elevators															
	15	Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.1	\$ 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 ¹	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
		Centerline Station Southbound University Ave 4023 University															
	14	Ave., San Diego, CA 92105 - 2 Elevators															
	14	Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	\$ 1,011.1	\$ 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 ¹	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
		Nobel Station - 3 Elevators															
	15	Preventive Maintenance and Repair ³	12					\$ 1,602.96	\$ 14,426.64	\$ 1,655.54	\$ 19,866.45	\$ 1,709.84	\$ 20,518.06			\$ 1,823.84	\$ 21,886.12
		Emergency Call Monitoring Services ⁴	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
		Pepper Canyon Station - 2 Elevators								A	4 4			==	4 4: :== :		
ast	16	Preventive Maintenance and Repair ⁵	12					\$ 1,068.64									14,590.75
Mid-Co		Emergency Call Monitoring Services ⁴ Voight Dr. Station - 3 Elevators	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
Ξ	17	Preventive Maintenance and Repair ⁵	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
	1/	revenuve iviaintenance and nepail	12					1,002.90	3,205.92 ب	4 1,000.54	7 - 15,000.45	1,/05.84	20,316.00	1,705.92	21,191.00	1,023.04	, 21,000.12

Att. B, Al 25, 09/16/2021

р Б		Emergency Call Monitoring Services ⁴	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
ᅙ		UTC Station - 4 Elevators														\$	-
Ū	18	Preventive Maintenance and Repair ⁵	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 ⁴	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
		Executive Station - 4 Elevators														\$	-
	19	Preventive Maintenance and Repair ⁵	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 ⁴	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

Att. B, AI 25, 09/16/2021

Tal	ble II: EMERGENCY AND NON-EMERGENCY CALL BACK SERVICE	:S	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		Item Total	Unit Price	Item Total										
1	Single Man Crew - Straight Time Hourly Rate ⁶	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 ⁶	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 ⁶	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 ⁶	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 ⁷	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	10%	\$ 1,276.88	10%	\$ 1,340.72		\$ 3,324.76		\$ 3,395.50	10%	\$ 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

¹Elevator Emergency Call Monitoring Services commence on August 1, 2021. Hence, pricing for Year 2 is only for five months (August - December)

²PM 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.

³PM services to begin in April 2022. Hence, pricing for Year 3 is only for nine months (April - December)

⁴Elevator Emergency Call Monitoring Services commence in November 2021. Hence, pricing for Year 2 is only for two months (November - December)

⁵PM services to begin in November 2022. Hence, pricing for Year 3 is only for two months (November - December)

 $^{^6}$ 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.

 $^{^{7}\}mbox{Beginning}$ in Year 3 added \$19,170 annually to Item 1 for SDTI.



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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 (Al 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 (Al 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:

 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, <u>Julia.tuer@sdmts.com</u>

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:	
Chairma va a n	
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	

TOD Resolution – Local Public Agency 2

CERTIFICATE OF THE CLERK OF THE BOARD OF DIRECTORS OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

The undersigned,,	•		•		
Resolution is a true, full and correct cop	•	•	•	_	
Diego Metropolitan Transit System Boar			•		
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 Gor	ızalez			
	Clerk of the	ne Board			

Resolution No. 21-16

rev: 06/24/2021

INDEMNIFICATION AND GUARANTY AGREEMENT

This Indemnification and Guaranty Agreement (the "<u>Agreement</u>") is made and entered into as of [______], 2021, by and between Affirmed Housing Group, Inc., a Delaware corporation ("<u>AHG</u>") for the benefit of San Diego Metropolitan Transit Development Board, a California public agency also known as the Metropolitan Transit System (the "<u>MTS</u>"), 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 ("<u>HCD</u>") Transit-Oriented Development Housing Program Round 4 Notice of Funding Availability (the "<u>TOD Program</u>") for an award of grant proceeds (the "<u>TOD Grant Proceeds</u>") and loan proceeds (the "<u>TOD Loan Proceeds</u>" and collectively with the TOD Grant Proceeds, the "<u>TOD Proceeds</u>") 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 partieshereto agree as follows:

AGREEMENT:

1. <u>Indemnity of Indemnified Parties.</u> 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,

andutilize said TOD Grant Proceeds for permitted costs in accordance with the TOD Documents (the "Sole MTS Obligation").

- 2. <u>Guaranty of Performance</u>. 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. <u>Delivery of Information to MTS.</u> 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 my 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. <u>Acceptance of TOD Loan Proceeds.</u> 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. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 7. <u>Waiver.</u> 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. <u>Severability.</u> 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. <u>Modifications or Amendments.</u> 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. <u>Counterparts.</u> 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 c	corporation			
By:				
Name: Jame	es Silverwoo	od		

Title: President

GAVIN NEWSOM, Governor

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



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.

TOD Round 4 Program <i>Loan</i> Funds		
Amount Awarded \$10,000,000		
Contract Number	20-TOD-15488	

TOD Round 4 Program <i>Grant</i> Funds		
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.

Sincerely,

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





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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. 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.

¹ 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:

Building	Units	Estimated Max Occupancy	Developer
Α	84	220	National CORE
	(studios/1BR)		<80% AMI
В	102	486	National CORE
	(1BR/2BR/3BR)		<80% AMI
С	102	486	National CORE
	(1BR/2BR/3BR)		<80% AMI
D	102	218	Malick Infill
	(studios/1BR/2BR)		<110% AMI
TOTAL	390	1410	

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, <u>Julia.Tuer@sdmts.com</u>

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 <u>Defined Terms</u>. 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 <u>Singular and Plural Terms</u>. 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 <u>MTS</u>. 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 <u>Developer</u>. 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 <u>Scope of Development</u>. 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 <u>City Building and Safety Plan Check</u>. 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 pursing 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 <u>Due Diligence Period; Inspection and Access</u>.

- (a) <u>Due Diligence Period</u>. 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) <u>Due Diligence Investigation</u>. 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) <u>Access/Conditions</u>. 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) <u>Delivery of Documents</u>. 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) <u>Review of Other Documents</u>. 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) <u>No Waiver</u>. 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) <u>DIME Hollister LLC Access Acknowledgement Agreement.</u>
 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 <u>Preliminary Title Report and Survey</u>. 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) <u>Monetary Liens</u>. 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.
- 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) <u>Failure to Cure</u>. 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 **<u>Financing Plan</u>**. 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) <u>Failure to Obtain Tax Credits</u>. 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) <u>Failure to Obtain Other Project Financing</u>. 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 <u>Agreement</u>. 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 <u>Conditions for the MTS's Benefit</u>. 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) <u>Ground Lease Parcel Creation.</u> 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) <u>Evidence of Financing</u>. The MTS CEO has received the following "Evidence of Financing" which shows sufficient financing and/or grants to complete the Project:

- (i) <u>Senior Loan</u>. True and complete copies of the Senior Loan documents.
- (ii) <u>Subordinate Loans</u>. True and complete copies of the documents evidencing the Subordinate Loans.
- (iii) <u>Tax Credit Financing</u>. 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) <u>Grants or other funding</u>. True and complete copies of any grant awards or other funding that will be used to complete the project.
- (c) <u>Construction Contract</u>. 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) <u>Organizational Documents</u>. The MTS CEO shall have received a copy of such portions of the organizational documents (<u>e.g.</u>, 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) <u>Building Permit</u>. The Building Permit for the Improvements has been issued or is ready to issue upon only payment of a sum certain.
- (f) <u>Work to Commence</u>. 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) <u>Insurance</u>. MTS has received satisfactory evidence that the insurance required pursuant to Exhibit "F" is in full force and effect.
- (h) <u>Representations and Warranties</u>. 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) <u>No Default</u>. 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 <u>Covenants of the Developer</u>. 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 <u>Condition for the Developer's Benefit</u>. The Developer's obligation to ground lease the Property from MTS shall be subject to satisfaction of the following conditions precedent:
- (a) <u>Title Insurance</u>. 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) <u>Ground Lease Parcel Creation.</u> MTS shall have approved the Ground Lease Parcel descriptions and reserved access and utility easements.
- (c) <u>Grading or Building Permit and Other Applicable Approvals</u>. 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) <u>Satisfaction of Contingencies</u>. 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) <u>Senior Loan</u>. True and complete copies of the Senior Loan documents.
 - (ii) <u>Subordinate Loans</u>. True and complete copies of the documents evidencing the Subordinate Loans.
 - (iii) <u>Tax Credit Financing</u>. 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 <u>Developer Right to Terminate</u>. 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 <u>Waiver of Conditions</u>. 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 <u>Broker's Commissions</u>. 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 <u>Amendments</u>. 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 <u>Liability</u>. 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 <u>Developer's Formation, Qualification and Compliance</u>. 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 <u>Litigation</u>. 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.
- 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 <u>No Waiver</u>. 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 <u>Rights and Remedies are Cumulative</u>. 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 <u>Counterparts</u>. 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 <u>Severability of Provisions</u>. 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 <u>Headings</u>. 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 <u>Time of the Essence</u>. Time is of the essence of this Agreement.
- 20.7 <u>Conflict of Interest</u>. 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 <u>Warranty Against Payment of Consideration</u>. 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 <u>Nonliability of MTS Officials and Employees</u>. 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 <u>Submission of Documents and Other Matters for Approval</u>. 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 <u>Term of this Agreement</u>. 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"		
	ommunity Renaissance of California, a onprofit public benefit corporation	
Ву:		
Ву:	Michael Ruane, Executive Vice President	
(Signatures continued of following page)		

	"MTS	n
		DIEGO METROPOLITAN TRANSIT SYSTEM, a body, corporate and politic
	Ву:	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) an 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"

PRELIMINARY PROJECT BUDGET

EXHIBIT "E"

GROUND LEASE MATERIAL TERMS

- 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. <u>Minimum Density and Rent Restrictions</u>. 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
Α	84	220
В	102	486
С	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. <u>Leasehold Mortgages</u>. 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 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.
- 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. <u>Documented Efforts towards Local Hire Goal</u>. 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. <u>Encouragement of Public Transit</u>. 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 <u>Defined Terms</u>. 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 <u>Singular and Plural Terms</u>. 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 <u>Accounting Principles</u>. 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 <u>References and Other Terms</u>. 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 <u>MTS</u>. 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 <u>Developer</u>. 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 <u>National Community Renaissance of California.</u> 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 <u>Scope of Development</u>. 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 <u>City Building and Safety Plan Check</u>. 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 pursing 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 <u>Due Diligence Period; Inspection and Access</u>.

- (a) <u>Due Diligence Period</u>. 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) <u>Due Diligence Investigation</u>. 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) <u>Access/Conditions</u>. 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) <u>Delivery of Documents</u>. 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) <u>Review of Other Documents</u>. 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) <u>No Waiver</u>. 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.
- 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 <u>Preliminary Title Report and Survey</u>. 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 <u>Approval/Disapproval of Title</u>. 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) <u>Monetary Liens</u>. 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.
- 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) <u>Failure to Cure</u>. 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) <u>Failure to Obtain Other Project Financing</u>. 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 <u>Agreement</u>. 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 <u>Conditions for the MTS's Benefit</u>. 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) <u>Ground Lease Parcel Creation.</u> 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) <u>Evidence of Financing</u>. The MTS CEO has received the following "Evidence of Financing" which shows sufficient financing and/or grants to complete the Project:
 - (i) <u>Senior Loan</u>. True and complete copies of the Senior Loan documents.
 - (ii) <u>Subordinate Loans</u>. True and complete copies of the documents evidencing the Subordinate Loans.
 - (iii) <u>Tax Credit Financing</u>. 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) <u>Grants or other funding</u>. True and complete copies of any grant awards or other funding that will be used to complete the project.
- (c) <u>Construction Contract</u>. 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) <u>Organizational Documents</u>. The MTS CEO shall have received a copy of such portions of the organizational documents (<u>e.g.</u>, 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) <u>Building Permit</u>. The Building Permit for the Improvements has been issued or is ready to issue upon only payment of a sum certain.
- (f) <u>Work to Commence</u>. 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) <u>Insurance</u>. MTS has received satisfactory evidence that the insurance required pursuant to Exhibit "F" is in full force and effect.

- (h) <u>Representations and Warranties</u>. 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) <u>No Default</u>. 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 <u>Covenants of the Developer</u>. 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 <u>Condition for the Developer's Benefit</u>. The Developer's obligation to ground lease the Property from MTS shall be subject to satisfaction of the following conditions precedent:
- (a) <u>Title Insurance</u>. 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) <u>Ground Lease Parcel Creation.</u> MTS shall have approved the Ground Lease Parcel descriptions and reserved access and utility easements.
- (c) <u>Building Permit and Other Applicable Approvals</u>. 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) <u>Satisfaction of Contingencies</u>. 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) <u>Senior Loan</u>. True and complete copies of the Senior Loan documents.
 - (ii) <u>Subordinate Loans</u>. True and complete copies of the documents evidencing the Subordinate Loans.
- 8.7 <u>Developer Right to Terminate</u>. 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 <u>Waiver of Conditions</u>. 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 <u>Expenses of the Developer</u>. 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 <u>Broker's Commissions</u>. 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 <u>Amendments</u>. 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 **<u>Liability</u>**. 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 <u>Developer's Formation, Qualification and Compliance</u>. 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 <u>Litigation</u>. 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 <u>Indemnity</u>. 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 <u>No Waiver</u>. 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 <u>Rights and Remedies are Cumulative</u>. 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 <u>Generally Prohibited</u>. 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 <u>Counterparts</u>. 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 <u>Severability of Provisions</u>. 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 <u>Headings</u>. 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 <u>Conflict of Interest</u>. 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 <u>Warranty Against Payment of Consideration</u>. 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 <u>Nonliability of MTS Officials and Employees</u>. 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 <u>Submission of Documents and Other Matters for Approval</u>. 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 <u>Term of this Agreement</u>. 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 Co By:	orp, a California corporation	
Ву:		
	Andrew Malick, President	
(Signatures continued of following page)		

	"MTS	"
		DIEGO METROPOLITAN TRANSIT SYSTEM, a body, corporate and politic
	Ву:	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. <u>Ground Lease Terms</u>. 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. <u>Minimum Density & Rent Restrictions</u>. 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. <u>Leasehold Mortgages</u>. 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. <u>Project Phasing; Deadlines</u>. 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. <u>Encouragement of Public Transit</u>. 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

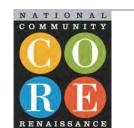
During the Term of this Agreement, Developer at its sole cost and expense shall:

- 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











Total Unit Count: 390

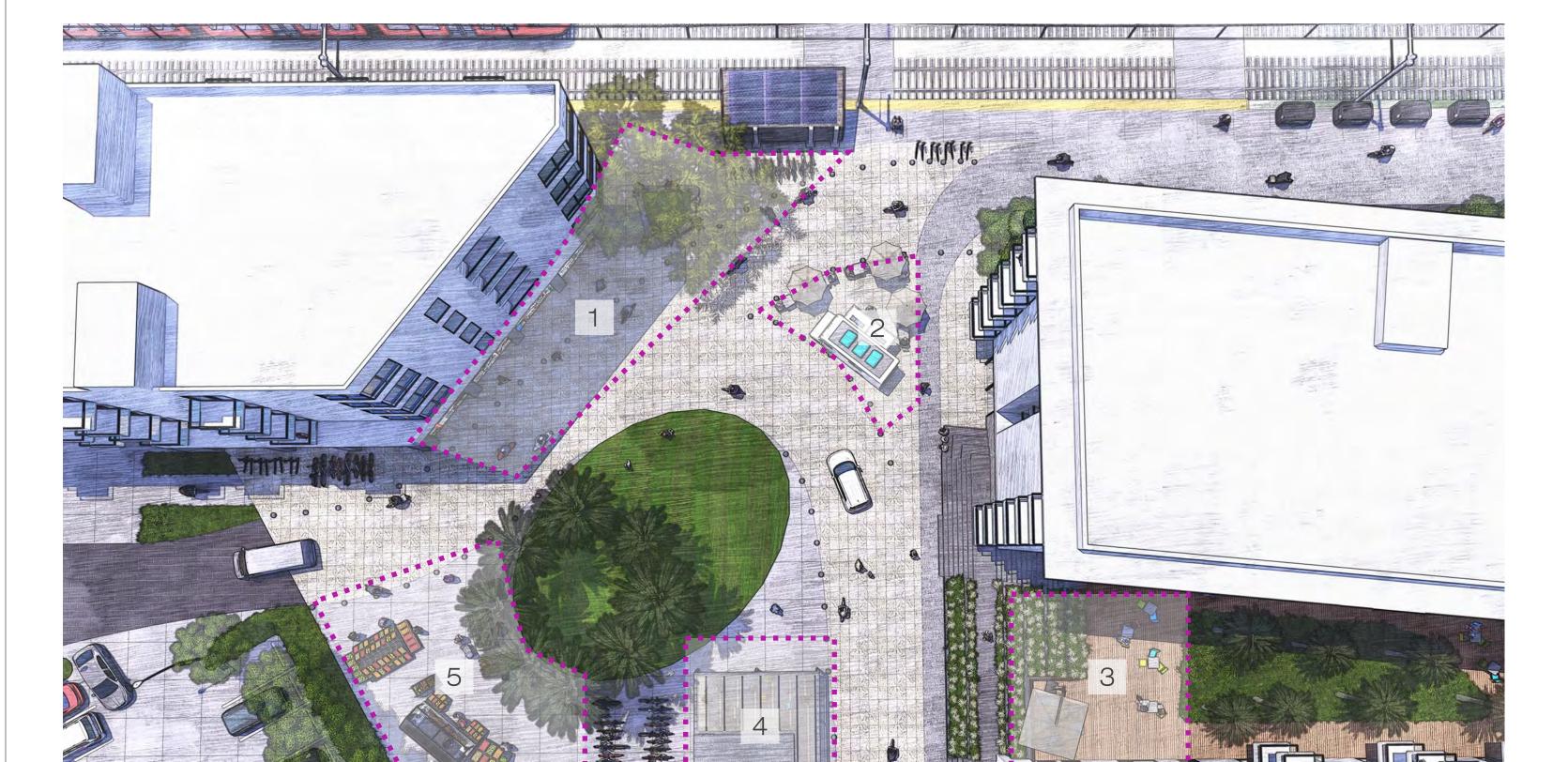
Max Building Height: 85'

Surface Lot: 38

Total Spaces: 191

9 - Scooter Parking (typ.)

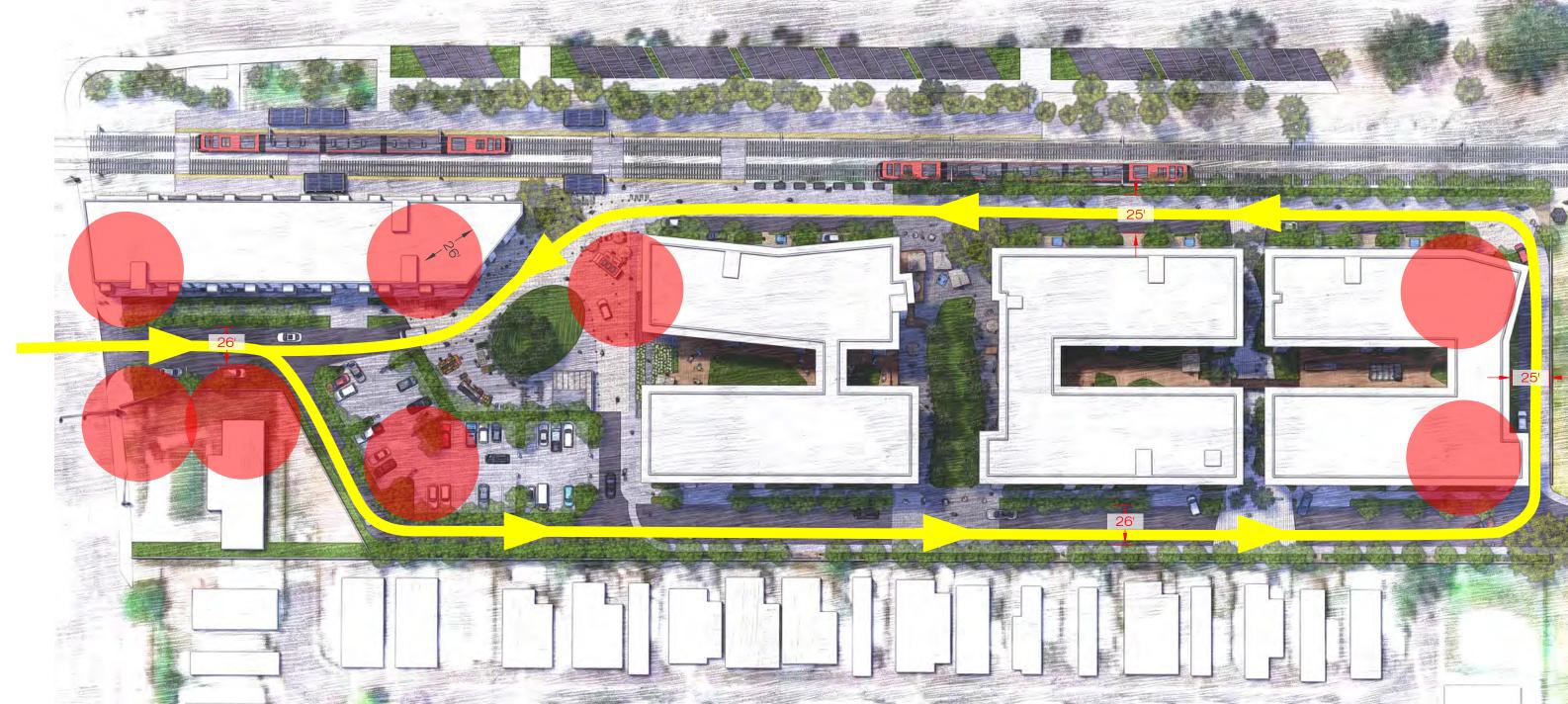
10 - Bicycle Lockers



Mobility Hub

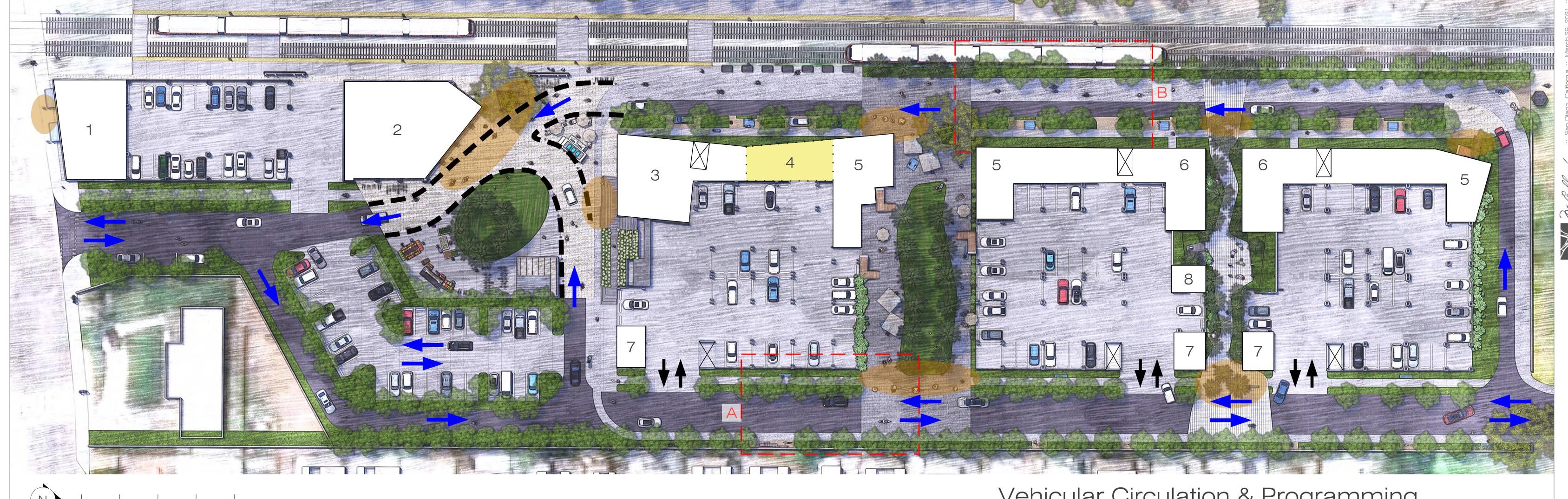
- 3 "Front Porch" Observation Deck
- 4 Container Café 5 - Market Stands
- 1 Transit, Shopping, Rideshare Dropoff, Scooter & E-Bike charging 2 Food Truck Corral





Fire Truck Access

- Minimum 26' internal radius turns
- 26' clear on 2-way streets
- 25' clear on 1-way streets

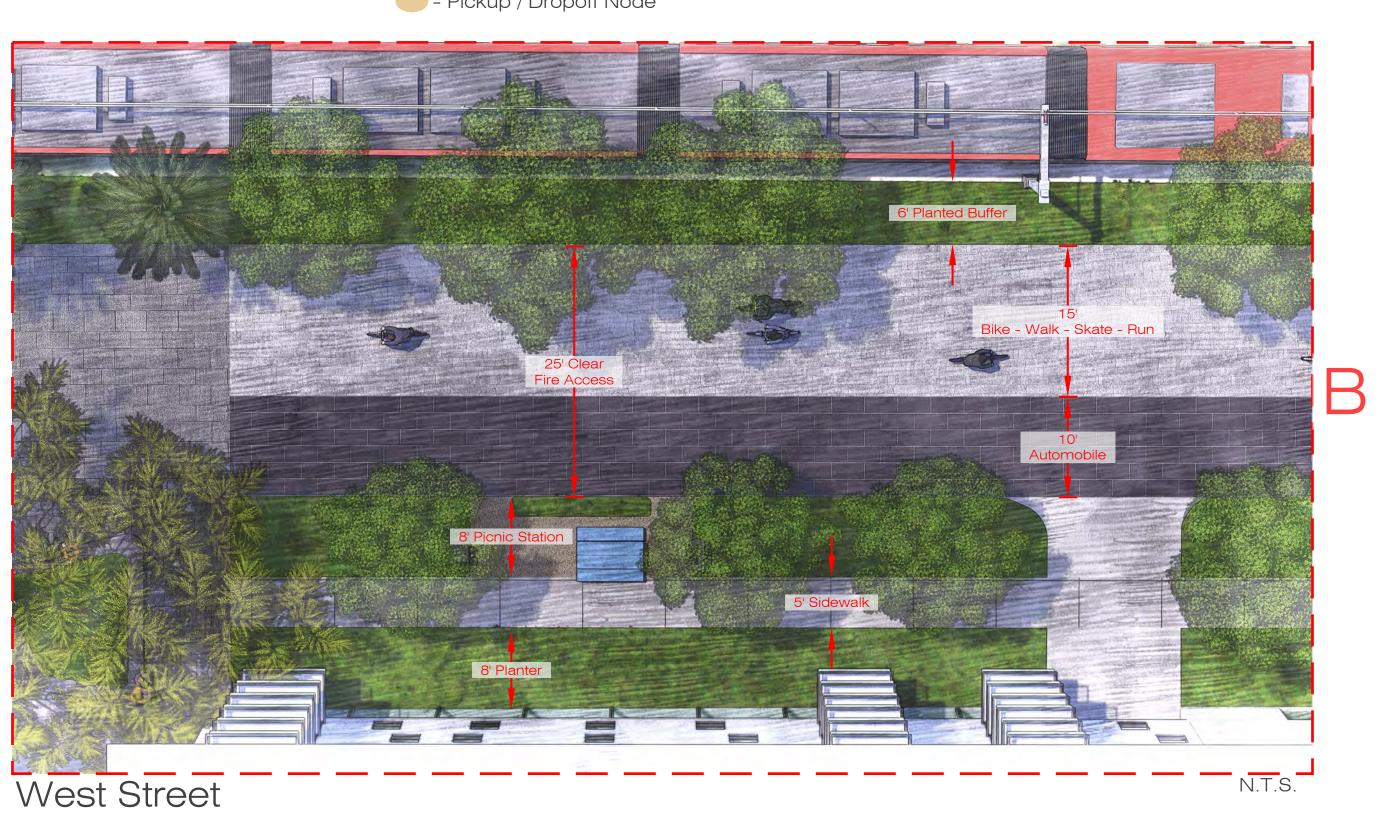


A East Street

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





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'

Building B: 44

Building C: 42 Building D: 43

Surface Lot: 38

Total Spaces: 191

Palm Avenue Station Joint Development

MTS Board of Directors Meeting September 16, 2021



Palm Avenue Station





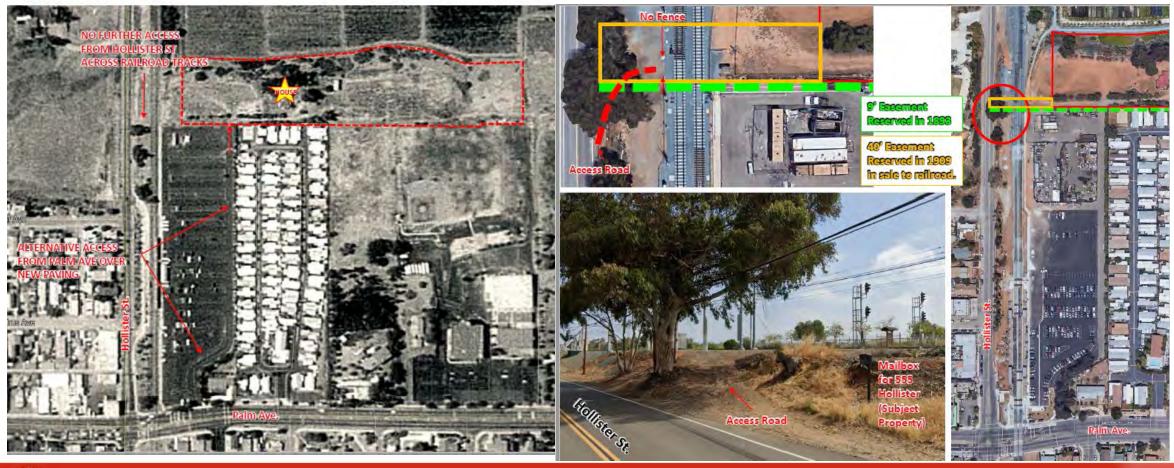
Palm Avenue Station

- 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



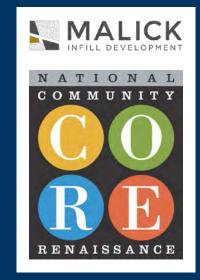


Development Team Presentation



"Palm City Village" Palm Trolley Station Transit Oriented Development

Developing Mixed Income Housing / Child Care Facility/Neighborhood Retail



National Community Renaissance

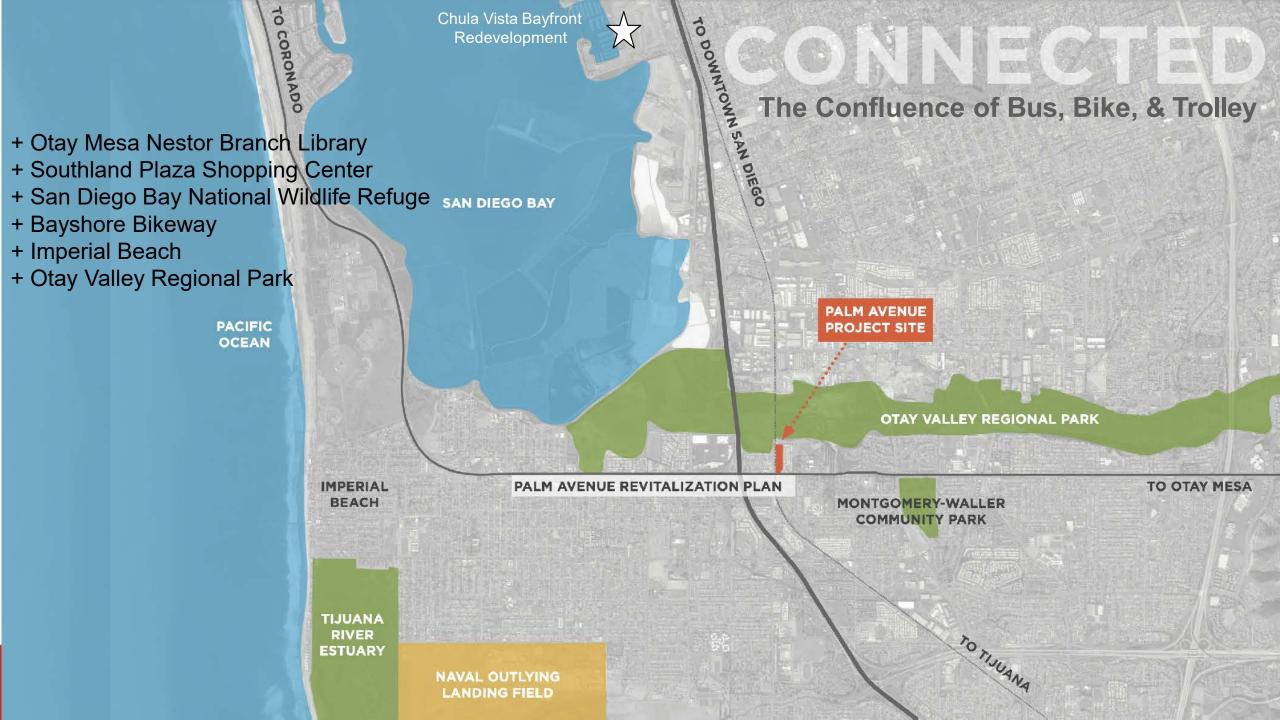
- John Seymour, Project Executive
- Vertically Integrated (finance, development, construction, property management)
- Low Income Affordable Focus
- Operating over 10,000 rental homes



Malick Infill Corporation

- Andrew Malick, Project Executive
- Middle Income Focus
- Traditionally Financed
- Commercial/Retail Experience





Adjacent Developments Currently In Entitlement = 1100 Units **Naval Outlying Landing** Field Imperial Beach South Bay Rec South Bay Drive-In IMPERIAL BEACH & Swap Meet Mendoza Elementary MTS Development Sunnyslope 400 Home Development 400 Home Development 300 Home Development **NEW ACTIVE PARK**

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



Joint Development Program

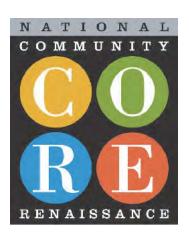


April 16, 2019

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 (cowork or small business, etc)



Mobility Hub Features

- Pedestrian Improvements
- Bike Lockers
- Rideshare Pick up/Drop Off
- Safety Lighting
- Transit Parking

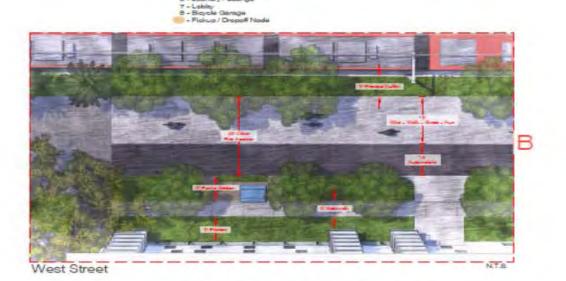
Zero Carbon Future

- 100% Clean Energy
- Walkable/Bikeable Neighborhood
- Shade Trees
- High Frequency Transit
- All Electric Homes





A East Street









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 <u>reduce</u> unit count by more than 10% unless estimated occupancy increases

Density/occupancy can increase

DEVELOPMENT TEAM	BLDG	UNIT COUNT	Est Occupancy
National CORE	А	84	220
National CORE	В	102	486
National CORE	С	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
Total Density	250 units150 (30%-60% AMI)100 (81%-150% AMI)	390 units288 (<80% AMI)102 (<110% AMI)
Total Parking	254 Total175 MTS79 Developer (0.31/unit)	191 Total80 MTS111 Developer (0.28/unit)



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 4th building construction begins (estimated 2031-2035)



MTS Replacement Parking



2019 Parking Averages:

Beyer to 8^{th} 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

LEGEND:

- Active TOD Projects
- Active MTS Project
- # spaces, 2019 % utilization, proposed spaces, (deficit)
- 60 spaces leased to San Ysidro Health Center



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.





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 (12th & 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 publiclyaccessible 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
- 12th & 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, 24th 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:

- Seek additional hours of availability for the restrooms at the Mills Building (12th & 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.

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;
- 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;
- 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, <u>Julia.Tuer@sdmts.com</u>

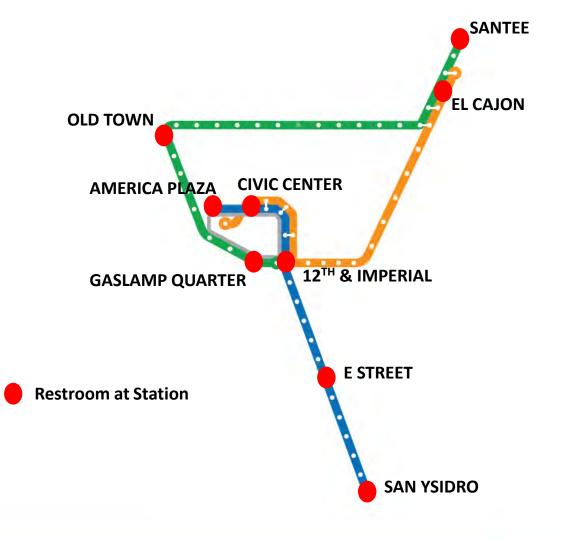
EVALUATION OF RESTROOM FACILITIES

MTS Board of Directors September 16, 2021



Restroom Availability

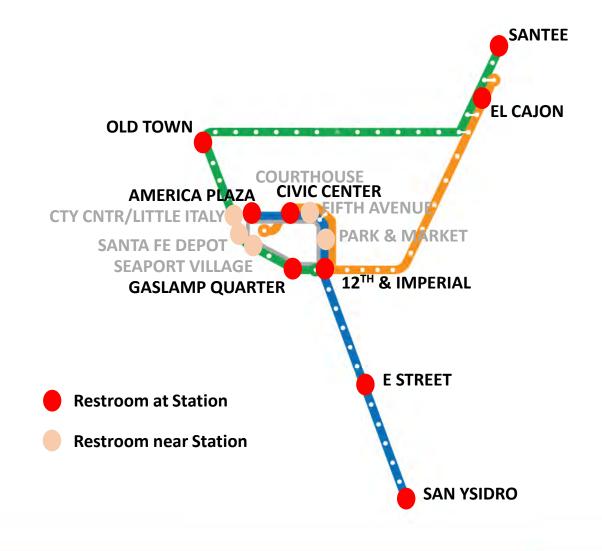
- Nine stations
- All Trolley lines served by facilities
 - Blue Line: five stations
 - Orange Line: three stations
 - Green Line: four stations
- Seven open every day
- Two open 24 hours





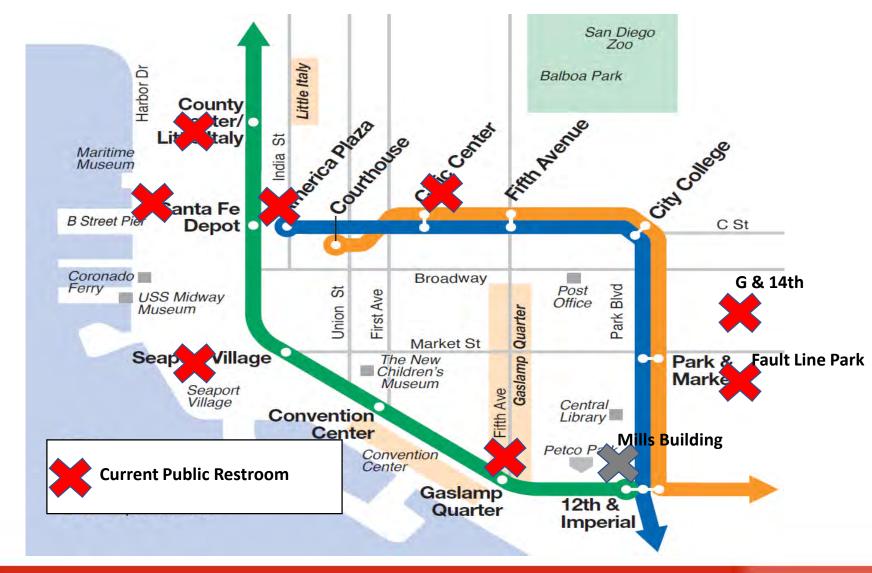
Restroom Availability

- 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





Public Restrooms in Downtown





America Plaza

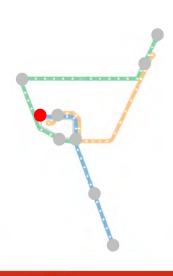
Location: On platform

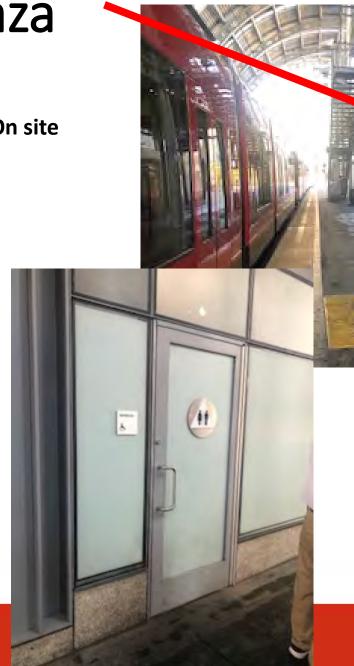
• Distance from Station: On site

• Hours: 8am-5pm

• Cost: Free

One unisex unit







Civic Center

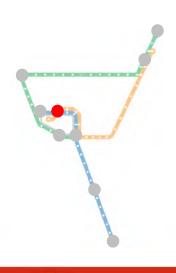
Location: 3rd Avenue

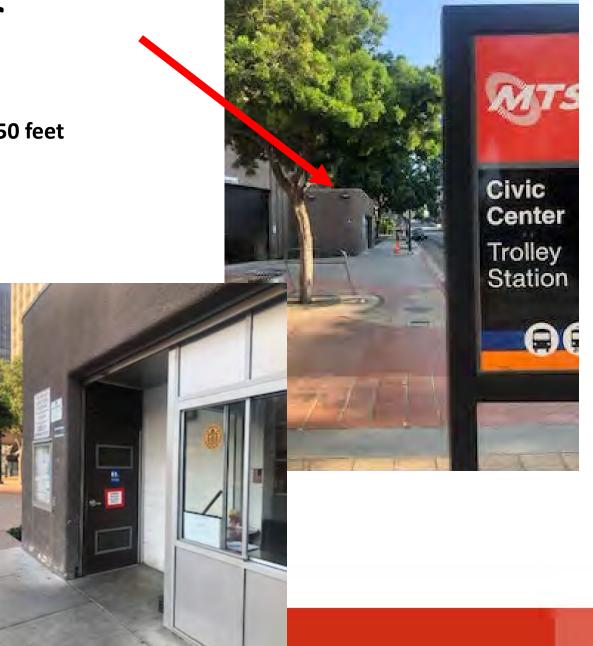
Distance from Station: 150 feet

Hours: 24 hours

• Cost: Free

 Attendant at all times; two separate stalls; 10-minute limit







12th & Imperial

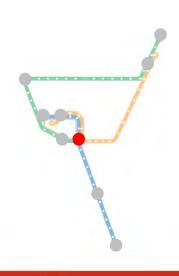
Location: Mills Building

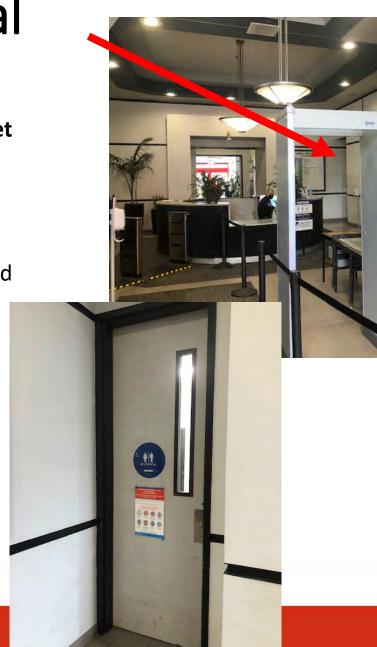
Distance from Station: 150 feet

Hours: M-F; 8am-5pm

• Cost: Free

 Past security; through x-ray; separate restrooms; monitored by security







Gaslamp Quarter

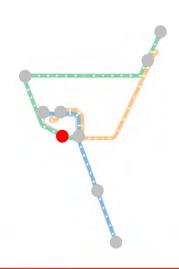
• Location: Plaza

• Distance from Station: **100 feet**

• Hours: 6am-9pm

• Cost: Free









Ruocco Park (off site)

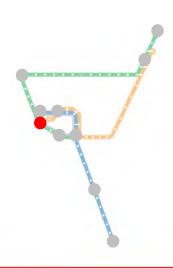
Location: Ruocco Park

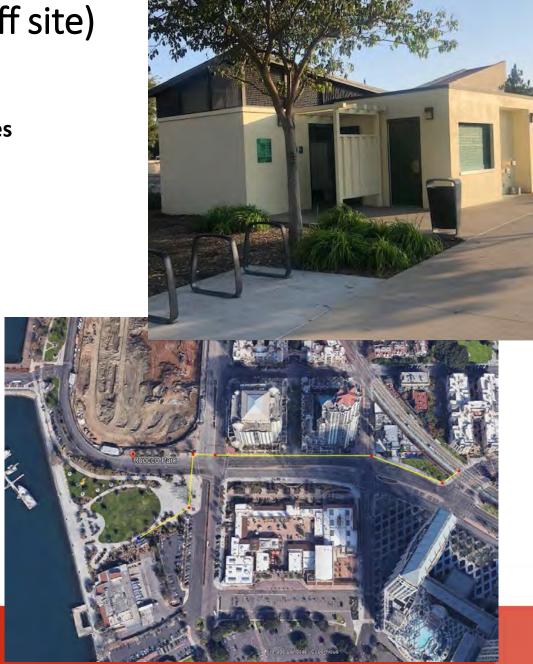
 Distance from Station: 0.3 miles from Seaport Village

Hours: 24 hours

• Cost: Free

• \$380,000 upfront capital cost







Harbor Drive & West Broadway (off site)

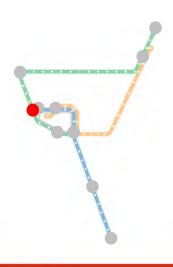
Location: Harborfront

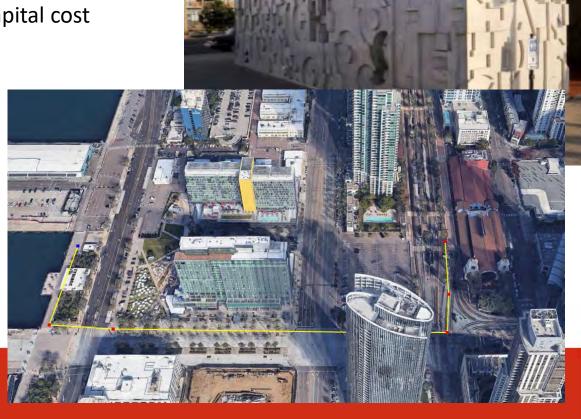
 Distance from Station: 0.3 miles from Santa Fe Depot

Hours: 8am-8pm

Cost: Free

\$2 million upfront capital cost







Waterfront Park (off site)

Location: Waterfront Park

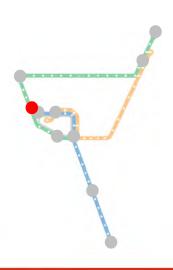
 Distance from Station: 0.2 miles from County Center/Little Italy Station

Hours: 6am-10pm

Cost: Free

• Two restroom facilities, with showers

outside







Fault Line Park (off-site)

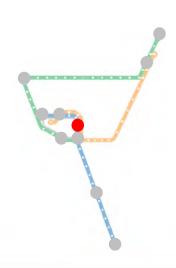
Location: Fault Line Park, 14th & Island

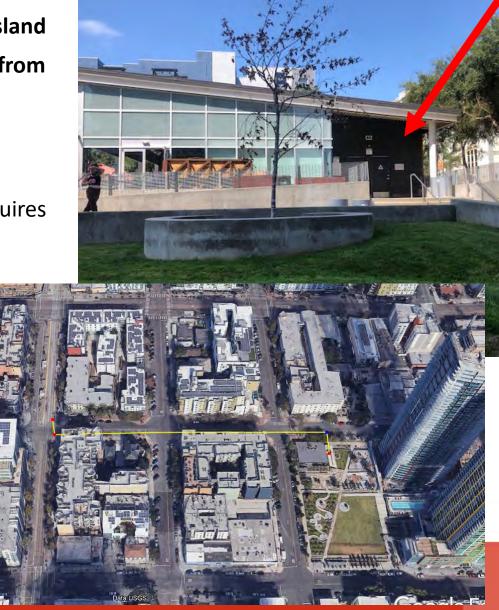
 Distance from Station: 0.15 miles from Park & Market Station

Hours: 6am-midnight

Cost: Free

 Security on-site; restroom use requires key from security







G and 14th (off-site)

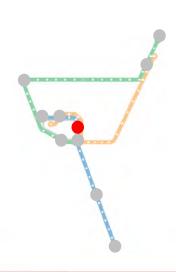
Location: G and 14th

Distance from Station: 0.2 miles
 from Park & Market Station

Hours: 24 hours

• Cost: Free

Security on-site

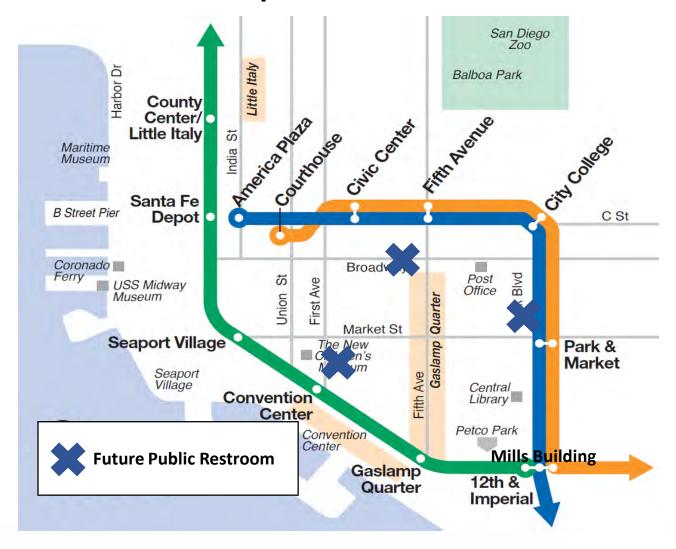






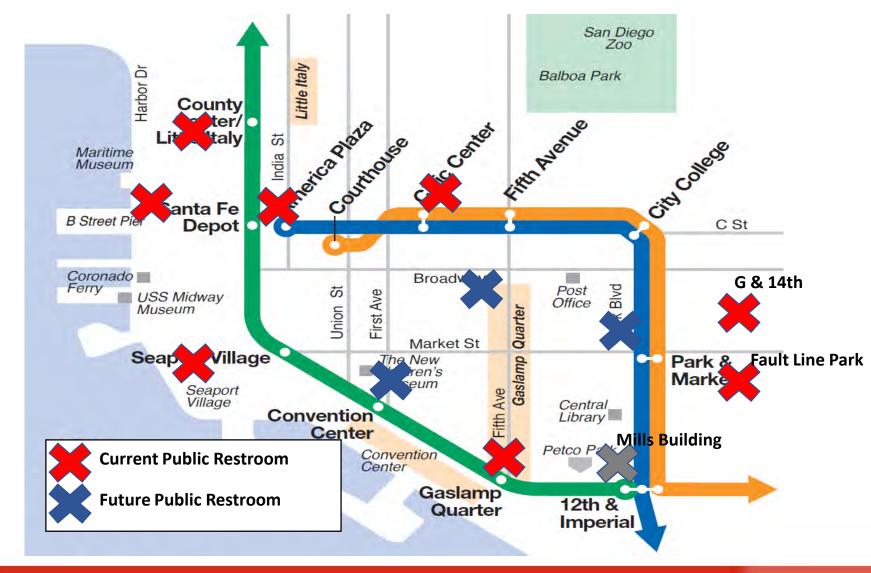
Public Restrooms in Development, Downtown

- 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

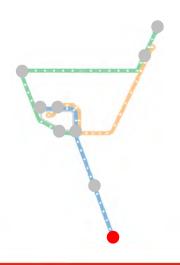
Distance from Station: 175 feet

• 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

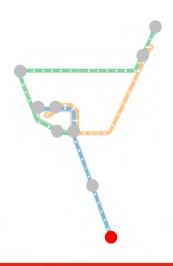
Hours: 24 hours

Cost: 50 cents

Separated restrooms; multiple

stalls in each

Bathroom attendant







STON BY STITION

E Street

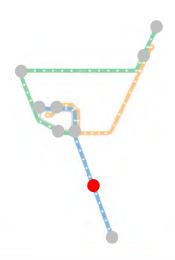
• Location: Cool Down Coffee

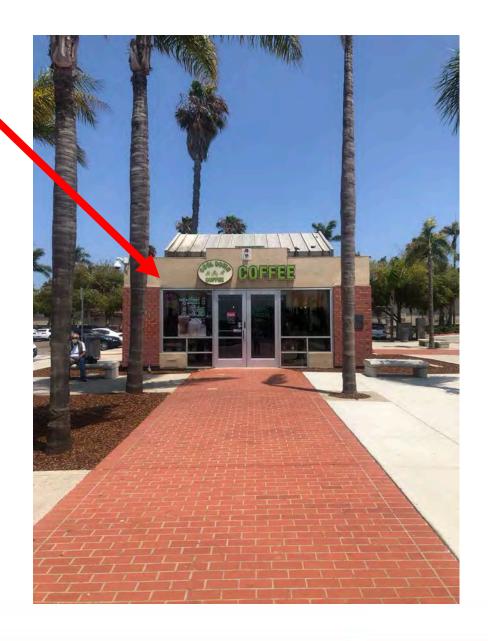
Distance from Station: 200 feet

Hours: M-Sa; 730am-3pm

• Cost: Free

 Separate restrooms; multiple stalls; monitored by coffee shop; maintained by MTS







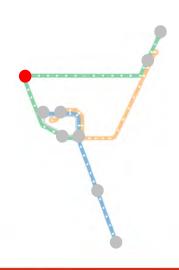
Old Town

Location: A-mart

Distance from Station: On platform

• Hours: 6am-7pm

 Separate restrooms; monitored by A-mart; required by MTS contract







El Cajon

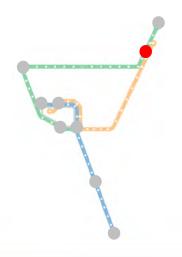
• Location: A-mart

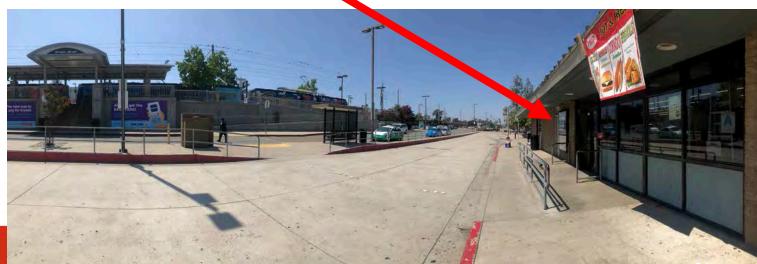
 Distance from Station: 250 feet (lower level)

• Hours: 6am-6pm

 Separate restrooms; monitored by A-mart; required by MTS contract









Santee

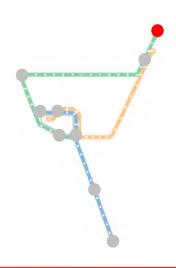
Location: Adjoining building

• Distance from Station: **100 feet**

• Hours: 6am-6pm

• Cost: Free

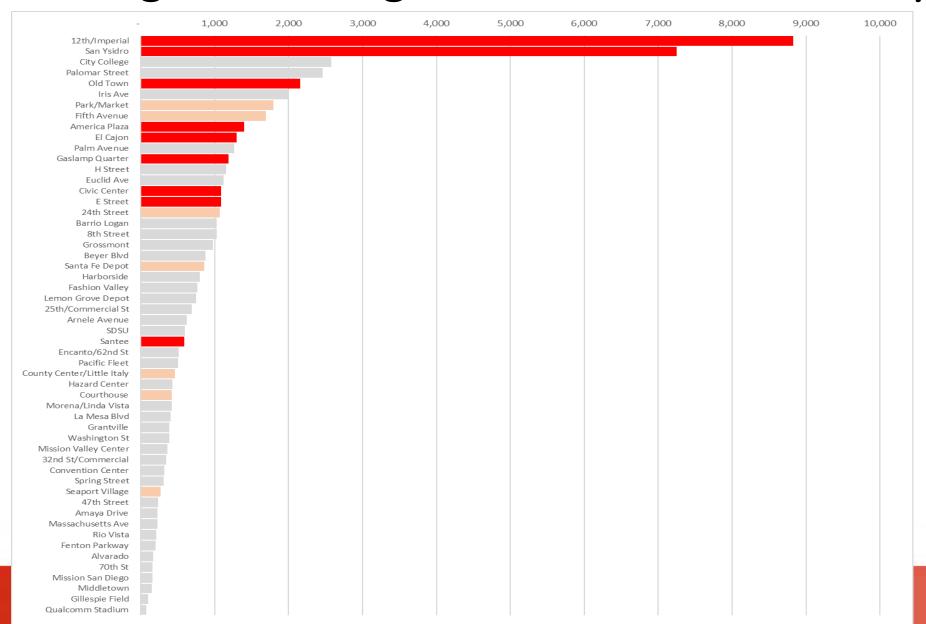
 Was closed for a few months due to assaults in restroom and vandalism



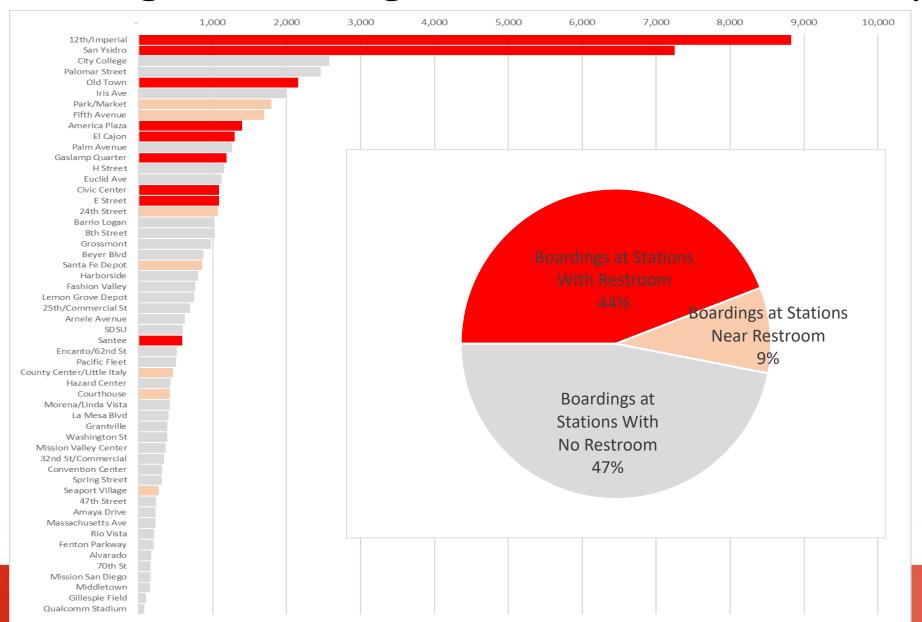




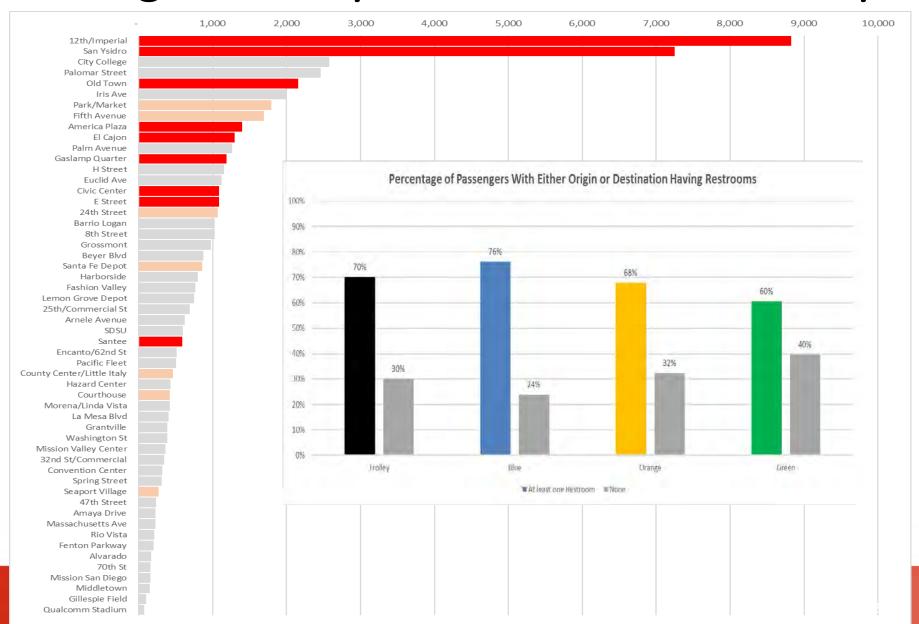
Passenger Boardings vs Restroom Availability



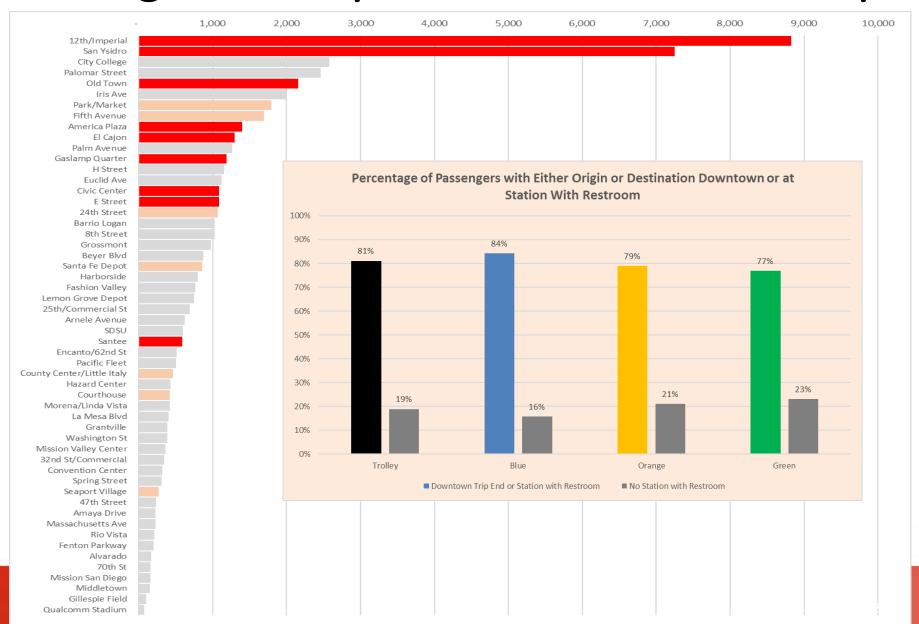
Passenger Boardings vs Restroom Availability



Passenger Activity vs Restroom Availability



Passenger Activity vs Restroom Availability



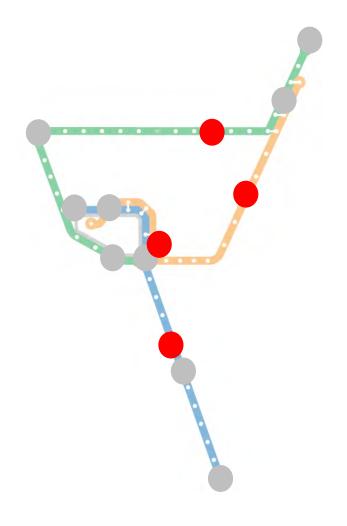
Other Light Rail Systems

- 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 MTAoperated
 - 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

- 24th Street Station
- San Diego State University
- Lemon Grove Depot
- 14th & L (Downtown)

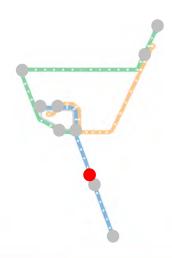


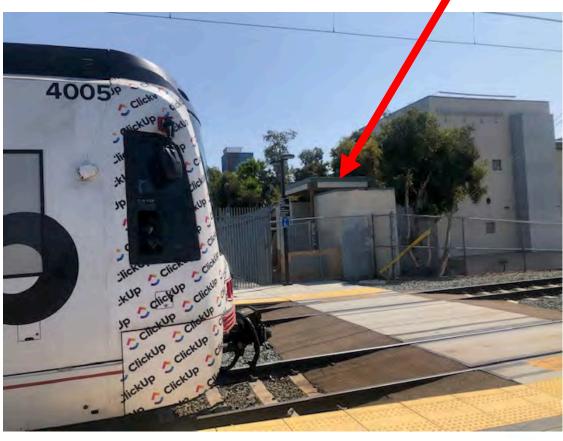


24th Street

Location: Adjacent to Trolley Station

 Closed by National City Adult School in 2014 due to vandalism.



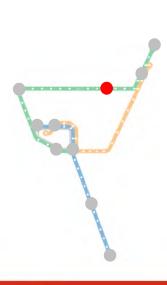


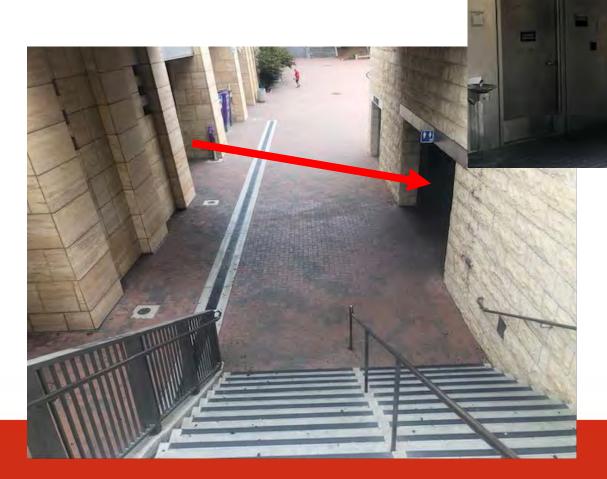


San Diego State University

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 - 14th & 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

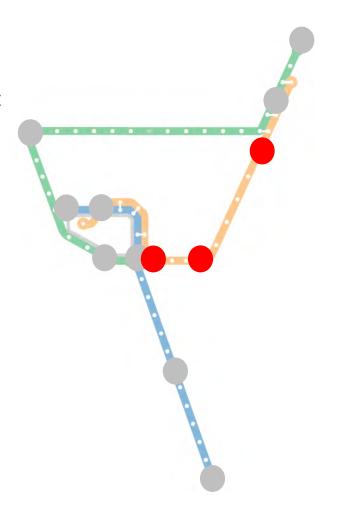
FEB. 5, 2016 11:23 AM PT

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 boundoggles 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:
 - 14th & 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

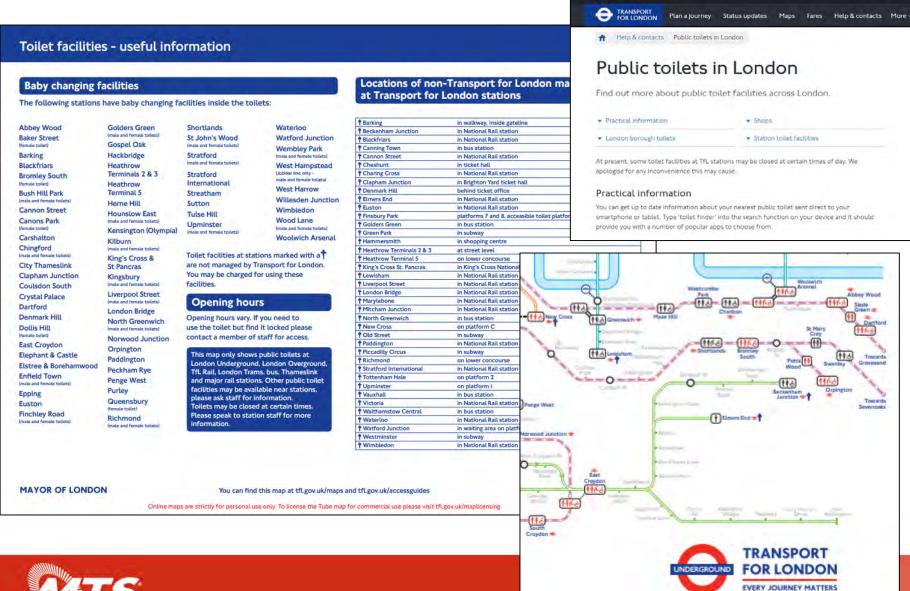
SPECIFICATIONS

- ▶ Height: 91"
- ▶ Width: 48"
- Depth: 43.5"



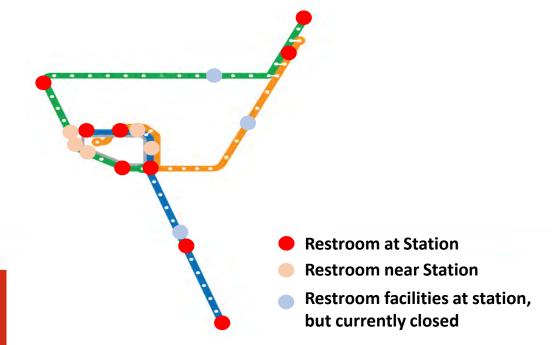


Public Information Example



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





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.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Al No. 45, 9/16/2021

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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

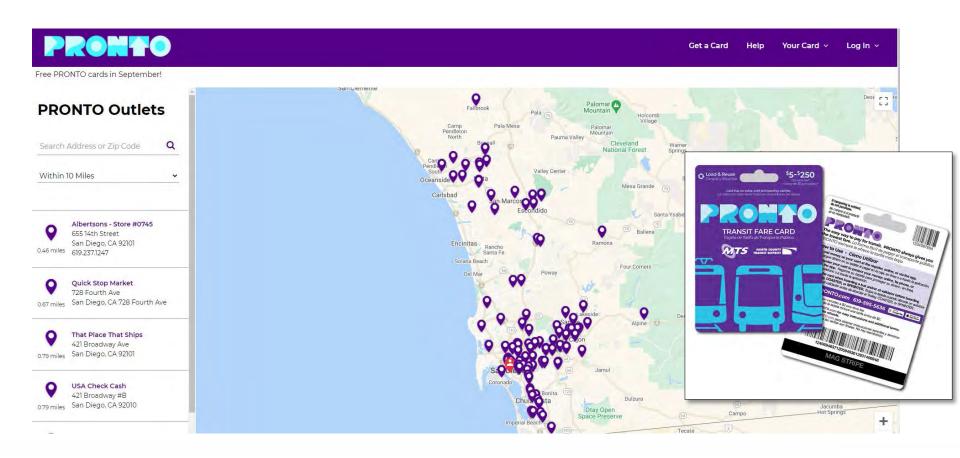








Establishing the Retail Network

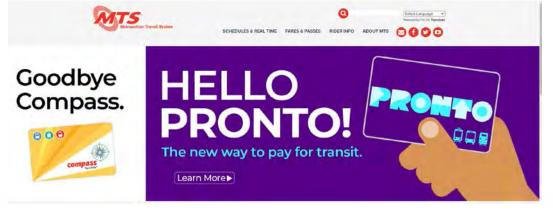




Getting Customers Ready





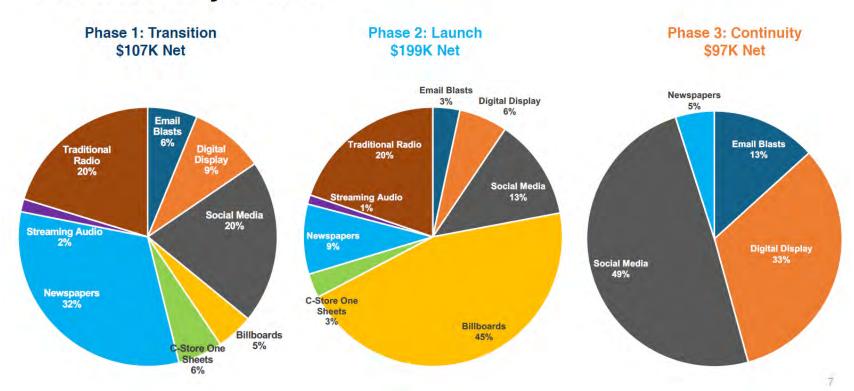






Advertising

Media Mix by Phase





Phase I Impressions

Medium	Impressions	Clicks	CTR	CTR Benchmark	СРМ	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





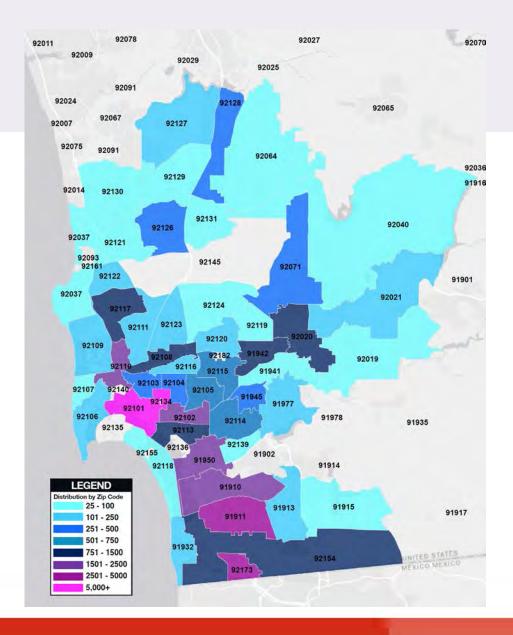


Outreach

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)

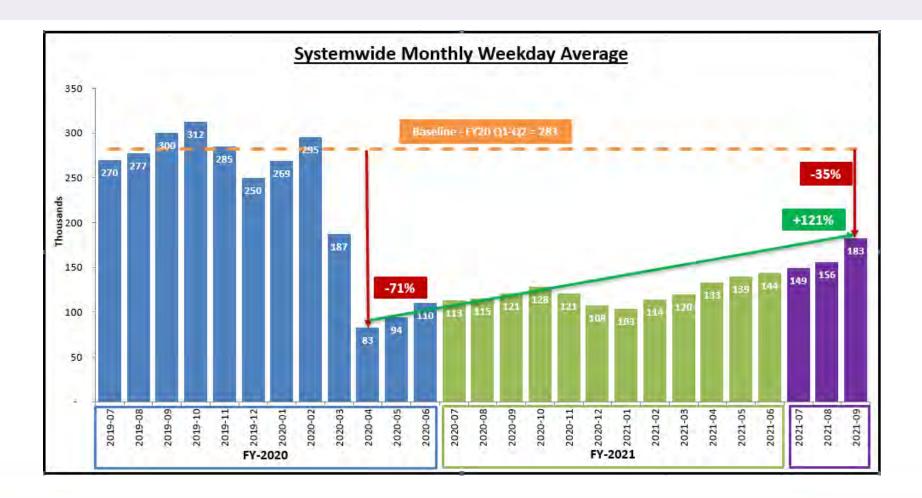
- 78% increase in views
- 77% increase in new users
- 81% increase in "create an account"
- 157% increase in new people going to "get a PRONTO card"







Free Rides with PRONTO





720240



FARE SYSTEM Implementation Update

Questions?





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



	EXI	PENSE 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 VAROUS 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	PREFFERED 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	-	ı
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	-	ı
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	-	ı
4500040870	7/26/21	Kurt Morgan		G200-OFFICE SUPPLIES	\$148.05	-	ı
4500040871	7/26/21	TK Services Inc		B250-BUS REPAIR PARTS	\$358.72	-	ı
4500040872	7/26/21	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$28.77	-	ı
4500040873	7/26/21	Schunk Carbon Technology LLC		R160-RAIL/LRV ELECTRICAL	\$351.53	-	ı
4500040874	7/26/21	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$955.05	-	ı
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	-	ı
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		-	-
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		-	-
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			\$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	-	ı
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		-	-

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		-	-
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		-	-
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		-	•
4500041156	8/9/21	Allied Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$364.48	-	-
4500041157	8/9/21	Supreme Oil Company			\$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		-	-
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			\$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				
Purchasing Document	PO Executed Date	Name	Prime Business Certification	Material Group	PO Value	DBE Sub Commitment	Non DBE SubComitment
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			\$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		-	-
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.		1140-IT CAPITAL SOFTWARE	\$4,334.00	-	ı
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		-	-
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	-	ı
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	-	-		