



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

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

9:00 a.m.

Meeting will be held via webinar

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed at the following link:
<https://www.sdmts.com/about-mts-meetings-and-agendas/board-meetings>

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - December 10, 2020 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.
4. Elect Vice Chair, Chair Pro Tem, and Committee Appointments (Sharon Cooney) Elect
Action would: 1) Elect a Vice Chair and Chair Pro Tem for 2021; and 2) Consider the nominating slate proposed by the Ad Hoc Nominating Committee for the appointment of representatives to MTS committees for 2021 and vote to appoint representatives to those committees.

Please SILENCE electronics
during the meeting



CONSENT ITEMS

6. [Application Xtender \(AX\) and Kofax Software Maintenance & Professional Service Support – Purchase Order](#) Approve
Action would: 1) Ratify previous Purchase Order (PO) 4500023458 award of \$94,928.89 with Wave TSG, LLC, a Small Business (SB), previously issued under Chief Executive Officer (CEO) authority; and 2) Authorize the CEO to execute an amendment to the PO with Wave TSG, LLC, a SB, to increase capacity by \$15,180.00 for a revised total PO value of \$110,108.89 for three (3) years.
7. [Fare Media Retail Network – Contract Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Amendment 1 to MTS Doc No. G2287.0-19, with Ready Credit Corporation (RCC), for the provision of retail-packaged fare media, at a not to exceed amount of \$537,476.25.
8. [On-Call Homeless Encampment Cleanup Services - Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG327.0-21, with Urban Corps of San Diego County (Urban Corps), for on-call homeless encampment cleanup services for a five-year period in the amount of \$337,906.80.
9. [Systems, Applications, and Products \(SAP\) Qualtrics Survey & Data Collection Software and Cloud Services – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2445.0-21, with Carahsoft Technology Corp., for the procurement of SAP Qualtrics Cloud Services for three (3) years in the amount of \$174,989.47.
10. [Supply of Oils and Lubricants – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute the following contracts, effective February 1, 2021 for five (5) years, totaling \$1,075,661.88: 1) MTS Doc. No. B0724.0-21, with AAA Oil, Inc., dba California Fuels and Lubricants, a Minority Owned Business Enterprise (MBE), for a total of \$512,909.78; 2) MTS Doc. No. B0725.0-21, with SC Commercial, LLC, dba SC Fuels, for a total of \$252,398.16; and 3) MTS Doc. No. G2449.0-21, with Jamison Professional Services dba Jamison Transportation Products, a Disadvantaged Business Enterprise (DBE), for a total of \$310,353.94.
11. [ADA Paratransit Client Certification Services – Contract Amendment](#) Approve
Action would: 1) Ratify Amendment Nos. 1-3 with Medical Transportation Management (MTM), a Women Owned Business Enterprise (WBE), in the total amount of \$1,116,096.40; and 2) Approve Amendment No. 4 to MTS Doc. No. G1901.0-16 to authorize the Chief Executive Officer (CEO) to extend the contract for one (1) year with MTM for ADA Paratransit Client Certification Services, for a total of \$485,916.00.

- | | | |
|-----|---|---------------|
| 12. | <u>Cradlepoint NetCloud Mobile Advanced Plan with Threat Management Services - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2450.0-21, with AT&T Corporation, for NetCloud Mobile Advanced Services for five (5) years in the amount of \$330,000.00. | Approve |
| 13. | <u>Mission Valley West Signal Upgrade – Construction Change Orders (CCO) Under a Job Order Contract (JOC) Work Order</u>
Action would: 1) Ratify CCO MTSJOC7506-05.03 under MTS Doc No. PWL235.0-17, with HMS Constructions, Inc. (HMS), totaling \$91,595.59, for repair of the damaged fiber cable and the signal wirings in various signal cases; and 2) Authorize the Chief Executive Officer (CEO) to execute CCO MTSJOC7506-05.04 under MTS Doc No. PWL235.0-17, with HMS, in the amount of \$55,826.85 for additional signal engineer time to troubleshoot various vital and non-vital signaling issues to complete this project. | Approve |
| 14. | <u>Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments</u> | Informational |
| 15. | <u>San Diego Gas & Electric (SDG&E) License Agreement – Fez Street Traction Power Substation</u>
Action would authorize the Chief Executive Officer (CEO) to execute a license agreement with SDG&E allowing for the construction, maintenance, and operation of a traction powered substation (TPSS) serving the Mid-Coast Light Rail Project. | Approve |
| 16. | <u>Security Services – Contract Extension</u>
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 7 to MTS Doc. No. G1828.0-15, with Allied Universal dba Transit Systems Security, with Allied Universal dba Transit Systems Security, extending the contract to December 31, 2021, in the amount of \$5,332,564.00 for the provision of security services. | Approve |

CLOSED SESSION

- | | |
|-----|---|
| 24. | a. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code Section 54957.6
<u>Agency:</u> San Diego Transit Corporation (“SDTC”) Possible Action
<u>Employee Organization:</u> International Brotherhood of Electrical Workers, Local 465 (Representing SDTC Mechanics and Servicers)
<u>Agency-Designated Representative:</u> Jeffrey M. Stumbo, Chief Human Resources Officer (EEO Officer) |
|-----|---|

NOTICED PUBLIC HEARINGS

- | | |
|-----|-------|
| 25. | None. |
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DISCUSSION ITEMS

- | | |
|-----|-------|
| 30. | None. |
|-----|-------|

REPORT ITEMS

- | | | |
|-----|---|---------------|
| 45. | <u>Pronto Fare Collection System Implementation and Fare Study Update (Israel Maldonado and Rob Schupp)</u> | Informational |
| 46. | <u>Subsidy Revenue Overview (Mike Thompson)</u> | Informational |
| 47. | <u>MTS Safety Performance Annual Review (David Bagley and Jared Garcia)</u> | Informational |
| 48. | <u>Operations Budget Status Report for November 2020 (Gordon Meyer)</u> | Informational |

OTHER ITEMS

- | | | |
|-----|---|---------------|
| 60. | <u>Chair Report</u> | Informational |
| 61. | <u>Chief Executive Officer's Report</u> | Informational |
| 62. | <u>Board Member Communications</u> | Informational |
| 63. | <u>Additional Public Comments Not on the Agenda</u>
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. | <u>Next Meeting Date:</u> February 11, 2021. | |
| 65. | <u>Adjournment</u> | |

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

MINUTES

December 10, 2020

[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 November 12, 2020, MTS Board of Directors meeting. Board Member Sandke seconded the motion, and the vote was 13 to 0 in favor with Board Member Campbell absent and the 4th City of San Diego Board seat vacant.

3. Public Comment

There were no Public Comments.

DISCUSSION ITEMS (ITEMS TAKEN OUT OF ORDER):

30. Fixed Route Bus Services - Contract Award (Mike Wygant, Larry Marinesi, Sam Elmer)

Sharon Cooney, MTS Chief Executive Officer, provided a brief opening statement for the Fixed Route Bus contract, which supports half of the bus service MTS provides. She acknowledged this was the largest contract budget the Board would approve. She assured the Board that MTS staff is proposing a contract that has its passengers' best interests in mind.

Michael Wygant, MTS Chief Operating Officer – Transit Services; Larry Marinesi, MTS Chief Financial Officer; and Sam Elmer, MTS Manager of Procurement, presented on the Fixed Route Bus Services contract award. They outlined the following aspects of the project: bus service overview, contracted services reasoning, current contract background and highlights, contract procurement methodology, negotiated procurement process, budget impact, cost savings, details of cost proposal, Transdev organization background, new contract terms and conditions, new contract incentives and assessments, new contract enhancements, new contract-future plans and projects, benefits moving forward, evaluation committee review, and staff recommendation.

Public Comments

Laura Hendricks - CEO of Transdev North America, expressed appreciation for being a long-time partner with MTS. She acknowledged trust and teamwork with the agency as well as MTS diligence and fairness in the current contract and throughout the Request for Proposal (RFP) process. She described the proposal as competitive and expressed excitement to continue the partnership with the agency. She articulated the company's pride in supporting the community, as well as its diverse workforce that reflects the community it serves. She acknowledged the proposed contract will assure a seamless transition and high level of performance, competitive wages and protection for employees who currently support the contract. Ms. Hendricks

emphasized Transdev's and MTS's collaboration as they adjusted to the pandemic. She also thanked the Board for recognizing Transdev drivers as essential employees with a bonus during the summer.

BOARD COMMENTS

Board Member Hall asked if the buses for East County would be replaced with newer models as members of the community have complained about the buses in the past.

Mr. Wygant replied that there is currently a detailed fleet replacement program with five commuter Compressed Natural Gas (CNG) vehicles approved and accepted with a projected service start date of January 1, 2021. He also noted that East County will receive several replacement 40-foot buses by the summer of 2021, along with the recent deployment of two battery electric buses.

Board Member Moreno asked how and why MTS chooses to contract out some of its transit services. She asked if staff had conducted a cost comparison between outsourcing services and hiring public employees through San Diego Transit. She asked how in-house costs compared to those of the contractor.

Mr. Marinesi assured Board Member Moreno the agency did conduct an analysis. He confirmed outsourcing the contract would be 25% less expensive than internalizing the operational services.

Board Member Moreno asked why the East and South County transit routes were contracted out versus other service areas which are serviced by San Diego Transit.

Mr. Wygant clarified the operators are chosen based on the location of the facility each bus route operates out of. He explained the agency tries to keep contracted operations in individual divisions, such as the South Bay and East County divisions. Routes are chosen for deadheading and efficiency purposes based on their location surrounding those operating facilities.

Ms. Cooney further explained the agency contracts out some of its services to create flexibility, cost effectiveness and balance risk. She noted that due to a bill passed by Assemblywoman Kehoe, there are limitations to how many internal routes can be contracted without first negotiating with the union. She clarified that the agency has negotiated with the union to swap routes when it was more efficient or offered better performance outcomes. She acknowledged a capacity limitation for new buses and routes at each division, and that the unions are aware that the agency cannot add more routes without adding more buses.

Board Member Goble asked staff to clarify the selection committee's non-voting member viewpoints in the selection process.

Mr. Wygant clarified the non-voting members do have a significant impact in the final decision as they are the specialists of the services within the RFP. He explained that they review and recommend the proposer for their area of expertise. They then present to the evaluation team their recommendation with a ranking for all the proposals.

Board Member Goble was pleased to hear non-voting members present their recommendations to the entire evaluation committee, which he noted adds integrity to the selection process. He also asked about changes in protections, indemnifications or liability to MTS.

Mr. Elmer clarified the contract does have liability requirements for the provider. The liability and insurance provisions are standard in most of the contracts.

Board Member Goble asked if MTS could face increased exposure contracting with the provider.

Mr. Elmer responded no. He clarified the clauses were the same as the previous contract.

Karen Landers, General Counsel, explained MTS has been working closely with Transdev for the duration of the contract and the liability risk works well for the contractor. She stated the relationship is good and Transdev's team responds in litigation and to members of the public in the same way MTS does. They consistently represent MTS's values in the community, and MTS does not have any concerns with the contractor.

Board Member Goble was pleased to hear there were not increases in exposure or liability as a result of the contract.

Board Member Sandke asked how the relationship was between employees of Transdev and MTS.

Ms. Cooney noted that passengers cannot tell if the operator of the vehicle is a Transdev contractor versus an MTS employee. She clarified that MTS does not negotiate with the contractor unions, as those matters are between the contractor, their employees, and their union representation. She explained the contractor performance monitoring program, including such data as on-time performance, and explained that MTS and Transdev statistics are reported jointly to the National Transit Database, and are also audited in the same manner. She also noted that MTS will hold Transdev accountable if they do not meet their objectives.

Board Member Sandke supported the motion.

Vice Chair Sotelo-Solis asked for clarification on the additional costs of the contract.

Mr. Marinesi clarified the performance bonus program of \$3,090,000 and additional pass through costs of \$8,309,373 would both be incorporated within the total amount of the contract, which totals \$911,362,781.

Action Taken

Board Member Moreno moved to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0708.0-20, with Transdev North America (Transdev), in the amount of \$911,362,781 for the provision of fixed-route, express and Bus Rapid Transit (BRT) bus services for a six year base period with two 2-year option terms to be exercised at the CEO's discretion. Chair Fletcher seconded the motion, and the vote was 12 to 0 in favor with Board Member Arambula, Board Member Campbell absent and 4th City of San Diego Board seat vacant.

31. State Lobbying Services – Contract Award (Julia Tuer)

Julia Tuer, Manager of Government Affairs, presented on the State Lobbying Services contract award. She outlined the following aspects of the project: MTS state legislative advocacy, state lobbyist contract, RFP process, contractor Watts & Hartmann, LLC and staff recommendation.

Chair Fletcher commented that although the amount of the state lobbyist contract is small, MTS has lobbying and advocacy support through other mechanisms as well, including the California

Transit Association. He also acknowledged and discussed the positive relationships between MTS and its Board Members and state legislators. He noted that between all of these resources, MTS is well covered and supported for state lobbying services.

Action Taken

Chair Fletcher moved to authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. G2414.0-21 with Watts & Hartmann, LLC, for the provision of State Lobbying Services for a three (3)-year base period, and two (2) one-year optional terms, for a total of five (5) years, in the amount of \$157,800; and (2) Exercise each option year at the CEO's discretion. Board Member Sandke seconded the motion, and the vote was 10 to 0 in favor with Board Member Arambula, Board Member Campbell, Board Member Moreno, Board Member Montgomery absent and 4th City of San Diego Board seat vacant.

CONSENT ITEMS (ITEMS TAKEN OUT OF ORDER)

6. Zero-Emission Bus (ZEB) Project: 40-Foot Low-Floor Electric Buses – Issuance of Purchase Order to Gillig, LLC
Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to Gillig for the purchase of five (5), 40-foot, Low-Floor Electric, Battery-Powered buses in the amount of \$4,863,380.40
7. Roadway Worker Early Warning Alarm Technology Maintenance and Support – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1564.0-21, with Miller Ingenuity for Roadway Worker Early Warning Alarm Technology Maintenance and Support Services totaling \$360,573.25 for five (5) years effective January 1, 2021.
8. Kearny Mesa Division (KMD) Underground Storage Tank Closure (KMD UST Closure Project) – Award Work Order Under a Job Order Contract (JOC)
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC275-14 to MTS Doc. No. PWG275.0-19, with ABC Construction Co., Inc. (ABC), for the closure of the KMD underground storage tank for a total cost of \$120,918.48.
9. Fare Collection (Add Sales Tax and Ticket Vending Machine (TVM) Spare Parts and Gateway Services) – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment 5 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), for a total contract increase of \$2,478,990.86.
10. Building C Rollup Door Replacement – Award Work Order Under Job Order Contract (JOC)
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC275-15 to MTS Doc. No. PWG275.0-19, with ABC Construction Co., Inc. (ABC), for the removal and replacement of the rollup doors, door threshold, and addition of flood barriers at Building C for a total cost of \$251,853.51.

11. On-Call Job Order Contracting (JOC) Building and Facilities Construction Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG324.0-21, with ABC Construction Co., Inc. (ABC), for on-call building and facilities construction services, in the amount of \$7,000,000.00, for one (1) base year and four (4) option years beginning on January 1, 2021.
12. Low Carbon Fuel Standard Verification Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2429.0-21 with Rincon Consultants for the provision of Low Carbon Fuel Standard Verification Services for a three (3)-year base period, and one (1) three-year optional term, for a total of six (6) years, in the amount of \$123,728.00; and 2) Exercise option at the CEO's discretion.
13. Bayside Double Track Imperial Avenue Transit Center (IMT) Construction Management Services – Work Order Amendment
Action authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2019-CM07 under MTS Doc. No. G2019.0-17 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc., for the Bayside Double Track IMT, Construction Management (CM) Services in the amount of \$846,751.95
14. Bus Farebox Conversion – Contract Award
Action authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0723.0-21, a Sole Source Agreement with Genfare, A Division of SPX Corporation, for Bus Farebox Conversion totaling \$3,556,310.61 for ten (10) years effective January 1, 2021, subject to the MTS General Counsel approving modified MTS Standard Conditions.

Action on Recommended Consent Items

Chair Fletcher moved to approve Consent Agenda Item Nos. 6 to 14. Board Member Salas seconded the motion, and the vote was 10 to 0 in favor with Board Member Arambula, Board Member Campbell, Board Member Moreno, Board Member Montgomery absent and 4th City of San Diego Board seat vacant.

REPORT ITEMS (ITEM TAKEN OUT OF ORDER):

45. Operations Budget Status Report for October 2020 (Gordon Meyer)
Gordon Meyer, MTS Operating Budget Supervisor, presented on the Operations Budget Status Report for October 2020. He outlined the Federal Transit Administration (FTA) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, total operating revenues, total operating expenses, and total operating activities.
Chair Fletcher acknowledged the impacts of COVID-19 especially on MTS ridership. He acknowledged the uncertainty with reduced ridership activity due to COVID-19 and the need to constantly assess and reevaluate the financial health of the agency on a monthly basis. Once the cases stabilize, it will be crucial for the agency to rebuild its ridership and stabilize operations. Chair Fletcher commended the agency for its budget management and noted the agency is doing better than other transit agencies. He proposed post COVID-19, the agency

should analyze and assess the market of transit and transportation in order to position the agency in the strongest place moving forward.

Action Taken

No action taken. Informational item only.

NOTICED PUBLIC HEARINGS

25. None.

OTHER ITEMS

60. Chair Report

There was no Chair report.

61. Chief Executive Officer's Report

Ms. Cooney wished everyone a happy and safe holiday. She promoted the Stuff the Bus Event and noted that the participation details were listed on the MTS website.

62. Board Member Communications

There were no Board Member communications.

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 January 21, 2021.

CLOSED SESSION (TAKEN PRIOR TO CLOSED SESSION):

24. Closed Session Items

The Board convened to Closed Session at 10:05 a.m.

- a. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code Section 54957.6

Agencies: San Diego Trolley, Inc. (SDTI)

Employee Organization: Transit Enforcement Officers Association (TEOA)

Employee Organization: International brotherhood of electrical workers, local 465 ("IBEW"), representing flaggers

Agency-Designated Representative: Jeff Stumbo, Chief Human Resources Officer

- b. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(2)
(Government Tort Claim from Claudia Isabel Hernandez for herself and as successor in interest to the Estate of Angel Zapata Hernandez)

The Board reconvened to Open Session at 10:20 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. For the IBEW Local 465 representing flaggers, the Board voted to ratify a tentative agreement with a vote of 10 to 0 in favor, with Board Member Arambula, Board Member Campbell, Board Member Moreno, Board Member Montgomery absent and 4th City of San Diego Board seat vacant. For the TEOA, the Board voted to ratify a tentative agreement with a vote of 10 to 0 in favor with Board Member Arambula, Board Member Campbell, Board Member Moreno, Board Member Montgomery absent and 4th City of San Diego Board seat vacant.
- b. The Board received a report from legal counsel and no action was taken.

65. Adjournment

The meeting was adjourned at 10:22 a.m.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

Filed by:

Approved as to form:

/S/ Dalia Gonzalez

Clerk of the Board

San Diego Metropolitan Transit System

/S/ Karen Lander

General Counsel

San Diego Metropolitan Transit
System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE):

December 10, 2020

CALL TO ORDER
(TIME):

9:00 am

RECESS:

RECONVENE:

CLOSED SESSION:

10:05 am

RECONVENE:

10:20 am

PUBLIC HEARING:

RECONVENE:

ORDINANCES ADOPTED:

ADJOURN:

10:22 am

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
AGUIRRE	<input checked="" type="checkbox"/>	(Spriggs)	<input type="checkbox"/>	9:00 am	10:20 am
ARAMBULA	<input checked="" type="checkbox"/>	(Mendoza)	<input type="checkbox"/>	9:00 am	9:35 am
FAULCONER	<input type="checkbox"/>	(Moreno)	<input checked="" type="checkbox"/>	9:00 am	9:47 am
FLETCHER	<input checked="" type="checkbox"/>	(Cox)	<input type="checkbox"/>	9:00 am	10:20 am
FRANK	<input checked="" type="checkbox"/>	(Mullin)	<input type="checkbox"/>	9:00 am	10:20 am
GALVEZ	<input checked="" type="checkbox"/>	(Diaz)	<input type="checkbox"/>	9:00 am	10:20 am
GOMEZ	<input type="checkbox"/>	(Campbell)	<input type="checkbox"/>	-	-
HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:00 am	10:20 am
MCCLELLAN	<input type="checkbox"/>	(Goble)	<input checked="" type="checkbox"/>	9:00 am	10:20 am
MONTGOMERY	<input checked="" type="checkbox"/>	(Bry)	<input type="checkbox"/>	9:00 am	9:47 am
SALAS	<input checked="" type="checkbox"/>	(Diaz)	<input type="checkbox"/>	9:00 am	10:20 am
SANDKE	<input checked="" type="checkbox"/>	(Donovan)	<input type="checkbox"/>	9:00 am	10:20 am
SOTELO-SOLIS	<input checked="" type="checkbox"/>	(Quintero)	<input type="checkbox"/>	9:00 am	10:20 am
WARD	<input type="checkbox"/>	(Kersey)	<input type="checkbox"/>	-	-
WEBER	<input checked="" type="checkbox"/>	(Arapostathis)	<input type="checkbox"/>	9:00 am	10:20 am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

/S/ Karen Landers



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Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

ELECT VICE CHAIR, CHAIR PRO TEM, AND COMMITTEE APPOINTMENTS
(SHARON COONEY)

RECOMMENDATION:

That the Board of Directors:

- 1) Elect a Vice Chair and a Chair Pro Tem for 2021; and
- 2) Consider the nominating slate (Attachment A) proposed by the Ad Hoc Nominating Committee for the appointment of representatives to MTS committees for 2021 and vote to appoint representatives to those committees.

Budget Impact

None.

DISCUSSION:

Public Utilities Code Section 120100 requires the Board of Directors, annually at its first meeting in January, to elect a Vice Chair who shall preside in the absence of the Chair. Policies and Procedures No. 22, "Rules of Procedure" (Attachment B), also provides for the election of a Chair Pro Tem to serve in the absence of the Chair and Vice Chair. In 2020, Board Member Alejandra Sotelo-Solis served as Vice Chair, and Board Member Bill Sandke served as Chair Pro Tem.

The Vice Chair and Chair Pro Tem nomination and election procedures are pursuant to Robert's Rules of Order as follows:

1. The Chair of the Board opens the agenda item.



2. The Chair requests nominations from the floor. Nominations do not require a second.
3. The Chair closes the nominations.
4. The Chair invites the candidate(s) to address the Board for 3 minutes.
5. The Chair asks for any Board discussion.
6. The Chair calls for the vote on each motion for each candidate.
7. The vote is taken on the motion(s) for each candidate based upon the order in which they were nominated. The vote continues until a candidate is elected.

In addition, each year the Board makes appointments to the various committees, including the Accessible Services Advisory Committee (ASAC), the Airport Authority Advisory Committee, the Audit Oversight Committee, the Budget Development Committee, the Executive Committee, the Los Angeles-San Diego Rail Corridor Agency (LOSSAN), the Public Security Committee, the SANDAG Board and SANDAG committees, the San Diego Regional Building Authority, and the Taxicab Advisory Committee. Membership of the Executive Committee is dictated by Board Policy 22. Similarly, membership on the Audit Oversight Committee is dictated by Board Policy 22, which designates all members of the Executive Committee as members of the Audit Oversight Committee, but allows the appointment of other Board members to that Committee at the Board's discretion. A simple majority of the Board present may waive any aspect of Board Policy 22 not required by state law.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Proposed MTS Nominating Slate for 2021
B. Board Policy No. 22

2021 SLATE OF MTS COMMITTEES AND OUTSIDE AGENCY APPOINTMENTS

Chair Vice Chair Chair Pro Tem	Nathan Fletcher -- Chair Alejandra Sotelo-Solis – Vice Chair Mary Salas – Chair Pro Tem
Accessible Services Advisory Committee (ASAC)	Alejandra Sotelo-Solis – Chair
Airport Authority Advisory Committee	Bill Sandke – Committee Representative Ronn Hall – Alternate
Audit Oversight Committee	Nathan Fletcher – Chair Alejandra Sotelo-Solis – Vice Chair Plus Executive Committee (listed below)
Budget Development Committee	Vivian Moreno – Chair Todd Gloria – Committee Representative (<i>Alternate: Stephen Whitburn</i>) Nathan Fletcher – Committee Representative Mary Salas – Committee Representative Bill Sandke – Committee Representative
Executive Committee	Nathan Fletcher – Chair & County Representative (<i>County Alternate: Nora Vargas</i>) Alejandra Sotelo-Solis – Vice Chair Mary Salas – Chair Pro Tem Sean Elo-Rivera – City of San Diego Representative (<i>Alternate: Monica Montgomery Steppe</i>) Lemon Grove Board Member* – East County Representative (<i>Alternate: Ronn Hall</i>) Bill Sandke – South Bay Representative (<i>Alternate: Paloma Aguirre</i>) Monica Montgomery Steppe – SANDAG Transportation Committee Representative
Los Angeles - San Diego Rail Corridor Agency (LOSSAN) Board	Caylin Frank – Board Representative Bill Sandke – Alternate
Public Security Committee	Monica Montgomery Steppe – Chair Paloma Aguirre – Vice Chair Todd Gloria – Committee Representative (<i>Alternate: Stephen Whitburn</i>) Jill Galvez – Committee Representative Ronn Hall – Committee Representative Akilah Weber – Committee Representative
SANDAG Board	Paloma Aguirre – Board Representative Vivian Moreno – Alternate
SANDAG Regional Planning Committee	Jill Galvez – Committee Representative Lemon Grove Board Member* – Alternate
SANDAG Transportation Committee	Monica Montgomery Steppe – Committee Representative Paloma Aguirre – Alternate
San Diego Regional Building Authority	Steve Goble – Committee Representative
Taxicab Advisory Committee	Sean Elo-Rivera – Chair

*City of Lemon Grove appointments will be finalized January 19th at the City Council meeting.

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

Policies and Procedures

No. 22

Board Approval: 6/13/19

SUBJECT:

RULES OF PROCEDURE FOR THE SAN DIEGO METROPOLITAN TRANSIT
SYSTEM (MTS) BOARD OF DIRECTORS

PURPOSE:

To define and clarify Board Rules of Procedure and incorporate them in Board Policy.

BACKGROUND:

In 1977, the Board adopted Rules of Procedure by resolution and from time to time amendments have been adopted. The Rules shall be contained in Board Policy for ease of reference and periodic updating. The Board is established and governed by the Mills-Deddeh Transit Development Act, set forth in the Sections 120000 through 120702 of the California Public Utilities Code ("MTS Enabling Legislation"). Section 120101 requires to the Board to "establish rules for its proceedings." In the event the rules of procedure set forth herein conflict with the MTS Enabling Legislation, or other applicable law, the applicable law shall supersede these rules.

22.1 Membership and Organization

22.1.1 Membership in this Board is established by Sections 120050 through 120051.6 of the MTS Enabling Legislation.

22.1.2 The Board consists of 15 members selected as follows:

- a. One member of the County of San Diego Board of Supervisors appointed by the Board of Supervisors.
- b. Four members of the City Council of the City of San Diego, one of whom shall be the mayor, appointed by the City Council.
- c. One member of each city council appointed individually by the City Councils of the Cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.



- d. Two members of the City Council of the City of Chula Vista, one of whom shall be the mayor, appointed by the City Council.
- e. The chairperson of the board shall be selected from the board membership by a two-thirds vote of the board, a quorum being present. The chairperson shall serve for a term of two years, except that he or she is subject to removal at any time by a two-thirds vote of the board, a quorum being present.

22.1.3 [RESERVED]

22.1.4 Alternate members of the Board shall be appointed as follows:

- a. The County of San Diego Board of Supervisors shall appoint as its alternate member a county supervisor not already appointed as the primary board member under Section 22.1.2(a), who represents one of the two supervisorial districts within MTS's jurisdiction with the greatest percentage of its area within the incorporated area of the County of San Diego.
- b. The City Councils of the Cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego and Santee shall each individually appoint a member of their respective city councils not already appointed as a primary board member to serve as an alternate member for each member of the city on the board.
- c. At its discretion, a city council or the county board of supervisors may appoint a second alternate member to serve on the board in the event that neither a member nor the alternate member is able to attend a meeting of the board.

22.1.5 This Board shall exercise all powers authorized by the laws of the State of California.

22.1.6 Only the duly selected official representative, or in his or her absence his or her duly selected alternate, shall be entitled to represent a member agency in the deliberations of the Board.

22.1.7 Names of the official representatives and alternates shall be communicated in writing to the Board by each participating member agency and shall thereafter be annually communicated or reaffirmed prior to the February meeting of the Board and at such other times as changes in representation are made by member agencies.

- 22.1.8 The Board shall have the authority to appoint committees or subcommittees and may provide for the appointment of alternates to these committees or subcommittees.
- 22.1.9 Standing committees shall be appointed by the Board as may be required to carry out general and continuing functions and shall be abolished only upon specific action by the Board.
- 22.1.10 Ad hoc specialized subcommittees may be appointed by the Board as the need arises to accomplish specific tasks. Upon completion of its assignment, each ad hoc subcommittee shall disband.
- 22.1.11 Board members serving on such subcommittees shall be compensated as provided by Board ordinance. The Chief Executive Officer is authorized to enter into agreements to compensate individuals who were Board members at the time of their appointments to such subcommittees and who continue to serve on such subcommittees after their terms of office as Board members, subject to the same limitations as exist for compensation of Board members, and subject to replacement by the Board.

22.2 Meetings

- 22.2.1 On or before the first regular meeting of the Board in December of each year, the Board shall adopt a schedule of its meetings by date, time, and location for the coming year. The schedule of the meetings shall be published in the local newspaper of general circulation prior to the next regular meeting. The schedule of meetings shall also be published on the MTS website and posted at the MTS Executive Offices.
- 22.2.2 The Board may, when necessary, change the time and place of regular meetings. Notice of such change shall be posted pursuant to the Ralph M. Brown Act.
- 22.2.3 The Clerk of the Board shall forward written notice of the annual schedule of regular meetings and any changes thereto stating the dates, times, and locations to each member's agency and to the respective members and alternates of the Board and the standing committees.
- 22.2.4 Special meetings may be called and noticed under the provisions of the Ralph M. Brown Act as applicable and, specifically, Section 54956 of the California Government Code. The call and notice shall be posted in an area accessible to the public at least 24 hours prior to the meeting.

Special meetings normally shall be called by a majority of the Board or Executive Committee only upon a finding that

extraordinary circumstances require Board action prior to the next scheduled Board meeting, such as to discuss a work stoppage or significant litigation, or that a special meeting is necessary to hold a workshop, a joint meeting with another agency, or for other special purposes at a future date beyond the next Board meeting. The Chair may call such meetings only when such extraordinary circumstances arise after the last Board or Executive Committee meeting and Board action is required prior to the next regularly scheduled Board or Executive Committee meeting.

- 22.2.5 A majority of the members of the Board shall constitute a quorum for the transaction of business, and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board present.
- a. After a vote of the members is taken, a weighted vote may be called by the members of any two jurisdictions in accordance with Section 120102.5 of the MTS Enabling Legislation and MTS Board Policy No. 27 (Weighted Vote).
- 22.2.6 Parliamentary procedure at all meetings shall be governed by Robert's Rules of Order Newly Revised except as otherwise modified herein.
- 22.2.7 Prior to each regular meeting, the Clerk of the Board shall forward a copy of the agenda to each member in accordance with the schedule adopted by the Board. The agendas shall also be mailed to each person or entity previously requesting such in writing. The Clerk shall post the agenda in an area accessible to the public at least 72 hours before the meeting in accordance with the Ralph M. Brown Act. Agenda materials shall be available as public record in accordance with the Ralph M. Brown Act and, specifically, Section 54957.5 of the California Government Code.
- 22.2.8 The Board may take action on items of business not appearing on the posted agenda in accordance with the Ralph M. Brown Act.
- 22.2.9 Requests for Board action may be initiated by any member of the Board or any staff officer.
- 22.2.10 Communication requests may be initiated by an individual and submitted to the Clerk by letter or on forms provided by the Clerk and must state the subject matter and the action which the writer wishes the Board to take. The Clerk shall review all communication requests so received and shall list them on the Board's docket under those items which the Clerk deems to be proper areas of discussion or action by the Board. When a Communications item is listed on the docket, it is not debatable and must be referred to an appropriate committee, other public agency, or to staff to prepare a report or response.

- 22.2.11 Any permanent rule of the Board as set forth herein and unless otherwise established by law may be suspended temporarily by a two-thirds vote of the members present.

22.3 Amendments

- 22.3.1 The Board shall be responsible for making all amendments to these rules.
- 22.3.2 Proposed amendments may be originated by the Board, or any member of such, or by the Chief Executive Officer.
- 22.3.3 Each proposed amendment shall be considered by the Board and a copy thereof forwarded by the Clerk of the Board to the official representative of each member agency.

22.4 Ordinances

- 22.4.1 Every ordinance shall be signed by the Chairperson of the Board and attested by the Clerk of the Board.
- 22.4.2 On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes.
- 22.4.3 Ordinances shall not be passed at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed at a special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Board members present, all ordinances shall be read in full either at the time of introduction or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.
- 22.4.4 Consistent with Section 120109 of the MTS Enabling Legislation, the Clerk of the Board shall cause a proposed ordinance or proposed amendment to an ordinance, and any ordinance adopted by the Board, to be published at least once, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction.
- 22.4.5 The publication of an ordinance, as required by subdivision 22.4.4, may be satisfied by either of the following actions:
- a. The Board may publish a summary of a proposed ordinance or proposed amendment to an ordinance. The summary shall be prepared by the Clerk of the Board and General Counsel. The summary shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the

Clerk of the Board at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, the Board shall publish a summary of the ordinance or amendment with the names of those Board members voting for and against the ordinance or amendment, and the Clerk of the Board shall post in the office of the clerk a certified copy of the full text of the adopted ordinance or amendment along with the names of those Board members voting for and against the ordinance or amendment.

- b. If the person designated by the Board determines that it is not feasible to prepare a fair and adequate summary of the proposed ordinance or amendment, and if the Board so orders, a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the Board's area of jurisdiction shall be published at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter of a page shall be published. The advertisement shall indicate the general nature of, and provide information regarding, the adopted ordinance or amendment, including information sufficient to enable the public to obtain copy of the complete text of the ordinance or amendment and the name of those Board members voting for and against the ordinance amendment.

22.4.6 Ordinances shall take effect thirty days after their final passage. An ordinance takes effect immediately, if it is an ordinance for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency and is passed by a four-fifths vote of the Board.

22.5 Public Comment

22.5.1 At a public hearing of the Board, persons wishing to provide comment and testimony shall be permitted to address the Board after submitting a written request to speak to the Clerk identifying the person and the subject agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.2 Persons wishing to comment on agenda items other than a public hearing must submit a written request to speak in advance to the Clerk identifying the person and the subject agenda item. Comments must be limited to issues relevant to the particular agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers

representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.3 Public comment on matters not on the agenda will be permitted on items of interest to the public that are within the subject matter jurisdiction of the Board. Persons wishing to comment must submit a written request in advance to the Clerk identifying the person and subject matter. The Chairperson may limit the time for each speaker. Ordinarily, each speaker will be allowed no more than three minutes.

22.6 Chairperson

Prior to the expiration of a Chairperson's term, the Executive Committee shall make a recommendation to the Board on whether to reelect the current Chairperson. In the event that the Board does not reelect a chairperson, or in the event of a vacancy in the position of Chairperson, the Executive Committee shall create an ad hoc nominating committee that shall, by whatever means it deems appropriate, recommend to the Board a candidate or candidates for the position of Chairperson. The Board shall then vote to elect a Chairperson in accordance with Section 22.1.2(e).

22.7 Election of Board Officers and Appointments to Committees

22.7.1 On or before the Board's first meeting in November, the Board shall appoint less than a quorum of members to an Ad Hoc Nominating Committee. The Ad Hoc Nominating Committee shall review the list of MTS committees and make recommendations to the Board with respect to the appointment of members of the Board or former Board members to serve on each MTS committee.

22.7.2 The Ad Hoc Nominating Committee shall also review the list of outside boards and/or committees and make recommendations to the Board with respect to the appointment of members of the Board to represent MTS on each outside board or committee.

22.7.3 The Ad Hoc Nominating Committee shall also make a recommendation to the Board with respect to the appointment of the Vice Chairperson and the Chair Pro Tem and any other board officers.

22.7.4 The Ad Hoc Nominating Committee shall forward its recommendations for appointments of officers and committee members on or before the first Board meeting in January.

22.7.5 At its first meeting in January, the Board shall elect a Vice Chairperson and a Chair Pro Tem from amongst its members. The Vice Chairperson shall preside in the absence of the Chairperson. In the event of the absence or inability to act by the Chairperson and Vice Chairperson, the Chair Pro Tem shall preside.

22.7.6 The Board shall then vote on the recommendations made by the Ad Hoc Nominating Committee with respect to all other committee appointments.

22.7.7 In the event that a Board member vacates his or her position on the Board, at the next meeting, the Chairperson shall take nominations from the floor to fill any opening in any Committee positions vacated by that Board member.

22.8 Executive Committee

22.8.1 The Executive Committee of the Board shall consist of the Chairperson, the Vice Chairperson (if he or she is not already a voting member), a member from the County of San Diego, a member from the City of San Diego, the Transportation Committee Representative (if he or she is not already a voting member), one member who represents the cities of Chula Vista, National City, Coronado, and Imperial Beach (the "South Bay Cities' representative"), and one member who represents the cities of Lemon Grove, La Mesa, El Cajon, Poway, and Santee (the "East County Cities' representative"). The South Bay Cities' representative and the East County Cities' representative shall serve as members of the Executive Committee for a term of two years each. The terms of these two members shall be staggered so as to avoid replacement of both members at the same time.

22.8.2 The East County and South Bay representatives shall serve in the following order:

East County: El Cajon, La Mesa, Lemon Grove, Santee, Poway—each serving a two-year term.

South Bay: Chula Vista, Coronado, Imperial Beach, National City—each serving a two-year term.

After each member has served as either the East County or South Bay representative, the rotation schedule shall repeat.

22.8.3 The alternates to the Executive Committee members shall be as follows:

22.8.3.1 The alternate for the County of San Diego shall be the alternate appointed by the County of San Diego to serve as the alternate for the Board.

2.8.3.2 The alternate for the City of San Diego shall be selected by the City of San Diego from amongst the three remaining City of San Diego Board members.

2.8.3.3 The alternates for the East County Cities' and the South Bay Cities' representatives shall be the representative from the city that is next in the rotation order set forth in section 22.8.2 above (for example, if the City of El Cajon is currently the primary Executive Committee member, then the City of La Mesa member shall be the alternate Executive Committee member). Alternates shall be appointed for a term of two years or such lesser term as necessary to coincide with the term of the member for whom the alternate is appointed.

22.8.4 The Vice Chairperson shall attend each Executive Committee meeting as a voting member. The Vice Chairperson shall serve as the alternate to the Chairperson in his or her absence and as a second alternate at large for any of the Executive Committee representatives and shall be a voting member when serving in this capacity.

22.8.5 At its first meeting in January, the Board shall vote on the Ad Hoc Nominating Committee's recommendation for the representative and alternate to the San Diego Association of Governments (SANDAG) Transportation Committee to serve for a term of one year. In the event that the Board votes to appoint a member of the Board who does not serve on the Executive Committee, then the appointed SANDAG Transportation Committee representative, or the alternate in his or her absence, shall attend the Executive Committee meetings as a voting member.

22.8.6 The primary purpose of the Executive Committee shall be to review and recommend consent items for the agenda of the next MTS Board of Directors meeting; add or delete items as appropriate; and provide input and direction on emerging policies, plans, and issues, in advance, for Board consideration. The Executive Committee shall have the authority to create ad hoc subcommittees for purposes of carrying out its duties and responsibilities.

22.8.7 Three members shall constitute a quorum of the Executive Committee, and a majority vote of the members present shall be required to approve any item. In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.

22.8.8 The Executive Committee shall adopt operating procedures as are necessary for the conduct of its business.

22.9 Audit Oversight Committee

22.9.1 The Audit Oversight Committee shall be comprised of the same members that make up the Executive Committee and such other

individuals as the Board may appoint at the first MTS Board meeting each calendar year. The Board may also appoint individuals who are not members of the Board to serve as non-voting advisory members to the Audit Oversight Committee

22.9.2 No additional compensation shall be paid to the members of the Audit Oversight Committee unless a meeting takes place on a day other than a regularly scheduled MTS Board meeting or MTS Executive Committee meeting. Compensation shall be paid to any additional voting members who are appointed to serve on the Audit Oversight Committee. No compensation shall be paid to any non-voting advisory member appointed by the MTS Board.

22.9.3 The primary duties and responsibilities of the Audit Oversight Committee shall be to ensure that management is maintaining a comprehensive framework of internal control, to ensure that management's financial reporting practices are assessed objectively, and to determine to its own satisfaction that the financial statements are properly audited and that any problems uncovered in the course of the audit are properly reported and resolved.

22.9.4 The Audit Oversight Committee shall:

- a. Review the scope of the annual financial statement audit and any other audits the committee feels are appropriate. The financial statement or CAFR audit should be conducted by an external, independent, public accounting firm experienced in municipal financial audits (external auditor).
- b. Review the purpose and scope of any nonaudit services to be performed by the external auditor.
- c. Oversee the procurement of the external auditor and any related advisory services with final approval by the Board.
- d. Oversee the preparation of annual financial statements, the annual financial reporting process, internal controls, and the external auditor using an appropriate degree of professional skepticism.
- e. Assess the performance of the external auditor.
- f. Provide a forum for internal auditor(s) to report findings during committee meetings. Internal auditor(s) are MTS employee(s) who report to management and primarily perform operational and compliance audits. In unusual circumstances involving significant fraud, waste, or abuse, the internal auditors must contact the Chairperson of the Audit Oversight Committee.

- g. Establish a procedure for receipt, retention, and treatment of complaints regarding accounting, internal controls, or auditing matters.

22.9.5

The Audit Oversight Committee shall perform the following tasks each year and, to the extent possible, adhere to this timetable:

- a. Prior to the fiscal year end, review the independent audit engagement letter.
- b. Prior to the fiscal year end establish a plan for review of the audits with external auditor.
- c. In October or November, review a draft of the Comprehensive Annual Financial Report
- d. Prior to the fiscal year end, review the management letter and management's response to the letter from the previous year.

22.9.6

At a minimum, and no later than the MTS Board meeting for the CAFR final adoption, the Audit Oversight Committee shall publically ask the following questions of MTS management and/or the external auditors:

- a. What is the name of the audit firm performing the audit, and how long has such firm been under contract to perform such audits?
- b. Was the audit performed in accordance with generally accepted auditing standards and generally accepted government auditing standards? If not, why?
- c. Has the external auditor prepared an unqualified opinion regarding the financial statements? If not, what type of opinion was issued and why?
- d. Did the external auditor issue a management letter?
- e. Did the external auditor find any nonmaterial weaknesses or reportable conditions?
- f. How did the external audit firm maintain its independence during the course of the audit?
- g. Describe, in general, the audit procedures performed.
- h. Were any new accounting principles adopted? If so, what was their effect?

- i. Does the external auditor recommend any changes in the accounting policies used or their application? Did management apply the best accounting principles or merely permitted ones?
- j. Describe any significant accounting adjustments affecting the financial statements (prior year as well as current year).
- k. Did the external auditor encounter any difficulties in dealing with management in performing the audit?
- l. Were there any disagreements with management regarding any accruals, estimates, reserves, or accounting principles?
- m. Did the external auditor have the full cooperation of MTS management and staff?
- n. Assess the quality of the accounting, internal controls, and the competency of staff.
- o. Were there any accounting issues on which the audit firm sought the advice of other audit firms or regulatory bodies?
- p. Are there new pronouncements and/or risks affecting future financial statements which the Audit Oversight Committee should be aware of?

22.9.8 A majority of the members of the Audit Oversight Committee shall constitute a quorum, and a majority vote of the members present shall be required to approve any item.

22.9.9 The Audit Oversight Committee shall adopt operating procedures as are necessary for the conduct of its business.

22.10 Board Member Standards of Conduct

22.10.1 The purpose of this policy is to emphasize that each Board member occupies a position of public trust that demands the highest moral and ethical standard of conduct.

22.10.2 This policy shall be supplemental and in addition to the Conflict of Interest Code of the Board and any applicable laws or regulations (including, but not limited to, the Brown Act, Government Code section 1090 and the Political Reform Act) and is not intended to supersede any provisions thereof.

22.10.3 Board members shall not engage in any business or transaction or have a financial or other personal interest, actual, potential, or

apparent, which is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of such duties. Such business, transaction, or interest shall constitute a conflict of interest.

22.10.4

No Board member shall engage in any enterprise or activity that shall result in any of the following:

- a. Using the prestige or influence of the Board office for private gain or advantage of the member or another person.
- b. Using time, facilities, equipment, or supplies of the Board for the private gain or advantage of the member or another person.
- c. Using official information not available to the general public for private gain or advantage of the member or another person.
- d. Receiving or accepting money or other consideration from anyone other than the Board for the performance of acts done in the regular course of duty.
- e. Receiving or accepting, directly or indirectly, any gift or favor from any one doing business with the Board under circumstances from which it could reasonably be inferred that such was intended to influence such person in such person's duties or as a reward for official action.
- f. Soliciting any gift or favor in such person's official capacity, either directly or indirectly, when such solicitation might reasonably be inferred as to have a potential effect on such person's duties or decision, or when the individual's position as a Board member would in any way influence the decision of the person being solicited.
- g. Engaging in or accepting private employment or rendering services for private interest, direct or indirect, which may conflict with such person's responsibility or duty, or which, because of that person's position, may influence a decision to the benefit of the organization in which such person has an interest.

22.10.5

If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item, and the Board will make a decision regarding this agenda item during an open session meeting, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. If the Board member has a conflict, he

or she may observe, but not participate, in the decision-making process.

- 22.10.6 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item to be discussed during a closed session meeting, the Board member shall be disqualified and not present during such discussion so as not to make, participate in making, or in any way attempt to use his or her official position to influence the discussion or decision. In such case, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. In accordance with the Brown Act, the Board member would be entitled to any information that is publicly reported. The Board member would not, however, be privy to any confidential or privileged information or communications pertaining to the closed session agenda item.
- 22.10.7 No Board member shall disclose to any person, other than members of the Board and other Board staff designated to handle such confidential matters, the content or substance of any information presented or discussed during a closed session meeting unless the Board authorizes such disclosure by the affirmative vote by a majority of the Board.
- 22.10.8 No Board member may disclose confidential or privileged information or communications to any person other than a Board member, General Counsel to the Board, or other Board staff designated to handle such matters, unless disclosure is mandated by law or the Board authorizes such disclosure by the affirmative vote of a majority of the Board.
- 22.10.9 A Board member shall not be privy to confidential or privileged information or communications concerning threatened, anticipated, or actual litigation affecting the Board where the Board member has an actual, potential, or apparent conflict of interest. In the case of uncertainty as to whether a conflict of interest exists, the Board's General Counsel shall issue a binding determination.
- 22.10.10 No Board member shall represent a position on an issue to be the Board's unless the Board has formally adopted such position at a public meeting.
- 22.10.11 Any violation of this policy shall constitute official misconduct if determined by an affirmative vote of the majority of the Board in an open and public meeting. The Board may elect to censure the Board member and the violation may be subject to criminal and/or civil penalties as provided for by applicable law.

Original Policy approved on 4/5/84.
Policy revised on 1/12/84.

Policy revised on 7/11/85.
Policy revised on 1/8/87.
Policy revised on 1/11/90.
Policy revised on 8/23/90.
Policy revised on 1/10/91.
Policy revised on 3/24/94.
Policy revised on 1/14/99.
Policy revised on 6/14/01.
Policy revised on 1/10/02.
Policy revised on 1/24/02.
Policy revised on 5/8/03.
Policy revised 2/26/04.
Policy revised 1/12/06.
Policy revised 3/9/06.
Policy revised 3/23/06.
Policy revised 6/14/07.
Policy revised 7/19/07.
Policy revised 2/21/08.
Policy revised 12/11/08.
Policy revised 2/12/15.
Policy revised 11/10/16.
Policy revised 11/9/2017, changes effective 1/1/2018.
Policy revised 6/13/2019.



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

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

APPLICATION XTENDER (AX) AND KOFAX SOFTWARE MAINTENANCE &
PROFESSIONAL SERVICE SUPPORT – PURCHASE ORDER

RECOMMENDATION:

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

- 1) Ratify previous Purchase Order (PO) 4500023458 award of \$94,928.89 with Wave TSG, LLC, a Small Business (SB), previously issued under Chief Executive Officer (CEO) authority; and
- 2) Authorize the CEO to execute an amendment to the PO with Wave TSG, LLC, a SB, to increase capacity by \$15,180.00 for a revised total PO value of \$110,108.89 for three (3) years.

Budget Impact

The total budget for PO 4500023458 shall not exceed \$110,108.89 through December 31, 2021. The PO will be funded by the HR Department Operations Budget 711010-571140.

DISCUSSION:

ApplicationXtender (aka AppXtender, AX) is a software application for document management that is used by MTS's H.R. and Payroll departments. It enables hardcopy documents to be scanned, email and attachments to be captured and for these to be stored in a database. This enables them to be quickly searched, retrieved and allows us to assign retention schedules to them.

Kofax Capture is a software application which supports document scanning. It identifies data items that can be used to organize and search the scanned documents. It extracts and passes these data items to AppXtender which uses them to organize and index the



scanned documents for searching.

In February 2019, MTS requested pricing for Software Maintenance and Professional Service Support for Application Xtender and Kofax Software through December 31, 2021.

Two (2) bids were received as follows:

1. Wave TSG, LLC (SB)
2. Open Text

Based on the lowest responsive and responsible bid, Wave TSG, LLC was awarded the PO for the services in the amount of \$94,928.89.

Recently, MTS HR department has upgraded its Human Resources (HR) Information System (HRIS) to the new Automatic Data Processing (ADP) Vantage platform. The procurement of ADP Vantage included licensing to its Document Management System (DMS), ADP Document Cloud.

MTS HR staff would like to export the personnel files from AX to ADP's Document Cloud, in an effort to consolidate all personnel-related data into one system. Exporting the files from AX will require the assistance of MTS's current maintenance and support vendor, Wave TSG, LLC.

Wave TSG, LLC shall export content from two AX applications to PDF format, as required by ADP. The two applications are:

- EMPLOYEE – HR
- MEDICAL_LEAVE_WORK_COMP

This requirement will need an additional ninety-two (92) hours of professional services from Wave TSG to export content from two HR AX applications. The number of hours is consistent with the level of effort anticipated by MTS staff and the rates were deemed fair and reasonable during the initial solicitation award process.

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

- 1) Ratify previous Purchase Order (PO) 4500023458 award of \$94,928.89 with Wave TSG, LLC, previously issued under Chief Executive Officer (CEO) authority; and
- 2) Authorize the CEO to execute an amendment to the PO with Wave TSG, LLC to increase capacity by \$15,180.00 for a revised total PO value of \$110,108.89 for three (3) years.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com



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

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

FARE MEDIA RETAIL NETWORK – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment 1 to MTS Doc No. G2287.0-19 (in substantially the same format as Attachment A), with Ready Credit Corporation (RCC), for the provision of retail-packaged fare media, not to exceed amount of \$537,476.25.

Budget Impact

The total budget for this project shall not exceed \$12,287,756.25 and the total Amendment should not exceed \$537,476.25. This project is funded by the Fare System Administration Budget 530010-575160. The contract pricing is based on usage volumes, but has been estimated as follows:

Board Date		Base Term	Option 1(5 years)	Option 2 (5 years)
1/16/2020	Commissions	\$5,388,000.00		
1/16/2020	Min Annual Cost		\$994,500.00	\$1,209,780.00
3/19/2020	Design	\$196,000.00		
3/19/2020	Card Sales Fee	\$1,890,000.00	\$1,015,000.00	\$1,057,00.00
	Total	\$7,474,000.00	\$2,009,500.00	\$2,266,780.00
			\$11,750,280.0	
1/21/2021	Card Packaging	\$537,476.25		
	New Contract Total	\$12,287,756.25		

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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.

DISCUSSION:

MTS and North County Transit District (NCTD) are in the process of implementing a new account-based, open architecture electronic fare payment system, Pronto. The new fare collection system is being designed to support both agencies and any regional partners that may choose to utilize the system in the future.

As part of this fare collection system, on January 16, 2020 (AI 17) March 19, 2020 (AI 10), MTS approved a contract with RCC to develop and manage a retail network for the distribution and reloading of smartcard fare media, enabling customers to easily and securely add value or products to their transit accounts via their smartcard. RCC is responsible for recruiting and managing a network of hundreds of retail merchants who will sell fare media, stored value and products. RCC will coordinate the provision of the retail network in conjunction with implementation of the fare collection system, such that the retail network will be fully operational soon after launch of the new system.

The retail network will provide customers with a simple and convenient experience for the purchase of fare media and reloading of existing transit accounts. The retail model utilized will be very similar to the one employed in gift card sales, as this approach will be familiar to customers and retail merchants, limiting the need for extensive training and outreach.

Production and packaging of the fare media products that will be distributed at the retail locations was not part of the original RCC contract. Originally, the Pronto vendor, Innovations in Transportation (INIT), was going to provide the fare media cards with packaging to be the subject of a future contract or amendment. The proposed amendment would add this task to the RCC contract. This will give RCC greater control over the retail media supply element, allowing them to better execute their responsibilities (including managing the supply and distribution of retail packaged fare media to merchants as well as managing fare media inventory) and mitigating the risk to the Pronto system launch timeline by allowing RCC to work directly with the fare media supplier on behalf of MTS. This amendment covers the initial roll-out period for the new fare system and the new retail network. Once Pronto has successfully launched, MTS will proceed with a new procurement for Pronto fare media, including retail-packaged media.

RCC's proposed cost for the retail-packaged fare media has been determined to be fair and reasonable. As shown below, the cost per retail-packaged card for this amendment is lower than that available through INIT, due primarily to the cost of media storage. The additional costs for shipments to the retail network's storage location are to be billed at actual shipping rates, with the \$500 per order an estimate for bulk shipment. The Pick and Pack Fee per retail order for retailers outside the main retail network, at \$3.00 per order, equates to a \$30 per hour labor cost (at ten orders per hour) and is deemed reasonable.

Cost	Quantity	Init	RCC
Base Card Price	300,000 Cards	\$288,000	\$295,500
Registration Sticker, Scratch Off PIN and Packaging	300,000 Cards	\$180,000	\$180,000
Tax on Media	Lump Sum	\$36,270	\$36,851.25
Storage & Set-Up	Lump Sum	\$32,400	\$13,500
Blackhawk Shipping	9 Shipments	\$4,500	
Pick and Pack Fee	2,100 Order	\$6,300	
Card Design Changes	3 Changes (if needed)	\$975	\$825
Total Costs		\$548,445	\$537,476.25
Cost Per Card		\$1.83	\$1.79

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 1 to MTS Doc No. G2287.0-19 (in substantially the same format as Attachment A), with RCC, for the provision of retail-packaged fare media at a not to exceed amount of \$537,476.25.

/s/ Sharon Cooney _____
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Amendment MTS Doc. No. G2287.1-19

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

Amendment 1

December 22, 2020

MTS Doc. G2287.1-19

Ready Credit Corporation
Brian Hedberg, President & CEO
10340 Viking Drive, Suite 125
Eden Prairie, MN 55344

This shall serve as Amendment No.1 to the original agreement G2287.0-19 as further described below.

SCOPE

Refer to details in Exhibit A for modifications to the scope of work.

SCHEDULE

There shall be no changes to the schedule.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$537,476.25 as detailed in Exhibit B. The total value of this contract including this amendment shall be in the amount of \$12,287,756.25. 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

Brian Hedberg
President & CEO

Date: _____



Exhibit A

Contractor shall procure, package, inventory and distribute all contactless smart cards for sale in the retail network. Under the current scope of work, the Contractor is expecting retail ready cards to be provided by MTS. Contractor's role is currently limited to assistance with media design (complete), integration with the card supplier to support processing of Contractor orders on behalf of their retailers, and providing a card ordering portal to their retailers. Under this revised scope, Contractor will be responsible for the following additional items:

- Procuring Pronto extended use (EU) smart card media from ABCorp (Card Supplier).
- Integrating with the Card Supplier with respect to the order placement process and receipt and processing of response files associated with the original procurement/manufacture of media.
- Packaging of Pronto EU fare media for sale in the retail network. This is expected to be through another vendor, MT&L (Card Packager).
- Arranging for storage of Contractor-procured and packaged retail media for warehousing prior to fulfillment of orders placed by Contractor's retail partners.
- Testing of all media procured through this agreement to prevent distribution of defective media.
- Arranging for shipment of retail card orders to designated retail locations (e.g, direct to stores, designated warehouse/storage locations).

Contractor shall provide a CDRL addressing the following requirements specific to this scope of work:

- The Contractor will procure and supply the fare media to be sold at Contractor's retail and non-retail locations as shown in Figure 1, consistent with the following:
 - The fare media will be an ISO 14443 compliant contactless smart card with DESFire EV1 IC (256 byte) that also contains a magstripe, barcode, and eye-readable account number, as required by the Contractor to support media loading of account value in the retail environment. Change to the media format, such as from EV1 to EV3, shall not necessitate a change to costs, including any one-time fees, except as it relates to the change in cost of the chip itself.
 - Media will support printed serialization of media as required by the Agency for inventory purposes, and printed fare media information as required by the System Integrator.
 - Media will utilize artwork and graphics provided by the Agency.
- The Contractor will be responsible for ensuring that media is ordered and delivered in a timely manner such that sufficient inventory is available at each retailer and other non-retail locations under the purview of the Contractor as applicable without lapses in availability.
- The Contractor will provide the appropriate forecasting, monitoring, and reporting to ensure that no inventory shortages occur. The Agency will have access to these tools to allow the ability to track the general movement and availability from production through storage and delivery to retailer and customer.
- Should there be lapses in availability, the Contractor shall be responsible for and pay any fees associated with expedited manufacturing and/or shipping of fare media required to recover from Contractor-caused inventory levels that are insufficient to meet retailer demand.
- Contractor shall provide a delivery schedule (i.e., total maximum elapsed time between order and delivery).
- All shipments delivered shall include packing and inventory paperwork indicating media type and graphics (if applicable), the number of boxes, and number of cards per shipment. The

electronic inventory inclusive of media type, serialization, and printed fare media number shall be delivered to the Agency at the time of shipment using the Agency-provided media return file.

- Prior to commencing full production of the card and packaging shown in Figure 1 or for any new fare media (i.e., by ship type or change to artwork of the media and/or packaging), and within 30 calendar days of approved graphic designs, the Vendor shall supply at least 20 proof samples of the retail for review and approval by the Agency.
- Any special adjustments to fare media ordering for special events, should they occur, will be coordinated with the Agencies.
- Contractor may be required to sign a Non-Disclosure Agreement (NDA) to receive the fare media specifications provided by the SI.
- The Contractor shall develop a plan to implement and maintain a fare media and packaging quality assurance / quality control program, reviewed and approved by the Agency, to ensure all fare media inventory and fare media data are error free prior to distribution to retail merchants and the Agency.
- The Contractor shall be responsible for resolving any incidents associated with manufacturing, shipment and/or sale of EU and EU retail packaging that does not comply with the approved design as determined during design review. RCC responsibility includes the cost of materials and labor associated with the expedited replacement of defective EU and packaging. The Contractor shall obtain Agency approval prior to sourcing fare media from a manufacturer other than ABCorp.
- The Contractor shall ensure that fare media, both packaged and non-packaged (if requested), is produced and distributed to all designated shipping locations at least 4 weeks prior to public launch of the program unless otherwise approved by MTS.
- As part of the regular operational meetings between Contractor and the Agency following launch, card manufacturing, storage, shipment and any quality affecting issues will be discussed. The Contractor shall submit monthly written reports with such information.

Figure 1: Pronto EU Card and Packaging Design (*note: Not to Scale*)

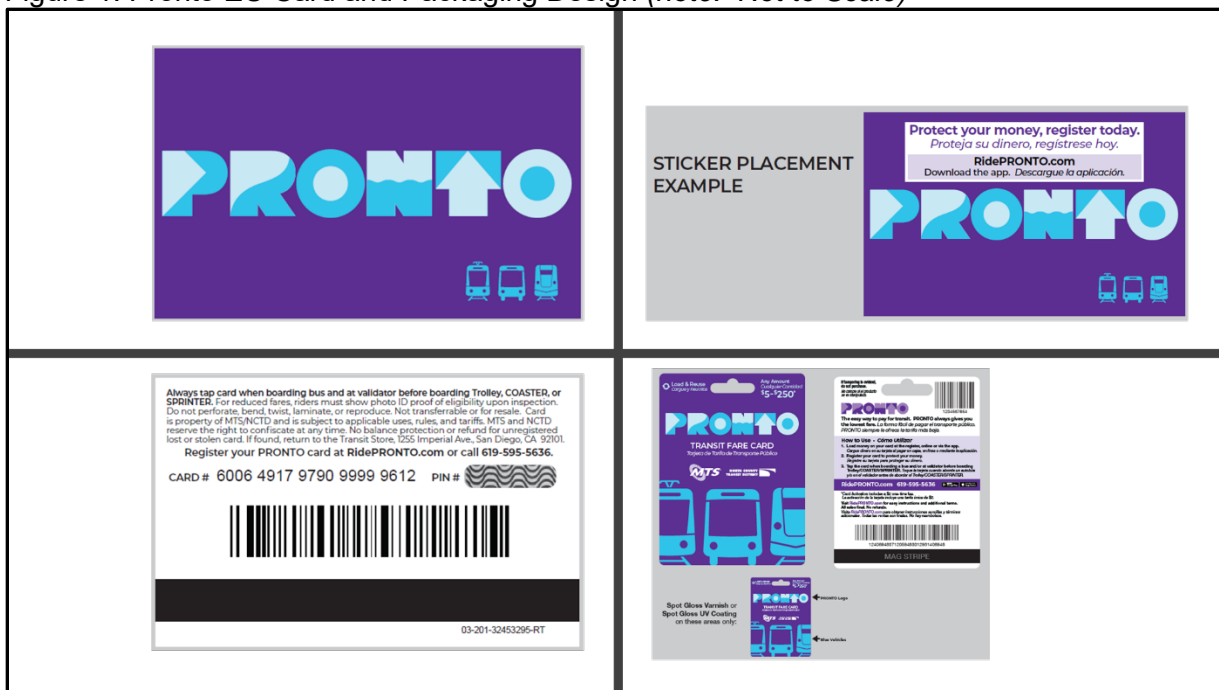


Exhibit B

Retail EU Media	Unit Price	Quantity	Total
Pronto EU Card	\$0.985	300,000	\$295,500
Add Registration Sticker + Scratch off PIN	\$0.060	300,000	\$18,000
Enhanced Retail Packaging (Embossing)	\$0.540	300,000	\$162,000
Media Subtotal (taxable)	\$1.585		\$475,500
Estimated Tax			\$36,851.25
Storage & Setup			
Monthly Storage Fee	\$200	36	\$7,200
One-Time Setup/Development Cost	\$6,300	1	\$6,300
Card Set-up Fee	\$275	3	\$825
Storage & Setup Subtotal			\$14,325
Packaging & Shipping			
Pick & Pack Fee (per retail order)	\$3.00	2,100	\$6,300
Shipping Fee (Blackhawk orders only)	\$500.00	9	\$4,500
Packaging & Shipping Subtotal			\$10,800
TOTAL			\$537,476.25



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2020

SUBJECT:

ON-CALL HOMELESS ENCAMPMENT CLEANUP 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. PWG327.0-21 (in substantially the same format as Attachment A), with Urban Corps of San Diego County (Urban Corps), for on-call homeless encampment cleanup services for a five-year period in the amount of \$337,906.80.

Budget Impact

The total budget for this agreement shall not exceed \$337,906.80. The project will be funded through the respective Operating Budget accounts as follows:

Program	Budget Account	Amount
Land Management (LM)	791010-571140	\$ 129,772.80
San Diego Trolley (SDTI) Facilities Department	380016-571140	\$ 208,134.00
Total Amount		\$ 337,906.80

DISCUSSION:

As part of its normal operations, MTS requires a contractor to provide on-call homeless encampment clean-up services at MTS stations and along the MTS right-of-way. On occasions, some MTS properties have become places for homeless to establish camps. It is difficult to predict how many camps will be cleaned or the size and scope of each camp. In some instances, the camp size is much larger than first anticipated, and in other instances, the camp sites are vacated and become simple jobs.



The existing contract for these services is due to expire on February 15, 2021.

On November 17, 2020, MTS issued an Invitation for Bids (IFB) for Homeless Encampment Cleanup Services.

Five bids were submitted on December 18, 2020 from the following firms:

Company	Bid Amount
Urban Corps of San Diego County	\$337,906.80
Aztec Landscaping, Inc.	\$351,070.80
Starblast Corporation - Small Business (SB)	\$628,000.00
Patriot Environmental Services, Inc.	\$834,108.00
Harmony Environmental Services	\$1,266,738.00

By a comparison to MTS's Independent Cost Estimate (ICE) at \$365,539.88, MTS staff determined Urban Corp's bid to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO execute MTS Doc. No. PWG327.0-21, with Urban Corps, for on-call homeless encampment cleanup services for a five-year period in the amount of \$337,906.80.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Agreement MTS Doc. No. PWG327.0-21

**STANDARD AGREEMENT
FOR****MTS DOC. NO. PWG327.0-21****HOMELESS ENCAMPMENT CLEANUP SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Urban Corps of San Diego County Address: 3127 Jefferson Street
San Diego, CA 92110

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email: kkennedy@urbancorps.org

Telephone: 619.235.6884

Authorized person to sign contracts Kyle Kennedy CEO
Name Title

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

The contract term is for up to (5) years effective February 16, 2021 through February 15, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$337,906.80 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	URBAN CORPS OF SAN DIEGO COUNTY
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2020

SUBJECT:

SYSTEMS, APPLICATIONS, AND PRODUCTS (SAP) QUALTRICS SURVEY & DATA
COLLECTION SOFTWARE AND CLOUD 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. G2445.0-21 (in substantially the same format as Attachment A), with Carahsoft Technology Corp., for the procurement of SAP Qualtrics Cloud Services for three (3) years in the amount of \$174,989.47.

Budget Impact

The total budget for this project shall not exceed \$174,989.47. This project will be funded by the Information Technology (IT) Operating Budget 661010-571250.

DESCRIPTION	AMOUNT
Professional Services Implementation	\$6,578.95
SAP Qualtrics Licensing, Maintenance and Support – Year 1	\$56,136.84
SAP Qualtrics Licensing, Maintenance and Support – Year 2	\$56,136.84
SAP Qualtrics Licensing, Maintenance and Support – Year 3	\$56,136.84
GRAND TOTAL:	\$174,989.47

DISCUSSION:

Efficient operation of MTS transit services is dependent upon knowing when and where our passengers are taking trips, including better understanding the needs of our frequent and infrequent riders. This information helps MTS plan new routes, adjust existing routes and schedules, evaluate MTS customer service and security performance, and



identify areas for future marketing or public information campaigns. The various software systems currently in place to operate MTS's system include additional data that MTS is not yet able to fully harness and use in these efforts. Today's proposed action would purchase the SAP Qualtrics software, which will allow MTS to more effectively study and use this data.

The Qualtrics platform is an SAP product that provides versatile capture and sophisticated analysis tools for both statistical and natural language data (including tone, automated phraseology tagging and frequency tallying). It can harvest data across multiple social media and communication streams and facilitates accurate determination of the importance of specific issues to customers. It also provides a rich suite of data presentation tools to enable these analyses to be clearly presented via graphics and text.

Procurement of this tool will give staff visibility into (for example) the frequency of use of stops and stations, trend analysis of peak fare purchase times, the volume of riders who attain the "best fare" monthly pass and many other passenger data analysis options to improve services and realize efficiencies. Staff also intends to use Qualtrics to survey customers directly and use this feedback to develop ridership campaigns and other initiatives, which will be a particular focus as MTS and the region recover from the COVID-19 pandemic.

MTS intends to utilize the California Multiple Award Schedule (CMAS), which is based on the General Services Administration (GSA) IT Schedule 70 ref: GS-35F0119Y with the contractor, Carahsoft Technology Corp. The quote for stated pricing used is from CMAS reference number 3-12-70-2247E. The GSA and CMAS awards contracts for multiple services at a significantly lower rate than the national average, and the SAP Qualtrics Software and Services is one of such items available on the schedule.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2445.0-21, with Carahsoft Technology Corp., for the procurement of SAP Qualtrics Cloud Services for three (3) years in the amount of \$174,989,47.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Agreement MTS Doc. No. G2445.0-21

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

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2445.0-21
SAP QUALTRICS CLOUD SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2020 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>63TCarahsoft Technology Corp.</u>	Address: <u>11493 Sunset Hills Road, Suite 100</u> <u>Reston, Virginia 20190</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>Jonathan.Bordatto@Carahsoft.com</u>
Telephone: <u>(703) 673-3655</u>	

Authorized person to sign contracts	<u>Jonathan Bordatto</u>	<u>Sales Director</u>
	Name	Title

The Contractor agrees to provide SAP Qualtrics Cloud Implementation and services as specified in the conformed Scope of Work (Exhibit A), Contractor's Bid/Pricing Form piggybacked through California Multiple Award Schedule (CMAS) number 3-12-70-2247E (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit E).

The contract term is for three (3) years beginning February 1, 2021 through January 31, 2024

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$174,989.47 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	64T63TCARAHSOFT TECHNOLOGY CORP.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	





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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

SUPPLY OF OILS AND LUBRICANTS – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute the following contracts, effective February 1, 2021 for five (5) years, totaling \$1,075,661.88:

- 1) MTS Doc. No. B0724.0-21 (in substantially the same format as Attachment A - 1), with AAA Oil, Inc., dba California Fuels and Lubricants, a Minority Owned Business Enterprise (MBE), for a total of \$512,909.78;
- 2) MTS Doc. No. B0725.0-21 (in substantially the same format as Attachment A - 2), with SC Commercial, LLC, dba SC Fuels, for a total of \$252,398.16; and
- 3) MTS Doc. No. G2449.0-21 (in substantially the same format as Attachment A - 3), with Jamison Professional Services dba Jamison Transportation Products, a Disadvantaged Business Enterprise (DBE), for a total of \$310,353.94.

Budget Impact

The total budget for this project shall not exceed \$1,075,661.88. This project is funded by the San Diego Transit Corporation (SDTC) Operations Budget 311014-543100 and San Diego Trolley, Inc. (SDTI) Operations Budget 350016-543100.

DISCUSSION:

MTS requires oils and lubricants for use across facilities, platforms, buses and Light Rail Vehicles (LRVs). The various types of oils and lubricants are necessary to allow smooth operation and maintenance of MTS equipment and to keep the system in a state of good repair.



On August 25, 2020, MTS issued an Invitation for Bids (IFB) looking for qualified bidders to supply oils and lubricants for a period of five (5) years. MTS provided the list of approximately 60 different oils and lubricants it was looking for, shown in Attachment B. Bidders had the option of bidding on one, some or all of the items on the list provided, and selection would be based on the lowest bidder per item.

On October 2, 2020, four (4) bids had been received from the following firms:

- 1) AAA Oil, Inc., dba California Fuels and Lubricants ("California Fuels") - MBE
- 2) SC Commercial, LLC, dba SC Fuels ("SC Fuels")
- 3) Jamison Professional Services dba Jamison Transportation Products ("Jamison") - DBE
- 4) Winzer

Two (2) bids, California Fuels and SC Fuels were reviewed and both were deemed responsive. Both firms bid on several items on the list, and were evaluated on those items only for fair and reasonableness by comparison with MTS current costs and each other's costs. Their respective awarded items are shown in Attachment C with award made to the lowest bidder for each item.

Two (2) bids, Jamison and Winzer, were initially non-responsive for only submitting bid costs, and not submitting completed solicitation forms. Both firms were offered the opportunity to cure their bids and submit the missing forms. Winzer was disqualified for no-response to the requested forms. Upon submission of its missing forms, Jamison was evaluated for fair and reasonableness by comparison to MTS current costs and awarded the remaining line items that were not bid on by California Fuels or SC Fuels. Its respective awarded items are shown in Attachment C.

The cost summaries are as follows, and are detailed in Attachment C:

Contract #	Contractor Name	Not-To-Exceed Amount
B0724.0-21	California Fuels	\$512,909.78
B0725.0-21	SC Fuels	\$252,398.16
G2449.0-21	Jamison (DBE)	\$310,353.94
Overall Project Total		\$1,075,661.88

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute the contracts MTS Doc. Nos. B0724.0-21, B0725.0-21 and G2449.0-21, totaling \$1,075,661.88, effective February 1, 2021 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 MTS Doc. Nos. B0724.0-21 (A - 1); B0725.0-21 (A - 2); G2449.0-21 (A - 3)
B. List of Solicited Items
C. Costs



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

ATTACHMENT A.1 (B0724.0-21)**STANDARD AGREEMENT
FOR
MTS Doc No: B0724.0-21****SUPPLY OF OILS AND LUBRICANTS**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: AAA Oil, Inc., dba California Fuels and Lubricants Address: 11621 Westminster Avenue

Garden Grove, CA 92843

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

Email: jcrowley@cafueling.com

Telephone: (714) 530-4795

Authorized person to sign contracts Jennifer Wayne Marketing Manager - Contracts
Name Title

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

The contract term is from February 1, 2021 to January 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract is \$512,909.78. This amount shall not be exceeded without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	AAA OIL, INC., DBA CALIFORNIA FUELS AND LUBRICANTS
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, Office of General Counsel</u>	





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ATTACHMENT A.2 (B0725.0-21)**STANDARD AGREEMENT
FOR
MTS Doc No: B0725.0-21****SUPPLY OF OILS AND LUBRICANTS**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: SC Commercial, LLC, dba SC Fuels Address: 1800 West Katella Ave, Suite 400

P.O. Box 4159, Orange, CA
92863-4159

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

Email: fuelbids@scfuels.com

Telephone: (805)389-3550

Authorized person to sign contracts	<u>Robert W. Bollar</u>	<u>Corporate Secretary</u>
	Name	Title

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

The contract term is from February 1, 2021 to January 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract is \$252,398.16. This amount shall not be exceeded without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SC COMMERCIAL, LLC, DBA SC FUELS
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, Office of General Counsel	Title: _____





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San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

ATTACHMENT A.3 (G2449.0-21)**STANDARD AGREEMENT
FOR
MTS Doc No: G2449.0-21****SUPPLY OF OILS AND LUBRICANTS**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Jamison Professional Services dba
Jamison Transportation Products

Address: 2821 S Parker Rd, #505

Aurora, CO 80014

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

Email: tony@jamisontransportationproducts.com

Telephone: (720) 429-0738

Authorized person to sign contracts

Toni Jamison

Owner

Name

Title

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

The contract term is from February 1, 2021 to January 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract is \$310,353.94. This amount shall not be exceeded without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	JAMISON PROFESSIONAL SERVICES DBA JAMISON TRANSPORTATION PRODUCTS
By: Sharon Cooney, Chief Executive Officer	By
Approved as to form:	
By: Karen Landers, Office of General Counsel	Title:



	Description	
Material Grp	Material	Material Description
G140	70009910	LUBRICANT CHAIN -RESTRICTED TO WC LIFTS
G140	70038364	SLIPIT #495
G140	70062026	DIELECTRIC GREASE
G140	70064535	LEAD PLATE
G140	70080226	LUBE DRY GRAPHITE FILM,W/C LIFTS
G140	70092965	GREASE ALL PURPOSE,3310
G140	70092973	GREASE MOLY-GRAPH,3330 14OZ
G140	70094730	GRAPHITE UP-SIDE DOWN,AEROSAL
G140	70161901	SLIDING PASTE CHSTR 787 500 GM,BRUSH TOP
G140	70188912	PASTE-T OPTIMAL,ANTI SIEZE,WHITE,2.2#
G140	70092957	GREASE GUN
G160	70092833	ANTI-FREEZE ORANGE,GMC,GALLON
G160	70094789	ANTI-FREEZE GREEN,GALLON
G160	70153718	ANTI-SEIZE LOCTITE NICKLE COMPOUND
G170	70032847	HYD RAM OIL, SHELL TELLUS T15, RAPIDS
G170	70040071	GREASE MULTI-PURPOSE,EP-2
G170	70060053	AC COMP OIL, R134A, GILLIG ONLY
G170	70064634	RUST PREVENTATIVE WD40,16-OZ
G170	70068411	GREASE BEARING,HIGH TEMP.
G170	70069922	AC VACUUM PUMP OIL, BLACK GOLD, QUART
G170	70070003	TRANS FLUID GM,DEXRON SUPER ATF III
G170	70082875	GREASE MOTOR ASSEMBLY(LUBRIPLATE)
G170	70092783	OIL LPS 1
G170	70092791	OIL LPS 2
G170	70092809	OIL LPS 3
G170	70092908	OIL TWO-CYCLE,2.6OZ
G170	70092924	OIL HYDRAULIC JACK,QT
G170	70093005	OIL MOTOR,10W30 SYNTHETIC,QT
G170	70093013	FLUID AUTOMATIC TRANSMISSION
G170	70094722	FLUID BRAKE
G170	70094995	LUBRICANT SWITCH PLATE,5 GAL
G170	70107532	OIL 75W-90 GEARBOX 55G LRV MOBIL
G170	70114355	GREASE TOP 2000,TUBE,PANTO/COUPLER
G170	70114371	GREASE TOP 2000,PANTO/COUPLER,5 GAL
G170	70143982	GEAR OIL 80W90,QT
G170	70147280	OIL PENETRATING,723
G170	70152769	ANTI-SEIZE PERMATEX,COPPER LUBRICANT
G170	70153973	KOOLMIST 77,BANDSAW
G170	70156026	ECOFUID A PLUS SYNTHTC OIL,SHELL SPIRAX
G170	70158899	TIRE MOUNTING SOAP, BONALIN GOLD NEUTRAL
G170	70159210	OIL MOTOR,30W,NON-DETERGENT,QT
G170	70162008	GEAR OIL,SAE85W-140,WHEEL TRU 5GAL
G170	70162511	OIL DELVAC SYNTHETIC OIL-75W 90 MOBIL
G170	70163899	OIL WHEELCHAIR RAMP
G170	70163956	FLUID TRANSMISSION,ALLISON TRANSYND
G170	70164863	GREASE MULTI-PURPOSE-EP2(KEG)
G170	70166009	OIL HYDRAULIC MOBIL DTE 10 EXCEL 32
G170	70168013	OIL MOTOR,5W20,QT
G170	70168989	OIL TELLUS 46,WHEEL TRUE MACH,55G SHELL
G170	70188904	GREASE MOLYKOTE P40,CARBDY
G170	70188946	GREASE KLUBER BARRIERTA,1KG,DOOR 2.2 LBS
G170	70188953	GREASE KLUBER ISOFLEX LDS18,SD8
G170	70196964	LUBRICANT LPS 1,NONGREASE,11OZ
G170	70199241	AC COMP OIL, R407C, NABI, RAPID ONLY
G170	70101725	SUPER LUBE COUPLER SPRAY,11OZ
G170	70143875	ABSORBENT OIL,50 LBS,COARSE
G170	70187518	GREASE DI-ELECTRIC,6OZ.
R120	70198497	TRU-FLATE LUBRICANT AND PRESERVATIVE
B120	70201403	PREM BLUE 1 SOLUTION 9200AE15-40 ENG OIL
F180	70195347	OIL SULLAIR AIR COMP
G140	70201708	LOCTITE 572 LOW STRENGTH THREAD SEALANT

COST SUMMARY 12/1/20
OILS AND LUBRICANTS
G2405.0-20

Contractor Name	Bid Amount	Contingency %	Contingency Amount	Total	Tax %	Tax Amount	Overall Amount
SC Fuels	\$195,203.53	20%	\$39,040.71	\$234,244.23	7.75%	\$18,153.93	\$252,398.16
California Fuels	\$396,681.97	20%	\$79,336.39	\$476,018.36	7.75%	\$36,891.42	\$512,909.78
Jamison (DBE)	\$240,026.25	20%	\$48,005.25	\$288,031.50	7.75%	\$22,322.44	\$310,353.94

TOTAL **\$1,075,661.88**

CALIFORNIA FUELS

Material Grp	Material	Material Description	Den om.	Order Price Unit	Eq. To	Base Unit of Measure	Bldg B	IAD	KM D	Est Annual Usage	*Unit Cost	*Extended Cost	Lead Time in Days
G170	70156026	ECOFLUID A PLUS SYNTHTC OIL,SHELL SPIRAX	1	GAL	1	GAL		Yes	Yes	1,906	\$34.68	\$66,110.48	2
G170	70156026	ECOFLUID A PLUS SYNTHTC OIL,SHELL SPIRAX	1	GAL	1	GAL		Yes	Yes	1,906	\$37.82	\$72,096.27	2
G170	70156026	ECOFLUID A PLUS SYNTHTC OIL,SHELL SPIRAX	1	GAL	1	GAL		Yes	Yes	1,906	\$41.27	\$78,673.00	2
G170	70156026	ECOFLUID A PLUS SYNTHTC OIL,SHELL SPIRAX	1	GAL	1	GAL		Yes	Yes	1,906	\$45.07	\$85,916.94	2
G170	70156026	ECOFLUID A PLUS SYNTHTC OIL,SHELL SPIRAX	1	GAL	1	GAL		Yes	Yes	1,906	\$49.25	\$93,885.28	2

\$396,681.97

SC FUELS

Material Grp	Material	Material Description	Denom.	Order Price Unit	Eq. To	Base Unit of Measure	Bldg B	IAD	KMD	Est Annual Usage	*Unit Cost	*Extended Cost	Lead Time in Days
G170	70040071	GREASE MULTI-PURPOSE,EP-2	1	DR	1	DR		Yes	Yes	3	\$1,060.00	\$3,498.00	2
G170	70040071	GREASE MULTI-PURPOSE,EP-2	1	DR	1	DR		Yes	Yes	3	\$1,144.00	\$3,775.20	2
G170	70040071	GREASE MULTI-PURPOSE,EP-2	1	DR	1	DR		Yes	Yes	3	\$1,228.00	\$4,052.40	2
G170	70040071	GREASE MULTI-PURPOSE,EP-2	1	DR	1	DR		Yes	Yes	3	\$1,312.00	\$4,329.60	2
G170	70040071	GREASE MULTI-PURPOSE,EP-2	1	DR	1	DR		Yes	Yes	3	\$1,396.00	\$4,606.80	2

\$20,262.00

G170	70070003	TRANS FLUID GM,DEXRON SUPER ATF III	1	GAL	1	GAL		Yes	Yes	2,661	\$6.01	\$15,992.01	2
G170	70070003	TRANS FLUID GM,DEXRON SUPER ATF III	1	GAL	1	GAL		Yes	Yes	2,661	\$6.51	\$17,322.46	2
G170	70070003	TRANS FLUID GM,DEXRON SUPER ATF III	1	GAL	1	GAL		Yes	Yes	2,661	\$7.01	\$18,652.91	2
G170	70070003	TRANS FLUID GM,DEXRON SUPER ATF III	1	GAL	1	GAL		Yes	Yes	2,661	\$7.51	\$19,983.36	2
G170	70070003	TRANS FLUID GM,DEXRON SUPER ATF III	1	GAL	1	GAL		Yes	Yes	2,661	\$8.01	\$21,313.81	2

\$93,264.55

G170	70163956	FLUID TRANSMISSION,ALLISON TRANSYND	1	DR	1	DR		Yes		10	\$1,483.90	\$14,690.61	2
G170	70163956	FLUID TRANSMISSION,ALLISON TRANSYND	1	DR	1	DR		Yes		10	\$1,566.40	\$15,507.36	2
G170	70163956	FLUID TRANSMISSION,ALLISON TRANSYND	1	DR	1	DR		Yes		10	\$1,648.90	\$16,324.11	2
G170	70163956	FLUID TRANSMISSION,ALLISON TRANSYND	1	DR	1	DR		Yes		10	\$1,737.40	\$17,200.26	2
G170	70163956	FLUID TRANSMISSION,ALLISON TRANSYND	1	DR	1	DR		Yes		10	\$1,813.60	\$17,954.64	2

\$81,676.98

JAMISON (DBE)

Material Grp	Material	Material Description	Denom.	Order Price Unit	Eq. To	Base Unit of Measure	Bldg B	IAD	KMD	Estimated Annual Usage	*Unit Cost	*Extended Cost	Lead Time in Days
G170	70196964	LUBRICANT LPS 1,NONGREASE,11OZ	1	EA	1	EA		Yes	Yes	52	\$11.00	\$568.70	2 days
G170	70196964	LUBRICANT LPS 1,NONGREASE,11OZ	1	EA	1	EA		Yes	Yes	52	\$11.88	\$614.20	2 days
G170	70196964	LUBRICANT LPS 1,NONGREASE,11OZ	1	EA	1	EA		Yes	Yes	52	\$12.83	\$663.31	2 days
G170	70196964	LUBRICANT LPS 1,NONGREASE,11OZ	1	EA	1	EA		Yes	Yes	52	\$13.86	\$716.56	2 days
G170	70196964	LUBRICANT LPS 1,NONGREASE,11OZ	1	EA	1	EA		Yes	Yes	52	\$14.97	\$773.95	2 days

\$3,336.72

G170	70188946	GREASE KLUBER BARRIERTA,1KG,DOOR 2.2 LBS	1	EA	1	EA	Yes			7	\$2,000.00	\$13,200.00	2 days
G170	70188946	GREASE KLUBER BARRIERTA,1KG,DOOR 2.2 LBS	1	EA	1	EA	Yes			7	\$2,160.00	\$14,256.00	2 days
G170	70188946	GREASE KLUBER BARRIERTA,1KG,DOOR 2.2 LBS	1	EA	1	EA	Yes			7	\$2,332.80	\$15,396.48	2 days
G170	70188946	GREASE KLUBER BARRIERTA,1KG,DOOR 2.2 LBS	1	EA	1	EA	Yes			7	\$2,519.42	\$16,628.17	2 days
G170	70188946	GREASE KLUBER BARRIERTA,1KG,DOOR 2.2 LBS	1	EA	1	EA	Yes			7	\$2,720.98	\$17,958.47	2 days

\$77,439.12

G170	70147280	OIL PENETRATING,723	1	EA	1	EA	Yes			17	\$25.00	\$412.50	8 days
G170	70147280	OIL PENETRATING,723	1	EA	1	EA	Yes			17	\$27.00	\$445.50	8 days
G170	70147280	OIL PENETRATING,723	1	EA	1	EA	Yes			17	\$29.16	\$481.14	8 days
G170	70147280	OIL PENETRATING,723	1	EA	1	EA	Yes			17	\$31.49	\$519.59	8 days
G170	70147280	OIL PENETRATING,723	1	EA	1	EA	Yes			17	\$34.01	\$561.17	8 days

\$2,419.89

G160	70094789	ANTI-FREEZE GREEN,GALLON	1	EA	1	EA	Yes			7	\$9.00	\$59.40	8 days
G160	70094789	ANTI-FREEZE GREEN,GALLON	1	EA	1	EA	Yes			7	\$9.72	\$64.15	8 days
G160	70094789	ANTI-FREEZE GREEN,GALLON	1	EA	1	EA	Yes			7	\$10.50	\$69.30	8 days
G160	70094789	ANTI-FREEZE GREEN,GALLON	1	EA	1	EA	Yes			7	\$11.34	\$74.84	8 days
G160	70094789	ANTI-FREEZE GREEN,GALLON	1	EA	1	EA	Yes			7	\$12.24	\$80.78	8 days

\$348.48

G170	70092924	OIL HYDRAULIC JACK,QT	1	EA	1	EA	Yes			19	\$6.39	\$119.49	2 days
G170	70092924	OIL HYDRAULIC JACK,QT	1	EA	1	EA	Yes			19	\$6.90	\$129.03	2 days
G170	70092924	OIL HYDRAULIC JACK,QT	1	EA	1	EA	Yes			19	\$7.45	\$139.32	2 days
G170	70092924	OIL HYDRAULIC JACK,QT	1	EA	1	EA	Yes			19	\$8.05	\$150.54	2 days
G170	70092924	OIL HYDRAULIC JACK,QT	1	EA	1	EA	Yes			19	\$8.69	\$162.50	2 days

\$700.88

G160	70092833	ANTI-FREEZE ORANGE,GMC,GALLON	1	EA	1	EA	Yes			8	\$14.00	\$107.80	8 days
G160	70092833	ANTI-FREEZE ORANGE,GMC,GALLON	1	EA	1	EA	Yes			8	\$15.12	\$116.42	8 days
G160	70092833	ANTI-FREEZE ORANGE,GMC,GALLON	1	EA	1	EA	Yes			8	\$16.33	\$125.74	8 days
G160	70092833	ANTI-FREEZE ORANGE,GMC,GALLON	1	EA	1	EA	Yes			8	\$17.64	\$135.83	8 days
G160	70092833	ANTI-FREEZE ORANGE,GMC,GALLON	1	EA	1	EA	Yes			8	\$19.05	\$146.69	8 days

\$632.48

G170	70092791	OIL LPS 2	1	EA	1	EA	Yes			634	\$17.00	\$10,771.20	2 days
G170	70092791	OIL LPS 2	1	EA	1	EA	Yes			634	\$18.36	\$11,632.90	2 days
G170	70092791	OIL LPS 2	1	EA	1	EA	Yes			634	\$19.83	\$12,564.29	2 days
G170	70092791	OIL LPS 2	1	EA	1	EA	Yes			634	\$21.42	\$13,571.71	2 days
G170	70092791	OIL LPS 2	1	EA	1	EA	Yes			633.6	\$23.13	\$14,655.17	2 days

\$63,195.26

G170	70092783	OIL LPS 1	1	EA	1	EA	Yes			520	\$15.95	\$8,298.79	2 days
G170	70092783	OIL LPS 1	1	EA	1	EA	Yes			520	\$17.23	\$8,964.77	2 days
G170	70092783	OIL LPS 1	1	EA	1	EA	Yes			520	\$18.60	\$9,677.58	2 days
G170	70092783	OIL LPS 1	1	EA	1	EA	Yes			520	\$20.09	\$10,452.83	2 days
G170	70092783	OIL LPS 1	1	EA	1	EA	Yes			520	\$21.70	\$11,290.51	2 days

\$48,684.47

G170	70032847	HYD RAM OIL, SHELL TELLUS T15, RAPIDS	1	CAN	1	CAN		Yes	Yes	6	\$92.00	\$506.00	8 days
G170	70032847	HYD RAM OIL, SHELL TELLUS T15, RAPIDS	1	CAN	1	CAN		Yes	Yes	6	\$99.36	\$546.48	8 days
G170	70032847	HYD RAM OIL, SHELL TELLUS T15, RAPIDS	1	CAN	1	CAN		Yes	Yes	6	\$107.31	\$590.21	8 days
G170	70032847	HYD RAM OIL, SHELL TELLUS T15, RAPIDS	1	CAN	1	CAN		Yes	Yes	6	\$115.89	\$637.40	8 days
G170	70032847	HYD RAM OIL, SHELL TELLUS T15, RAPIDS	1	CAN	1	CAN		Yes	Yes	6	\$125.16	\$688.38	8 days

\$2,968.46

G170	70064634	RUST PREVENTATIVE WD40,16-OZ	1	EA	1	EA		Yes	Yes	464	\$5.40	\$2,506.68	2 days
G170	70064634	RUST PREVENTATIVE WD40,16-OZ	1	EA	1	EA		Yes	Yes	464	\$5.83	\$2,706.29	2 days
G170	70064634	RUST PREVENTATIVE WD40,16-OZ	1	EA	1	EA		Yes	Yes	464	\$6.30	\$2,924.46	2 days
G170	70064634	RUST PREVENTATIVE WD40,16-OZ	1	EA	1	EA		Yes	Yes	464	\$6.80	\$3,156.56	2 days
G170	70064634	RUST PREVENTATIVE WD40,16-OZ	1	EA	1	EA		Yes	Yes	464	\$7.35	\$3,411.87	2 days

\$14,705.86

G170	70092809	OIL LPS 3	1	EA	1	EA	Yes			54	\$13.00	\$700.70	2 days
G170	70092809	OIL LPS 3	1	EA	1	EA	Yes			54	\$14.04	\$756.76	2 days
G170	70092809	OIL LPS 3	1	EA	1	EA	Yes			54	\$15.16	\$817.12	2 days
G170	70092809	OIL LPS 3	1	EA	1	EA	Yes			54	\$16.38	\$882.88	2 days
G170	70092809	OIL LPS 3	1	EA	1	EA	Yes			54	\$17.69	\$953.49	2 days

\$4,110.95

G170	70092908	OIL TWO-CYCLE,2.6OZ	1	EA	1	EA	Yes			264	\$1.75	\$462.00	2 days
G170	70092908	OIL TWO-CYCLE,2.6OZ	1	EA	1	EA	Yes			264	\$1.89	\$498.96	2 days
G170	70092908	OIL TWO-CYCLE,2.6OZ	1	EA	1	EA	Yes			264	\$2.04	\$538.56	2 days
G170	70092908	OIL TWO-CYCLE,2.6OZ	1	EA	1	EA	Yes			264	\$2.20	\$580.80	2 days
G170	70092908	OIL TWO-CYCLE,2.6OZ	1	EA	1	EA	Yes			264	\$2.38	\$628.32	2 days

\$2,708.64

G170	70093005	OIL MOTOR,10W30 SYNTHETIC,QT	1	EA	1	EA	Yes			45	\$5.00	\$225.50	8 days
G170	70093005	OIL MOTOR,10W30 SYNTHETIC,QT	1	EA	1	EA	Yes			45	\$5.40	\$243.54	8 days
G170	70093005	OIL MOTOR,10W30 SYNTHETIC,QT	1	EA	1	EA	Yes			45	\$5.83	\$262.93	8 days
G170	70093005	OIL MOTOR,10W30 SYNTHETIC,QT	1	EA	1	EA	Yes			45	\$6.30	\$284.13	8 days
G170	70093005	OIL MOTOR,10W30 SYNTHETIC,QT	1	EA	1	EA	Yes			45	\$6.80	\$306.68	8 days

\$1,322.78

G170	70143982	GEAR OIL 80W90,QT	1	EA	1	EA	Yes			30	\$9.00	\$267.30	8 days
G170	70143982	GEAR OIL 80W90,QT	1	EA	1	EA	Yes			30	\$9.72	\$288.68	8 days
G170	70143982	GEAR OIL 80W90,QT	1	EA	1	EA	Yes			30	\$10.50	\$311.85	8 days
G170	70143982	GEAR OIL 80W90,QT	1	EA	1	EA	Yes			30	\$11.34	\$336.80	8 days
G170	70143982	GEAR OIL 80W90,QT	1	EA	1	EA	Yes			30	\$12.24	\$363.53	8 days

\$1,568.16

G170	70159210	OIL MOTOR,30W,NON-DETERGENT,QT	1	QT	1	QT	Yes			4	\$5.85	\$25.74	8 days
G170	70159210	OIL MOTOR,30W,NON-DETERGENT,QT	1	QT	1	QT	Yes			4	\$6.32	\$27.81	8 days
G170	70159210	OIL MOTOR,30W,NON-DETERGENT,QT	1	QT	1	QT	Yes			4	\$6.82	\$30.01	8 days
G170	70159210	OIL MOTOR,30W,NON-DETERGENT,QT	1	QT	1	QT	Yes			4	\$7.37	\$32.43	8 days
G170	70159210	OIL MOTOR,30W,NON-DETERGENT,QT	1	QT	1	QT	Yes			4	\$7.96	\$35.02	8 days

\$151.01

G170	70162008	GEAR OIL,SAE85W-140,WHEEL TRU 5GAL	1	EA	1	EA	Yes			2	\$100.00	\$220.00	8 days
G170	70162008	GEAR OIL,SAE85W-140,WHEEL TRU 5GAL	1	EA	1	EA	Yes			2	\$108.00	\$237.60	8 days
G170	70162008	GEAR OIL,SAE85W-140,WHEEL TRU 5GAL	1	EA	1	EA	Yes			2	\$116.64	\$256.61	8 days
G170	70162008	GEAR OIL,SAE85W-140,WHEEL TRU 5GAL	1	EA	1	EA	Yes			2	\$125.97	\$277.13	8 days
G170	70162008	GEAR OIL,SAE85W-140,WHEEL TRU 5GAL	1	EA	1	EA	Yes			2	\$136.05	\$299.31	8 days

\$1,290.65

G170	70164863	GREASE MULTI-PURPOSE-EP2(KEG)	1	DR	1	DR		Yes	Yes	3	\$340.00	\$1,122.00	8 days
G170	70164863	GREASE MULTI-PURPOSE-EP2(KEG)	1	DR	1	DR		Yes	Yes	3	\$367.20	\$1,211.76	8 days
G170	70164863	GREASE MULTI-PURPOSE-EP2(KEG)	1	DR	1	DR		Yes	Yes	3	\$396.58	\$1,308.71	8 days
G170	70164863	GREASE MULTI-PURPOSE-EP2(KEG)	1	DR	1	DR		Yes	Yes	3	\$428.30	\$1,413.39	8 days
G170	70164863	GREASE MULTI-PURPOSE-EP2(KEG)	1	DR	1	DR		Yes	Yes	3	\$462.57	\$1,526.48	8 days

\$6,582.35

G170	70168013	OIL MOTOR,5W20,QT	1	EA	1	EA	Yes			2	\$4.85	\$10.67	8 days
G170	70168013	OIL MOTOR,5W20,QT	1	EA	1	EA	Yes			2	\$5.24	\$11.53	8 days
G170	70168013	OIL MOTOR,5W20,QT	1	EA	1	EA	Yes			2	\$5.66	\$12.45	8 days
G170	70168013	OIL MOTOR,5W20,QT	1	EA	1	EA	Yes			2	\$6.11	\$13.44	8 days
G170	70168013	OIL MOTOR,5W20,QT	1	EA	1	EA	Yes			2	\$6.60	\$14.52	8 days

\$62.61

G170	70168989	OIL TELLUS 46,WHEEL TRUE MACH,55G SHELL	1	EA	1	EA	Yes			2	\$604.15	\$1,329.13	8 days
G170	70168989	OIL TELLUS 46,WHEEL TRUE MACH,55G SHELL	1	EA	1	EA	Yes			2	\$652.48	\$1,435.46	8 days
G170	70168989	OIL TELLUS 46,WHEEL TRUE MACH,55G SHELL	1	EA	1	EA	Yes			2	\$704.68	\$1,550.30	8 days
G170	70168989	OIL TELLUS 46,WHEEL TRUE MACH,55G SHELL	1	EA	1	EA	Yes			2	\$761.06	\$1,674.33	8 days
G170	70168989	OIL TELLUS 46,WHEEL TRUE MACH,55G SHELL	1	EA	1	EA	Yes			2	\$821.94	\$1,808.27	8 days

\$7,797.48



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

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

ADA PARATRANSIT CLIENT CERTIFICATION SERVICES – CONTRACT
AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Amendment Nos. 1-3 (Attachments A-C) with Medical Transportation Management (MTM), a Women Owned Business Enterprise (WBE), in the total amount of \$1,116,096.40; and
- 2) Approve Amendment No. 4 to MTS Doc. No. G1901.0-16 (in substantially the same format as Attachment D) to authorize the Chief Executive Officer (CEO) to extend the contract for one (1) year with MTM for ADA Paratransit Client Certification Services, for a total of \$485,916.00.

Budget Impact

The total budget for this project is \$3,285,208.43, and the total Amendment should not exceed \$485,916.00. The project is funded by the ADA Certification Services Operations Budget 856012-571140.

Description	Amount
Current Board Approved Amount (base)	\$1,683,196.03
Ratify Amendment 1	\$6,500.00
Ratify Amendment 2	\$0.00
Ratify Amendment 3 *	\$1,109,596.40
Approve Amendment 4	\$485,916.00
New Board Approved Amount	\$3,285,208.43

* Amendment No. 3 was to exercise both Option Years 1 and 2, in which the MTS CEO had Board authorization to do so at their discretion (Ref: Agenda item #31, 10/13/2016).



DISCUSSION:

The original contract with MTM was executed in December 2016 to provide eligibility determination services for the MTS Access program. The contract term is for a three (3) year base period with two (2) one-year options, exercisable at MTS's sole discretion. The base period expired on November 30, 2019 and Option periods 1 (Year 4) and 2 (Year 5) were exercised simultaneously. The final option year is set to expire on November 30, 2021.

The current contract is in its final year and staff's initial plan was to resolicit for a new ADA Paratransit Client Certification Services contract. Due to the COVID-19 pandemic, ridership on MTS Access and certification volumes have dropped significantly. Additionally, in-person assessments were suspended in March 2020 to ensure the safety of staff and those most vulnerable. These impacts to the service have made it very difficult to provide vendors with good data on which to build new proposals.

In October 2020, MTS made temporary revisions to its ADA certification process for determining eligibility to MTS Access service. In response to COVID-19, MTS has updated its eligibility certification process to include virtual in-person assessments. This will allow MTS Access to continue to provide the highest level of service to individuals eligible for ADA paratransit. Staff will monitor the virtual in-person assessment program and conduct an analysis to determine its operational effectiveness.

On this basis, MTS staff recommends that the MTM contract be extended by twelve (12) months (until November 30, 2022), to allow staff to have a better concept and understanding of certification volumes, trends as well as to continue to review and operate our pilot program for virtual in person assessments. Additionally, this will allow staff to complete a full assessment of the entire certification program as well as its scale and add flexibility going forward. Staff needs the additional 12-month period to complete this analysis, revise the scope, and conduct a competitive procurement for the next contract with a competition projection of at least 9 months.

Staff requested a proposal from MTM for the one-year ADA paratransit client certification services contract extension. The final price of \$485,916.00 includes all monthly fixed costs, and as a result of the negotiations, staff determined that MTM's proposal is fair and reasonable. The cost breakdown is as follows:

Description	New Cost
Total of all Monthly Fixed Costs (1 Year Extension):	\$49,141.00
Monthly Call Center Cost Reduction (1 Year Extension):	(\$3,500.00)
Number of Operating Months	12
Subtotal:	\$547,692.00
Option Year 2 Monthly Fixed Cost Reduction	(\$2,116)
Option Year - 2 Monthly Call Center Reduction	(\$3,500)
Number of Operating Months (11 months)	11
Subtotal:	(\$61,776)
TOTAL:	\$485,916

Therefore, staff recommends that MTS Board of Directors:

- 1) Ratify Amendment Nos. 1-3 (Attachments A-C) with MTM in the total amount of \$1,116,096.40; and
- 2) Approve Amendment No. 4 to MTS Doc. No. G1901.0-16 (in substantially the same format as Attachment D) to authorize the CEO to extend the contract for one (1) year with MTM for ADA Paratransit Client Certification Services, for a total of \$485,916.00.

/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. G1901.0-16
B. Amendment No. 2 to MTS Doc. No. G1901.0-16
C. Amendment No. 3 to MTS Doc. No. G1901.0-16
D. Draft Amendment No. 4 to MTS Doc. No. G1901.0-16



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

May 24, 2017

ORIGINAL

Doc. No. G1901.1-16

Medical Transportation Management, Inc. (MTM)
Alaina Macia
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G1901.0-16; ADA PARATRANSIT CLIENT
CERTIFICATION SERVICES

This shall serve as Amendment No. 1 to our agreement for the ADA paratransit client certification services as further described below.

SCOPE OF SERVICES

As part of ADA paratransit client certification services, Contractor shall provide a one-week travel training course as shown in Exhibit A, to six (6) individuals (train the trainer) who in turn will train various social service agencies in the MTS service area. This will allow MTS to create a network of travel trainers to train clients who currently do not utilize the fixed route system.

SCHEDULE

There shall be no changes to the overall schedule of the agreement.

PAYMENT

Training costs are \$4,200 and travel costs are estimated at \$2,300, for a total not-to-exceed \$6,500.

The total cost for the agreement including this Amendment No. 1 shall not exceed \$1,689,696.03 for the base years.

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

Sincerely,


Paul C. Jablonski
Chief Executive Officer

Agreed:


Alaina Macia
President and CEO

LMARQUIS-CL
CL-G1901.1-16.MTM.DSINGLETON.052417

Date: 6/6/2017

Attachment: A – MTM letter dated May 9, 2017

cc: J.Washburn, D. Singleton, Contract File





Via Email (jay.washburn@sdmts.com) and First Class Mail

May 9, 2017

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

RE: One-Week MAE Training Course

Dear Mr. Washburn:

This letter is to confirm that the one-week MAE training course provided by Medical Transportation Management, Inc. ("MTM") at a fee of \$4,200 plus travel costs is a value-added service. As such, this MAE training course will not change or increase the current monthly price under the Metropolitan Transit System ("MTS") Standard Services Agreement with MTM for the provision of travel training services.

Please do not hesitate to contact me or Robyn Bernardy with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Will Bennett", is written over a horizontal line.

Will Bennett
Staff Counsel, MTM, Inc.
Ph: 636.695.5520 | Fax: 636.561.2962
16 Hawk Ridge Drive, Lake Saint Louis, MO 63367



April 25, 2018

MTS Doc. No. G1901.2-16

Medical Transportation Management, Inc. (MTM)
Alaina Macia
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1901.0-16; ADA PARATRANSIT CLIENT
CERTIFICATION SERVICES

This shall serve as Amendment No. 2 to our agreement for the ADA paratransit client certification services as further described below.

SCOPE OF SERVICES

Beginning June 1, 2018 Contractor assumes responsibility for the administration, review and processing of the applications for the Senior, Disability, Medicare (SDM) long form applications. This includes application screening and telephone verification with medical professionals, written communications to applicants of determination made regarding eligibility for the program, and data base management of applicants. Any appeals of decisions will be forwarded to MTS for final determination. Additional information is shown in Attachment 1 (MTM letter dated April 12, 2018 - Processing of SDM Long Form Applications) and Attachment 2 (MTS ADA Paratransit Projections for Future Growth).

SCHEDULE

There shall be no changes to the schedule provision of the agreement.

PAYMENT

This is a no-cost amendment. There shall be no changes to the cost provision of the agreement.

All other terms and conditions remain unchanged. If you agree with the above, please sign and return the amendment to the Contracts Specialist at MTS.

Sincerely,

A blue ink signature of Paul C. Jablonski, written in a cursive style.

Paul C. Jablonski
Chief Executive Officer

Agreed:

A blue ink signature of Alaina Macia, written in a cursive style.

Alaina Macia
President and CEO

LMARQUIS-CL
CL-G1901.2-16.MTM.DSINGLETON.042518

Date: May 4, 2018

Attachment(s): 1) MTM letter dated April 12, 2018
2) ADA Projections for Future Growth

cc: J. Washburn, D. Singleton, Contract File

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

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



April 12, 2018

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

RE: MTM Processing of SDM Long Form Applications

Dear Mr. Washburn,

This letter is to confirm that beginning June, 2018, Medical Transportation Management, Inc. ("MTM") agrees to assume responsibility for the administration, review and processing of the applications for the Senior, Disability, Medicare (SDM) program at MTS. This includes application screening and telephone verification with medical professionals, written communications to applicants of determination made regarding eligibility for the program, and data base management of applicants. Any appeals of decisions will be forwarded to MTS for final determination.

The current volume of MTS Access eligibility assessments is well below the contractual limits affording MTM the opportunity to provide this service, which will be a value added service to the current contract. As such, the processing of the SDM applications will not change the monthly fee under the Metropolitan Transit System ("MTS") Standard Services Agreement with MTM.

MTS and MTM have agreed to a 90 day evaluation period to better understand the volume of future assessment levels before making any adjustments to the "estimated projection for future growth" listed as Attachment 2 in the contract for Access eligibility assessments. After the 90 days, MTM shall provide MTS with analysis on completed assessments, time spent per application, statistics, etc. Contractual volumes for Access eligibility assessments will be reviewed and adjusted appropriately to a mutually agreed level based on review of SMD volumes and other Access eligibility service parameters.

Sincerely,

A handwritten signature in blue ink, appearing to read "SP", is placed above the printed name of Sean Powers.

Sean Powers
Senior Director, Functional Assessments and Travel Training, MTM, Inc.
Ph: 509.953.1527
Email: spowers@mtm-inc.net

Attachment 2

MTS ADA Paratransit Projections for Future Growth				
Fiscal Year	New Certifications (a)	Re-Certifications (b)	Total Determinations (a+b)	* Incomplete Applications
2015 (actual)	3,037	1,367	4,404	1,646
2016 (projected)	3,344	1,390	4,734	1,658
2017 (estimate)	3,595	1,494	5,089	1,782
2018 (estimate)	3,864	1,606	5,471	1,916
2019 (estimate)	4,154	1,727	5,881	2,060
2020 (estimate)	4,466	1,856	6,322	2,214
2021 (estimate)	4,801	1,996	6,796	2,380

**Incomplete applications refer to applications that have missing information and have not been corrected. These are not processed and thus are not included in the total determinations made.*



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

March 25, 2019

MTS Doc. No. G1901.3-16

Medical Transportation Management, Inc. (MTM)
Alaina Maciá, President and CEO
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1901.0-16 ADA PARATRANSIT CLIENT
CERTIFICATION SERVICES

Ms. Maciá:

This shall serve as Amendment No. 3 to our agreement for the ADA Paratransit Client Certification Services as further described below.

SCOPE

1. Pursuant to the contract, MTS shall exercise both Option Years One and Two as reflected in item #2 below.
2. Both parties agree to eliminate the need for additional .5 FTE Mobility Assessment Evaluators (MAE) that was included in the original agreement. In addition, the itemized cost for Appeal assessments (\$175 per assessment) shall be removed from the contract. Therefore, the following adjustments shall be made to the contract (as shown below).

Description	Year 1 (12/1/16- 11/30/17)	Year 2 (12/1/17- 11/30/18)	Year 3 (12/1/18- 11/30/19)	Option Year I (12/1/19 – 11/30/20)	Option Year II (12/1/20 – 11/30/21)	TOTAL
Original .5 FTE MAE cost	\$494,320.53	\$508,614.90	\$577,897.90	\$ 603,852.46	\$ 631,199.65	\$2,815,885.44
New Reduced .5 FTE MAE cost *	N/A	N/A	(\$37,897.90)	(\$39,552.46)	(\$41,505.65)	(\$118,956.01)
New Annual Contract Amount *	\$494,320.53	\$508,614.90	\$540,000.00	\$564,300.00	\$589,694.00	\$2,696,929.43
One-time Equipment Costs	\$17,401.00	N/A	N/A	N/A	N/A	\$17,401.00
One-Time Start-Up	\$84,962.00	N/A	N/A	N/A	N/A	\$84,962.00
Grand Total:						\$2,799,292.43

* These changes shall be effective December 1, 2018 through November 30, 2021 (Base Year 3 through Option Years One and Two).



MTM, Inc.
Alaina Maciá
March 25, 2019
Page Two

3. Both parties have also mutually agreed to adjust the annual assessment volumes based on the addition of Senior/Disabled/Medicare (SDM) processing and Travel Training as reflected below:

New Access Assessments	New SDM	Travel Training	Eligibility Appeals	Total
2,875	2,500	18	60	5,453
2,875	2,500	18	60	5,453
2,875	2,500	18	60	5,453

MTM shall continue to provide ADA Paratransit Client Certification Services, in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1901.0-16.

SCHEDULE

Option Year One shall be effective 12/1/19 through 11/30/20, and Option Year Two shall be effective 12/1/20 through 11/30/21.

PAYMENT

This contract amendment authorizes the reduction of \$118,956.01 from the total contract value as noted above.

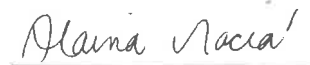
As a result of this Amendment, the total value of this contract shall be in the amount of **\$2,799,292.43** [\$2,918,248.44 for the base and option period less \$118,956.01 for the elimination of .5 FTE MAE). This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,


 Paul C. Jablonski
 Chief Executive Officer

Agreed:


 Alaina Maciá, MTM, Inc.
 President and CEO

Date: March 26, 2019

MAR2019.G1901.3-16.MTM.doc

Cc: J. Washburn, V. Lerinska, M. Wygant, S. Elmer, C. Aquino, A. Monreal

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

Amendment 4

Date: January 21, 2021

MTS Doc No. G1901.0-16

ADA PARATRANSIT CLIENT CERTIFICATION SERVICES – COVID-19 ADJUSTMENTS

Medical Transportation Management, Inc. (MTM)
36 Talaina Maciá
President and CEO
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Ms. Maciá,

This shall serve as Amendment No. 4 to our agreement for the ADA Paratransit Client Certification Services as further described below.

SCOPE

MTS and MTM recognize that the COVID-19 pandemic has significantly impacted ridership volumes under the agreement. Pursuant to the contract scope and in order to reduce costs for MTS without any significant staffing level impact to MTM, the payment structure is modified as follows:

1. Maintain the Option Year 1 or 2020 monthly billing of \$47,025 from 1/1/21 through the Option Year 2 period until 11/30/21. December 2020 monthly billing shall remain the same at \$49,141 (difference of \$2,116).
2. MTM to maintain current staffing levels.
3. Bring phone system/call activities back to MTS (in-house)
 - In-house calls to MTS will continue until the call volume, assessment volume or combination of the two returns to 85% of pre-COVID averages.
 - Monthly billing will be reduced at a rate of \$3,500 per month (*beginning January 2021*) for call center costs until its added back to the call center which will be then be added back to the monthly billing.
4. MTS shall allow a one (1) year contract extension with a 4.5% increase each year:
 - Extension Year 1: \$49,141 per month effective from 12/1/21 through 11/30/22.

Contractor shall continue to provide ADA paratransit client certification services, in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1901.0-16.

SCHEDULE

The one (1) year contract extension shall be effective from 12/1/21 through 11/30/22.



PAYMENT

This contract amendment authorizes a cost increase in the amount of \$485,916 as reflected below:

CURRENT CONTRACT COSTS						
Description	Year 1 (12/1/16- 11/30/17)	Year 2 (12/1/17- 11/30/18)	Year 3 (12/1/18- 11/30/19)	Option Year I (12/1/19 – 11/30/20)	Option Year II (12/1/20 – 11/30/21)	TOTAL
Current Annual Contract Amount	\$494,320.53	\$508,614.90	\$540,000.00	\$564,300.00	\$589,694.00	\$2,696,929.43
One-time Equipment Costs	\$17,401.00	N/A	N/A	N/A	N/A	\$ 17,401.00
One-Time Start-Up	\$84,962.00	N/A	N/A	N/A	N/A	\$ 84,962.00
Current Grand Total:						\$2,799,292.43

REVISED CONTRACT COSTS							
Description	Year 1 (12/1/16- 11/30/17)	Year 2 (12/1/17- 11/30/18)	Year 3 (12/1/18- 11/30/19)	Option Year I (12/1/19 – 11/30/20)	Option Year II (12/1/20 – 11/30/21)	1 Year Contract Extension (12/1/21 – 11/30/22)	TOTAL
Revised Annual Contract Amount based on new Monthly Billing – beginning January 2021	\$494,320.53	\$508,614.90	\$540,000.00	\$564,300.00	\$566,418.00 (\$49,141 for 12/2020 plus \$47,025/ mo - from 1/2021 thru 11/2022)	N/A	\$2,673,653.43
1 Year Contract Extension	N/A	N/A	N/A	N/A	N/A	\$589,692.00 (\$49,141/ mo)	\$ 589,692.00
Monthly Call Center Cost Reduction beginning Jan. 2021 (\$3,500 per mo) *	N/A	N/A	N/A	N/A	(\$38,500) *(11 months – Jan 2021 thru 11/2021)	(\$42,000)	(\$80,500.00)
New Total Annual Contract Amount	\$494,320.53	\$508,614.90	\$540,000.00	\$564,300.00	\$527,918.00	\$547,692.00	\$3,182,845.43
One-time Equipment Costs	\$17,401.00	N/A	N/A	N/A	N/A	N/A	\$ 17,401.00
One-Time Start-Up	\$84,962.00	N/A	N/A	N/A	N/A	N/A	\$ 84,962.00
New Grand Total:							\$3,285,208.43

As a result of this Amendment, the total value of this contract shall be in the amount of **\$3,285,208.43**

[\$2,799,292.43 for the current contract plus **\$485,916.00** 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 Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copy for your records.

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Alaina Maciá, 36TPresident and CEO
Medical Transportation Management, Inc.
(MTM)

Date: _____

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



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

January 21, 2021

SUBJECT:

CRADLEPOINT NETCLOUD MOBILE ADVANCED PLAN WITH THREAT
MANAGEMENT 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. G2450.0-21 (in substantially the same format as Attachment A), with AT&T Corporation, for NetCloud Mobile Advanced Services for five (5) years in the amount of \$330,000.00.

Budget Impact

The total budget for this project shall not exceed \$330,000.00. This project is funded by the MTS Information Technology (IT) Operating Budget 661010-571250.

DESCRIPTION	AMOUNT
NetCloud Advanced Services for 930 Units for 5 Years \$66,000.00 per year (\$70.97 per unit)	\$ 330,000.00
GRAND TOTAL:	\$ 330,000.00

DISCUSSION:

MTS is currently upgrading the mobile communications on the entire Bus and Light Rail Vehicle (LRV) fleets. This update included installing Cradlepoint cellular routers and establishing a private and secure network. Both the Conduent CAD/AVL system and the INIT Fare System will utilize this hardware and network as their communications backbone. It will provide the additional bandwidth and real-time communication needed for these systems.



The Cradlepoint, NetCloud Services are required for management of these cellular devices. This upgrade to the Advanced Plan provides MTS with much needed threat management tools to help protect these devices from potential cybersecurity threats. Because of the cost sharing agreements in place for the CAD/AVL and Fare Collection systems, North County Transit District (NCTD) will also share these costs with MTS over the next 5 years.

MTS staff received an unsolicited proposal from AT&T to provide the required licenses for five years. Cradlepoint charges customers for all five years of licenses upfront, however MTS is limited on how much they are able to prepay for licenses. The offer from AT&T provides the required prepayment to Cradlepoint, and allows MTS to make annual interest free payments in compliance with purchasing regulations.

In order to ensure that MTS enters into a contract that is most advantageous, staff analyzed pricing from the National Association of State Procurement Officials (NASPO) contract and pricing from our current Cradlepoint provider. The results are as follows:

	Qty/UOM	Unit Price	Extended Price
AT&T	930	\$ 354.84	\$ 330,000.00
SYNNEX CORP.	930	\$ 397.97	\$ 370,112.10
NOMAR ENTERPRISES	930	\$ 435.23	\$ 404,763.90
ERGOTECH	930	\$ 444.20	\$ 413,106.00
NASPO VALUE POINT	930	\$ 450.00	\$ 418,500.00
DIGITAL HIGHWAY	930	\$ 515.71	\$ 479,610.30

Staff has determined that the pricing from AT&T is the most advantageous to MTS and that the pricing is fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G2450.0-21 (in substantially the same format as Attachment A), with AT&T Corporation, for NetCloud Advanced Services for five (5) years in the amount of \$330,000.00.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement MTS Doc. No. G2450.0-21

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

**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2450.0-21
 CRADLEPOINT NETCLOUD MOBILE ADVANCED PLAN SERVICES FOR FIVE (5) YEARS**

THIS AGREEMENT is entered into this _____ day of _____, 2020 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: 63TAT&T Corp. Address: 7337 Trade Street
San Diego, CA 92121

Form of Corporation
 Business: _____

Email : _____

Telephone: (254) 316-4230

Authorized person to
 sign contracts

_____ Name

_____ Title

The Contractor agrees to provide Cradlepoint Netcloud Mobile Advance services as specified in the conformed Scope of Work (Exhibit A), Contractor's Pricing Form ref: 1-115424078 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Forms (Exhibit D).

The contract term is for five (5) years beginning February 1, 2021 through January 31, 2026

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$330,000.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	64T63TAT&T CORP.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



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

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

MISSION VALLEY WEST SIGNAL UPGRADE – CONSTRUCTION CHANGE ORDERS
(CCO) UNDER A JOB ORDER CONTRACT (JOC) WORK ORDER

RECOMMENDATION:

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

- 1) Ratify CCO MTSJOC7506-05.03 under MTS Doc No. PWL235.0-17 (in substantially the same format as Attachment A), with HMS Constructions, Inc. (HMS), totaling \$91,595.59, for repair of the damaged fiber cable and the signal wirings in various signal cases; and
- 2) Authorize the Chief Executive Officer (CEO) to execute CCO MTSJOC7506-05.04 under MTS Doc No. PWL235.0-17 (in substantially the same format as Attachment B), with HMS, in the amount of \$55,826.85 for additional signal engineer time to troubleshoot various vital and non-vital signaling issues to complete this project.

Budget Impact

The total budget for these CCOs will not exceed \$147,422.44 inclusive of direct costs of inclusive of direct costs of \$143,565.04 and the contractor's share of administrative fees totaling \$1,450.15. Total administrative fees are \$3,857.40 (contractor's share is \$1,450.15 and MTS's share is \$2,407.25). This project is funded by MTS Capital Improvement Project (CIP) 2008102501 – Mission Valley West Signal Upgrade.

The construction cost is as follows:

see table on next page



Work Order No.	Purpose	Amount	Board Approval Date
MTSJOC7506-05	Original Work Order	\$554,355.86	10/10/2019, Item 21
MTSJOC7506-05.01	No Cost Time Extension	\$0.00	n/a
MTSJOC7506-05.02	No Cost Time Extension	\$0.00	n/a
MTSJOC7506-05.03	Repair Damaged Fiber Cable and Wirings	\$91,595.59	CEO approval 12/11/2020 per Board Policy No. 41
MTSJOC7506-05.04	Additional Signal Engineer time to troubleshoot and repair signaling issues	\$55,826.85	Today's Proposed Action
		\$707,778.30	

DISCUSSION:

The Mission Valley West segment on the Green Line Trolley, from Morena/Linda Vista to Mission San Diego, is a non-monitored signal indication territory. The project will install new signal upgrades in this area of the Green Line to communicate with the existing MTS monitoring system through the Centralized Train Control (CTC) software platform. This will allow Operations Command Center (OCC) dispatchers to monitor all train movements on the CTC displays in real time and know when the trains are in the Automatic Block Signaling (ABS) system. This is the final segment to be upgraded on the Green Line and once complete, the entire Green Line will be fully monitored.

On October 10, 2019, MTS Board of Directors approved the Work Order MTSJOC7506-05 under MTS Doc No. PWL235.0-17 to HMS Constructions, Inc. for the Mission Valley West Signal Upgrade project.

During the field verifications and construction by HMS, the contractor encountered unforeseen conditions such as:

- Construction plans do not match in the actual field conditions
- At 840RC location, there was a previous fire that damaged some of the wire/cable and was never repaired
- At many signal case locations, the contractor lost 2-3 hours of production per day due to stop and go of train movements in the area
- At some locations, the Programmable Logic Controller (PLCs) were rendered inoperative and delayed the work due to long lead time of ordering parts

HMS currently contracted with Signal Engineering (SECA) as their subcontractor and their contract expired on December 11, 2020. Today's proposed action would allow for the additional funds required to extend HMS's subcontract to SECA, in order to complete the remainder of the work. This work is anticipated to be completed in an additional 10 weeks.

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.

In October 2016, the San Diego Association of Governments (SANDAG) and MTS issued a joint solicitation for the provision of on-call JOC railroad signals, overhead catenary systems and track work construction services. Three bids were received and the contract was awarded to HMS. On June 8, 2017, the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWL235.0-17 with HMS.

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.

Attachment C provides a table of the adjustment factors for the HMS Construction Contract (MTSJOC7506). The contract is currently in option year 3. The subject CCOs have been calculated with two separate adjustment factors; Normal Working Hours Within Railroad Right-of-Way (1.1429) and Restricted Work Shift Within Railroad Right-of-Way (1.4262). The higher adjustment factor for restricted work shift is used when the work must be performed during MTS non-operating hours, typically from 1am to 3:30am, and shorter than a typically 8-hour shift. Pricing for this repair task order was reviewed and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify CCO MTSJOC7506-05.03 under MTS Doc No. PWL235.0-17 (in substantially the same format as Attachment A), with HMS Constructions, Inc. (HMS), totaling \$91,595.59, for repair of the damaged fiber cable and the signal wirings in various signal cases; and
- 2) Authorize the Chief Executive Officer (CEO) to execute CCO MTSJOC7506-05.04 under MTS Doc No. PWL235.0-17 (in substantially the same format as Attachment B), with HMS, in the amount of \$55,826.85 for additional signal engineer time to troubleshoot various vital and non-vital signaling issues to complete this project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Executed Work Order MTSJOC7506-05.03, MTS Doc No. PWL235.0-17
B. Draft Work Order MTSJOC7506-05.04, MTS Doc No. PWL235.0-17
C. HMS Construction Inc. MTS JOC7506 Adjustment Factors

**CONSTRUCTION CHANGE ORDER**Project Name: **Mission Valley West Signal Upgrade**Date: **11/24/20**To: **MTS**Contract Number: **MTSJOC7506-05**From (Contractor): **HMS Construction, Inc.**CCO Number: **03****Description of Work****Fieldwork Directive Issued:****11/24/2020**

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work of the Contract Documents and consists of:

This work is for testing and repair of the damaged aerial fiber cable at 840RC. CCOs 1 & 2 were no cost time extensions, done outside of the Gordian system. The Exhibits to this CCO were done in the Gordian system and list the CCO as 01. For records purposes MTS will record this CCO as 01.

A. Contractor Cost Proposal

\$ 89,198.93 L.S.

L.S.

Subtotal A: \$ 89,198.93

B. Subcontractors Costs

\$ -

Subtotal B: \$ -

C. Contractor Credits

Subtotal C: \$ -

Total = (A + B + C)

Total: \$ 89,198.93

Original Contract value:

\$ 531,558.35

Adjustment by Change Order No. 1 through Change Order 2 (if applicable)

\$ -

Adjustment by this Change Order

\$ 89,198.93

New Contract Amount

Total:

\$ 620,757.28

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged

by 183 days

Original Completion Date:

5/31/20

Adjustment by Change Order No. 1 through Change Order 2 (if applicable)

245

Adjustment by this Change Order

0

New Completion Date

1/31/21

Milestones Affected: None.

Contractor

Ian High

11/25/2020

Date:

Vice President

MTS Chief Executive Officer

12/15/2020

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT A (Scope of Work)

Job Order Contract

Detailed Scope of Work



Date:

To: Buck Hubbard, Ext 233
Project Manager
HMS Construction Inc.
2885 Scott Street
Vista, CA 92081

From: Thang Nguyen
Systems Engineer
Metropolitan Transit System
1255 Imperial Avenue, Suite 900
San Diego, CA 92101

Phone: (760) 727-9808

FAX: (760) 727-9806

Phone: 6195574560

FAX:

Project: MTSJOC7506-05.01

Project/Cost Center:

Title: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC

Location:

Railroad Protective: ☐ Yes ☐ No

Race Conscious: ☐ Yes ☐ No

DBE/UDBE Goal: _____

Detailed Scope of Work

The Contractor shall provide all labor, materials, and equipment to complete the work in accordance with the Scope of Work. All work shall be in compliance with all local, state, and federal rules, laws, and regulations, as applicable. The Mission Valley West Signal System Upgrade will be located on a segment of the Green Line from Morena/Linda Vista and Mission San Diego. For the damaged aerial fiber cable at 840RC, please see the scope of work below: - HMS will test and attempt to repair the damaged aerial fiber cable in the 840RC area - HMS will repair the jacket on the damaged FOC to protect exposed buffer tubes - HMS will proceed with de-lashing and performing the splice (if everything proves to be intact) - HMS will internally monitor the field work and keep tracks of the Time and Materials

Thang Nguyen - Systems Engineer

Thang Nguyen - Systems Engineer

Buck Hubbard, Ext 233 - Project Manager

EXHIBIT B (Cost Breakdown)

Job Order Contract

Contractor's Price Proposal Summary- Category

Work Order #: MTSJOC7506-05.01
Title: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC
Contractor: SANDAG - HMS Construction Inc. - MTSJOC7506
Proposal Value: \$90,099.93
Proposal Name: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC

To: Thang Nguyen
 Systems Engineer
 Metropolitan Transit System
 1255 Imperial Avenue, Suite 900
 San Diego, CA 92101

From: Buck Hubbard, Ext 233
 Project Manager
 HMS Construction Inc.
 2885 Scott Street
 Vista, CA 92081

01 - Repairs @ 840RC, 720RC, 878RC:	\$10,362.36
02 - 6 Weeks For Plan Changes:	\$79,737.57
Work Order Proposal Total	\$90,099.93
1% Contractor Licensing Fee Withheld	\$901.00
Total Job Order Amount	\$89,198.93

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Job Order Contract

Contractor's Price Proposal Detail- Category

Work Order #: MTSJOC7506-05.01
Title: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC
Contractor: SANDAG - HMS Construction Inc. - MTSJOC7506
Proposal Value: \$90,099.93
Proposal Name: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC

CSI Number	Mod.	UOM	Description	Line Total
01 - Repairs @ 840RC, 720RC, 878RC				
1	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,878.31
		Installation	Quantity 20.00 x Unit Price \$65.85 x Factor 1.4262 = Total \$1,878.31	
2	01 22 20 00-0010	0004 HR	For Foreman, Add	\$75.08
		Installation	Quantity 16.00 x Unit Price \$3.29 x Factor 1.4262 = Total \$75.08	
3	01 22 20 00-0012	HR	High Voltage Electrician, (Utility Lineman)For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,313.42
		Installation	Quantity 11.00 x Unit Price \$83.72 x Factor 1.4262 = Total \$1,313.42	
4	01 22 20 00-0012	0004 HR	For Foreman, Add	\$47.81
		Installation	Quantity 8.00 x Unit Price \$4.19 x Factor 1.4262 = Total \$47.81	
5	01 22 20 00-0040	HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,416.39
		Installation	Quantity 16.00 x Unit Price \$62.07 x Factor 1.4262 = Total \$1,416.39	
6	01 22 23 00-0106	DAY	48' Bucket Truck With Full-Time Operator	\$2,626.66
		Installation	Quantity 2.00 x Unit Price \$920.86 x Factor 1.4262 = Total \$2,626.66	
7	01 22 23 00-1200	DAY	Highrail Truck With Manlift And Full-time Driver	\$1,678.87
		Installation	Quantity 2.00 x Unit Price \$588.58 x Factor 1.4262 = Total \$1,678.87	
8	23 05 13 00-0019	EA	7-1/2 HP, 3,600 RPM, 213T NEMA Steel Frame, Premium Efficient, Open Drip Proof Motor	\$1,325.82
		Installation	Quantity 1.00 x Unit Price \$929.62 x Factor 1.4262 = Total \$1,325.82	
Subtotal for 01 - Repairs @ 840RC, 720RC, 878RC:				\$10,362.36
02 - 6 Weeks For Plan Changes				
9	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$18,062.39
		Installation	Quantity 240.00 x Unit Price \$65.85 x Factor 1.1429 = Total \$18,062.39	
10	01 22 20 00-0055	HR	Specialty Engineer, for Testing and Commissioning Railway Signaling Systems	\$54,859.20
		Installation	Quantity 240.00 x Unit Price \$200.00 x Factor 1.1429 = Total \$54,859.20	
11	01 22 23 00-1144	WK	1-1/2 Ton Capacity, 8' To 10' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$6,815.98
		Installation	Quantity 12.00 x Unit Price \$496.98 x Factor 1.1429 = Total \$6,815.98	
Excludes Labor 2 crew pickups only				

Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7506-05.01
Title: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC

CSI Number	Mod.	UOM	Description	Line Total
Subtotal for 02 - 6 Weeks For Plan Changes:				\$79,737.57
Work Order Proposal Total				\$90,099.93

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

EXHIBIT C

(Subcontractor Listing)



Job Order Contract Subcontractor Listing

Date: 11/24/2020

Job Order Number: MTSJOC7506-05.01

Job Order Title: MVS Signal Upgrade - Fiber Testing and Repairs at 840RC

To: Thang Nguyen
Systems Engineer
Metropolitan Transit System
1255 Imperial Avenue, Suite 900
San Diego, CA 92101

From: Buck Hubbard, Ext 233
Project Manager
HMS Construction Inc.
2885 Scott Street
Vista, CA 92081

Phone: 6195574560

Phone: (760) 727-9808

Fax:

Fax: (760) 727-9806

Railroad Protective: ☐ Yes ☐ No

Race Conscious: ☐ Yes ☐ No

DBE/UDBE Goal: _____

Name of Contractor	Trade	UDBE \$	DBE \$	SB \$	Non UDBE/DBE/SB	%
Seca Engineering	Signal Engineering	\$0.00	\$0.00	\$0.00	\$45,000.00	49.94%
TOTALS		\$0.00	\$0.00	\$0.00	\$45,000.00	49.94%

Work Order Total:	\$90,099.93
% of Work to be performed by Certified UDBE/DBE/SB:	0.00%

Signature: _____ Buck Hubbard, Ext 233

Title: Project Manager

Firm or Corporate Name: SANDAG - HMS Construction Inc.

Address: 2885 Scott Street , Vista, CA 92081

Telephone Number: (760) 727-9808

CONSTRUCTION CHANGE ORDER

Project Name: **Mission Valley West Signal Upgrade**

Date: **1/21/21**

To: **MTS**

Contract Number: **MTSJOC7506-05**

From (Contractor): **HMS Construction, Inc.**

CCO Number: **04**
Description of Work
Fieldwork Directive Issued:

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work of the Contract Documents and consists of:

This work is for additional signal engineer time to troubleshoot various vital and non-vital signaling issues to complete this project. **CCOs 1 & 2 were no cost time extensions, done outside of the Gordian system. The Exhibits to this CCO were done in the Gordian system and list the CCO as 01. For records purposes MTS will record this CCO as 04.**

A. Contractor Cost Proposal

\$ 54,366.11 L.S.

L.S.

Subtotal A: \$ 54,366.11

B. Subcontractors Costs

\$ -

Subtotal B: \$ -

C. Contractor Credits

Subtotal C: \$ -

Total = (A + B + C)

Total: \$ 54,366.11

Original Contract value:

\$ 531,558.35

Adjustment by Change Order No. 1 through Change Order 3 (if applicable)

\$ 89,198.93

Adjustment by this Change Order

\$ 54,366.11

New Contract Amount

Total:

\$ 675,123.39

The Contract Time due to this Change Order will be: ☒ Increased ☐ Decreased ☐ Unchanged by 28 days

Original Completion Date:

5/31/20

Adjustment by Change Order No. 1 through Change Order 2 (if applicable)

245

Adjustment by this Change Order

28

New Completion Date

2/28/21

Milestones Affected: None.

Contractor

Date:

MTS Chief Executive Officer

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT A

(Scope of Work)

Job Order Contract
Detailed Scope of Work**Date:** 12/09/20**To:** Buck Hubbard, Ext 233
Project Manager
HMS Construction Inc.
2885 Scott Street
Vista, CA 92081**From:** Project Manager**Phone:** (760) 727-9808**Phone:****FAX:** (760) 727-9806**FAX:****Project:** MTSJOC7506-05.02**Project/Cost Center:****Title:** MVW Signal Upgrade - CCO # 2**Location:****Railroad Protective:** ☐ Yes ☐ No**Race Conscious:** ☐ Yes ☐ No**DBE/UDBE Goal:** _____

Detailed Scope of Work

The Contractor shall provide all labor, materials, and equipment to complete the work in accordance with the Scope of Work. All work shall be in compliance with all local, state, and federal rules, laws, and regulations, as applicable. The Mission Valley West Signal System Upgrade will be located on a segment of the Green Line from Morena/Linda Vista and Mission San Diego. Additional 4 weeks of work to resolve issues with field conditions using SECA Signal Engineer. All terms and conditions of this original contract remains the same.

Thang Nguyen - Systems Engineer

Project Manager

Buck Hubbard 12/9/20
Buck Hubbard, Ext 233 - Project Manager

EXHIBIT B (Cost Breakdown)

Job Order Contract

Contractor's Price Proposal Summary- Category

Work Order #: MTSJOC7506-05.02
Title: MVW Signal Upgrade - CCO # 2
Contractor: SANDAG - HMS Construction Inc. - MTSJOC7506
Proposal Value: \$54,915.26
Proposal Name: MVW Signal Upgrade - CCO # 2

To: Project Manager

From: Buck Hubbard, Ext 233
 Project Manager
 HMS Construction Inc.
 2885 Scott Street
 Vista, CA 92081

No Category Input:	\$54,915.26
Work Order Proposal Total	\$54,915.26
1% Contractor Licensing Fee Withheld	\$549.15
Total Job Order Amount	\$54,366.11

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Job Order Contract

Contractor's Price Proposal Detail- Category

Work Order #: MTSJOC7506-05.02
Title: MVW Signal Upgrade - CCO # 2
Contractor: SANDAG - HMS Construction Inc. - MTSJOC7506
Proposal Value: \$54,915.26
Proposal Name: MVW Signal Upgrade - CCO # 2

CSI Number	Mod.	UOM	Description	Line Total																
No Category Input																				
1	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$12,718.93																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>169.00</td><td>x</td><td>\$65.85</td><td>x</td><td>1.1429</td><td>=</td><td>\$12,718.93</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	169.00	x	\$65.85	x	1.1429	=	\$12,718.93
	Quantity		Unit Price		Factor		Total													
Installation	169.00	x	\$65.85	x	1.1429	=	\$12,718.93													
Extension based on completion by February 28, 2021																				
2	01 22 20 00-0055	HR	Specialty Engineer, for Testing and Commisioning Railway Signaling Systems	\$36,572.80																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>160.00</td><td>x</td><td>\$200.00</td><td>x</td><td>1.1429</td><td>=</td><td>\$36,572.80</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	160.00	x	\$200.00	x	1.1429	=	\$36,572.80
	Quantity		Unit Price		Factor		Total													
Installation	160.00	x	\$200.00	x	1.1429	=	\$36,572.80													
Extension based on completion by February 28, 2021																				
3	01 22 23 00-1153	DAY	1/2 To 3/4 Ton, 4 x 2 Light Duty Conventional Pickup Truck With Full-Time Truck Driver	\$5,623.53																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>20.00</td><td>x</td><td>\$246.02</td><td>x</td><td>1.1429</td><td>=</td><td>\$5,623.53</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	20.00	x	\$246.02	x	1.1429	=	\$5,623.53
	Quantity		Unit Price		Factor		Total													
Installation	20.00	x	\$246.02	x	1.1429	=	\$5,623.53													
Extension based on completion by February 28, 2021 (4weeks x 5 days =20)																				
Subtotal for No Category Input:				\$54,915.26																
Work Order Proposal Total				\$54,915.26																

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

EXHIBIT C

(Subcontractor Listing)



Job Order Contract Subcontractor Listing

Date: 12/9/2020

Job Order Number: MTSJOC7506-05.02

Job Order Title: MVW Signal Upgrade - CCO # 2

To: Thang Nguyen
Systems Engineer
Metropolitan Transit System
1255 Imperial Avenue, Suite 900
San Diego, CA 92101

From: Buck Hubbard, Ext 233
Project Manager
HMS Construction Inc.
2885 Scott Street
Vista, CA 92081

Phone: 6195574560

Phone: (760) 727-9808

Fax:

Fax: (760) 727-9806

Railroad Protective: ☐ Yes ☐ No

Race Conscious: ☐ Yes ☐ No

DBE/UDBE Goal: _____

Name of Contractor	Trade	UDBE \$	DBE \$	SB \$	Non UDBE/DBE/SB	%
Seca Engineering	Field Signal Engineering	\$0.00	\$0.00	\$0.00	\$30,000.00	54.63%
TOTALS		\$0.00	\$0.00	\$0.00	\$30,000.00	54.63%

Work Order Total:	\$54,915.26
% of Work to be performed by Certified UDBE/DBE/SB:	0.00%

Signature: *Buck Hubbard*

Buck Hubbard, Ext 233

Title: Project Manager

Firm or Corporate Name: SANDAG - HMS Construction Inc.

Address: 2885 Scott Street , Vista, CA 92081

Telephone Number: (760) 727-9808

Contract: HMS Construction Inc. - MTSJOC7506 (Railroad Signals, Overhead Catenary Systems, and Track Work)

City Index: 20 City Average

Base Date: 02/01/2017

Option Date: 02/01/2020

This contract has the following factors:

Option	Description	Factor
Base	Normal Working Hours (Non-Railroad Right of Way)	0.8888
Base	Normal Working Hours Within Railroad Right-of-Way	1.0488
Base	Other than Normal Working Hours (Non-Railroad Right of Way)	0.9488
Base	Other Than Normal Working Hours Within Railroad Right-of-Way	1.2488
Base	Restricted Work Shift Within Railroad Right-of-Way	1.3088
Option 1	Option 1 - Normal Working Hours (Non-Railroad Right of Way)	0.9213
Option 1	Option 1 - Normal Working Hours Within Railroad Right-of-Way	1.0872
Option 1	Option 1 - Other Than Normal Working Hours (Non-Railroad Right of Way)	0.9835
Option 1	Option 1 - Other Than Normal Working Hours Within Railroad Right-of-Way	1.2945
Option 1	Option 1 - Restricted Work Shift Within Railroad Right-of-Way	1.3567
Option 2	Normal Working Hours (Non-Railroad Right of Way)	0.9521
Option 2	Normal Working Hours Within Railroad Right-of-Way	1.1235
Option 2	Other than Normal Working Hours (Non-Railroad Right of Way)	1.0164
Option 2	Other Than Normal Working Hours Within Railroad Right-of-Way	1.3377
Option 2	Restricted Work Shift Within Railroad Right-of-Way	1.4020
Option 3	Normal Working Hours (Non-Railroad Right of Way)	0.9685
Option 3	Normal Working Hours Within Railroad Right-of-Way	1.1429
Option 3	Other than Normal Working Hours (Non-Railroad Right of Way)	1.0339
Option 3	Other Than Normal Working Hours Within Railroad Right-of-Way	1.3608
Option 3	Restricted Work Shift Within Railroad Right-of-Way	1.4262

ENR Construction Cost Index for 20 City Average

Base Year			Option Year		
	Date	Index		Date	Index
1	March 2016	10242.09	1	March 2019	11227.88
2	April 2016	10280.39	2	April 2019	11228.07
3	May 2016	10315.44	3	May 2019	11229.99
4	June 2016	10337.05	4	June 2019	11268.48
5	July 2016	10379.26	5	July 2019	11291.8
6	August 2016	10385.65	6	August 2019	11311.06
7	September 2016	10403.43	7	September 2019	11311.24
8	October 2016	10434.56	8	October 2019	11326.12
9	November 2016	10442.61	9	November 2019	11380.83

C-1

Date	Index	Date	Index
10 December 2016	10530.46	10 December 2019	11381.53
11 January 2017	10541.51	11 January 2020	11392.41
12 February 2017	10281.93	12 February 2020	11396.01
Base Average		Option Average	
10381.1983		11312.1183	

$$\begin{array}{rclcl} \text{Option Average} & / & \text{Base Average} & = & \text{Adjustment} \\ 11312.1183 & / & 10381.1983 & = & \mathbf{1.0897} \end{array}$$

New Adjustment Factors

Client: San Diego Metropolitan Transit System

Contract: HMS Construction Inc. - MTSJOC7506 (Railroad Signals, Overhead Catenary Systems, and Track Work)

New Factor Formula:

$$\text{Base Factor} * \text{Adjustment} = \text{New Factor}$$

The new contract option will include the following factors:

Description	Factor
Normal Working Hours (Non-Railroad Right of Way)	0.9685
Normal Working Hours Within Railroad Right-of-Way	1.1429
Other than Normal Working Hours (Non-Railroad Right of Way)	1.0339
Other Than Normal Working Hours Within Railroad Right-of-Way	1.3608
Restricted Work Shift Within Railroad Right-of-Way	1.4262

New Contract Option

Reference Number	Effective Date	Expiration Date	Minimum Value	Maximum Value
MTSJOC7506	3/1/2020	2/28/2021	\$0.00	\$7,500,000.00



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

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

SEMIANNUAL UNIFORM REPORT OF DISADVANTAGED BUSINESS ENTERPRISE
(DBE) AWARDS AND PAYMENTS

INFORMATIONAL ITEM

Budget Impact

None.

DISCUSSION:

As a Federal Transit Administration (FTA) grantee, San Diego Metropolitan Transit System (MTS) complies with the federal regulations set forth in 49 CFR Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program.

I. Goals of MTS's DBE Program

The goals of MTS's race-neutral DBE program are:

1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. to ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. to help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. to assist the development of firms that can compete successfully in the marketplace outside of the DBE program; and



7. to provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

II. MTS's DBE Triennial Overall Goal for FFY 2019-2021

The DBE regulations require MTS to prepare a DBE Triennial Overall Goal. The DBE Triennial Overall Goal is established upon the number of ready, willing, and able DBE contractors within MTS's geographic market area that are available to bid on MTS's federally assisted procurements (excludes transit vehicle procurements). For the current triennial reporting period (October 1, 2018, to September 30, 2021), MTS has an aspirational overall goal of 2.9% DBE participation on federally funded contracts.

III. Participation by certified DBEs

For purposes of reporting DBE participation to the FTA, MTS may only count participation by certified DBE contractors. In order to be certified as a DBE through the California Unified Certification Program, contractors must:

- (1) have a majority owner who is **socially and economically disadvantaged** (Native Americans, African Americans, Hispanics, Asian-Pacific, Subcontinent Asian Americans and women are currently presumed to be socially and economically disadvantaged by the DOT);
- (2) the majority owner must have a personal net worth of less than **\$1,320,000**; and
- (3) the business must be a **small business** and, for *most* types of businesses, have average annual gross receipts less than **\$23,980,000**.

Per DOT DBE Regulations, MTS **may not** count participation from certified minority owned businesses (MBE), disabled veteran owned businesses (DVBE), women owned businesses (WBE), small businesses (SB) or lesbian gay bisexual transgender owned businesses (LGBTBE) (collectively referred to as SBEs) toward meeting its DBE Triennial Overall Goal. Nonetheless, MTS encourages participation from, conducts outreach to, and tracks awards to SBEs.

IV. Race-Neutral Outreach Measures to Increase DBE and SBE Participation

A race-neutral DBE program means that there are no DBE contract specific goals and no advantages provided to interested DBE contractors when submitting bids or proposals. Successful bidders are chosen using race-neutral means, generally through a low-bid or best-value procurement process.

To increase DBE participation on MTS's federally assisted procurements, as well as SBE participation on all MTS's contracts, MTS conducts outreach to DBEs and SBEs in an effort to inform them of upcoming MTS procurements. The following are some of the race-neutral measures MTS has implemented:

1. outreach to past and current MBEs, DVBES, WBEs, SBs and LGBTBEs to discuss the benefits of DBE certification and what qualifications are necessary to become DBE certified, as some may already qualify;
2. outreach to past and current DBEs, MBEs, DVBES, WBEs, SBs and LGBTBEs requesting that they register on PlanetBids so they can receive automatic notification of upcoming MTS formal procurements;
3. for small purchase procurements in which MTS must seek out three (3) bids, MTS aims to advertise more of these procurement on PlanetBids so as to increase the potential of DBEs, MBEs, DVBES, WBEs, SBs or LGBTBEs learning of the procurement, if such a contractor is available to perform the work;
4. for small purchase procurements in which MTS must seek out three (3) bids, seeking at least one (1) of those bids from a DBE or SBE, if available; and
5. attend and actively promote small business conferences and programs to alert DBEs, MBEs, DVBES, WBEs, SBs or LGBTBEs of upcoming MTS contracting opportunities and to educate about MTS's procurement and DBE program.

Due to the COVID-19 public health emergency, in-person outreach events have been cancelled until further notice. MTS was able to attend the following virtual outreach event: Procurement Fair 2020, hosted by Caltrans on September 22nd and 23rd, 2020. MTS presented at this event and discussed MTS's DBE Program and MTS's upcoming contracting opportunities with attendees.

MTS also continued to attend San Diego Public Agency Consortium bi-monthly meetings, virtually. At these meetings, San Diego County public agencies discussed upcoming planned virtual workshops and best practices regarding their agency's DBE and SB programs.

V. Federally Funded Procurements

Only contracts awarded and paid by MTS using federal funds (or a portion of federal funds) are reported to the FTA per DOT DBE Regulations. MTS generally reserves federal funds for transit vehicle procurements, transit facility improvements, state-of-good-repair vehicle or system preventative maintenance projects, and contracted fixed route and paratransit bus services. MTS generally uses local and state funds for capital projects (e.g. construction, engineering), administrative costs and other expenses (e.g. marketing expenses, land management, office supplies).

VI. Summary of Semi-Annual DBE Report Achievement (Federal Funds Only)

The FTA Semi-Annual Report for April 1, 2020 to September 30, 2020 is the fourth of six reports in the triennial period of FFY 2019-2021.

a. Contracts Awarded

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 2.9% for contracts awarded. MTS achieved **0.10%** DBE participation for contracts awarded.

	Federal Contract Awards/Commitments			Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>
Federal Funds: Apr 1 2020 to Sept 30 2020	\$130,881,224.89	\$135,337.29	0.10%	-2.80%

The main reasons for why MTS was not able to meet its DBE Triennial Overall Goal for contracts awarded was due to awarding two (2) large contracts to non-DBE firms.

The first was to First Transit, a non-DBE, for a six (6) year base contract to perform Minibus fixed route and ADA Paratransit services in the amount of \$179,345,871.66 (65% federally funded). There is limited DBE potential within this contract because it primarily pays for labor costs (i.e. bus operator and other administrative personnel costs). The second was to Carlos Guzman, a non-DBE, for light rail vehicle accident and vandalism repair services in the amount of \$13,170,051.51 (80% federally funded).

Due to the specifications needed for these contracts, there were no ready, willing and able DBEs available to perform these specific services when the contracts were awarded. The large dollar amounts awarded significantly dilutes achieved DBE participation.

b. Contracts Open

For this reporting period, MTS **achieved** its DBE Triennial Overall Goal of 2.9% for contracts opened. MTS achieved **4.48%** DBE participation for contracts open.

	Federal Contracts Open/Payments During Reporting Period			Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>
Federal Funds: Apr 1 2020 to Sept 30 2020	\$17,498,455.02	\$807,207.29	4.61%	+1.71%

The main reason why MTS was able to meet its DBE Triennial Overall Goal for contracts opened was due to ongoing payments to **NMS Management**, a **DBE** firm, for janitorial and anti-graffiti services in the amount of \$936,769.12 (80% federally funded), paid between April 1st to September 30th, 2020. Payments on smaller contracts to DBE firms also assisted MTS in meeting its goal.

c. Contracts Completed

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 2.9% for contracts completed. MTS achieved **0.19%** DBE participation for contracts completed.

	Federal Contracts Completed/Total Payments			Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>
Federal Funds: Apr 1 2020 to Sept 30 2020	\$2,149,884.04	\$4,038.74	0.19%	-2.71%

The main reason why MTS was not able to meet its DBE Triennial Overall Goal for contracts completed was due to completing a contract for ERP/TAM Implementation Consulting Services to Labyrinth Solutions, a non-DBE, for \$7,822,622.35 (63% federally funded). Due to the specifications needed for this contract, there were no ready, willing and able DBEs available that perform these specific services when the contract was awarded in 2015.

In addition, none of MTS's preventative maintenance contracts awarded to a DBE firm were closed out during this reporting period, which is one of the main ways MTS has historically met its DBE Triennial Overall Goal. Please note, MTS decides contract performance periods based on MTS business and operational needs. Every reporting period will differ on the number, type and dollar amount of contracts closed out.

VII. Summary of Annual Achievement Toward Meeting MTS's DBE Triennial Overall Goal for FFY 2020

The FTA requires a Shortfall Analysis and Corrective Action Plan whenever the DBE Triennial Overall Goal is not met within a FFY. MTS **did not achieve** its DBE Triennial Overall Goal of 2.9% for FFY 2020. MTS achieved only **0.16%** DBE participation for FFY 2020.

DBE Achievement for FFY 2020				
FFY	Reporting Period	Total Fed Awarded	Total DBE Awarded	DBE %
FFY 2020	Oct 1 19 to Mar 31 20	\$7,065,591.07	\$84,861.22	1.20%
FFY 2020	April 1 20 to Sept 30 20	\$130,881,224.89	\$135,337.29	0.10%
Achievement Toward Meeting FFY 2019-2021 DBE Triennial Overall Goal of 2.9% within FFY 2020 (FFY 2020 Total DBE Awarded ÷ FFY 2020 Total Fed Awarded)		DBE Achievement of 0.16% for FFY 2020 (Less than DBE Triennial Overall Goal of 2.9%)		

On December 23, 2020, MTS submitted to the FTA a Shortfall Analysis and Corrective Action Plan that explains the reasons for the shortfall, as well as what steps MTS will be taking that are aimed to increase DBE participation in the future. The Shortfall Analysis and Corrective Action Plan is enclosed (Attachment A).

As discussed in more detail in the enclosed Shortfall Analysis and Corrective Action Plan, MTS plans to complete the following corrective actions in the coming FFY: host its own virtual outreach event with the aim of informing DBEs and SBEs about MTS's upcoming procurements and information on submitting bids/proposals; adding additional information in MTS contracts regarding available bonding and financial assistance; training internal staff on what resources are available to them when seeking out DBE and SBE firms to request quotes/bids from; and posting more of its federally funded procurements within the small acquisition threshold on PlanetBids to reach more DBE and SBE firms.

VIII. Summary of Triennial Achievement Toward Meeting MTS's DBE Triennial Overall Goal for FFY 2019 – FFY 2021

While the specific DBE participation rate for each six (6) month reporting period may fluctuate, the goal of the MTS DBE program is to achieve the 2.9% DBE Triennial Overall Goal as an average for the FFY 2019-2021 triennial period. MTS currently has a **2.77%** achievement toward meeting its DBE Triennial Overall Goal. MTS will continue to monitor MTS's achievement toward meeting MTS's Triennial Overall Goal after each completed reporting period.

DBE Achievement for FFY 2019 - FFY 2021				
FFY	Reporting Period	Total Fed Awarded	Total DBE Awarded	DBE %
FFY 2019	Oct 1 18 to Mar 31 19	\$8,603,476.55	\$204,022.26	2.37%
FFY 2019	April 1 19 to Sept 30 19	\$9,005,016.32	\$3,884,727.66	43.14%
FFY 2020	Oct 1 19 to Mar 31 20	\$7,065,591.07	\$84,861.22	1.20%
FFY 2020	April 1 20 to Sept 30 20	\$130,881,224.89	\$135,337.29	0.10%
FFY 2021	Oct 1 20 to Mar 31 21	<i>Not yet completed</i>		
FFY 2021	April 1 21 to Sept 30 21			
Achievement Toward Meeting FFY 2019-2021 DBE Triennial Overall Goal of 2.9% (FFY 2019-2021 Total DBE Awarded ÷ FFY 2019-2021 Total Fed Awarded)		IN PROGRESS: 2.77% Achieved 2.77% thus far towards DBE Overall Triennial Goal of 2.9%		

IX. Summary of DBE, WBE, MBE, DVBE, LGBTBE and SB Participation for all Contracts (Regardless of Funding Source)

Although MTS may not count participation of MBE, DVBE, WBE, SB and LGBTBE (collectively referred to as SBEs) towards achievement of its DBE Overall Triennial Goal, MTS does record the participation of these businesses to gauge the success of its program to foster small business participation. MTS encourages the participation of DBEs and SBEs on all of its contracts, no matter the funding source.

To highlight just one of the many contracts awarded to a SBE firm this reporting period is a contract to Conan Construction, a DVBE firm, for the construction of a new elevator at Fashion Valley Transit Center, for \$2,283,036.12 (100% locally funded).

MTS's DBE and SBE participation rates for the reporting period, *using both local and federal funds*, were as follows:

	All Contract Awards/Commitments (All Funding Sources)				
REPORTING PERIOD	Total \$\$	DBE \$\$	DBE %	SBE \$\$ (MBE, DVBE, WBE, SB and LGBTBE)	SBE %
Total Funds: Apr 1 2020 to Sept 30 2020	\$230,588,830.67	\$636,712.08	0.28%	\$2,322,909.77	1.01%

To compare MTS's current achievements with past reporting periods, enclosed is a History of Semi-Annual Reports (Attachment B).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Shortfall Analysis and Corrective Action Plan
B. History of Semi-Annual Reports for Contracts Awarded

December 23, 2020

Federal Transit Administration (FTA)
FTAShortfallAnalyses@dot.gov

Re: SHORTFALL ANALYSIS AND CORRECTIVE ACTION PLAN - FEDERAL FISCAL
YEAR (FFY) 2020

To whom it may concern:

As one of the nation's 50 largest transit agencies, San Diego Metropolitan Transit System (MTS) must submit a shortfall analysis and corrective action plan within 90 days of the end of the FFY (i.e. December 29, 2020) if the awards and commitments shown on MTS's Uniform Report at the end of any FFY are less than the overall goal applicable to that FFY.

I. Race-Neutral DBE Program

MTS operates a strictly race-neutral DBE program and only uses race-neutral measures to increase DBE participation. MTS's FTA Disadvantaged Business Enterprise (DBE) Triennial Overall Goal for FFY 2019 – 2021 (October 1, 2018 – September 30, 2021) is 2.9%. MTS's DBE Triennial Overall Goal of 2.9% includes a 100% race-neutral component and 0% race-conscious component.

II. Shortfall Percentage for FFY 2020

To determine the DBE percentage of awarded contracts for FFY 2020 (October 1, 2019 – September 30, 2020), MTS divided DBE Awards and Commitments by the total Awards and Commitments made to all contractors in FFY 2020 (using the June 1, 2020 and December 1, 2020 Uniform Reports).

Total federal dollars awarded to a DBE firm for FFY 2020 was \$220,198.51. Total federal awards and commitments to all contractors for FFY 2020 was \$137,946,815.96. Therefore, MTS's percentage of awarded contracts to DBEs for FFY 2020 was 0.16%, less than MTS's DBE Triennial Overall Goal of 2.9%. As shown in Table 1, the difference between MTS's DBE Triennial Overall Goal and the DBE Awards and Commitments for FFY 2020 was a 2.74% shortfall.



Table 1: FFY 2020 Contract Awards/Commitments

Reporting Period	Total Federal \$ Cell 8A	Total DBE \$ Cell 10A	DBE %	Shortfall %
Oct 1, 2019 to Mar 31, 2020	\$7,065,591.07	\$84,861.22	1.20%	
Apr 1, 2020 to Sept 30, 2020	\$130,881,224.89	\$135,337.29	0.10%	
TOTAL FFY 2020	\$137,946,815.96	\$220,198.51	0.16%	2.74%

III. Specific Reasons for the Shortfall in FFY 2020

The reasons for the shortfall between MTS's DBE Triennial Overall Goal and the Awards and Commitments obtained in FFY 2020 are described below.

A. Large Contract Award for Paratransit and Minibus Services

MTS awarded a large contract for paratransit and minibus services to First Transit, a non-DBE, totaling \$116,574,817 in federal dollars. This project was included in MTS's DBE Overall Triennial Goal. At the time of developing the Overall Goal in 2018, it was estimated that the contract would be a 5-year base contract and be 27% federally funded.

In 2019, staff solicited the contract as a 6-year base contract. The reason for the change in the estimated time period of 5-year base, to the actual award of a 6-year base, was because staff wanted to better align the termination end date with the termination date of the contract for fixed route operations.

As for the federal percentage change from an estimated 27%, to 67% federal funds, MTS typically allocates about 10% of our 5307-grant funding to the paratransit and minibus services contract, which equates to around \$4,600,000 per year. However, in response to COVID-19, this contract is now additionally funded by the CARES Act.

This results in a higher total federal share than estimated in the Overall Goal. Since this resulted in substantially more federal dollars being awarded than anticipated when developing the Overall Goal, it makes MTS's ability to meet its Overall Goal of 2.9% significantly that more difficult. This large contract substantially dilutes any potential DBE participation that could have been achieved.

There is also limited DBE potential within this contract because it primarily pays for labor costs (i.e. bus operator and other administrative personnel costs). In addition, due to the specifications needed for these contracts, there are no ready, willing and able DBE available that perform these specific services.

B. Overall Goal is a Triennial Goal, Not an Annual Goal

MTS's DBE Triennial Overall Goal is an aspirational goal for DBE participation over a three (3) year period. It may be deceiving to only view one (1) FFY and not the entire three (3) year period. The timing of when MTS awards certain contracts, specifically large, unique or specialized contracts that have low DBE potential, has a significant effect on whether MTS meets its DBE Triennial Overall Goal in any given FFY. As shown in Table 2, the DBE utilization percentage for any given reporting period can swing greatly, depending on the size and type of contracts awarded at that time.

Table 2: DBE Achievement for FFY 2019 - FFY 2021

FFY	Reporting Period	Total Fed Awarded	Total DBE Awarded	DBE %
FFY 2019	Oct 1 18 to Mar 31 19	\$8,603,476.55	\$204,022.26	2.37%
FFY 2019	April 1 19 to Sept 30 19	\$9,005,016.32	\$3,884,727.66	43.14%
FFY 2020	Oct 1 19 to Mar 31 20	\$7,065,591.07	\$84,861.22	1.20%
FFY 2020	April 1 20 to Sept 30 20	\$130,881,224.89	\$135,337.29	0.10%
<i>FFY 2021</i>	<i>Oct 1 20 to Mar 31 21</i>	<i>Not yet completed</i>		
<i>FFY 2021</i>	<i>April 1 21 to Sept 30 21</i>			
Achievement Toward Meeting FFY 2019-2021 DBE Triennial Overall Goal of 2.9% (FFY 2019-2021 Total DBE Awarded ÷ FFY 2019-2021 Total Fed Awarded)		IN PROGRESS: 2.77% Achieved 2.77% thus far towards DBE Overall Triennial Goal		

C. Federal Funds Generally are Allocated Towards Paying for Unique, Specialized Services

MTS generally reserves federal funds for transit vehicle procurements (excluded from DBE Triennial Overall Goal and Overall Reports), contracted bus services, and state-of-good-repair vehicle and system preventative maintenance activities. These procurements usually have very low DBE potential, as they involve specialized and unique goods and services.

In addition, San Diego Association of Governments, the Metropolitan Planning Organization for the San Diego region, is generally responsible for the large MTS-related construction projects. Construction projects have historically been one of the

most effective ways to achieve DBE participation. For those small construction projects that MTS is responsible for, MTS typically uses local and state funds. Thus, how MTS allocates its federal funds makes it increasingly difficult to achieve our DBE Triennial Overall Goal.

IV. Procurements Awarded in FFY 2020 that were Included within MTS'S DBE Triennial Overall Goal

The following projects awarded during FFY 2020 were used to establish the DBE Triennial Overall Goal for FFY 2019 - 2021. These projects are of a nature that are very specialized and that very little or no DBEs in San Diego County, MTS's geographic market area, are available to perform. As shown in Table 3, MTS did not award any of these contracts to a DBE.

MTS DBE Shortfall Analysis and Corrective Action Plan
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Table 3: Overall DBE Goal Projects Awarded in FFY 2020

Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
Elevator and Escalator Maintenance and Repair	\$480,000	0.1%	No. Request for Proposal (RFP) process was used. Two (2) proposals were received. Awarded to the firm with the best value proposal, Kone .	\$1,006,435	7-year base contract awarded. When developing Overall Goal in 2018, it was estimated only 3-year base would be awarded, hence the difference between the estimated and actual awarded amounts.
Monitoring Services for Fire and Safety at SDSU	\$400,000	0.3%	No. Sole Source. San Diego State University (SDSU) and MTS's systems must communicate seamlessly as ordered by Fire Marshall, requiring MTS to contract with Johnson Controls Fire Protection , SDSU's current contractor monitoring fire and safety at SDSU.	\$234,815	5-year base contract awarded. When developing Overall Goal in 2018, an error was made on the estimated value of this contract. The estimated value should have been \$249,000 (80% federally funded).
ADA Paratransit Services	\$29,165,406	2.3%	No. RFP process was used. Three (3) proposals were received. Awarded to the firm with the best value proposal, First Transit .	\$116,574,817	6-year base contract awarded, with federal/local split of 65%/35%. When developing Overall Goal in 2018, it was estimated only 5-year base would be awarded, as well as using only 27% federal share, which may account for the difference between the estimated and actual awarded amounts.

MTS DBE Shortfall Analysis and Corrective Action Plan
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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
On Call Tree Trimming and Removal Services	\$160,000	0.0%	No. Invitation for bid (IFB) process was used. Four (4) bids were received, including from one (1) DBE (Singh Group). Awarded to lowest, responsive and responsible bidder, Atlas Environmental Services .	\$417,600	10-year base contract awarded. When developing Overall Goal in 2018, it was estimated only 5 base years would be awarded, which may account for the difference between the estimated and actual awarded amounts.
Calibration of LRV Shop Tools	\$8,000	0.0%	No. Request for Quote (RFQ) process was used. Three (3) bids were received. Awarded to lowest, responsive and responsible bidder, Micro Precision Calibration .	\$28,908	4-year base contract awarded. When developing Overall Goal in 2018, it was estimated only 1-year base would be awarded, which may account for the difference between the estimated and actual awarded amounts.
Paint Gun Cleaning Services	\$32,000	13.9%	No. Sole source. Design and components of the equipment are proprietary and only Safety Kleen Systems may service these products.	\$30,727	
Preventative Maintenance for Generators	\$16,000	0.0%	No. Request for Quote (RFQ) process was used. Three (3) bids were received. Awarded to lowest, responsive and responsible bidder, Global Power Group .	\$40,040	5-year base contract awarded. When developing Overall Goal in 2018, it was anticipated a 2-year base would be awarded, hence the difference between the estimated and actual award amount.

MTS DBE Shortfall Analysis and Corrective Action Plan
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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
LRV Accident and Vandalism Body Repair	\$6,400,000	13.9%	No. RFP process was used. Two (2) proposals were received. Awarded to the firm with the best value proposal, Carlos Guzman .	\$10,464,058	5-year base contract awarded. When developing Overall Goal in 2018, it was anticipated a 4-year base would be awarded, as well as adding an allowance for parts, supplies and repairs, hence the difference between estimated and actual amount awarded.
Substation Breaker Repair Services	\$48,000	0.1%	No. First solicitation resulted in no bids received. Then RFQ process was used. One (1) quote was received. Awarded to the responsive and responsible bidder, Resa Power .	\$49,840	

MTS DBE Shortfall Analysis and Corrective Action Plan
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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
Armored Transportation Services	\$538,837	1.2%	No. RFP process was used. Three (3) proposals were received. Awarded to the firm with the best value proposal, Sectran Security .	\$380,805	Amendment for 3-year extension. When developing Overall Goal in 2018, it was anticipated a 5-year base would be awarded, but due to multiple pressing factors such as completion of the extension of the Blue Line (i.e. Mid-Coast) and the implementation of the new fare collection system, a 3-year extension of the existing contract was found to be in MTS's best interest, which may account for the difference between the estimated and actual award amounts.

V. Proposed Corrective Action Plan

The following list describes the effectiveness of race-neutral measures used in FFY 2020, MTS's proposed corrective actions to increase DBE participation in the future, and the timeline in which MTS aims to implement these corrective actions.

A. Outreach Measure of Advertising Events and Other Resources

The first main outreach measure MTS performs is participating in conferences, which may include teaming opportunities between prospective prime contractors and DBEs and other certified firms, such as Small Businesses (SB), Woman Owned Businesses (WBE), Minority Owned Businesses (MBE), Disabled Veteran Business Enterprise (DVBE), and Lesbian, Gay, Bisexual and Transgender Businesses (LGBTBE) (collectively referred as "SB"). MTS also actively promotes DBE and SB conferences, programs, and support services offered by other agencies.

1. Events and Other Resources- How implemented in FFY 2020:

Prior to the COVID-19 public health emergency, MTS's goal was to attend six (6) outreach events yearly, many of which included teaming opportunities between prime contractors and subcontractors, each year. At each outreach event, MTS would provide interested contractors a pamphlet on MTS DBE Program. The pamphlet contained information on MTS's DBE Program, how to register on MTS's E-Procurement Website (PlanetBids), certification information to become a DBE, SB, WBE, MBE and DVBE and upcoming MTS procurements. In addition, MTS gave out information on upcoming procurements.

COVID-19 has put a hold on in-person outreach events for the foreseeable future. MTS has only attended five (5) outreach events since October 1, 2019, one (1) of which was a virtual event.

MTS also participates in the Public Agency Consortium (PAC), which meets bi-monthly. The PAC is a committed partnership of many San Diego local public agencies focused on increasing bidding opportunities and the likelihood of success of SBs on public agency contracts. MTS attended six (6) meetings since October 1, 2019, three (3) of which were virtual meetings.

In addition, upon request, MTS advertises other public agencies' outreach events by sending to firms on to MTS's Bidder List. MTS did this eight (8) times in FFY 2020.

2. Events and Other Resources- Effectiveness of Measure in FFY 2020:

Since MTS only attended five (5) outreach events in FFY 2020, MTS has limited data to determine the effectiveness of this measure. However, based on previous years, MTS has found that many contractors did not know that MTS advertises its formal procurements on Planet Bids; the difference between the various certification programs (i.e. DBE, SB, WBE, MBE and DVBE) and the different benefits that come with each; and what type of services and goods MTS procures. Attending these events and advertising MTS's DBE Program likely helps contractors understand that MTS may be a potential contracting partner for them in the future and increase their likelihood of registering their firm on Planet Bids.

As for the PAC meetings, MTS has found this group to be very helpful. MTS has learned the best practices from each agency on how they increase participation from DBEs, SBs and emerging businesses.

It is unclear how effective advertising other agency's outreach events is on increasing DBE and SB participation, as we do not receive feedback from other agencies on whether firms from MTS's Bidder List attended their events or not.

3. Events and Other Resources - How to improve in FFY 2021:

MTS will aim to participate in six (6) outreach events annually, if they are hosted virtually. In addition, MTS plans to host its own outreach event geared towards SB and DBE firms so that they can learn about MTS's DBE Program and tips on how to successfully complete and compete on MTS's solicitation. Lastly, MTS will explore whether or not an optional survey can be sent to firms registering on Planet Bids that could ask how they heard about MTS.

4. Events and Other Resources - Timeline of Corrective Action in FFY 2021:

By June 30, 2021, MTS aims to host its first virtual outreach event to DBEs and SBs, participate in six (6) outreach events over the year, and

explore whether PlanetBids has a survey option to ask “how did you hear about MTS?”.

B. Outreach Measure of Advertising Bonding and Financial Assistance

The second main outreach measure is providing information to contractors on how to obtain bonding or financing assistance.

1. Bonding and Financial Assistance - How implemented in FFY 2020:

MTS, through its website, refers the DBE and SB contracting community to the federal Small Business Administration Bonding Assistance Program (SBA) (which has delivered millions of loans, loan guarantees, contracts, counseling sessions and other forms of assistance to SBs) and San Diego Small Business Development Center (SBDC) (which provides a vast array of no and low-cost support to entrepreneurs and SB. In addition, on MTS’s DBE website page, MTS encourages businesses to use minority and women-owned banks when seeking financial services.

2. Bonding and Financial Assistance - Effectiveness of Measure in FFY 2020:

Generally, DBE and SBE firms do not report to MTS on whether they have used these resources or not. Therefore, it is unclear how effective this measure was to increase DBE and SB participation. One way to indirectly measure the effectiveness of this outreach measure is by reviewing whether there were any views of the website, using Google Analytics. According to MTS’s Marketing Department, the MTS DBE Webpage averages about 39 visits a month. This is similar to the number of visits other MTS procurement related website pages receive. Therefore, it does appear the information is being viewed by the contracting community at the same rate other procurement related information is being viewed.

3. Bonding and Financial Assistance - How to Improve in FFY 2021:

MTS will add to its DBE contract clause information about how to obtain bonding and financial assistance.

4. Bonding and Financial Assistance - Timeline of Corrective Action in FFY 2021:

MTS aims to update its DBE contract clause with information regarding bonding and financial assistance by June 30, 2021.

C. Outreach Measure of Soliciting DBEs and SBs

The third main outreach measure MTS performs is soliciting DBEs and other SB participation on upcoming contract opportunities.

1. Soliciting DBEs and SBs - How implemented in FFY 2020:

Whenever MTS posts a solicitation on PlanetBids, the procurement is sent to all registered vendors (which includes DBEs and other SBs). In addition, MTS uses a “broadcast” feature which allows the solicitation to be sent to any DBE registered firm on any other local public agency’s PlanetBid website.

MTS also uses the California Department of Transportation DBE database to find DBEs who may not be registered on MTS’s PlanetBids website but perform the category work related to the solicitation and ask that they register on PlanetBids and/or review an upcoming solicitation.

In addition, when seeking three (3) quotes for federal procurements within the small purchase threshold that are not posted on PlanetBids, if there are DBEs available and it is not a sole source procurement, MTS requests that its Buyers and Contracting Officers contact at least 1 DBE. In the instances where there is no available DBE that performs that type of work, Buyers and Contracting Officers are requested to alternatively seek at least 1 quote from a SB contractor.

Further, MTS makes available to prime contractors information on how to view a listing of potential DBE and other SB subcontractors. This includes including a link to a DBE and other SB databases on MTS’s website and in MTS’s contracting language.

Lastly, during construction related pre-bid meetings as well as during kick off meetings with Job Order Contracting (JOC) Contractors, MTS presents information on MTS’s DBE Program and encourages prime contractors to utilize DBE and SBE subcontractors if subcontracting opportunity and explains how to find such subcontractors.

2. Soliciting DBEs and SBs - Effectiveness of Measure in FFY 2020:

In FFY 2020, we posted 11 federally funded solicitations on PlanetBids. Of those 11 solicitations, there were two (2) solicitations that received individual proposals from DBEs. Neither of these two (2) proposals were successful in being awarded the contract (i.e. not best value/not lowest bid). That is less DBE proposals than received in FFY 2019. In FFY 2019, MTS posted 17 federally funded solicitations on PlanetBids. Of those 17 solicitations, there were three (3) solicitations that received an individual proposal from DBEs. None of these three (3) solicitations were successful in being awarded the contract (i.e. not best value/not lowest bid). Therefore, the outreach measure of asking DBEs to register on PlanetBids did not directly result in increased bids being received from DBEs. However, there did appear to be an increase in the number of DBE firms that registered as a vendor on PlanetBids in the last year.

There has been limited number of JOC work orders that were funded with federal funds, but that could be due to how MTS allocates its federal funds, and not whether or not our efforts to increase the use of subcontractors on JOCs has been effective or not. In FFY 2019, there were three (3) federally funded JOCs that used DBE and/or non-DBE subcontractors. In FFY 2020, there was two (2) federally funded JOCS that used non-DBE subcontractors.

3. Soliciting DBEs and SBs - How to improve in FFY 2021:

MTS Procurement Department intends to develop a presentation to staff that purchase goods and services to relay the importance of requesting a quote from at least 1 DBE, if available, as a way of increasing DBE participation. In addition, MTS will explain what resources are available to staff to find a DBE or SB, which include reaching out to MTS's Contract Specialist who will identify DBEs and/or SBs in that particular work area.

4. Soliciting DBEs and SBs -Timeline of Corrective Action in FFY 2021:

MTS aims to complete the Buyer's Presentation to internal staff by June 30, 2021.

D. Informing Firms about DBE and SB Certifications

The fourth main outreach measure is informing contractors of the benefits of becoming DBE or SB certified, the eligibility requirements, and the link to the Certifying Agency's online directory.

1. Informing Firms about DBE and SB Certifications - How Implemented in FFY 2020:

MTS provides this information on MTS's website, as well as in its DBE and SB contract clauses, with links to where a firm can apply or learn more about the various certifications. In addition, upon request from a contractor, or when MTS identifies that a contractor it works with may be eligible for a certification, MTS contacts the firm to provide information on how to become eligible, the eligibility criteria, and other resources that may assist them in the application process.

2. Informing Firms about DBE and SB Certifications - Effectiveness of Measure in FFY 2020:

This measure has been an ineffective way to increase DBE or SB participation. We have no data to show any of the vendors we emailed or that used of any our outreach resources, subsequently pursued DBE or SB certification in the last FFY.

3. Informing Firms about DBE and SB Certifications - How to Improve in FFY 2021:

To reach an increased number of firms, MTS aims to send quarterly e-blasts to current or past vendors that are not yet registered on PlanetBids to request that they become registered on PlanetBids, so that they can receive direct notice of MTS's posted procurements.

4. Informing Firms about DBE and other SB Certifications - Timeline of Corrective Action in FFY 2021:

MTS aims to start these quarterly e-blasts by June 30, 2021.

E. Outreach Measure of Advertising More Procurements on PlanetBids

The last main outreach measure is advertising more MTS procurements on PlanetBids to better outreach to the DBE and SB community of potential MTS contracting opportunities.

1. Advertising More Procurements on PlanetBids- How implemented in FFY 2020:

For procurements within the simplified acquisition threshold (i.e. estimated value between \$3,500 to \$100,000 for goods and services and \$1,000 to \$50,000 for construction), MTS is required to seek at least three (3) bids. As part of MTS's outreach measure to advertise more procurements on PlanetBids, MTS posts all procurements (except for sole source procurements) estimated at over \$20,000 on Planet Bids. Posting on PlanetBids advertises to significantly more contractors, including DBE and SB contractors, that might not have otherwise received notice of the procurement if MTS just asked for quotes from only three (3) vendors.

2. Advertising on PlanetBids - Effectiveness of Measure in FFY 2020:

MTS has a limited number of federal procurements that are estimated between \$20,000 and \$50,000/\$100,000 and therefore there is no data to support that this outreach measure has been effective at increasing DBE or SB participation.

3. Advertising on PlanetBids - How to Improve in FFY 2021:

MTS will begin, when possible, to post federally funded procurements estimated at over \$3,500 for goods and services and \$1,000 for construction on PlanetBids to increase the number of DBE or SB contractors that are notified about the procurement, which in turn should increase the number of bids and/or proposals received.

4. Advertising on PlanetBids - Timeline of Corrective Action in FFY 2021:

MTS will aim to begin posting federally funded procurements on PlanetBids within the simplified acquisition threshold, if DBE or SB available to provide the goods or service, by June 30, 2021.

MTS DBE Shortfall Analysis and Corrective Action Plan
Page 16

These corrective actions, as well as any other outreach measure that MTS may implement throughout the year to increase participation of DBEs and SBs, should have a positive impact with DBEs and SBs. If you have any further questions regarding MTS's DBE Program, please contact me at 619-557-4539 or Samantha.Leslie@sdmts.com.

Sincerely,

/s/ Samantha Leslie

Samantha Leslie
Staff Attorney –Regulatory Compliance / DBE Liaison Officer

MTS History of DBE Semi Annual Reports Contract Awards/Commitments*																	
	Federal DBE GOAL	REPORTING PERIOD	TOTAL DOLLARS AWARDED (fed & local)	Total DBE \$\$	Total DBE %	Total SBE \$\$	Total SBE %	Total Federal \$\$	Federal DBE \$\$	Federal DBE %	Federal SBE \$\$	Federal SBE %	Total Local \$\$	Local DBE \$\$	Local DBE %	Local SBE \$	LOCAL SBE %
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 63,883,438.52	\$ 298,902.02	0.47%	\$ 2,929,504.04	4.59%	\$ 4,094,298.13	\$ 11,859.89	0.29%	\$ 246,645.99	6.02%	\$ 59,789,140.39	\$ 287,042.13	0.48%	\$ 2,682,858.05	4.49%
		April 1 16 to Sept 30 16	\$ 32,178,592.14	\$ 976,115.34	3.03%	\$ 996,434.97	3.10%	\$ 6,418,545.41	\$ 255,760.97	3.98%	\$ 148,325.08	2.31%	\$ 25,760,046.73	\$ 720,354.37	2.80%	\$ 848,109.89	3.29%
FFY17**		Oct 1 16 to Mar 31 17	\$ 92,516,929.91	\$ 5,611,166.70	6.07%	\$ 3,735,641.71	4.04%	\$ 19,827,518.60	\$ 3,781,098.94	19.07%	\$ 196,188.57	0.99%	\$ 72,689,411.31	\$ 1,830,067.76	2.52%	\$ 3,539,453.14	4.87%
		April 1 17 to Sept 30 17	\$ 40,939,010.42	\$ 478,288.92	1.17%	\$ 1,622,764.06	3.96%	\$ 3,326,175.53	\$ 31,444.62	0.95%	\$ 405,594.52	12.19%	\$ 37,612,834.89	\$ 446,844.30	1.19%	\$ 1,217,169.54	3.24%
FFY18		Oct 1 17 to Mar 31 18	\$ 31,874,559.08	\$ 754,167.60	2.37%	\$ 3,002,750.48	9.42%	\$ 5,888,603.26	\$ 107,876.47	1.83%	\$ 716,139.92	12.16%	\$ 25,985,955.82	\$ 646,291.13	2.49%	\$ 2,286,610.56	8.80%
		April 1 18 to Sept 30 18	\$ 68,024,202.91	\$ 1,725,734.24	2.54%	\$ 4,982,014.37	7.32%	\$ 5,453,720.86	\$ 977,533.90	17.92%	\$ 267,303.01	4.90%	\$ 62,570,482.05	\$ 748,200.34	1.20%	\$ 4,714,711.36	7.54%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 329,416,732.98	\$ 9,844,374.82	2.99%	\$ 17,269,109.63	5.24%	\$ 45,008,861.79	\$ 5,165,574.79	11.48%	\$ 1,980,197.09	4.40%	\$284,407,871.19	\$ 4,678,800.03	1.65%	\$ 15,288,912.54	5.38%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$ 5,715,068.36	7.75%	\$ 8,603,476.55	\$ 204,022.26	2.37%	\$ 182,110.81	2.12%	\$ 65,186,621.36	\$ 402,794.84	0.62%	\$ 5,532,957.55	8.49%
		April 1 19 to Sept 30 19	\$ 40,005,268.47	\$ 6,243,719.33	15.61%	\$ 1,796,894.06	4.49%	\$ 9,005,016.32	\$ 3,884,727.66	43.14%	\$ 644,406.58	7.16%	\$ 31,000,252.15	\$ 2,358,991.67	7.61%	\$ 1,152,487.48	3.72%
FFY20		Oct 1 19 to Mar 31 20	\$ 52,022,126.82	\$ 4,330,163.32	8.32%	\$ 4,831,911.79	9.29%	\$ 7,065,591.07	\$ 84,861.22	1.20%	\$ 1,309,065.78	18.53%	\$ 44,956,535.75	\$ 4,245,302.10	9.44%	\$ 3,522,846.01	7.84%
		April 1 20 to Sept 30 20	\$ 230,588,830.67	\$ 636,712.08	0.28%	\$ 2,322,909.77	1.01%	\$ 130,881,224.89	\$ 135,337.29	0.10%	\$ 242,071.52	0.18%	\$ 99,707,605.78	\$ 501,374.79	0.50%	\$ 2,080,838.25	2.09%
FFY21		Oct 1 20 to Mar 31 21	\$ -	\$ -		\$ -											
		April 1 21 to Sept 30 21	\$ -	\$ -		\$ -											
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports <i>IN PROGRESS</i>)	\$ 396,406,323.87	\$ 11,817,411.83	2.98%	\$ 14,666,783.98	3.70%	\$ 155,555,308.83	\$ 4,308,948.43	2.77%	\$ 2,377,654.69	1.53%	\$240,851,015.04	\$ 7,508,463.40	3.12%	\$ 12,289,129.29	5.10%

*Transit Vehicle Procurements (buses, trolleys) from Transit Vehicle Manufacturers (TVM) are not included in this Report per DOT DBE Regulations. TVMs have their own DBE Program, Goals and Reporting requirements. Inventory procurements are also not included. Only at time an inventory item is issued from store room will the federal/local breakdown be known, not at the time of purchase. *

In FY17, MTS began using the U.S. Small Business Administration Database, which provides a listing of Small Businesses. This Database tracks firms in which revenues and/or number of employees do not exceed the North American Industry Classification System (NAICS) code's small business size standards, which is used to determine whether a DBE is a small business or not.



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

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

SAN DIEGO GAS & ELECTRIC (SDG&E) LICENSE AGREEMENT – FEZ STREET
TRACTION POWER SUBSTATION

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute a license agreement with SDG&E allowing for the construction, maintenance, and operation of a traction powered substation (TPSS) serving the Mid-Coast Light Rail Project (Attachment A).

Budget Impact

The annual license fee to be paid by MTS to SDG&E is \$15,123, escalating 3% per year for thirty (30) years, for a total of \$719,483.01 (through the year 2051). Expenses related to this license agreement will be subject to reimbursement by SANDAG/*TransNet* through March 31, 2048, provided operating funds remain available in *TransNet Extension Ordinance* operating accounts.

DISCUSSION:

The Mid-Coast Trolley will extend UC San Diego Blue Line Trolley service from Santa Fe Depot in Downtown San Diego to the University community, serving major activity centers such as Old Town, UC San Diego, and University Town Centre (UTC). Construction began in fall 2016 and service is anticipated to begin in late 2021. The Trolley extension route begins just north of the Old Town Transit Center and travels in existing railroad right-of-way and alongside Interstate 5 to Gilman Drive. It crosses to the west side of I-5 just south of Nobel Drive and continues on to the UC San Diego campus, crosses back to the east side of I-5 near Voigt Drive to serve the UC San Diego east campus and Scripps Memorial Hospital, transitions into the median of Genesee Avenue, and continues down Genesee Avenue to the UTC Transit Center.



Nine new stations will be constructed at Tecolote Road, Clairemont Drive, Balboa Avenue, Nobel Drive, VA Medical Center, UC San Diego Central Campus, UC San Diego Health La Jolla, Executive Drive, and the Terminus Station at the UTC Transit Center.

The project will connect corridor residents with other Trolley lines serving Mission Valley, East County, and South County. As an extension of the existing UC San Diego Blue Line Trolley, it will offer a one-seat (no transfer) ride from the international border and communities south of Downtown San Diego all the way to the University community. This new service will enhance direct public access to other regional activity centers and improve travel options to employment, educational, medical, and retail centers for corridor residents, commuters, and visitors.

A critical piece of the light rail system infrastructure is the traction power substation (TPSS), which provides electric power to the trolley vehicles. The TPSS is an electrical substation that converts the high voltage alternating current (AC) power from SDG&E into the direct current (DC) power used by light rail vehicles. In order to maintain sufficient power to the light rail system, design standards typically require a TPSS be placed approximately every mile along the trolley guideway. As part of the Mid-Coast Project, the San Diego Association of Governments (SANDAG) and MTS worked to find the best and least intrusive locations for the necessary TPSS equipment. In the UTC segment near the Executive Drive Station, the most suitable location identified and studied is at the site of the existing SDG&E Genesee Substation at 9545 Fez Street.

SANDAG, MTS and SDG&E worked cooperatively to design and plan the construction of the TPSS on an unused portion of the SDG&E Fez Street property. Project schedule needs and new California Public Utilities Commission (CPUC) rules did not provide sufficient timing to initiate and prosecute an action to acquire a permanent easement from SDG&E for this use. Therefore, a 30-year license for the siting of the TPSS at this location was negotiated and processed for approval at the CPUC instead. MTS and SANDAG have reserved their right to seek a permanent easement in the future, with SDG&E reserving its rights to raise objections to this action.

Today's proposed action would authorize the CEO to execute a license agreement with SDG&E allowing for the construction, maintenance, and operation of a traction powered substation (TPSS) serving the Mid-Coast Light Rail Project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft License Agreement (MTS Doc. NO. G2413.0-20)

LICENSE AGREEMENT
(TPSS facility)

THIS LICENSE AGREEMENT (this “Agreement”), made and entered into as of _____, 2020, by and between **San Diego Gas & Electric Company**, a California corporation, hereinafter called “Licensor,” **San Diego Association of Governments**, a transportation planning agency established pursuant to Public Utilities Code section 132005 and Government Code section 6500 et seq. (“SANDAG”), and **San Diego Metropolitan Transit System**, a public agency established under Public Utilities Code section 120000, et seq. (“MTS”, and together with SANDAG, hereinafter, collectively called “Licensee”). Licensor and Licensee are each sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Licensor owns that certain parcel of real property upon which Licensor operates an electric substation commonly known as the Genesee Substation (“Substation”), with said parcel being identified by Assessor Parcel Number(s): 343-140-09-00 in the County of San Diego, California (the “Real Property”).

B. Licensee desires to use a portion of the Real Property as generally depicted in the drawing attached hereto as Exhibit A and as more particularly set forth below:

- (i) a 9,851 square foot portion of the Real Property (“License Premises”) for the construction, installation, operation, repair and maintenance of a Traction Power Substation and related appurtenances (collectively, “TPSS Facilities”), including subsurface duct banks, retaining walls, grounded security fencing and other facilities, in accordance with the Final Plans by Parsons Brinckerhoff (now known as WSP USA) reviewed by Licensor and attached hereto as Exhibit B and made part hereof, to provide power to the Mid-Coast Light Rail Project (“Project”);
- (ii) an 8,710 square foot portion of the Real Property for temporary use only during the initial construction and installation of the TPSS Facilities, as identified on Exhibit A (“Temporary License Area”); and,
- (iii) a 1,132 square foot portion of the Real Property abutting a neighboring property not owned by Licensor for a shared vehicular access driveway for ingress and egress to and from the TPSS Facilities, subject to Paragraph 8 below, as identified on Exhibit A (“Shared Access Area” and together with the License Premises and Temporary License Area, the “License Areas”).

The purposes set forth above in each of subsections (i) – (iii) shall hereinafter be referred to as the “Permitted Purpose” for each of the respective License Areas.

C. Licensee has requested from Licensor and Licensor has agreed to grant to Licensee a license (the “License”) to use the License Areas solely for its respective Permitted Purpose, and for no other purpose, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensors and Licensee hereby agree as follows:

1. Recitals Incorporated: The foregoing recitals are hereby incorporated by this reference.
2. License:

Licensors license to Licensee the License Areas solely for each respective Permitted Purpose under the terms and conditions set forth in this Agreement.

3. Term of License:

With respect to the License Premises and the Shared Access Area, the term ("Term") of this License shall commence upon the full execution of this Agreement by all of the Parties as set forth above ("Commencement Date") and shall expire five (5) years following the Commencement Date ("Expiration Date"), unless the License is earlier revoked or this Agreement is earlier terminated in accordance with the terms, conditions and provisions hereinafter set forth below. Licensors hereby grants to Licensee five (5) successive options to extend the Term for a period of five (5) years each (each, an "Extension Term"), which shall be exercisable only by written notice delivered in accordance with the notice requirements of Paragraph 19 by Licensee to Licensors as set forth in this Agreement no later than sixty (60) days prior to the expiration of the then-existing Term or Extension Term and, provided, Licensee is not in breach of any of the terms or obligations of this Agreement and no other dispute exists at the time of such exercise.

With respect to the Temporary License Area, Licensee shall send Licensors a "Notice of Activation of Temporary License Area" ("Activation Notice") notifying Licensors that Licensee desires to commence use of the Temporary License Area thirty (30) days following delivery of the Activation Notice ("Temporary License Commencement Date"). The term of the license in the Temporary License Area shall expire twelve (12) weeks following Temporary License Commencement Date ("Temporary License Area Term"), unless the License is earlier revoked or this Agreement is earlier terminated in accordance with the terms, conditions and provisions hereinafter set forth below. Notwithstanding anything in this Agreement to the contrary, if Licensee does not commence use of the Temporary License Area within one (1) year following the Effective Date of this Agreement, this License shall expire and be void and of no further force or effect without additional action by either party.

4. License Fee:

With respect to the License Premises and the Shared Access Area, Licensee shall pay to Licensors an annual amount equal to \$ \$15,123 ("License Fee") on or before the Commencement Date to SDG&E Payment Center, P.O. Box 25110 Santa Ana, CA 92799-5110 and in advance or upon the anniversary of the Commencement Date each year during the Term or any Extension Term, without any setoffs or deductions whatsoever. If the Term or any Extension Term terminates on a day other than the anniversary of the Commencement Date, the License Fee for such year during the Term or any Extension Term shall be prorated. The License Fee shall be automatically increased each year on the anniversary of the Commencement Date to an amount equal to one hundred three (103%) of the License Fee of the immediately preceding year.

With respect to the Temporary License Area, during the Temporary License Area Term, Licensee shall pay to Licensors an amount equal to \$1,000 ("Temporary License Fee") per month, with the first Temporary License Fee payment made on or before the Temporary License Commencement Date, to the address set forth above. The Temporary License Fee shall thereafter be paid monthly in advance, and Licensee shall not be entitled to a refund of any portion of the Temporary License Fee if Licensee fails to use the Temporary License Area for the entire month or if the License is terminated during the month.

5. Termination; Revocability of License:

(a) Licensee or Licensors may terminate this Agreement and the License contained herein at any time, for any reason or no reason, by providing thirty-six (36) months' prior written notice, in accordance with the notice requirements of Paragraph 19, to the other Party of its desire to terminate this License. Upon delivery of such written notice, this Agreement and the License contained herein shall automatically terminate, except for any provisions that expressly survive the termination of this Agreement, thirty-six (36) months following delivery of said notice, without the necessity for any further action by either Party, subject to the surrender provisions of Paragraph 17 and 11(h).

(b) If, at any time, Licensee's TPSS Facilities or Licensee's or its employees', contractors', agents', representatives' or invitees' activities upon the License Areas causes any interference with Licensors' use or operation of the Substation as is currently configured or as may otherwise be configured in the future, then Licensors shall provide written notice, in accordance with the notice requirements of Paragraph 19, of such interference to Licensee. Licensee and Licensors shall meet within ten (10) business days following Licensee's receipt of notice in order to determine if the interference can be resolved to Licensors' satisfaction, in its sole and absolute discretion. Licensee shall provide any and all work and design plans to Licensors for review and consent prior to commencing any adjustments, replacements or repairs to address such interference ("Remedial Work"), and Licensee shall comply with any and all additional requirements of Licensors to complete the Remedial Work. If Licensee disagrees with Licensors' additional requirements, the parties shall have an additional thirty (30) days to discuss and come to mutual agreement on the scope of the Remedial Work. If the Parties are unable to agree within the 30-day period, then Licensors may revoke this License with written notice to Licensee and this License shall automatically terminate, except for any provisions that expressly survive the termination of this Agreement, subject to the requirements of Paragraph 17 and 11(h). If Licensors agrees to permit the Remedial Work, then Licensee shall have thirty (30) days to undertake the Remedial Work to Licensors' sole satisfaction. If Licensee is unable to complete the Remedial Work within the 30-day period or Licensors is not satisfied with the Remedial Work, then Licensors may, in its sole discretion, provide Licensee with additional time to complete the Remedial Work. If Licensors does not agree to provide additional time or Licensee is unable to complete the Remedial Work within additional time permitted by Licensors, then Licensors may revoke the License with written notice to Licensee and this License shall automatically terminate, except for any provisions that expressly survive the termination of this Agreement, subject to the requirements of Paragraph 17 and 11(h). Notwithstanding anything to the contrary set forth in this Agreement, if the interference with Licensors' use or operation of its Substation requires immediate resolution, in Licensors' sole and absolute discretion, then Licensors may require Licensee to power down and stop operation of the TPSS Facilities immediately upon notice and Licensee shall comply with such request.

6. Reservation of Rights:

(a) Licensors hereby reserves the right, during the Term, any Extension Term or the Surrender Period (as defined below), without any requirement of notice to or consent of Licensee, to (i) grant, sell, transfer, option, convey, or dispose of all or any portion of Licensors' interest in the Real Property and/or License Areas, and (ii) grant any easement, servitude, restriction, mortgage, deed of trust, security instrument, lease, license, encumbrance, or lien affecting all or any portion of or interest in the Real Property and/or License Areas.

(b) Licensors hereby reserves the right, at any time during the Term, any Extension Term or Surrender Period (as defined below), to enter upon the License Areas for all purposes and uses, subject to reasonable safety protocols established by Licensee.

(c) Licensors hereby reserves access at all times to its secured Substation area ("Substation Area") from Fez Street and via the Access Road (as defined below) and Licensee shall not impede or interfere with Licensors' access to the Substation Area, without the prior written consent of Licensors.

7. Condition of License Areas:

(a) **LICENSEE HEREBY ACCEPTS THE LICENSE AREAS "AS IS, WHERE IS" WITH ALL FAULTS.** This Agreement and the License contained herein is and shall be subject and subordinate to all interests which may now or hereafter affect the Real Property and/or the License Areas and to all mortgages which may now or hereafter affect such interests, the License Areas and/or the Real Property, and to all renewals, refinancings, modifications, replacements and extensions thereof (hereinafter, collectively called, "Superior Interest"). The provisions of this Paragraph 7(a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Licensee shall promptly execute and deliver at its own cost and expense any instrument, in recordable form if required, that Licensors, the holder of any Superior Interest or any of their respective successors in interest may request to evidence such subordination.

(b) Licensee hereby acknowledges that none of Licensors, its current or future parent company, subsidiaries, or its or their officers, employees, directors, shareholders, contractors, agents, representatives, other licensees, invitees, successors and assigns (collectively, "Licensors Parties") or any other party purporting to act on their behalf has made any representation or warranty whatsoever regarding the Real Property and the License Areas, and Licensors hereby disclaims all representations and warranties (whether express or implied) in respect of the Real Property and the License Areas, including but not limited to any implied warranty of habitability or suitability of the License Areas for a particular purpose. Licensee hereby acknowledges that Licensee has conducted its own due diligence in respect of the Real Property and the License Areas and has independently (and not in reliance on any representations or warranties of Licensors, the Licensors Parties or any other party purporting to act on their behalf) determined to use the License Areas for each respective Permitted Purpose.

(c) Licensee hereby assumes any and all risks arising from the physical condition of the Real Property and the License Areas, including but not limited to the risk that patent or latent defects and/or hazardous conditions may now or hereafter exist within the Real Property and the

License Areas. Licensor hereby disclaims any and all responsibility or liability for any injury, damage, lien, judgement, loss, liability, claim, cause or action, suit, demand, obligation, fee, damage, cost, expense, fine, penalty, or other expenses of any type whatsoever, whether consequential, direct, indirect, punitive, or otherwise, including but not limited to in-house and outside attorney's fees, witness fees and consultant fees (collectively, "Claims"), that Licensee or its affiliates, employees, agents, representatives, invitees, licensees, permittees, contractors, and/or subcontractors (collectively, the "Licensee Parties") may suffer or incur as a result of the physical condition of the Real Property and the License Areas, including but not limited to the existence of any patent or latent defects and/or hazardous conditions.

8. No Access to License Premises:

Licensee acknowledges and agrees that this License does not provide Licensee with a right of ingress to and egress from public roads to the TPSS Facilities and that Licensee shall be responsible to obtain a right of ingress and egress from the neighboring property owner for use of an existing access road from Eastgate Mall to the rear gate of the Substation Area to access the License Premises (the "Access Road"). Licensor shall not object to Licensee's use of the Access Road; provided, that Licensee and its employees, contractors, agents, representatives and invitees shall (a) comply with all Applicable Laws (as defined below) in utilizing the Access Road, (b) use the Access Road in a manner that does not interfere with the activities of Licensor and the Licensor Parties in respect of the License Premises and the Real Property, (c) not modify or change the Access Road without prior consent of Licensor, and (d) promptly repair or restore, without cost to Licensor, any damage to the Access Road from Licensee's and Licensee Parties' activities in and around the License Areas. Additionally, Licensor shall have unimpeded twenty-four (24) hour a day, seven (7) day a week vehicular access over the Access Road; provided, that if, in rare circumstances, it is necessary for Licensee to use vehicles or equipment weighing within Federal Highway Administration Class 5 or higher or extending more than 20 feet above grade in height ("Heavy Equipment") over the Access Road for a limited time, then Licensee shall, at least three (3) weeks prior to the proposed use, provide Licensor with notice and detailed information and plans regarding Licensee's proposed work and access uses and obtain Licensor's written consent, in Licensor's reasonable discretion.

Licensee shall not access the License Area through the Substation Area, except with Licensor's prior written consent, in Licensor's sole and absolute discretion. If access is granted to Licensee, Licensee shall be required, at Licensee's sole cost and expense, to have a Qualified Electrical Worker escort Licensee in and about the Substation Area at all times.

9. Use of License Areas:

(a) Licensee shall use each of the License Areas solely for each respective Permitted Purpose, as described in Recital B above, and for no other purpose.

(b) Licensee shall obtain all permits and approvals required by all federal, state, county, municipal or other local governmental authorities, bureaus, or agencies (each, a "Governmental Authority") with respect to any activity conducted by Licensee or the Licensee Parties in respect of the License or the License Areas (collectively, the "Permits and Approvals"). At all times during the Term, any Extension Term or the Surrender Period, Licensee shall comply (and shall cause the Licensee Parties to comply) with (i) the terms and conditions of all Permits and

Approvals, and (ii) all federal, state, county, municipal, and other local laws, statutes, codes, ordinances, rules, regulations, directives, policies, decisions, guidelines, and orders now or hereafter applicable to Licensee, the License Areas, or the Permitted Purpose (collectively, as the same may be amended from time to time, "Applicable Laws"). Licensee shall promptly notify Licensors if Licensee or any of the Licensee Parties receive any notice of any violation of the Permits and Approvals or any Applicable Law. Licensee shall cure any violation of the Permits and Approvals or any Applicable Law within ten (10) days after receiving notice of such violation, provided that if such violation is not capable of being cured within ten (10) days, Licensee shall commence to cure such violation within ten (10) days and shall be diligently prosecuting such cure to completion within thirty (30) days after receiving notice of such violation.

(c) At all times during the Term, any Extension Term or the Surrender Period, Licensee shall conduct (and shall cause the Licensee Parties to conduct) all activities in respect of the License and the License Areas in a manner (i) that will not interfere with the activities of Licensors and/or the Licensors Parties in respect of the License Areas and/or the Real Property, and (ii) designed to guard against soil erosion, explosions, and fires within the License Areas, the Real Property and any adjacent properties. In addition, Licensee shall comply (and shall cause the Licensee Parties to comply) at all times during any construction or major maintenance or repair work (other than non-intrusive day-to-day maintenance and repair) during the Term, any Extension Term or the Surrender Period with Licensors' additional requirements ("Additional Requirements") set forth on Exhibit C attached hereto and incorporated by this reference.

(d) None of Licensee or the Licensee Parties shall cause or permit (i) any activity to occur in respect of the License or the License Areas that constitutes waste or public or private nuisance, (ii) any explosive or highly flammable substances or materials to be stored, released, generated, placed, handled, or used within the Real Property and the License Areas, (iii) any recreational vehicles to be parked within the Real Property, or (iv) any party to live or reside within the License Areas. Neither Licensee nor the Licensee Parties shall make or permit to be made any use of the License Areas which may invalidate or increase the premium cost of any policy of insurance carried on, or self-insurance applicable to, the Real Property or covering its operations.

(e) Without the prior written consent of Licensors, which may be withheld in Licensors' sole discretion, none of Licensee or the Licensee Parties shall cause or permit (i) any buildings, structures, or other improvements to be constructed, erected, or installed within the License Areas save those structures and improvements already onsite, if any, or as depicted and described on Exhibit B as reviewed by Licensors, (ii) any heavy machinery or equipment to be operated or stored within the License Areas or the Real Property, except that Licensors' consent shall not be required for the use or storage of heavy machinery or equipment that does not qualify as Heavy Equipment and will be contained entirely within the License Premises, (iii) the ground surface elevation of the License Areas to be changed in any manner, or (iv) the ground within the License Areas to be penetrated in any manner.

(f) Licensee shall keep (and shall cause all Licensee Parties to keep) the Real Property and the License Areas free from and shall promptly discharge any liens arising from any work performed, material furnished, obligations incurred, or any other thing done or permitted by Licensee and/or the Licensee Parties in respect of the License or the License Areas; provided that Licensee (or a Licensee Party) may dispute any such lien so long as Licensee (or such Licensee Party) first posts a bond for such lien in the amount required by Licensors.

(g) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 9, then Licensors may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, promptly pay to Licensors all costs incurred by Licensors and the Licensors Parties in curing such failure.

(h) Licensee assumes full responsibility for protecting the License Premises and any equipment and supplies that Licensee or the Licensee Parties may place within the License Premises from theft, robbery and pilferage, and for keeping the License Premises secure. All property belonging to Licensee or the Licensee Parties shall be there at the risk of the Licensee or the Licensee Parties only, and Licensors and the Licensors Parties shall not be liable for damage thereto or theft or misappropriation thereof.

(i) Licensee shall be responsible to promptly address any and all inquiries, complaints or questions from the public or other third parties regarding any issue involving the TPSS Facilities, and Licensors will forward any and all inquiries, complaints or questions regarding the TPSS Facilities to Licensee for handling in all instances.

(j) Licensee shall, at its sole cost and expense, upon completion of initial construction and installation of the TPSS Facilities and throughout the Term, any Extension Term or the Surrender Period, be responsible to restore and repair any damage to the Real Property and License Areas resulting from Licensee or Licensee Parties use, occupancy and activities upon the Real Property to the condition immediately preceding Licensee's use, occupancy and activities thereupon under this License to Licensors's satisfaction, in its sole and absolute discretion. Any restoration and repair work by Licensee upon the Real Property outside of the License Premises shall be completed in accordance with Licensors's engineering standards and utilizing only Licensors-approved contractors. Further, if Licensors prefers to conduct the restoration and repair work itself, Licensee shall be responsible for Licensors's cost to repair any damage, and Licensee shall, upon demand, promptly pay Licensors for all repair costs incurred by Licensors.

10. Maintenance of License Premises:

(a) At all times during the Term, any Extension Term or the Surrender Period, Licensee shall, at its sole expense, maintain the License Premises in good condition, working order, and repair. Without limiting the generality of the foregoing sentence, Licensee shall keep (and shall cause the Licensee Parties to keep) the License Premises clean and free from any trash, rubbish, debris, waste, weeds, brush, and/or explosive or highly flammable materials. Licensee shall not store any personal property, equipment, materials, waste or other matter near or against the Substation Area perimeter fencing in such a way that could allow unauthorized entry into the Substation Area.

(b) During the Term, any Extension Term and the Surrender Period, none of Licensors or the Licensors Parties shall have any obligation to (i) maintain, improve, alter, or repair the License Premises, or (ii) furnish any utilities to the License Premises, including but not limited to electricity, gas, water, or telephone service. Licensee shall pay the cost of any such utilities furnished to the License Premises.

(c) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 10, then Licensors may (but shall not be obligated to) cure

such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensors all costs incurred by Licensors and/or any Licensors Parties in curing such failure.

(d) Licensee shall construct and maintain in good repair a retaining wall around the portion of the License Premises surrounding the TPSS Facilities and shall also install and ground fencing, such wall and grounding to be completed in accordance with Licensors's standards and utilizing only Licensors-approved contractors, around the TPSS Facilities, to secure the TPSS Facilities and also to separate it from the Substation Area. If Licensee's foregoing construction activities shall require reinforcement of any soils in and around the License Areas, Licensee shall not permit any soil reinforcement to encroach in the Substation Area, to cross the fencing surrounding the Substation Area, or to encroach upon any easement, other Superior Interest or over, above or under Licensors's facilities in the Real Property, including, without limitation, Licensors's underground facilities. Licensee shall be required at all times to display prominent signage on all sides of the TPSS Facilities or the License Premises (i) identifying Licensee as the owner responsible for the TPSS Facilities and (ii) providing a contact telephone number for Licensee. Licensors shall approve of such signage before installation.

(e) Licensee shall furnish at its expense all personnel necessary to operate the TPSS Facilities and shall provide at its own expense all security necessary for use of the License Premises.

11. Improvement of License Premises:

(a) None of Licensee and/or the Licensee Parties shall cause or permit any alteration, modification, building, structure, landscaping, or other improvement (each, an "Alteration") from the plans attached as Exhibit B to be made, constructed, or installed within the License Premises without the prior written consent of Licensors, such consent to be in Licensors's sole discretion. At least two (2) weeks prior to constructing such Alteration, Licensee shall provide Licensors with complete plans and designs for the Alteration for Licensors's review and approval.

(b) If Licensors grants its prior written consent to any Alteration, none of Licensee or the Licensee Parties shall cause or permit work to begin with respect to such Alteration unless and until Licensors has reviewed and granted written approval, in Licensors's sole discretion, of all plans and specifications for such Alteration. Upon Licensors's written approval, such Alteration shall be deemed to be a "Permitted Alteration."

(c) Any work performed in connection with any Permitted Alteration shall be performed in accordance with all Applicable Laws and the terms and conditions contained in this Agreement.

12. Environmental Compliance:

(a) The term "Environmental Law" shall mean any Applicable Law pertaining to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns, the regulations promulgated pursuant thereto, and the conditions of any permits, judgments, agreements, or authorizations issued pursuant thereto, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 43 U.S.C. §9601 et seq., (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., (iii) the Toxic Substances Control Act of 1976 (TSCA),

15 U.S.C. §2601 et seq., (iv) the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., (v) the Clean Water Act, 33 U.S.C. §1251, et seq., (vi) the Porter Cologne Water Quality Act, California Water Code §13000 et seq., and (vii) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5 et seq., (viii) The Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code, §25300 et seq., (ix) The California Hazardous Waste Control Law (California Health & Safety Code, §15200 et seq., (x) The Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and (xi) the California Occupational Safety and Health Act (California Labor Code §6300 et seq.).

(b) The term “Hazardous Substance” as used in this Agreement shall mean any products, substance, chemical, material, or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the License Areas, is either; (i) potentially injurious to the public health, safety, or welfare, the environment, or the Real Property and the License Areas, (ii) regulated or monitored by any Governmental Authority, or (iii) a basis for liability of Licensor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

(c) The term “Environmental Activity” shall mean the use, generation, treatment, storage, handling, release, or threatened release of any Hazardous Substance in, on, under, or about the License Areas or the underlying ground water or the transportation or migration of any Hazardous Substance to or from the License Areas.

(d) At all times during the Term, any Extension Term or the Surrender Period of the License, Licensee shall comply (and shall cause the Licensee Parties to comply), at Licensee’s sole cost and expense, with all Environmental Laws, now in effect or which may hereafter come into effect. Licensee and/or the Licensee Parties may not conduct an Environmental Activity on, under, or about the License Areas at any time.

(e) Licensee shall (and shall cause the Licensee Parties to) deliver written notice to Licensor in accordance with Paragraph 19 below within twenty-four (24) hours of receiving actual notice of any of the following:

(i) Any proceeding or inquiry by any Governmental Authority with respect to (A) the presence of any Hazardous Substance on, under, or about the License Areas, (B) the migration of any Hazardous Substance to or from the License Areas, or (C) any Environmental Activity.

(ii) Any threatened or actual claim by any third party against any of Licensor, the Licensor Parties, Licensee, the Licensee Parties, or the License Areas relating to or resulting from (A) the presence of any Hazardous Substance on, under, or about the License Areas, (B) the migration of any Hazardous Substance to or from the License Areas, or (C) any Environmental Activity.

(iii) The discovery of any occurrence or condition on or near the License Areas that has caused or could cause the License Areas to be contaminated with a Hazardous

Substance or subject to any ownership, occupancy, transferability, or use restrictions under any Environmental Law.

Licensee shall also immediately give Licensors a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party, or persons entering or occupying the License Areas, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the License Areas.

(f) Licensee and its successors and assigns shall be liable and responsible for any Hazardous Substances brought on or released on, in, under, or within the License Areas by Licensee, Licensee Parties, or any persons or entity under Licensee's control during the Term, any Extension Term or the Surrender Period. Licensee and its successors and assigns shall indemnify, protect, defend, reimburse, and hold Licensors and the Licensors Parties harmless from and against any and all Claims, including the cost of remediation (which includes, but is not limited to, any remediation required by a governmental agency), arising out of or in connection with the introduction of any Hazardous Substance onto the Real Property and the License Areas by or for Licensee, Licensee Parties, or any persons or entity under Licensee's control. Licensee's obligations (including, but not limited to paying for the cost and expense) under this Paragraph 12 shall include, but not be limited to: (i) removal from the Real Property and the License Areas of any such Hazardous Substances; (ii) removal from any area outside the License Areas, including but not limited to surface and ground water, of any such Hazardous Substance generated as part of the operations within the License Areas; (iii) damages to persons, property, and the Real Property and the License Areas; (iv) all claims resulting from those damages; (v) fines or penalties imposed by any government agency, and (vi) any other liability as provided by Applicable Laws. No termination, cancellation or release agreement entered into by Licensors and Licensee shall release Licensee from its obligations under this Agreement with respect to any Hazardous Substance, unless specifically so agreed by Licensors in writing at the time of such agreement. Licensors shall have the right (but shall not be obligated) to approve, in its sole discretion, any and all contractors hired by Licensee or Licensee Parties to perform such mitigation or remediation work.

(g) Licensors shall have the right to enter the License Premises with twenty-four (24) hours' notice to Licensee, and Licensee shall provide Licensors an escort, for the purpose of inspecting and/or assessing the condition of the License Premises and for verifying compliance by Licensee, Licensee Parties or any persons or entities under Licensee's control with this License, and all Applicable Laws. The costs and expenses of any such inspections and/or assessments on the License Premises shall be paid by Licensors, unless a violation of Applicable Laws or a contamination caused by Licensee, Licensee Parties or any persons or entities under Licensee's control requiring investigation, removal, remediation, or restoration under Applicable Laws is discovered, or unless such inspection is required by a Governmental Authority. If such a violation or contamination occurs, Licensee shall, within fifteen (15) days of Licensors's written request, reimburse Licensors for all reasonable costs and expenses arising out of such inspections.

(h) Upon termination of this Agreement and the License herein, prior to surrendering possession of the License Areas, and in addition to the requirements set forth in Paragraph 17, Licensee shall (and shall cause the Licensee Parties to) remove any personal property, equipment,

appurtenances, fixtures, facilities, and/or storage devices or vessels that are contaminated by or contain Hazardous Substances or are used in connection with any Environmental Activity.

(i) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 12, then Licenser may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, promptly pay to Licenser all costs incurred by Licenser and/or any Licenser Parties in curing such failure.

(j) The obligations set forth in this Paragraph 12 are independent of any other obligations contained in this Agreement and shall survive the expiration or earlier termination of this Agreement.

13. Taxes:

(a) Licensee is a tax-exempt public agency and Licensee represents and warrants to Licenser that Licensee is not aware of any tax that would be owed based on this Agreement or the TPSS Facilities constructed and owned by Licensee in accordance with this Agreement. To the extent Licensee's use of the License Premises results in the levy or assessment of a tax, Licensee shall be responsible to promptly pay such amounts to the taxing authority, or timely appeal such levy or assessment. Under no circumstances shall Licensee's use of the License Areas require Licenser to pay any taxes or penalties, except for taxes related to Licenser's receipt of the License Fee under Paragraph 4, if any.

(b) Licensee shall pay any taxes levied or assessed on any personal property installed or placed within the License Premises by Licensee or the Licensee Parties. Licensee shall not be responsible for taxes levied against improvements and personal property placed or constructed on the License Premises by Licenser.

14. Insurance:

(a) At all times during the Term, any Extension Term or the Surrender Period, Licensee shall, at its own cost and expense, maintain in effect the following insurance coverages in amounts not less than the following minimum limits:

(i) Workers' Compensation and Employer's Liability insurance in accordance with statutory requirements and limits. Licensee shall also maintain Employer's Liability coverage in the amount of not less than \$1,000,000 per accident and per employee for disease. In lieu of such insurance, Licensee may maintain a self-insurance program meeting the requirements of the state(s) in which the services shall be performed along with the required Employer's Liability insurance,

(ii) Commercial General Liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$4,000,000 in the aggregate for bodily injury and property damage and shall contain a severability of interest or cross-liability clause,

(iii) Automobile Liability insurance insuring against liability for damages for bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use by or on behalf of the Licensee. Such coverage shall be in an amount of not less than \$1,000,000.00 combined single limit, and

(b) On or prior to the Commencement Date and at any time during the Term, any Extension Term or the Surrender Period, upon Licensor's request, Licensee shall provide Licensor with statements or self-insurance, insurance policies or current certificates including applicable endorsements, and renewal certificates thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, evidencing the insurance coverages required to be maintained by Licensee under Paragraph 14(a) above. Such policies shall:

(i) name Licensor and its parent company, and its subsidiaries, affiliates and its respective officers, directors, employees, agents, representatives, successors and assigns as an additional insured for all required policies under Paragraph 14(a) except workers' compensation insurance.

(ii) contain a waiver of subrogation in favor of Licensor for all policies in Paragraph 14(a),

(iii) state that such insurance coverage is primary for all purposes, and

(iv) state that no insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to Licensor, ten (10) days for non-payment of premium.

(c) All required policies of insurance shall be written by companies having an A. M. Best rating of "A-, VII" or better, or equivalent and authorized to transact business in the State of California by the Insurance Commission of California.

(d) Licensee shall be solely responsible for any deductible or self-insured retention on insurance required in Paragraph 14(a).

(e) The obligation to maintain the insurance coverages set forth in this Paragraph 14 shall not in any way limit or diminish any of Licensee's other obligations, responsibilities or liabilities under this Agreement.

15. Indemnification:

(a) Licensee hereby agrees to indemnify, defend, and hold harmless Licensor and the Licensor Parties from and against any and all Claims arising out of or in connection with (i) this Agreement and (ii) Licensee's or any Licensee Party's use, maintenance, presence on, or occupation of the License Areas.

(b) Licensor shall deliver written notice to Licensee in accordance with Paragraph 19 below within ten (10) business days of receiving actual notice of any of the following:

(i) Any proceeding or inquiry by any Governmental Authority with respect to Licensee's or any Licensee Party's use, maintenance, presence on, or occupation of the License Areas; or

(ii) Any threatened or actual claim by any third party relating to Licensee's or any Licensee Party's use, maintenance, presence on, or occupation of the License Areas.

Licensee shall also give Licensor a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party, or persons entering or occupying the License Areas, concerning the matter identified in Paragraph 14(b)(i) or Paragraph 14(b)(ii) above.

(c) Upon demand by Licensor or any Licensor Parties, Licensee shall defend, at Licensee's sole expense, with counsel reasonably acceptable to such Licensor Parties, any Claims brought against Licensor and/or Licensor Parties with respect to which Licensee is obligated to defend the under Paragraph 15(a) above, unless in the opinion of counsel for Licensor a conflict of interest between Licensor and Licensee may exist with respect to such Claim. If a conflict precludes Licensee from assuming the defense, then Licensee shall reimburse Licensor on a monthly basis for Licensor's reasonable defense costs through separate counsel of Licensor's choice. If Licensee assumes the defense of Licensor with acceptable counsel, Licensor, at its sole option and expense, may participate in the defense with counsel of Licensor's own choice without relieving Licensee of any of its obligations hereunder. In the event that Licensee settles any such Claim, such settlement shall include a dismissal with prejudice of the Claim and an explicit and unconditional release (including a waiver of Section 1542 of the California Civil Code) from the party bringing such Claim. In lieu of tendering the defense of a Claim to Licensee under this Paragraph 15(c), Licensee and Licensor may mutually agree that Licensor directly resolve the Claim, subject to reimbursement by Licensee. Any reimbursement of amounts paid by Licensor to resolve a claim shall occur within a reasonable time, but no later than ninety (90) days after final resolution of the Claim by Licensor.

(d) The obligations of Licensee under this Paragraph 15 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Licensee under any worker's compensation acts, disability benefit acts, or other employee benefit acts.

(e) Nothing contained herein shall operate as a limitation on the right of Licensor to bring an action for damages against any third party, including indirect, special, or consequential damages, based on any acts or omissions of such third party. Licensee shall assign such rights of claims, execute such documents, and do whatever else may be reasonably necessary to enable Licensor to pursue any such action against such third party.

(f) The obligations of Licensee under this Paragraph 15 shall survive the expiration or earlier termination of this Agreement.

16. Release:

(a) Licensee, on behalf of itself and the Licensee Parties, hereby releases, waives, and forever discharges Licensor and the Licensor Parties from any and all past, present, or future Claims of any nature whatsoever, known or unknown, arising from, related to, or regarding the presence on or occupation of the License Areas by Licensee and/or the Licensee Parties or any other exercise of the rights granted to Licensee and/or the Licensee Parties under this Agreement ("Release").

(b) Licensee, on behalf of itself and the Licensee Parties, expressly and voluntarily waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code if

in any way applicable to the Release. Section 1542 of the California Civil Code provides as follows:

GENERAL RELEASE CLAIMS EXTINGUISHED: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Licensee acknowledges that it has received the advice of legal counsel with respect to the Section 1542 waiver and understands the terms of such waiver. Licensee hereby acknowledges it is aware that Licensee and/or the Licensee Parties may hereafter discover facts different from or in addition to those which Licensee and/or the Licensee Parties now know or believe to be true with respect to the Release, and Licensee agrees that the Release shall be and remain in effect as a full and complete mutual release notwithstanding any such different or additional facts.

SANDAG Licensee Initials: _____ **MTS Licensee Initials:** _____

17. Condemnation:

(a) If all or any portion of the License Premises is taken by any public or quasi-public authority under the power of condemnation or eminent domain, the License shall terminate as to that portion so taken on the date that such taking becomes final (the "Condemnation Date"). With respect to the remaining portion of the License Premises, Licensee may terminate the License as of the Condemnation Date by delivering written notice to Licensor in accordance with Paragraph 19 below on or before the Condemnation Date, provided that if Licensee fails to deliver such written notice to Licensor on or before the Condemnation Date, then the License shall continue in full force and effect in accordance with this Agreement.

(b) Any and all awards or damages granted in connection with such taking (the "Condemnation Award") shall belong to and be the sole property of Licensor, provided that, if Licensee is not allowed to remove any personal property, equipment, appurtenances, fixtures, buildings, structures, improvements or facilities (including, without limitation, the TPSS Facilities) constructed, installed, placed, or stored on or in the License Areas by Licensee or any Licensee Party (collectively, the "Licensee Property") from the portion of the License Premises taken and Licensee would otherwise be permitted to remove such Licensee Property under this Agreement, then Licensee shall receive that portion of the Condemnation Award paid to Licensor that is attributable to such Licensee Property so retained.

(c) As material consideration for Licensor's obligations under this License, Licensee fully waives, releases and discharges Licensor and all Licensor Parties from and against any and all Claims, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the expiration or termination of this License as provided for herein, or the discontinuance or relocation of Licensee's business operations, or the relocation of any person, business, or other occupant located on or within the premises, including the waiver and release of

all business goodwill claims (if any), lost profits and all relocation rights and benefits available under Applicable Laws.

18. Surrender of License Areas:

(a) Upon the expiration or earlier termination of this Agreement, Licensee shall promptly power down and stop operation of the TPSS Facilities; provided, Licensee shall have one (1) year from the expiration or earlier termination of this Agreement (“Surrender Period”) (i) to remove from the License Areas all Licensee Property and (ii) to restore, vacate and surrender the License Areas to Licensor and deliver the License Areas to Licensor clean and free from any trash, rubbish, debris, waste, weeds, brush, explosive or highly flammable materials, and/or Hazardous Substances and otherwise in a condition satisfactory to Licensor. Licensee’s obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

(b) If Licensee fails to comply with any of the obligations set forth in this Paragraph 18, the Licensor may (but shall not be obligated to) cure such failure at Licensee’s sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor in performing such obligations, including but not limited to all labor costs, overhead expenses, rental of storage space, equipment rental, materials, and machinery fuel costs.

(c) During the Surrender Period, Licensee shall continue to pay the annual License Fee prorated for the period that Licensee and/or such Licensee Party continues to occupy the License Areas following the expiration or termination date, and Licensee shall also be responsible to pay any taxes consistent with Paragraph 13 with respect the License Premises or arising from Licensee’s TPSS Facilities until Licensee has surrendered the License Areas to Licensor pursuant to the terms of this Paragraph 18. Licensee’s payment of such amounts and taxes during the Surrender Period shall not be construed to extend the Term or any Extension Term, or prevent Licensor from immediate recovery of possession of the License Areas by summary proceedings or otherwise.

(d) The obligations of Licensee under this Paragraph 18 shall survive the expiration or earlier termination of this Agreement.

19. Notices:

(a) All notices required to be given in accordance with this Paragraph 19 shall be in writing, addressed to the recipient Party at the address listed below, and: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier; or (iii) sent by email, or similar means, provided that a copy of the notice is also sent by certified mail, in which case notice shall be deemed delivered on transmittal by email or other similar means provided that a transmission report or email is generated reflecting the accurate transmission of the notices. Each Party’s address for notices under this Agreement is set forth below:

- | | | |
|-----|-----------------|---|
| (i) | If to Licensor: | San Diego Gas & Electric Company
8335 Century Park Court, CP-12A |
|-----|-----------------|---|

San Diego, California 92123
Attention: Adam C. Smith
Telephone: (858) 637-3789
Email: asmith@sdge.com

With a copy to: San Diego Gas & Electric
Law Department
8330 Century Park Court, CP32C
San Diego, CA 92123
Attention: Sr. Real Estate Counsel
Telephone: (858) 636-6846
Email: kmurakawa@sdge.com

(ii) If to Licensee: San Diego Association of Governments
Attn: John Kirk
401 B Street, Suite 800
San Diego, CA 92101
Telephone: (619) 531-3695
Email: john.kirk@sandag.org

San Diego Metropolitan Transit System
Attn: General Counsel
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Telephone: 619-557-4512
Email: karen.landiers@sdmts.com

20. Disclosure Regarding Electric and Magnetic Fields:

Licensor hereby notifies Licensee and the Licensee Parties that due to the presence of electric utility facilities within or near the License Areas, electric, and magnetic fields (EMF) may be present. The medical and scientific communities have been unable to determine whether EMF causes health effects or establish any standard or level of exposure that is known to be either safe or harmful. Many researchers believe that if there is a risk of adverse health effects from EMF, the risk is probably low but warrants further investigation.

21. No Assignment:

SANDAG is constructing the Project. Upon completion of the Project, the Project and the TPSS Facilities will be transferred to MTS to own, maintain, and operate. Consequently, so long as Licensee is not in default of its obligations under this Agreement and no dispute exists between Licensor and Licensee, then upon completion of the Project by SANDAG and transfer of the Project assets, including the TPSS Facilities, to MTS (i) SANDAG shall cease to be a party to this Agreement and (ii) MTS shall fully assume all of the rights, obligations and liabilities of Licensee under this Agreement, which shall all occur automatically without the need for further action on the part of any Party and provided it shall not relieve SANDAG of its liabilities or obligations under or in connection with this Agreement. Subject to the foregoing, Licensee shall not be

permitted to assign this Agreement at any time to another party without the prior written consent of Licensor ("Permitted Assignment"), which consent may be withheld in Licensor's sole discretion. Except for a Permitted Assignment, Licensee may not assign this Agreement or any interest herein, either in whole or in part, to any other person or entity at any time. Licensee is specifically prohibited from sublicensing, leasing, licensing, renting or allowing the occupation of the License Areas, or any interest therein, either in whole or in part, to any other person or entity.

22. Attorney's Fees:

If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the Prevailing Party shall be entitled to recover from the other Party (as an element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorney's fees), costs and expenses incurred by the Prevailing Party in such action or proceeding (including any appeals). For the purposes of this Paragraph 22, the term "Prevailing Party" shall mean the Party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. The Party not entitled to recover its costs shall not recover any attorney's fees, costs, or expenses.

23. Time of the Essence:

Time is of the essence of each and all of the terms and provisions of this Agreement.

24. Governing Law and Venue:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law principles.

(b) The Parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in San Diego, California. By execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits to the jurisdiction of such courts, generally and unconditionally, in connection with any such legal action or proceeding.

25. Severability:

If any part, paragraph, or provision of this Agreement should be invalid, then all the remaining parts, paragraphs, and provisions of this Agreement shall continue in full force and effect.

26. Rules of Construction:

(a) Headings contained in this Agreement are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form of any word shall include the plural form and vice versa.

(b) This Agreement has been prepared, examined, negotiated, and revised by each Party and its counsel, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Agreement.

27. No Lease; No Other Rights:

This Agreement creates a License only and does not and shall not be deemed to constitute a lease, easement or other conveyance of the License Areas by Licensor to Licensee, or (except as expressly set forth herein) to confer upon Licensee any right, title, estate or interest in the License Areas, including but not limited to any prescriptive rights, by virtue of the License, this Agreement or any holding over or failure to vacate or surrender the License Areas upon the expiration or earlier termination of the License. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensee and Licensor be deemed to be a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants. In no event shall the parties be deemed partners or agents of one another. This Agreement grants to Licensee only a personal privilege to use the License Areas for the respective Permitted Purpose during the Term or any Extension Term, on and subject to the terms and conditions set forth herein.

THIS AGREEMENT IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATES A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF. LICENSEE ACKNOWLEDGES THAT ITS AGREEMENT TO TREAT THIS AGREEMENT AS A LICENSE FORMED A MATERIAL PART OF THE CONSIDERATION FOR LICENSOR'S AGREEMENT TO ENTER INTO THIS AGREEMENT.

28. Entire Agreement; Amendment:

This Agreement contains the entire agreement of the Parties with respect to the License and the other matters set forth in this Agreement and supersedes all prior agreements, oral or written, between the Parties with respect to the License and/or any other matters set forth in this Agreement. This Agreement may not be amended except by a written instrument signed by all Parties.

29. Events of Default; Remedies.

Licensee shall be considered to be in default of this Agreement upon Licensee's failure to pay when due all or any portion of the License Fee or any other monetary obligation to be paid under this Agreement, or Licensee's failure to comply with any term, provision or covenant of this Agreement, if the failure is not cured within ten (10) days after written notice to Licensee is delivered in accordance with the notice requirements of Paragraph 19. Upon any default, Licensor shall have the right without notice or demand to terminate this Agreement, in which case Licensee shall surrender the License Areas to Licensor pursuant to the requirements of Paragraphs 17 and 11(h). If Licensee fails to surrender the License Areas, Licensor may, in compliance with Applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the License Areas. Licensee shall pay Licensor on demand the amount of all past due License Fees, plus other losses and damages which Licensor may suffer as a result of Licensee's default. In addition to the right to terminate this Agreement and collect damages, Licensor shall have the right to pursue any other remedy now or hereafter available at law or in equity. Money damages may not be a sufficient remedy for the breach of this Agreement, and Licensor is entitled to seek specific performance and injunctive relief or other available equitable relief as a remedy for any such breach.

30. Counterparts:

This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or telefacsimile shall be equally as effective as delivery of an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

31. Limited Liability:

The liability of Licensors under this Agreement shall be limited solely to Licensors' equity interest, if any, in the Real Property. In the event of any sale or other transfer of Licensors' interest in the Real Property, Licensors shall be automatically relieved of any and all obligations and liabilities on the part of Licensors accruing from and after the date of such transfer.

32. No Interest in the Licensee Property:

Under no circumstances shall this Agreement confer upon Licensors any right, title, estate, lien, claim, or other interest in the Licensee Property.

33. No Waiver of Right to Seek Permanent Property Right:

Nothing in this Agreement shall be construed as a waiver of Licensee's right to seek a permanent property right for the License Areas from Licensors, or to seek a credit against the value of such property right based on the License Fee paid pursuant to Paragraph 4. Conversely, nothing in this Agreement shall be construed as a waiver by Licensors of its right to contest or negotiate the terms of such permanent property right and credit.

[Signatures on next page.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

LICENSOR:

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Name: Adam C. Smith

Title: Real Estate Portfolio Manager

LICENSEE:

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: _____

Name: Hasan Ikhata

Title: Executive Director

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By: _____

Name: Sharon Cooney

Title: Chief Executive Officer

Exhibit A
LICENSE AREAS

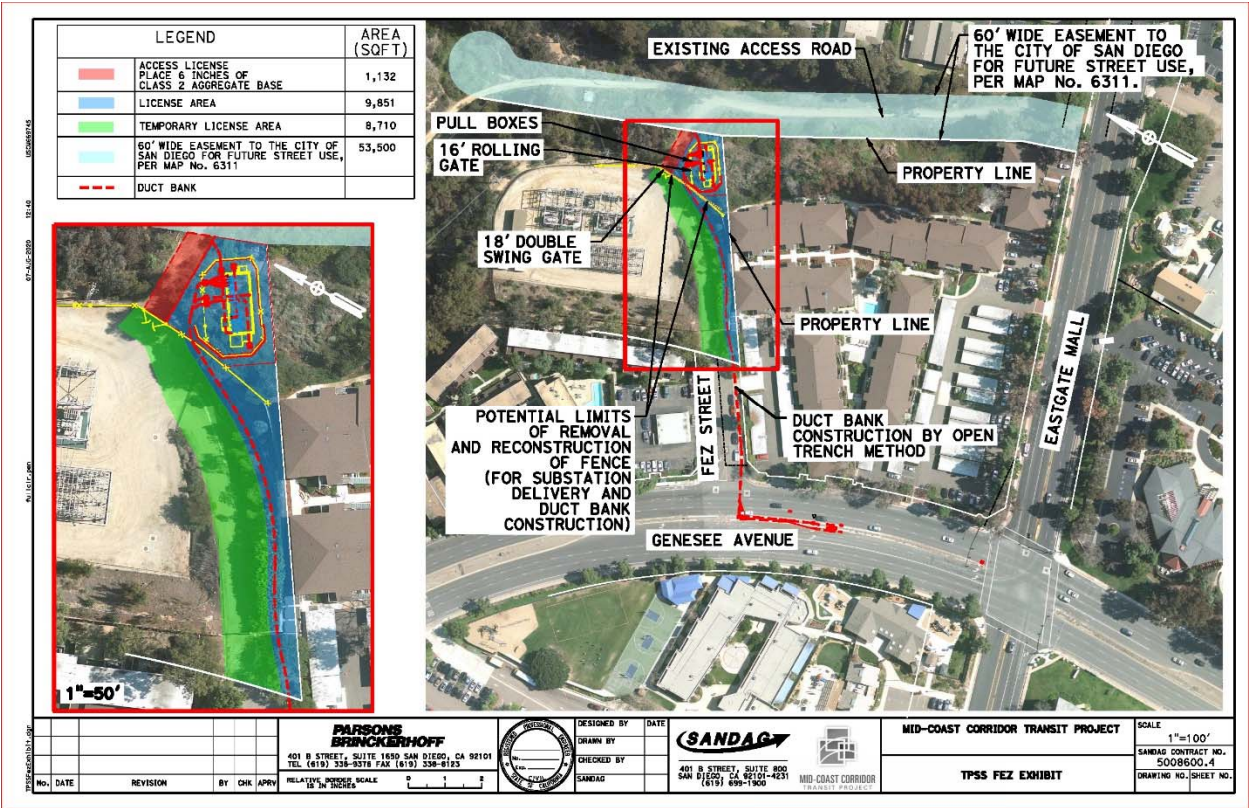
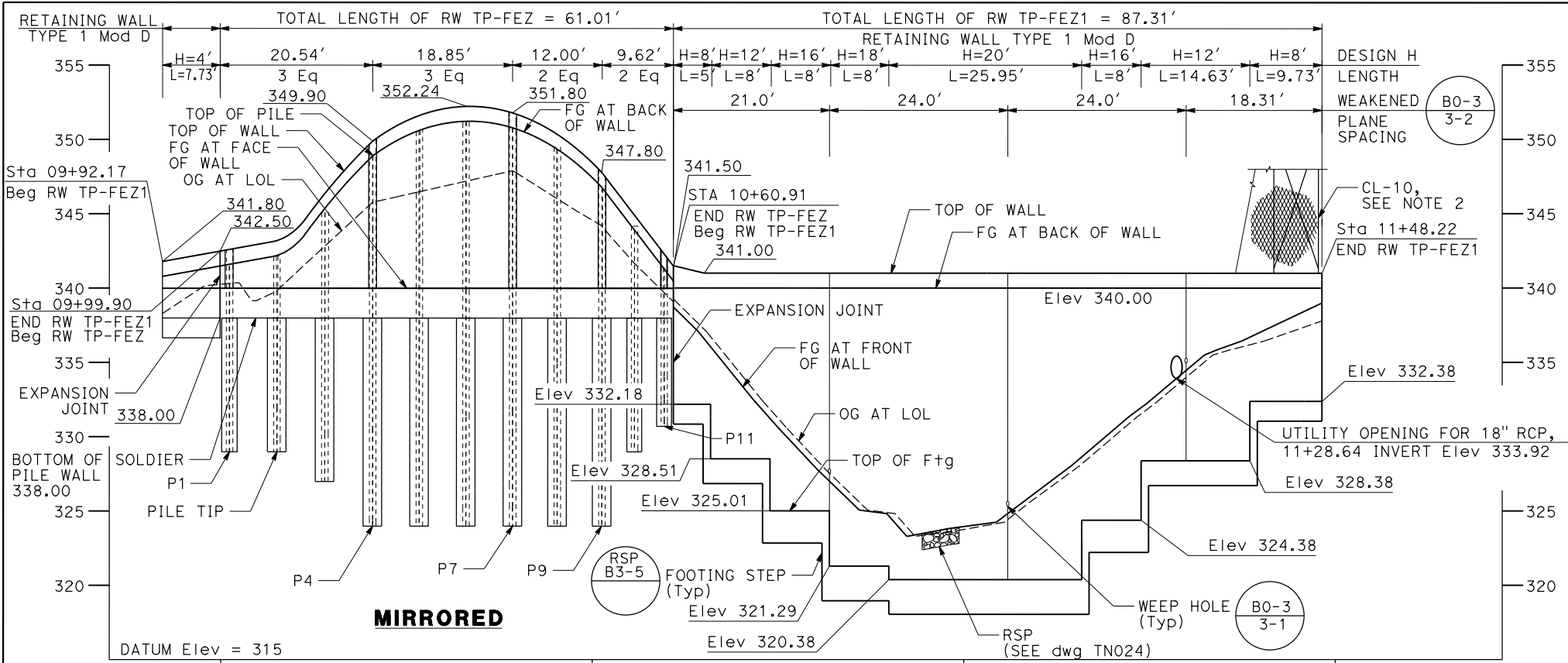
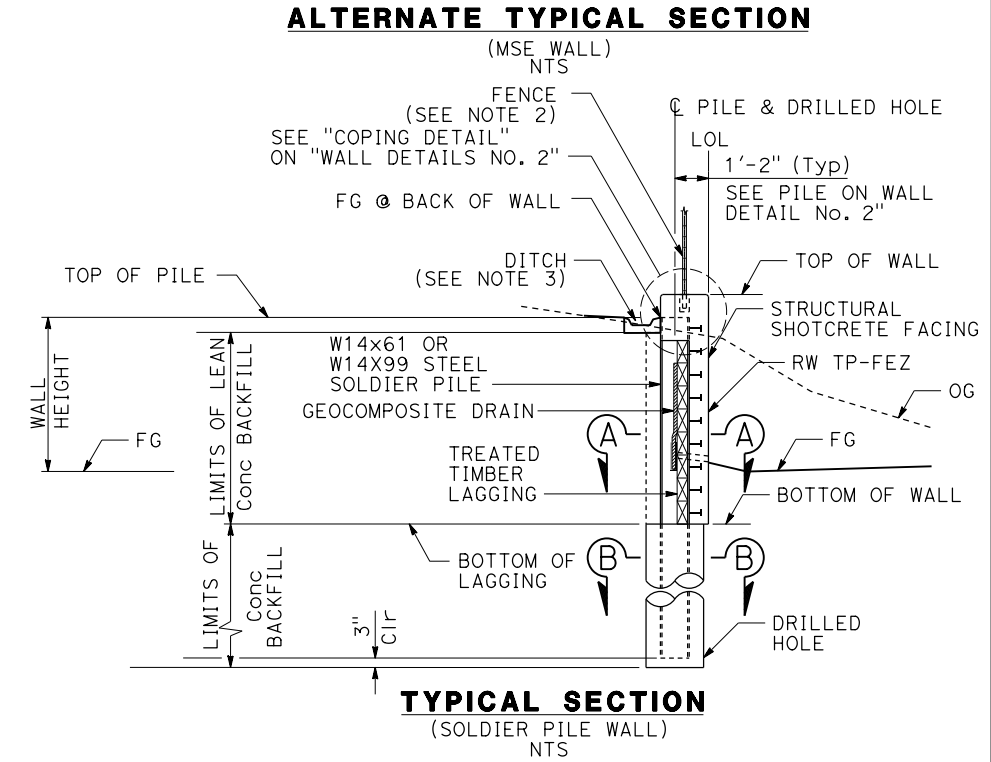
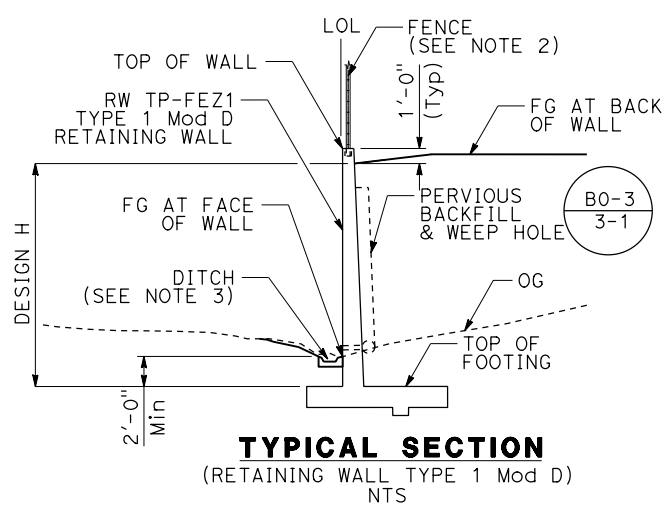
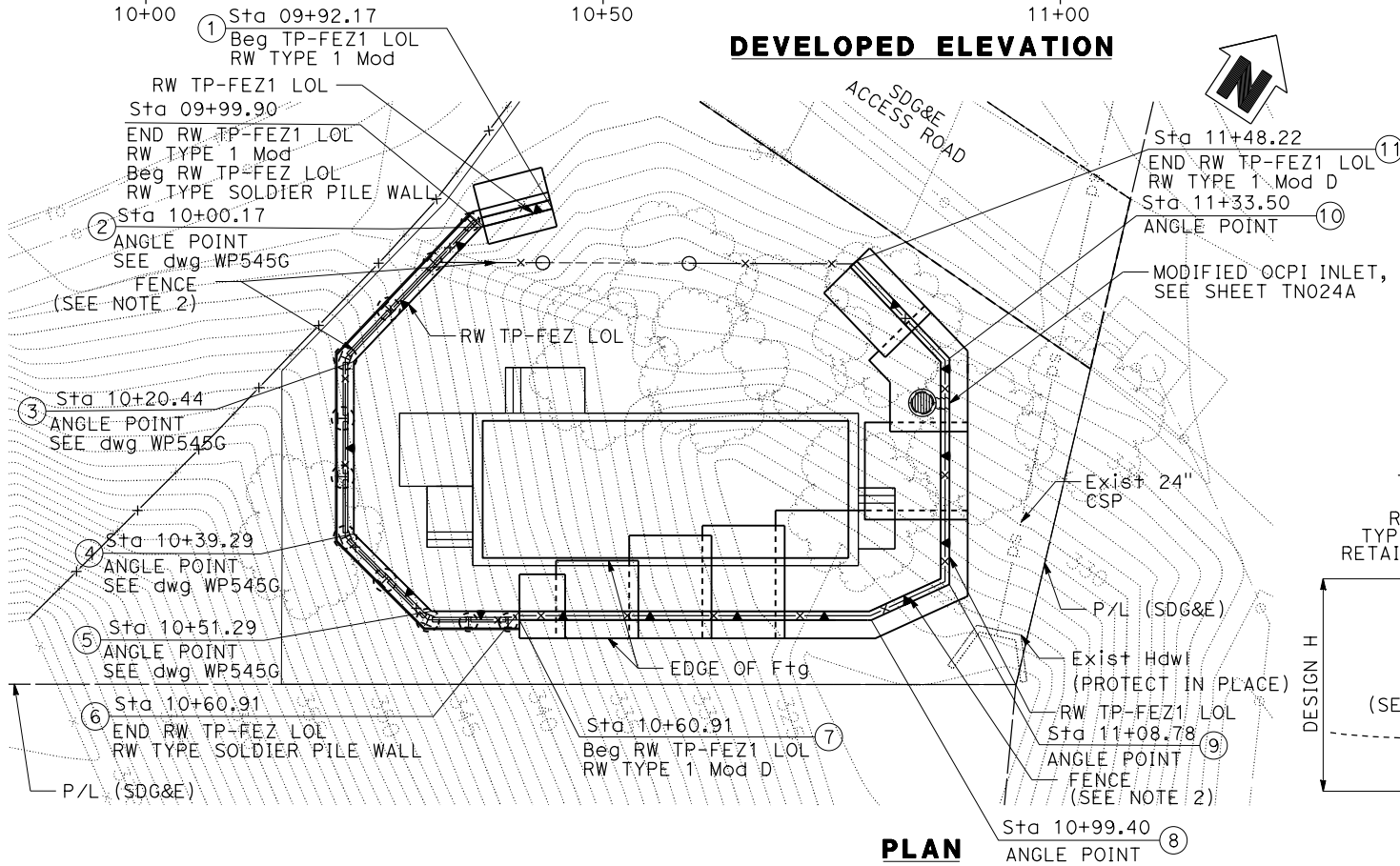
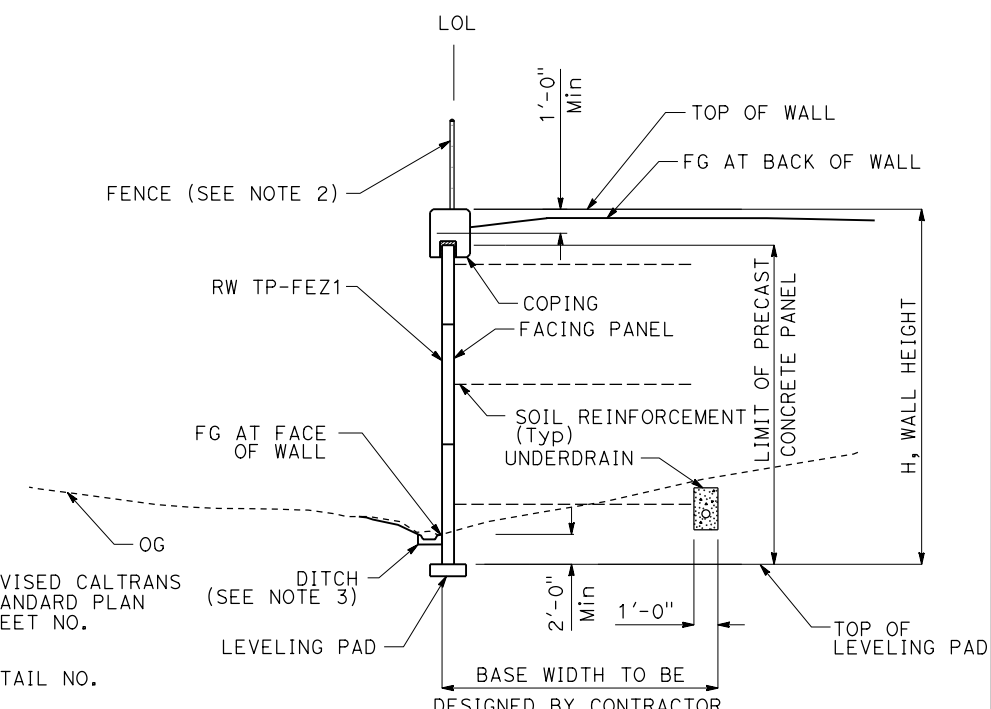


Exhibit B
FINAL PLANS
(See attached)

USRC678891 12:45 24-JAN-2020 hal fbw, pen MCCIP-S3-G10WP545F.dgn



- NOTES:
1. TOP OF WALL, FG, OG AND BOTTOM OF WALL ARE SHOWN AT THE RETAINING WALL LAYOUT LINE UNLESS OTHERWISE NOTED.
 2. SEE DWG TN023 FOR SITE LAYOUT AND DETAILS.
 3. SEE DWG TN024 FOR GRADING AND DRAINAGE IMPROVEMENTS.
 4. ALL LINES AND SYMBOLS FOLLOW CALTRANS 2010 STANDARD PLANS.
 5. ALL WALLS TO HAVE SMOOTH FINISH PAINTED CONCRETE.
 6. SEE DWG WP545H FOR SECTION A-A AND B-B.
 7. SEE DWG WP545L FOR TYPE 1 Mod D WALL DETAILS.
 8. SEE DWG WP545G FOR N/E TABLE WITH TOP OF WALL ELEVATIONS AND LENGTHS OF WALL SECTIONS.
 9. SEE DWG WP545G FOR STEEL PILE DATA.
 10. TP-FEZ LOL AND TP-FEZ1 LOL ARE OFFSET 11.5" at Sta. 10+60.91.
 11. TYPE 1 Mod D WALL SHALL BE CONSTRUCTED BEFORE SOLDIER PILE WALL.



						<div><div><div>PARSONS BRINCKERHOFF</div><div>401 B STREET, SUITE 1650 SAN DIEGO, CA 92101 TEL (619) 338-9376 FAX (619) 338-8123</div></div><div><div>RELATIVE BORDER SCALE IS IN INCHES</div><div><div>0</div><div>1</div><div>2</div></div></div></div>	<div><div>REGISTERED PROFESSIONAL ENGINEER Lawrence Lee Dodd No. C42216 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA</div></div>	DESIGNED BY Dodd, L.	DATE 09/19	<div><div><div>SANDAG</div><div>401 B STREET, SUITE 800 SAN DIEGO, CA 92101-4231 (619) 699-1900</div></div><div><div><div>MID-COAST CORRIDOR TRANSIT PROJECT</div></div></div></div>	MID-COAST CORRIDOR TRANSIT PROJECT FINAL PLAN		SCALE Horiz=1"=10' Vert=1"=5'
									SANDAG CONTRACT NO. 5008600.4				
0		ISSUED FOR CONSTRUCTION/ CCO#	NK	HRS	FEO			STREET AND STATION RETAINING WALLS TPSS-FEZ ST WALL TP-FEZ PLAN AND ELEVATION	DRAWING NO. WP545F		SHEET NO. 1612		
No.	DATE	REVISION	BY	CHK	APRV								

ornelasja
14:19
27-SEP-2019
hailfbw.pen
MCCTP-S3-G10WP545G.dgn

GENERAL NOTES LOAD AND RESISTANCE FACTOR DESIGN

TYPE 1 Mod D RETAINING WALL

SEE DRAWING WP545L FOR TYPE 1 Mod D DESIGN NOTES

SOLDIER PILE WALL

DESIGN: 6th EDITION, with the California Amendments preface dated January 2014, the SANDAG General Design Criteria (September 2014), and the Mid-Coast Corridor Transit Project Basis of Design Report (September 2014).AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS,

LIVE LOAD: 100 psf lateral pressure (for flat retained ground only)

SOIL PARAMETERS: Design Soil Parameters
Soil Unit Weight = 120 pcf

Earth Pressure Coefficients:

Case A - Back Fill is Flat Ground (Sta 10+00 to 10+16)
Case B - Back Fill slope 30° (Sta 10+16 to 10+60)
Case A Case B
Ka 0.33 0.63
Ke 4.85 5.33
Kae 0.42 0.95

STEEL SOLDIER PILES: ASTM A572/A, ASTM 572M Grade 50 Min

STRUCTURAL SHOTCRETE:
(FACING): f'c = 4000 psi
fy = 60 ksi

STRUCTURAL TIMBER: Treated Douglas Fir, Grade No. 1 or better.
Timber to be full sawn

CALTRANS STANDARD PLANS DATED 2010

A10A ABBREVIATIONS (SHEET 1 OF 2)
A10B ABBREVIATIONS (SHEET 2 OF 2)
A10C LINES AND SYMBOLS (SHEET 1 OF 3)
A10D LINES AND SYMBOLS (SHEET 2 OF 3)
A10E LINES AND SYMBOLS (SHEET 3 OF 3)
B0-3 BRIDGE DETAILS
RSP RETAINING WALL DETAILS NO. 1
B3-5 RETAINING WALL DETAILS NO. 2
B3-6 CHAIN LINK RAILING
B11-7

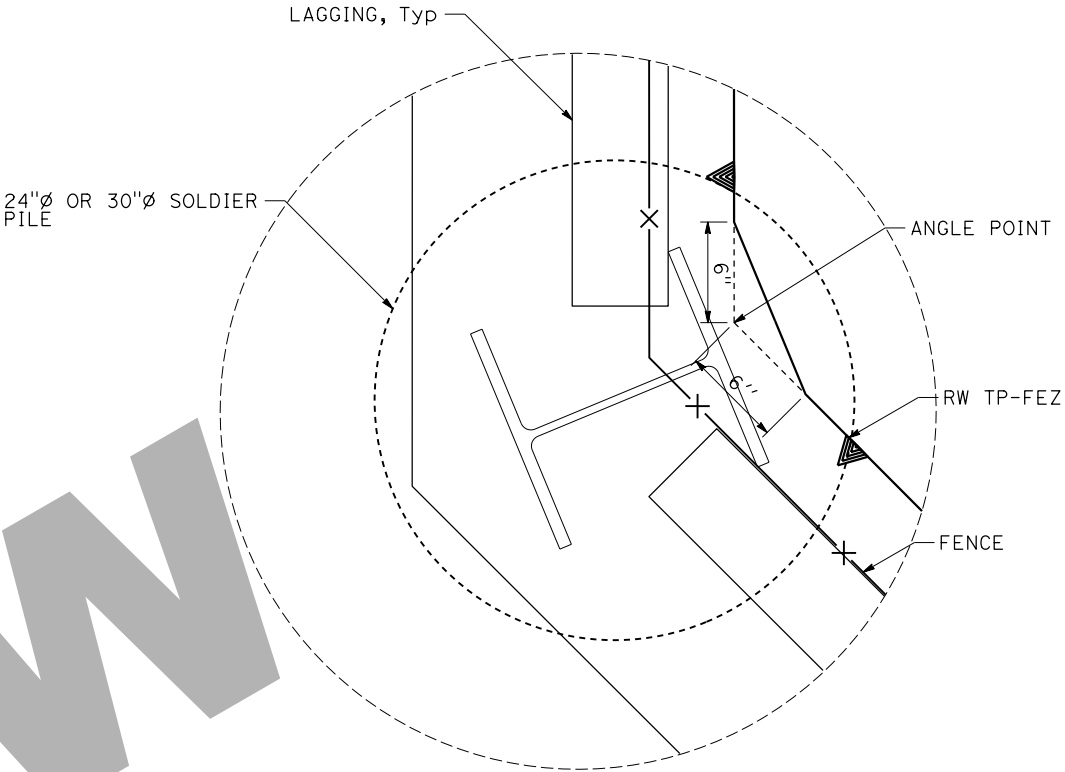
RW TP-FEZ AND TP-FEZ 1 N/E TABLE *				
POINT	NORTHING	EASTING	ELEVATION	LENGTH
①	1901119.24	6265964.22	341.80	
				8.00'
②	1901113.33	6265958.83	342.50	
				20.27'
③	1901093.38	6265955.21	349.90	
				18.84'
④	1901077.61	6265965.53	351.80	
				12.00'
⑤	1901075.17	6265977.28	347.80	
				9.62'
⑥	1901080.43	6265985.33	341.50	
				N/A
⑦	1901079.63	6265985.85	341.50	
				38.48'
⑧	1901100.70	6266018.05	341.00	
				9.39'
⑨	1901108.64	6266023.05	341.00	
				24.72'
⑩	1901129.33	6266009.52	341.00	
				14.72'
⑪	1901132.69	6265995.19	341.00	

* ELEVATIONS ARE AT TOP OF WALL COORDINATES AT THE BEGINNING OF WALLS, END OF WALLS AND AT THEORETICAL ANGLE POINTS ALONG THE LAYOUT LINES.

STEEL PILE AND DATA CHART

PILE NO.	STEEL PILE DATA					
	PILE SIZE	DRILLED HOLE DIAMETER (IN)	TOP OF PILE ELEVATION (FT)	PILE TIP ELEVATION (FT)	WALL HEIGHT (FT)	PILE LENGTH (FT)
P1	W14 X 61	24	341.61	329.00	1.61	12.61
P2	W14 X 61	24	342.21	329.00	2.21	13.21
P3	W14 X 61	24	345.38	327.00	5.38	18.38
P4	W14 X 99	30	348.90	324.00	8.90	24.90
P5	W14 X 99	30	350.62	324.00	10.62	26.62
P6	W14 X 99	30	351.23	324.00	11.23	27.23
P7	W14 X 99	30	350.79	324.00	10.79	26.79
P8	W14 X 99	30	349.34	324.00	9.34	25.34
P9	W14 X 99	30	346.71	324.00	6.79	22.79
P10	W14 X 61	24	343.91	329.00	3.91	14.91
P11	W14 X 61	24	341.31	330.72	1.31	10.59

Att. A, AI 15, 01/21/2021



A
WP545F
RW TP-FEZ TYPICAL CORNER DETAIL
NTS

PARSONS
BRINCKERHOFF

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
1S IN INCHES 0 1 2



DESIGNED BY
Dodd, L. 09/19
DRAWN BY
Aronlap, P. 09/19
CHECKED BY
Liao, J. 09/19
SANDAG
Owsiany, F. 09/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLAN

STREET AND STATION RETAINING WALLS
TPSS-FEZ ST WALL TP-FEZ
GENERAL NOTES & DETAILS

SCALE
NO SCALE

SANDAG CONTRACT NO.
5008600.4

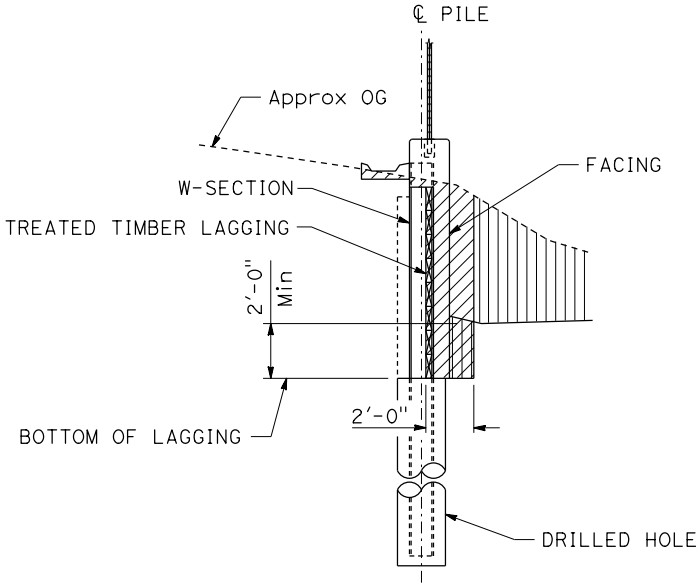
DRAWING NO. SHEET NO.
WP545G 1613

- NOTES:
- 1. SINGLE VEE-GROOVE AND SQUARE GROOVE PERMITTED FOR ALL POSITIONS.
 - 2. SINGLE BEVEL-GROOVE PERMITTED FOR HORIZONTAL JOINTS ONLY.
 - 3. UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH PROPERLY COMPACTED FILL. PROTECT IN PLACE EXIST STORM DRAIN.
 - 4. ALL BACKFILL MATERIAL FOR ANY EXCAVATION IN FRONT OF THE SOLDIER PILE WALL AND BETWEEN ST+10+60.91 AND 10+70 SHALL BE CLASS 2 AGGREGATE BASE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER ASTM D1557.

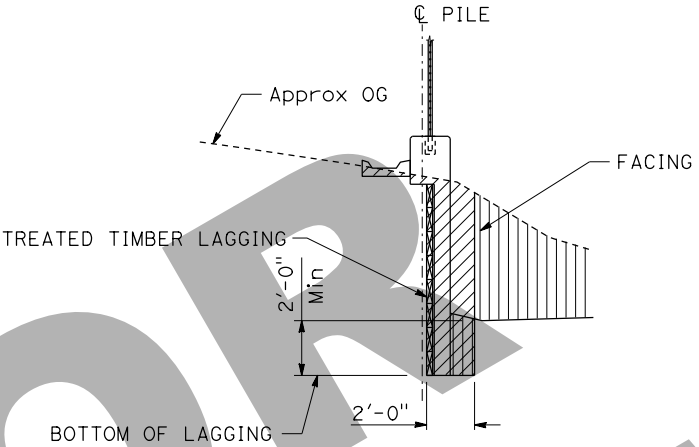
LEGEND:

STRUCTURE EXCAVATION

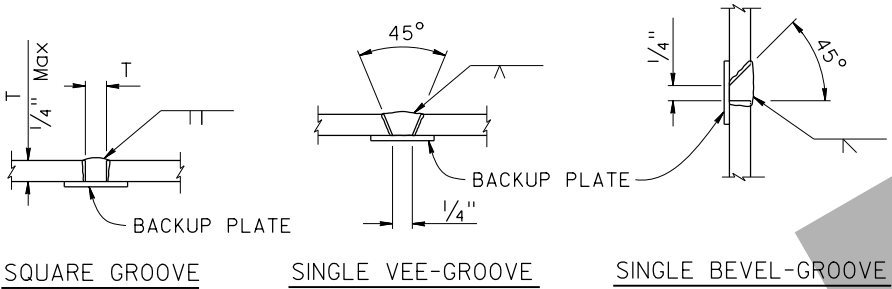
SITE EXCAVATION



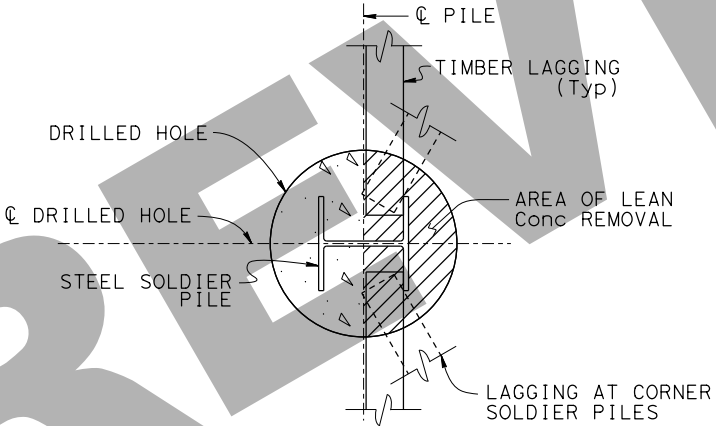
TYPICAL SECTION AT SOLDIER PILE
1/4" = 1'-0"



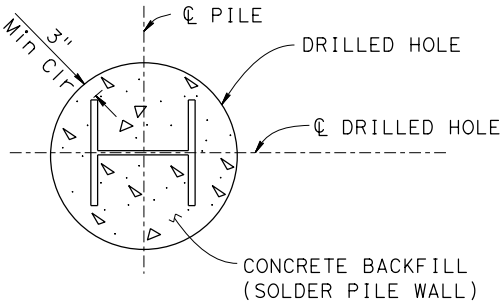
TYPICAL SECTION BETWEEN SOLDIER PILES
1/4" = 1'-0"



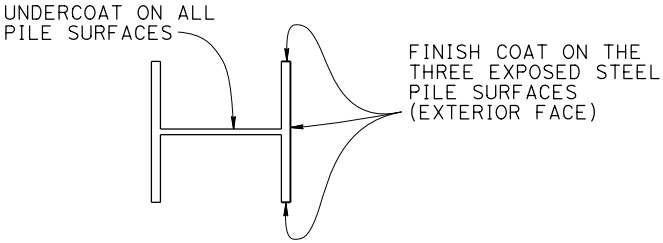
PILE WELDING DETAIL-BUTT JOINTS
NO SCALE



SECTION A-A
(SECTION ABOVE BOTTOM OF LAGGING)
NO SCALE



SECTION B-B
(SECTION BELOW BOTTOM OF LAGGING)
NO SCALE

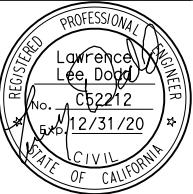


**LIMITS OF CLEAN & PAINT
STEEL SOLDIER PILE**
NO SCALE

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
1/8" = 1' IN INCHES



DESIGNED BY
Dodd, L.
DATE
08/19
DRAWN BY
Aroonlap, P.
DATE
08/19
CHECKED BY
Liao, J.
DATE
08/19
SANDAG
Owsiany, F.
DATE
08/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLAN

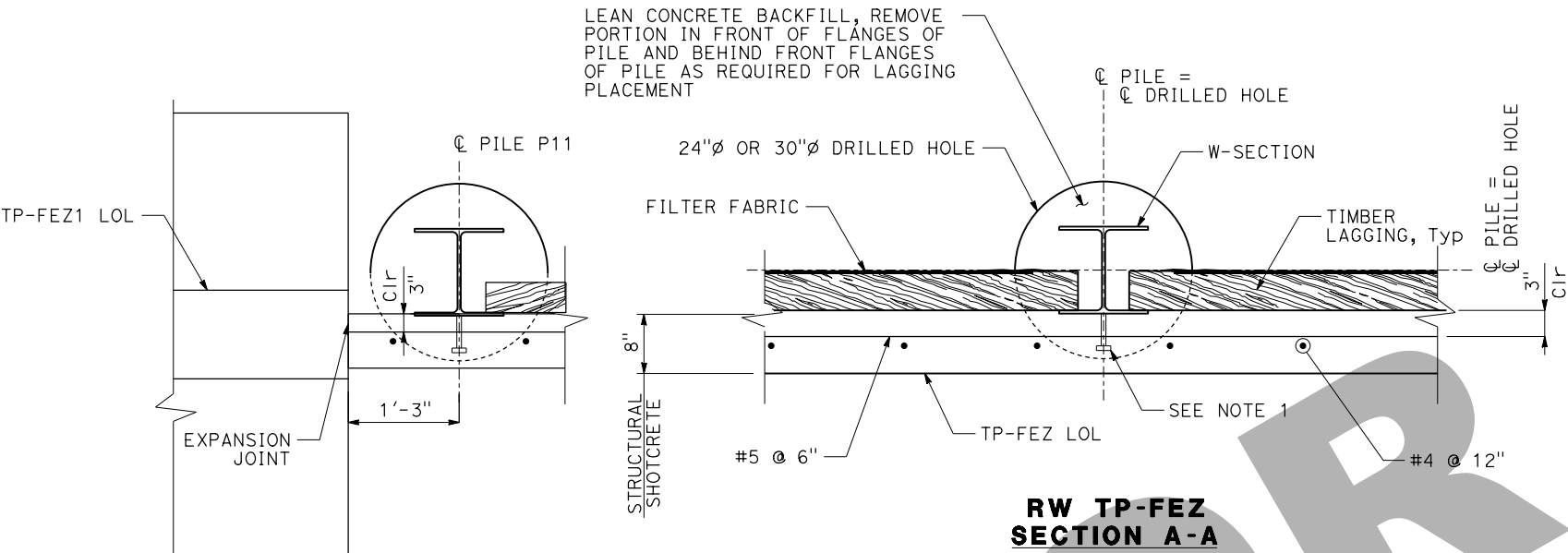
STREET AND STATION RETAINING WALLS
TPSS-FEZ ST WALL TP-FEZ
WALL DETAILS NO. 1

SCALE
NO SCALE

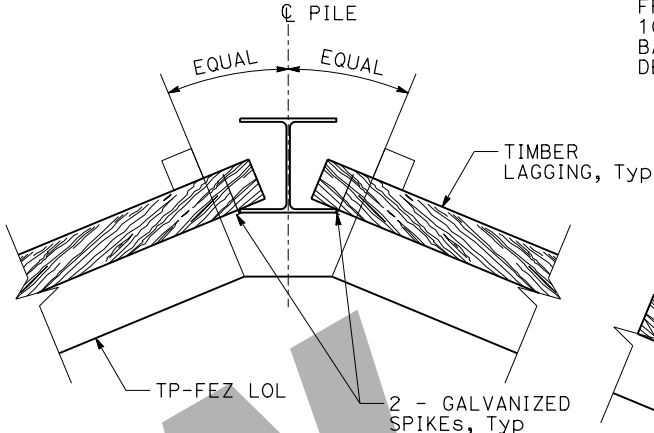
SANDAG CONTRACT NO.
5008600.4

DRAWING NO. SHEET NO.
A-25 WP543H 1614

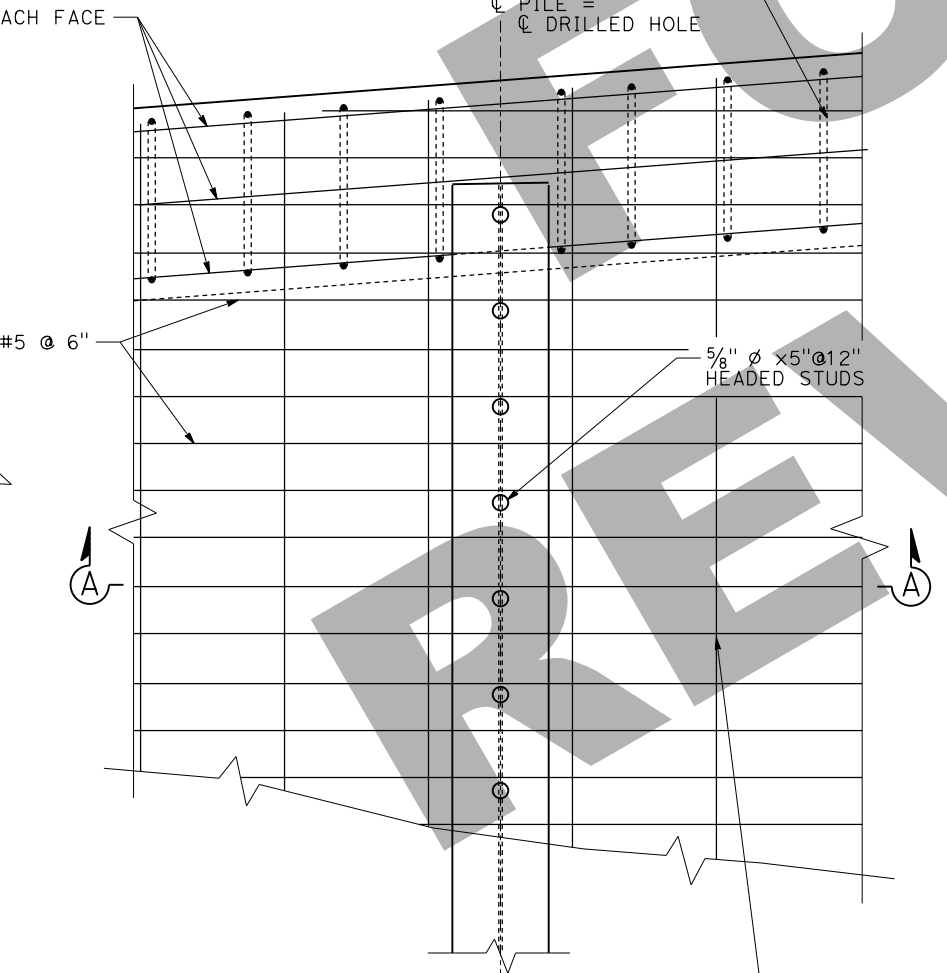
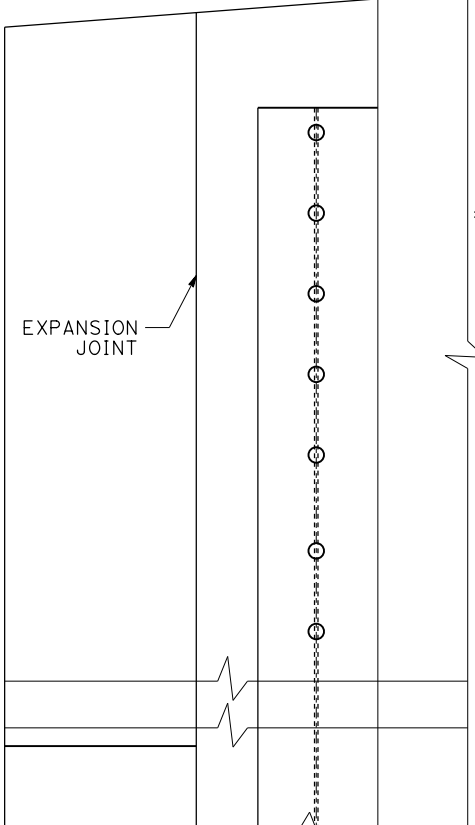
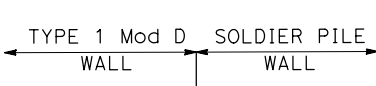
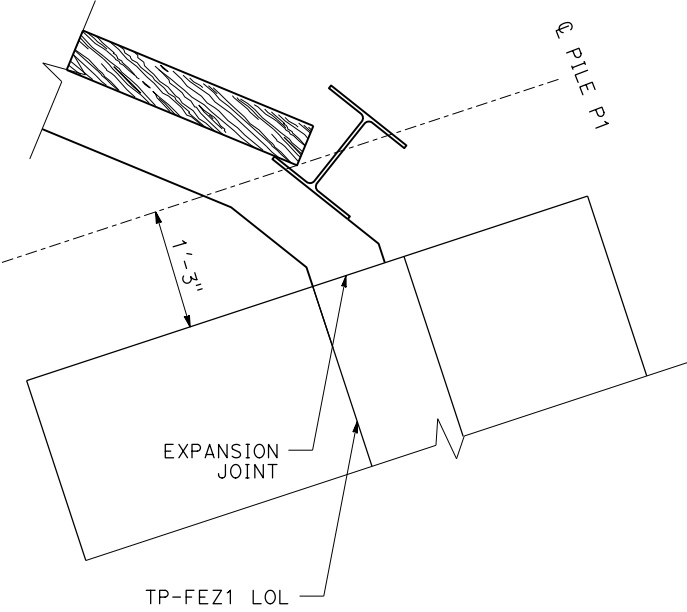
- NOTES:
1. HEADED STUD, 5/8"Øx5"Ø12" WITH FULL PENETRATION BUTT WELD.
 2. SEE DWG TN023 FOR SITE LAYOUT AND DETAILS.
 3. ALL BACKFILL MATERIAL FOR ANY EXCAVATION IN FRONT OF THE SOLDIER PILE WALL AND BETWEEN ST 10+60.91 AND 10+70 SHALL BE CLASS 2 AGGREGATE BASE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER ASTM D1557.



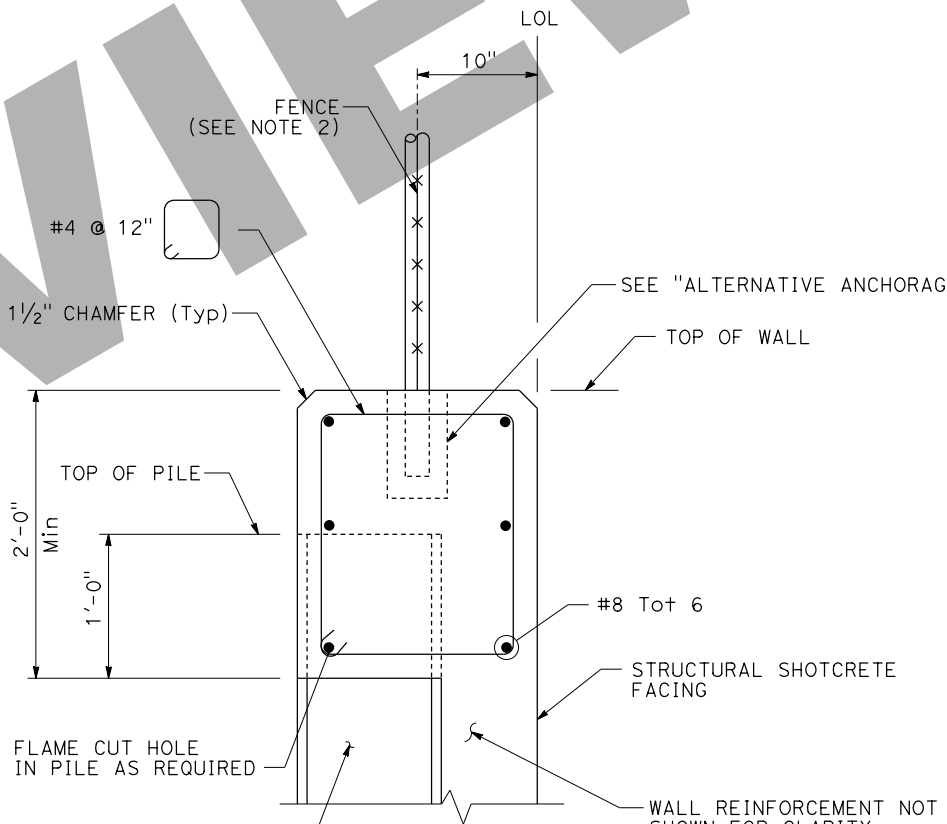
RW TP-FEZ
SECTION A-A
1" = 1'-0"



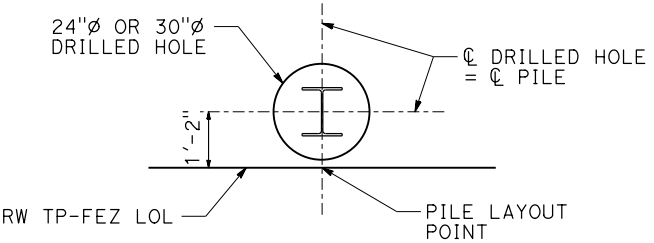
ANGLE POINT DETAIL
NO SCALE



PART ELEVATION
1" = 1'-0"



COPING DETAIL
1 1/2" = 1'-0"



TYPICAL PILE LAYOUT DETAIL
1/2" = 1'-0"

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Dodd, L. 09/19
DRAWN BY
Aroonlap, P. 09/19
CHECKED BY
Liao, J. 09/19
SANDAG
Owsiany, F. 09/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900

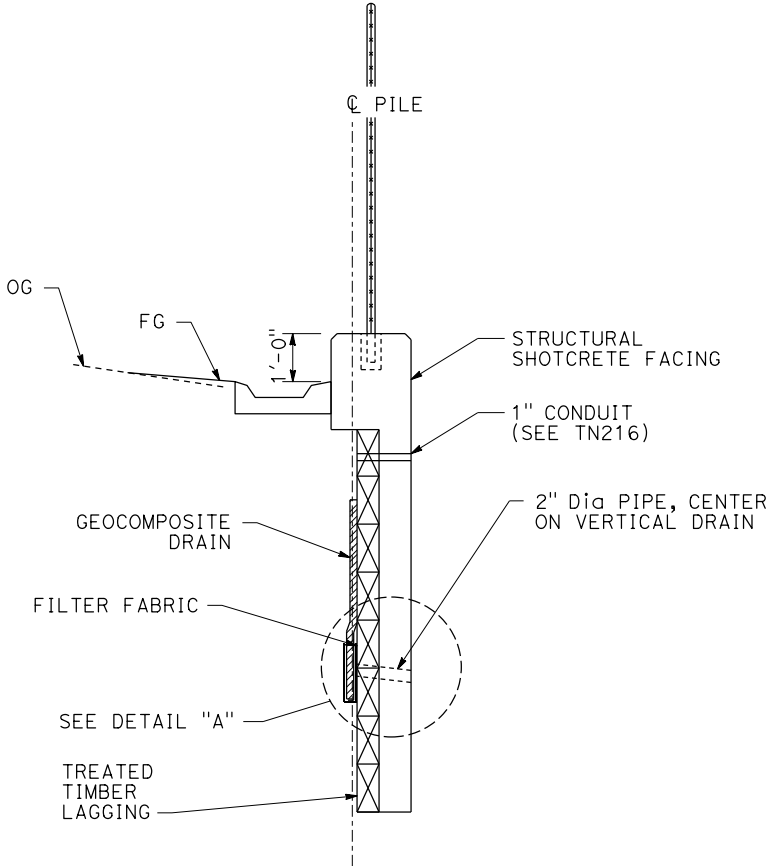


MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLAN

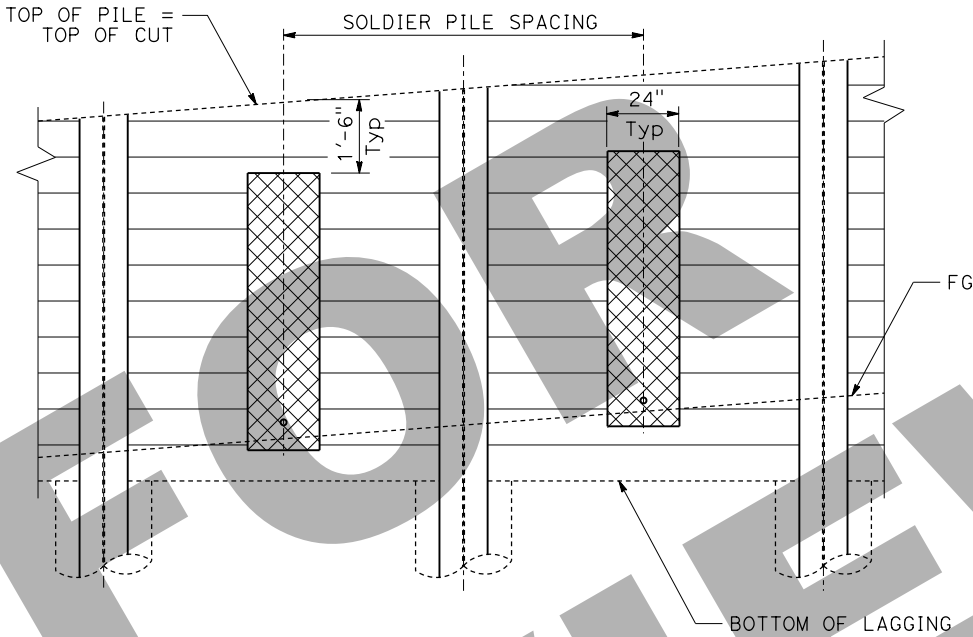
STREET AND STATION RETAINING WALLS
TPSS-FEZ ST WALL TP-FEZ
WALL DETAILS NO. 2

SCALE
NO SCALE
SANDAG CONTRACT NO.
5008600.4
DRAWING NO. SHEET NO.
A-26 WP5451 1615



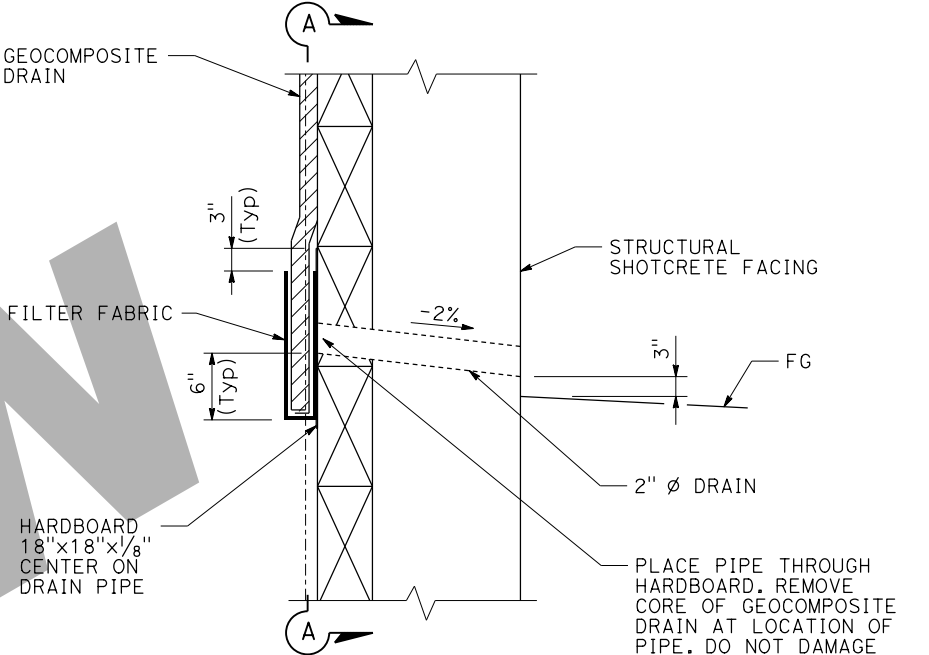
TYPICAL SECTION

1/2" = 1'-0"



PART ELEVATION - GEOCOMPOSITE DRAIN

3/8" = 1'-0"

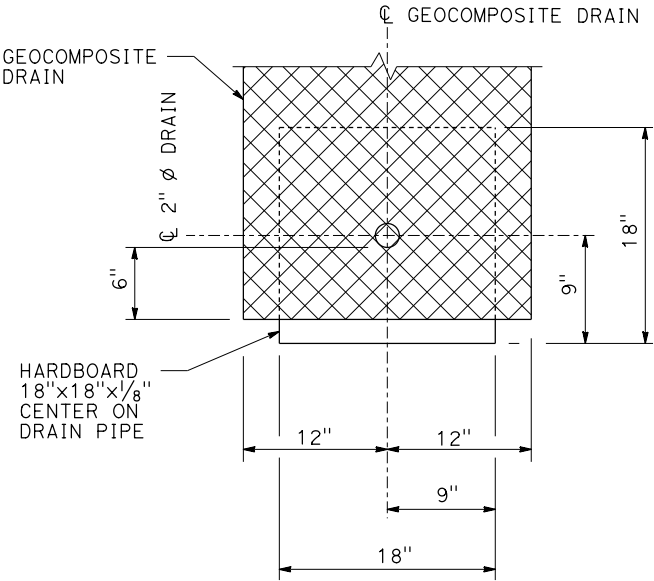


DETAIL A

1/2" = 1'-0"

NOTES:

- 1. CENTER GEOCOMPOSITE DRAIN BETWEEN SOLDIER PILES.

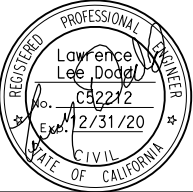


VIEW A-A

1/2" = 1'-0"

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Dodd, L. DATE
08/19
DRAWN BY
Aroonlap, P. 08/19
CHECKED BY
Liao, J. 08/19
SANDAG
Owsiany, F. 08/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

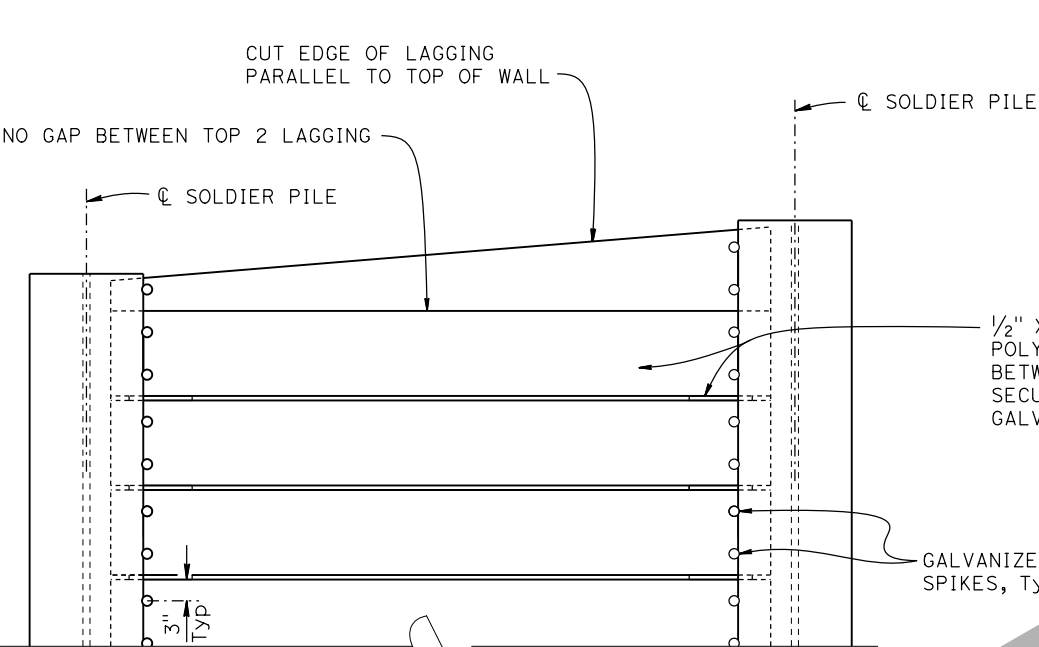
MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLAN

STREET AND STATION RETAINING WALLS
TPSS-FEZ ST WALL TP-FEZ
WALL DETAILS NO. 3

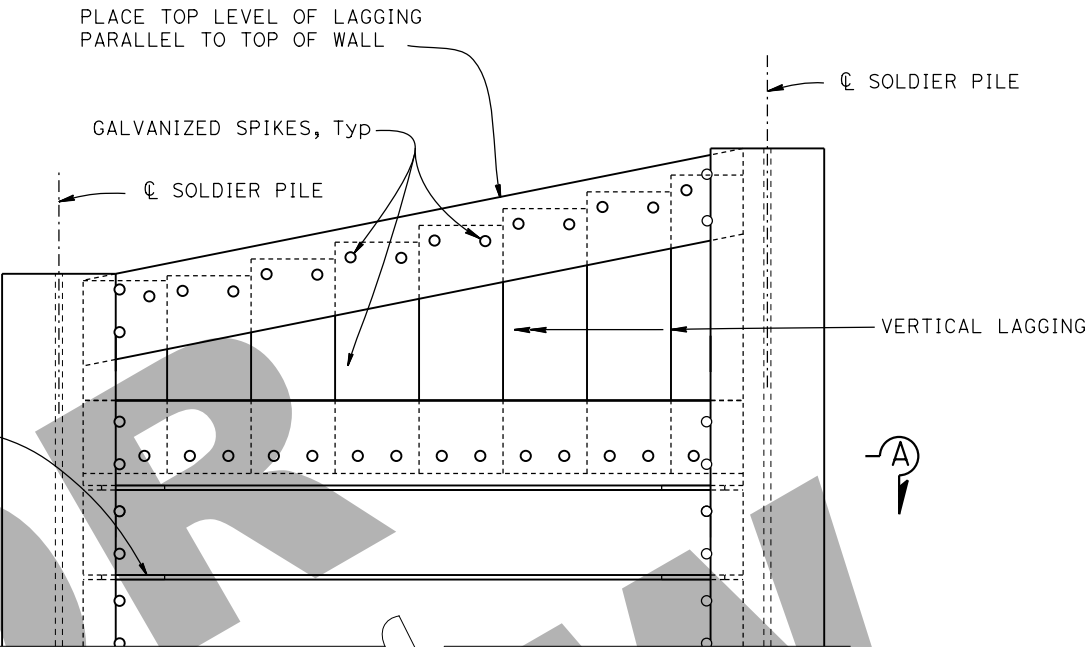
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SANDAG CONTRACT NO.
5008600.4

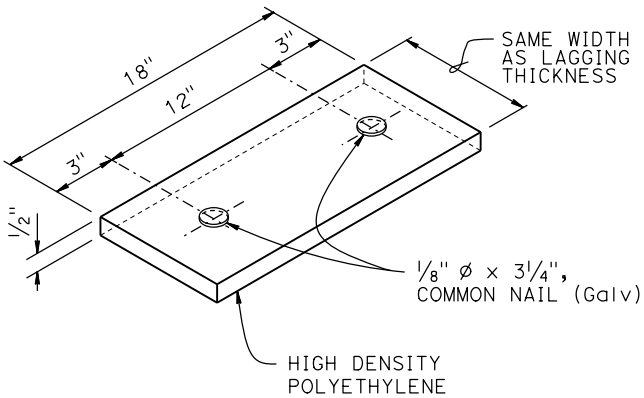
DRAWING NO. SHEET NO.
WP545J 1616



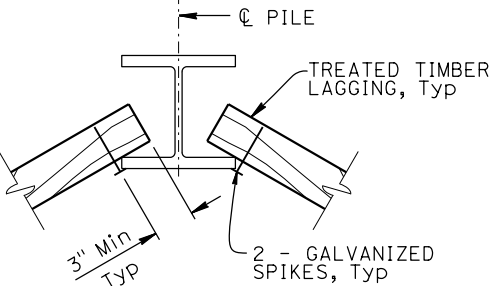
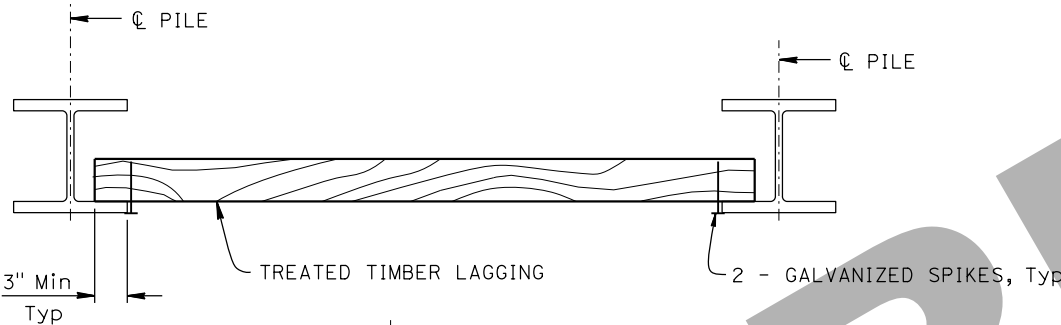
PART ELEVATION
LAGGING DETAILS (ALTERNATIVE 1)
NO SCALE



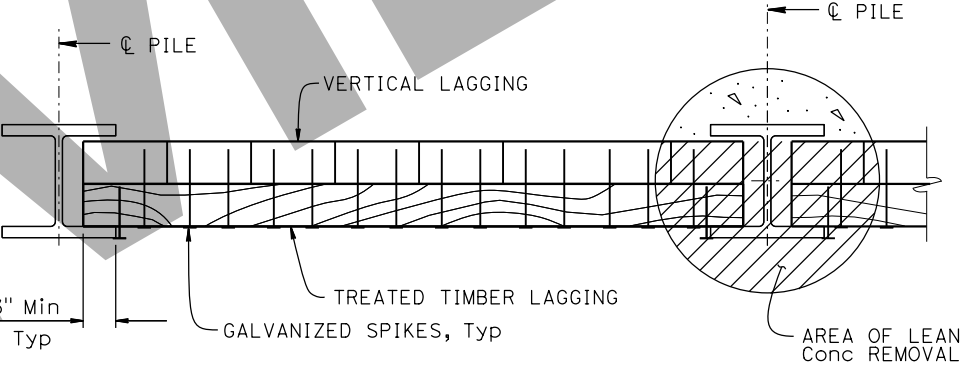
PART ELEVATION
LAGGING DETAILS (ALTERNATIVE 2)
NO SCALE



SHIM DETAIL
NO SCALE



PART PLAN
NO SCALE



SECTION A-A
NO SCALE

- NOTES:
1. NO CLIPPING OF TIMBER LOGGING CORNERS ALLOWED.
 2. USE 16D GALV WIRE SPIKES FOR 4 X 12 LAGGING, AND 40D GALV WIRE SPIKES FOR 6 X 12 LAGGING.
 3. SPIKES SHALL NOT BE BENT.

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Dodd, L. 08/19
DRAWN BY
Aroonlap, P. 08/19
CHECKED BY
Liao, J. 08/19
SANDAG
Owsiany, F. 08/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLAN

STREET AND STATION RETAINING WALLS
TPSS-FEZ ST WALL TP-FEZ
WALL DETAILS NO. 4

SCALE
NO SCALE
SANDAG CONTRACT NO.
5008600.4
DRAWING NO. SHEET NO.
A-28 WP545K 1616A

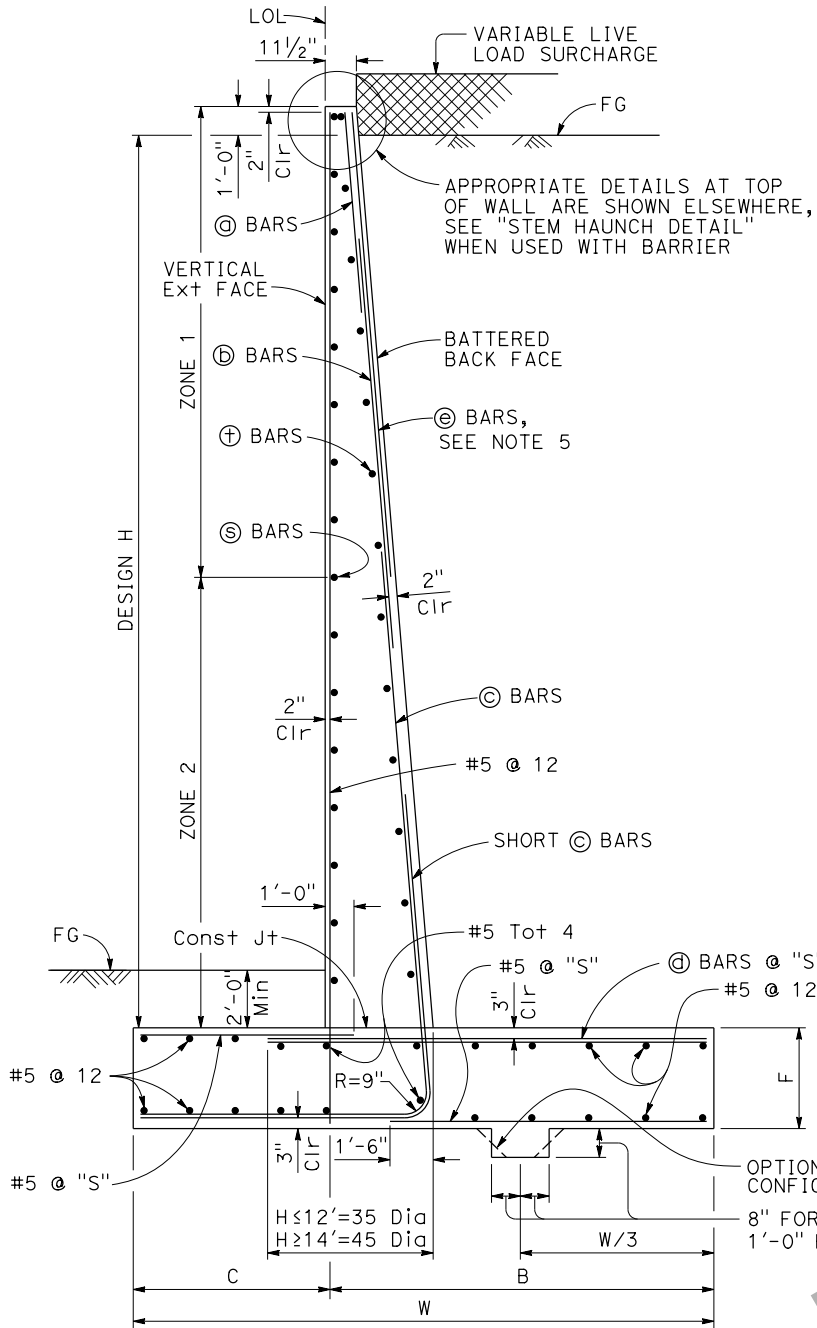
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RETAINING WALL TYPE 1 Mod D
TYPICAL SECTION

SYMBOLS:

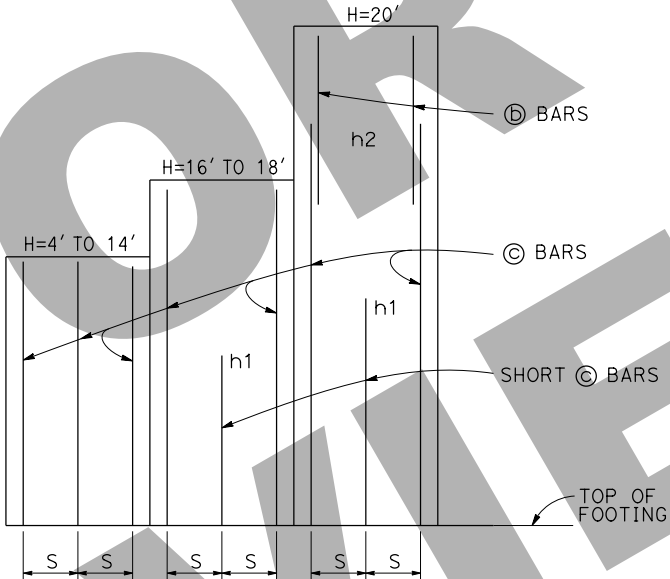
- Ser - service limit state I
Str - strength limit state I
Ext I - extreme event limit state I
Ext II - extreme event limit state II
B' - effective footing width (ft)
q_o - net bearing stress (ksf), OG assumed to be FG at toe
q_o - gross uniform bearing stress (ksf)
h₁ = Top of footing to top of short © bar
h₂ = Top of footing to top of Ⓢ bar
h₃ = Top of footing to top of Ⓣ bar
Zone 1 = Top half of stem height
Zone 2 = Bottom half of stem height

DESIGN CONDITIONS:

Design H may be exceeded by 6" before going to the next size.
Special footing design is required where foundation material is incapable of supporting bearing stress listed in the table.

DESIGN NOTES:

- DESIGN: AASHTO LRFD Bridge Design Specifications, 6th Edition with California Amendments
- LS: 240 psf equivalent to 2 feet soil weight
- SEISMIC: k_h = 0.2, k_v = 0.0, k_{ae} = 0.42
- SOIL: ϕ = 30°, γ = 120 pcf, k_a = 0.28, k_p = 6.5
- REINFORCED CONCRETE: f'_c = 3,600 psi
f_y = 60,000 psi
- LOAD COMBINATIONS AND LIMIT STATES:
Service I Q = 1.00DC+1.00EV+1.00EH+1.00LS
Strength I Q = αDC+βEV+ηEH+1.75LS
Extreme I Q = 1.00DC+1.00EV+1.00EH+1.00EQD+1.00EQE
- Where:
Q: Force Effects
α: 1.25 or 0.90, Whichever Controls Design
β: 1.35 or 1.00, Whichever Controls Design
η: 1.50 or 0.90, Whichever Controls Design
DC: Dead Load of Structure Components
EH: Horizontal Earth Fill Pressure
EV: Vertical Earth Pressure from Earth Fill Weight
LS: Live Load Surcharge
EQE: Seismic Earth Pressure
EQD: Soil and Structural and Nonstructural Components Inertia



RETAINING WALL TYPE 1 Mod D
ELEVATION

NOTES:

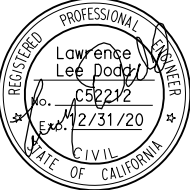
- FOR DETAILS NOT SHOWN AND DRAINAGE NOTES SEE (B3-5)
- FOR WALL STEM JOINT DETAILS SEE (B0-3/3-3) and (B0-3/3-4)
- At © bars:
H ≤ 6', NO SPLICES ARE ALLOWED WITHIN 1'-8" ABOVE THE TOP OF THE FOOTING.
H > 6', NO SPLICES ARE ALLOWED WITHIN H/4 ABOVE THE TOP OF THE FOOTING.
- PROVIDE #6 @ 10" x 16'-0" © BARS OVER A DISTANCE OF 8'-0" MEASURED FROM ALL EXPANSION JOINTS, BEGIN WALL AND END WALL LOCATIONS. For H < 14', HOOK © BAR INTO FOOTING AND REDUCE BAR LENGTH AS NEEDED TO MAINTAIN Min Clr COVER.

TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	4'	6'	8'	10'	12'	14'	16'	18'	20'
W	6'-8"	6'-9"	7'-0"	7'-3"	8'-6"	10'-0"	11'-3"	12'-4"	14'-0"
C	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"
B	4'-8"	4'-9"	5'-0"	5'-3"	6'-6"	8'-0"	9'-3"	10'-4"	12'-0"
F	1'-4"	1'-4"	1'-4"	1'-4"	1'-8"	2'-0"	2'-2"	2'-4"	2'-8"
BATTER	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12
SPACING "S"	9"	9"	9"	9"	9"	7"	6"	5"	6"
© BARS	-	-	-	-	-	-	-	-	-
Ⓢ BARS	-	-	-	-	-	-	-	-	#7
Ⓣ BARS	#6	#6	#6	#6	#6	#6	#7	#7	#8
Ⓤ BARS	#5	#5	#6	#6	#6	#6	#7	#8	#8
h1	-	-	-	-	-	-	5'-9"	5'-10"	8'-0"
h2	-	-	-	-	-	-	-	-	10'-5"
h3	-	-	-	-	-	-	-	-	-
ZONE 1 Ⓢ BARS	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18
ZONE 2 Ⓢ BARS	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 12	#5 @ 12	#5 @ 12
ZONE 1 Ⓣ BARS	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18
ZONE 2 Ⓣ BARS	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Dodd, L.
DATE
08/19

DRAWN BY
Aroonlap, P.
DATE
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08/19

SANDAG
Owsiany, F.
DATE
08/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLAN

STREET AND STATION RETAINING WALL
TPSS-FEZ ST WALL TP-FEZ
WALL DETAILS NO. 5

SCALE
NO SCALE

SANDAG CONTRACT NO.
5008600.4

DRAWING NO. SHEET NO.
WP545L 1616B

SHT NO	DWG NO	DWG TITLE	SHT NO	DWG NO	DWG TITLE	SHT NO	DWG NO	DWG TITLE
GENERAL DRAWING			AVATI			OLIVE St B		
4774	RG101	INDEX OF DRAWINGS	4832	TN325	DUCTBANK LAYOUT PLAN AND DETAIL	4872	TN409	EXISTING OLIVE ST TPSS DEMOLITION PLAN
4775	RG102	DIAGRAM SYMBOLS	4833	TN326	CONDUIT AND CABLE SCHEDULE	4873	TN410	NOT USED
4776	RG103	DEVICE FUNCTION NUMBERS & ABBREVIATIONS	JUTLAND			BEAN St		
SINGLE LINE DIAGRAMS			4834	TN331	DUCTBANK LAYOUT PLAN AND DETAIL	4874	TN411	EXISTING UNDERGROUND DUCTBANK LAYOUT PLAN
4777	TN101	MASTER SINGLE LINE DIAGRAM SHEET 1 OF 14	4835	TN332	CONDUIT AND CABLE SCHEDULE	4875	TN412	DC CABLE SCHEMATIC DIAGRAM
4778	TN102	MASTER SINGLE LINE DIAGRAM SHEET 2 OF 14	LA JOLLA COLONY			4876	TN413	SECTION AND DETAIL
4779	TN103	MASTER SINGLE LINE DIAGRAM SHEET 3 OF 14	4836	TN335	DUCTBANK LAYOUT PLAN AND DETAIL	WRIGHT St		
4780	TN104	MASTER SINGLE LINE DIAGRAM SHEET 4 OF 14	4837	TN336	CONDUIT AND CABLE SCHEDULE	4877	TN415	DUCTBANK LAYOUT PLAN & DETAIL
4781	TN105	MASTER SINGLE LINE DIAGRAM SHEET 5 OF 14	NOBEL			4878	TN416	CONDUIT & CABLE SCHEDULE
4782	TN106	MASTER SINGLE LINE DIAGRAM SHEET 6 OF 14	4838	TN345	DUCTBANK LAYOUT PLAN AND ELEVATION	CONGRESS		
4783	TN107	MASTER SINGLE LINE DIAGRAM SHEET 7 OF 14	4839	TN346	CONDUIT AND CABLE SCHEDULE	4879	TN420	EXISTING UNDERGROUND LAYOUT PLAN
4784	TN108	MASTER SINGLE LINE DIAGRAM SHEET 8 OF 14	4840	TN347	DETAIL, CONDUIT AND CABLE SCHEMATIC	4880	TN421	DC CABLE SCHEMATIC DIAGRAM
4785	TN109	MASTER SINGLE LINE DIAGRAM SHEET 9 OF 14	VA			PARALLEL FEEDERS		
4786	TN110	MASTER SINGLE LINE DIAGRAM SHEET 10 OF 14	4841	TN351	DUCTBANK LAYOUT PLAN AND ELEVATION	4881	TN430	NOT USED
4787	TN111	MASTER SINGLE LINE DIAGRAM SHEET 11 OF 14	4842	TN352	CONDUIT AND CABLE SCHEDULE	4882	TN431	NOT USED
4788	TN112	MASTER SINGLE LINE DIAGRAM SHEET 12 OF 14	4843	TN353	CONDUIT AND CABLE SCHEMATIC AND DETAIL	4883	TN432	NOT USED
4789	TN113	MASTER SINGLE LINE DIAGRAM SHEET 13 OF 14	UCSD			4884	TN433	NOT USED
4790	TN114	MASTER SINGLE LINE DIAGRAM SHEET 14 OF 14	4844	TN355	DUCTBANK LAYOUT PLAN AND ELEVATION	4885	TN434	NOT USED
4791	TN120	EMERGENCY/TRANSFER TRIP SYSTEM CONFIGURATION - SHEET 1	4845	TN356	CONDUIT AND CABLE SCHEDULE	4886	TN435	NOT USED
4792	TN121	EMERGENCY/TRANSFER TRIP SYSTEM CONFIGURATION - SHEET 2	4846	TN357	CONDUIT AND CABLE SCHEMATIC AND DETAIL	4887	TN436	NOT USED
4793	TN122	EMERGENCY/TRANSFER TRIP SYSTEM CONFIGURATION - SHEET 3	4847	TN358	UCSD VIADUCT (WEST) EMI MITIGATION SCHEMATIC	4888	TN437	NOT USED
4794	TN123	TYPICAL TPSS SCADA ALARM, INDICATION, AND CONTROL POINT LIST - SHEET 1	4848	TN359	UCSD VIADUCT (EAST) EMI MITIGATION SCHEMATIC	REFERENCE DRAWING		
4795	TN124	TYPICAL TPSS SCADA ALARM, INDICATION, AND CONTROL POINT LIST - SHEET 2	4849	TN359A	UCSD VIADUCT (WEST) EMI ZONE CABLE TRAY & CABLE SCHEMATIC	4889	TN501	TYPICAL TRACTION POWER SUBSTATION
4796	TN125	NOT USED	4850	TN359B	UCSD VIADUCT (EAST) EMI ZONE CABLE TRAY & CABLE SCHEMATIC	4890	TN502	SINGLE LINE DIAGRAM
SUBSTATION GROUND GRID			FEZ St			4891	TN503	TYPICAL TRACTION POWER SUBSTATION
4797	TN201	OLIVE ST A & B TPSS GROUND GRID PLAN	4851	TN361	DUCTBANK LAYOUT PLAN AND DETAIL NO. 1	4892	TN504	1.5 MW TPSS BUILDING PLAN VIEW
4798	TN202	SUBSTATION GROUNDING DETAILS SHEET 1 OF 2	4852	TN362	DUCTBANK LAYOUT PLAN AND DETAIL NO. 2	4893	TN505	TYPICAL TRACTION POWER SUBSTATION
4799	TN203	SUBSTATION GROUNDING DETAILS SHEET 2 OF 2	4853	TN363	CONDUIT AND CABLE SCHEDULE	4894	TN506	1.5 MW TPSS BUILDING FLOOR CUTOUT PLAN
4800	TN204	WRIGHT ST TPSS GROUND GRID PLAN	4854	TN364	CONDUIT AND CABLE SCHEMATIC	4895	TN507	TYPICAL TRACTION POWER SUBSTATION
4801	TN205	FRIARS JUNCTION TPSS GROUND GRID PLAN	UTC			4896	TN508	1.5 MW TPSS BUILDING WALL 3 ELEVATIONS
4802	TN206	TECOLOTE TPSS GROUND GRID PLAN	4855	TN366	DUCTBANK LAYOUT PLAN AND ELEVATION AND DETAIL	4897	TN509	TYPICAL TRACTION POWER SUBSTATION
4803	TN207	CLAIREMONT TPSS GROUND GRID PLAN	4856	TN367	CONDUIT AND CABLE SCHEDULE	4898	TN510	1.5 MW TPSS BUILDING WALL 4 ELEVATIONS-EXTERIOR
4804	TN208	AVATI TPSS GROUND GRID PLAN	4857	TN368	CONDUIT AND CABLE SCHEMATIC	4899	TN511	A ST TRACTION POWER SUBSTATION
4805	TN209	JUTLAND TPSS GROUND GRID PLAN	EXISTING GREEN LINE - SUBSTATIONS			4900	TN512	2.0 MW TPSS BUILDING PLAN VIEW
4806	TN210	NOT USED	4858	TN371	TYPICAL TRACTION POWER SUBSTATION	4901	TN513	A ST TRACTION POWER SUBSTATION
4807	TN211	LA JOLLA COLONY TPSS GROUND GRID PLAN	4859	TN372	METER & RELAY SINGLE LINE DIAG (EXIST)	4902	TN514	2.0 MW TPSS BUILDING FLOOR CUTOUT PLAN
4808	TN212	NOBEL TPSS GROUND GRID PLAN	4860	TN373	TYPICAL TRACTION POWER SUBSTATION	4903	TN515	OLD TOWN LRT AS BUILT DRAWING SHEET 1 OF 9
4809	TN213	VA TPSS GROUND GRID PLAN	4861	TN374	METER & RELAY SINGLE LINE DIAG (MODIFIED)	4904	TN516	OLD TOWN LRT AS BUILT DRAWING SHEET 2 OF 9
4810	TN214	UCSD TPSS GROUND GRID PLAN	4862	TN375	TYPICAL TRACTION POWER SUBSTATION	4905	TN517	OLD TOWN LRT AS BUILT DRAWING SHEET 3 OF 9
4811	TN215	FEZ ST TPSS GROUND GRID PLAN	4863	TN376	EXISTING & DEMOLITION PLAN/ELEVATION	4906	TN518	OLD TOWN LRT AS BUILT DRAWING SHEET 4 OF 9
4812	TN216	FEZ ST TPSS GROUND GRID SECTION DETAILS	4864	TN377	TYPICAL TRACTION POWER SUBSTATION	4907	TN519	OLD TOWN LRT AS BUILT DRAWING SHEET 5 OF 9
4813	TN217	UTC TPSS GROUND GRID PLAN	4865	TN378	EQUIPMENT NEW & MODIFIED PLAN/ELEVATION	4908	TN520	OLD TOWN LRT AS BUILT DRAWING SHEET 6 OF 9
SUBSTATION INSTALLATION DETAILS			4866	TN379	TYPICAL TRACTION POWER SUBSTATION	NOTES:		
4814	TN301	DUCTBANK SECTIONS AND DETAILS	4867	TN380	MODIFIED UNDERGROUND CONDUITS	FOR TRACTION POWER NAMING CONVENTION, REFER TO DWG TN124.		
4815	TN302	MANHOLE AND HANDHOLE DETAILS	OLIVE St A/B					
4816	TN303	TYPICAL DC RACEWAY ON AERIAL GUIDEWAY SECTIONS AND DETAILS - SHEET 1 OF 2	4868	TN390	DUCTBANK LAYOUT PLAN & DETAIL			
4817	TN304	TYPICAL DC RACEWAY ON AERIAL GUIDEWAY SECTIONS AND DETAILS - SHEET 2 OF 2	4869	TN390A	DUCTBANK LAYOUT PLAN			
4818	TN305	TYPICAL DC RACEWAY ON AERIAL GUIDEWAY SECTIONS	4870	TN391	CONDUIT & CABLE SCHEDULE			
4819	TN306	TYPICAL DC RACEWAY ON PRE-CAST AERIAL GUIDEWAY SECTIONS AND DETAILS	4870A	TN391A	CONDUIT & CABLE SCHEDULE			
4820	TN307	TYPICAL DC RACEWAY ON PRE-CAST AERIAL GUIDEWAY SECTIONS	4871	TN392	SECTIONS AND DETAILS			
4821	TN308	EMI DC RACEWAY ON AERIAL GUIDEWAY SECTIONS						
4822	TN309	TYPICAL AT-GRADE NEG RETURN CONDUIT INSTALLATION DETAIL						
4822A	TN309A	TYPICAL DC RACEWAY ON PRE-CAST AERIAL GUIDEWAY SECTIONS						
FRIARS JUNCTION								
4823	TN310	DUCTBANK LAYOUT PLAN AND ELEVATION						
4824	TN310A	DUCTBANK LAYOUT PLAN AND DETAIL						
4825	TN311	CONDUIT AND CABLE SCHEDULE						
4826	TN312	CONDUIT AND CABLE SCHEMATIC AND DETAIL						
TECOLOTE								
4827	TN315	DUCTBANK LAYOUT PLAN AND DETAIL						
4828	TN316	CONDUIT AND CABLE SCHEDULE						
CLAIREMONT								
4829	TN320	DUCTBANK LAYOUT PLAN SHEET 1 OF 2						
4830	TN321	DUCTBANK LAYOUT PLAN AND DETAIL SHEET 2 OF 2						
4831	TN322	CONDUIT AND CABLE SCHEDULE						

1

0

05/26/17

ISSUED FOR CONSTRUCTION

CCO NO. 4568

GR

PA

FE0

NO.

DATE

REVISION

BY

CHK

APRV

**PARSONS
BRINCKERHOFF**


401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

REGISTERED PROFESSIONAL
ENGINEER
STATE OF CALIFORNIA
No. E17123
Exp. 9/30/2017

DESIGNED BY
Mateo, P
DATE
08/19
DRAWN BY
Garnovskaya, O
CHECKED BY
Patel, A
SANDAG
Owsiany, F
DATE
08/19

SANDAG

401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900

**MID-COAST CORRIDOR
TRANSIT PROJECT**

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS

TRACTION ELECTRIFICATION SYSTEM
INDEX OF DRAWINGS

SCALE
NO SCALE

SANDAG CONTRACT NO.
5008600.4

DRAWING NO. SHEET NO.
RG101 4774

USCM669745

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27-SEP-2019

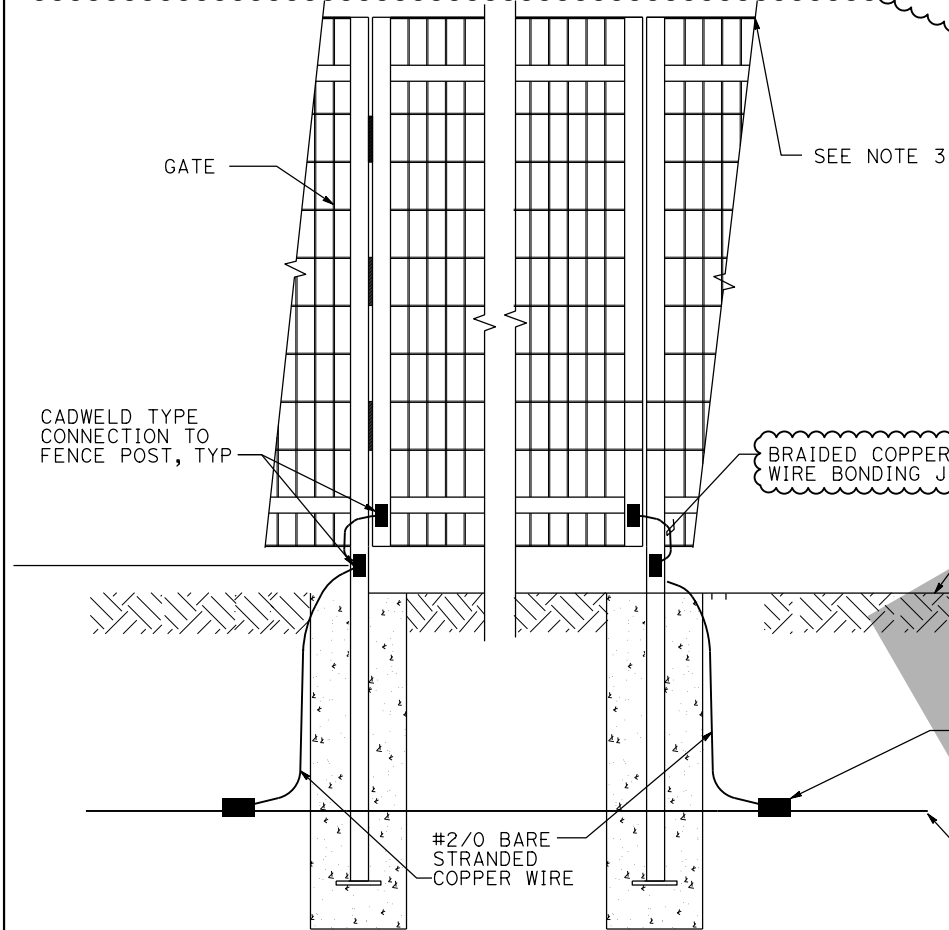
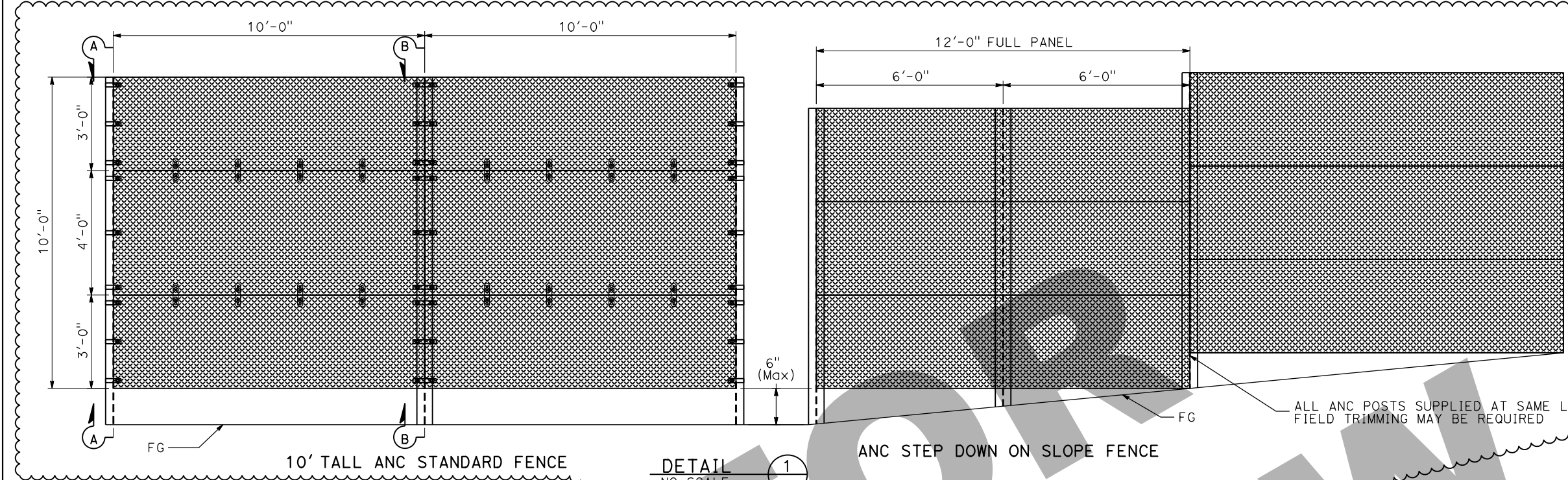
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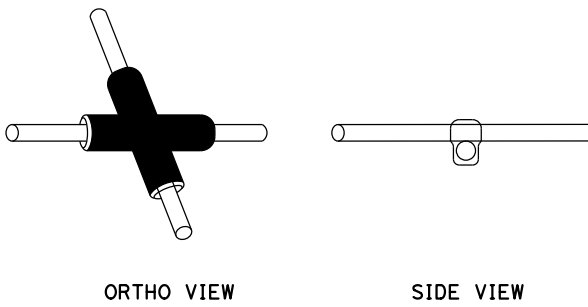
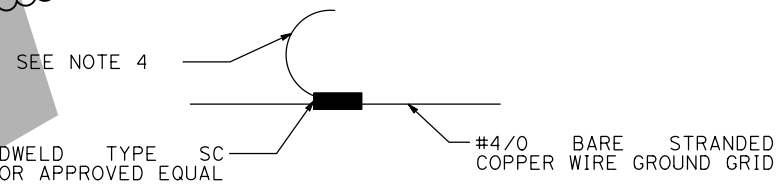
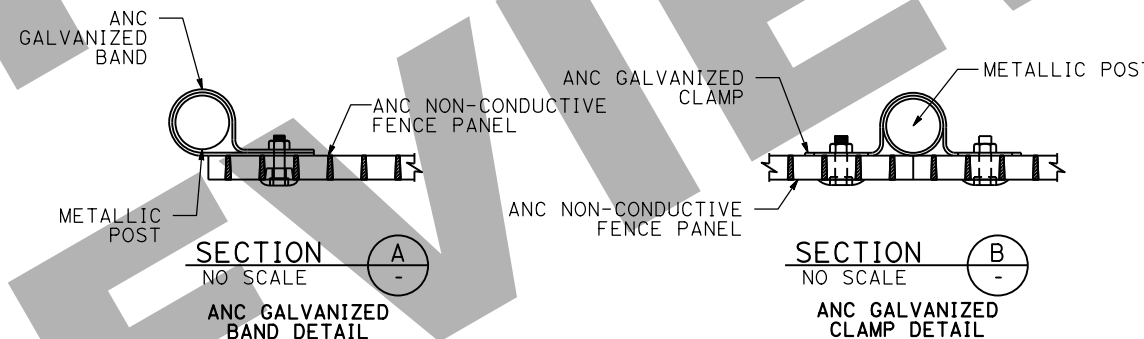
1. ALL CONNECTIONS BELOW GRADE SHALL BE MADE USING CADWELD TYPE CONNECTORS OR APPROVED EQUAL.
2. A #2/0 COPPER CABLE SHALL BE CONNECTED FROM THE GROUND GRID TO EVERY OTHER FENCE POST, EVERY GATE POST, AND EVERY CORNER POST.
3. SEE CIVIL SITE PLANS
4. 4/0 2kV INSULATED PIG TAIL (TYP).
5. UNLESS OTHERWISE NOTED, ALL GROUND RODS SHALL BE 3/4" DIA, 10' LENGTH, COPPER-CLAD STEEL.
6. NON CONDUCTIVE FENCE POSTS NOT GROUNDED.

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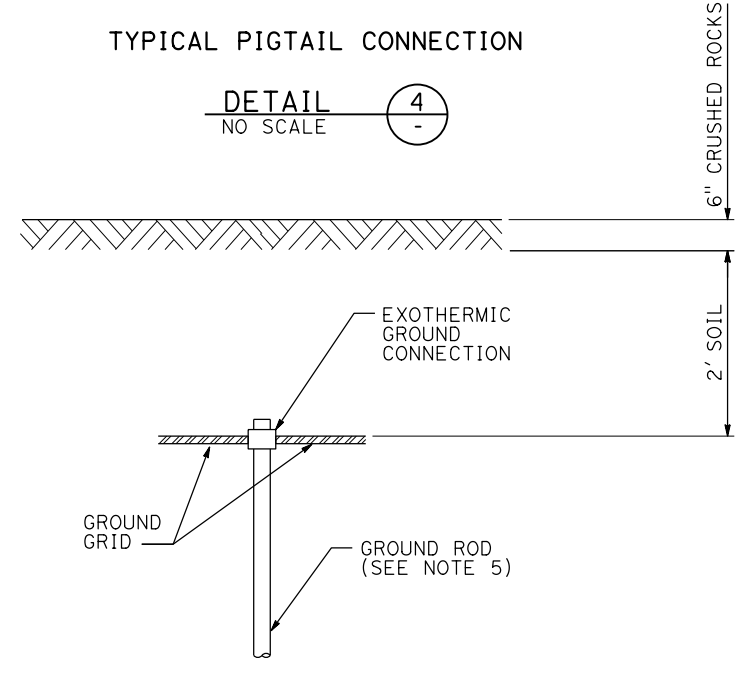
DETAIL NO SCALE 1

ANC STEP DOWN ON SLOPE FENCE



EXOTHERMIC WELD

DETAIL NO SCALE 3



TYPICAL GROUND ROD CONNECTION

DETAIL NO SCALE 5

2		CCO#4568	MP	PA	FEO
1	03/05/19	CCO#4593	MP	PA	FEO
0	05/26/17	ISSUED FOR CONSTRUCTION	MP	PA	FEO
No.	DATE	REVISION	BY	CHK	APRV

PARSONS BRINCKERHOFF
401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

REGISTERED PROFESSIONAL ENGINEER
JALAL GOHARI
ELECTRICAL
STATE OF CALIFORNIA
No. 6013748
3/31/2008

DESIGNED BY Gohari, J
DATE 05/17
DRAWN BY Kurnovskaya, O
DATE 05/17
CHECKED BY Fisher, R
DATE 05/17
SANDAG Owsiany, F
DATE 05/17

RELATIVE BORDER SCALE
15 IN INCHES
0 1 2

SANDAG
401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900

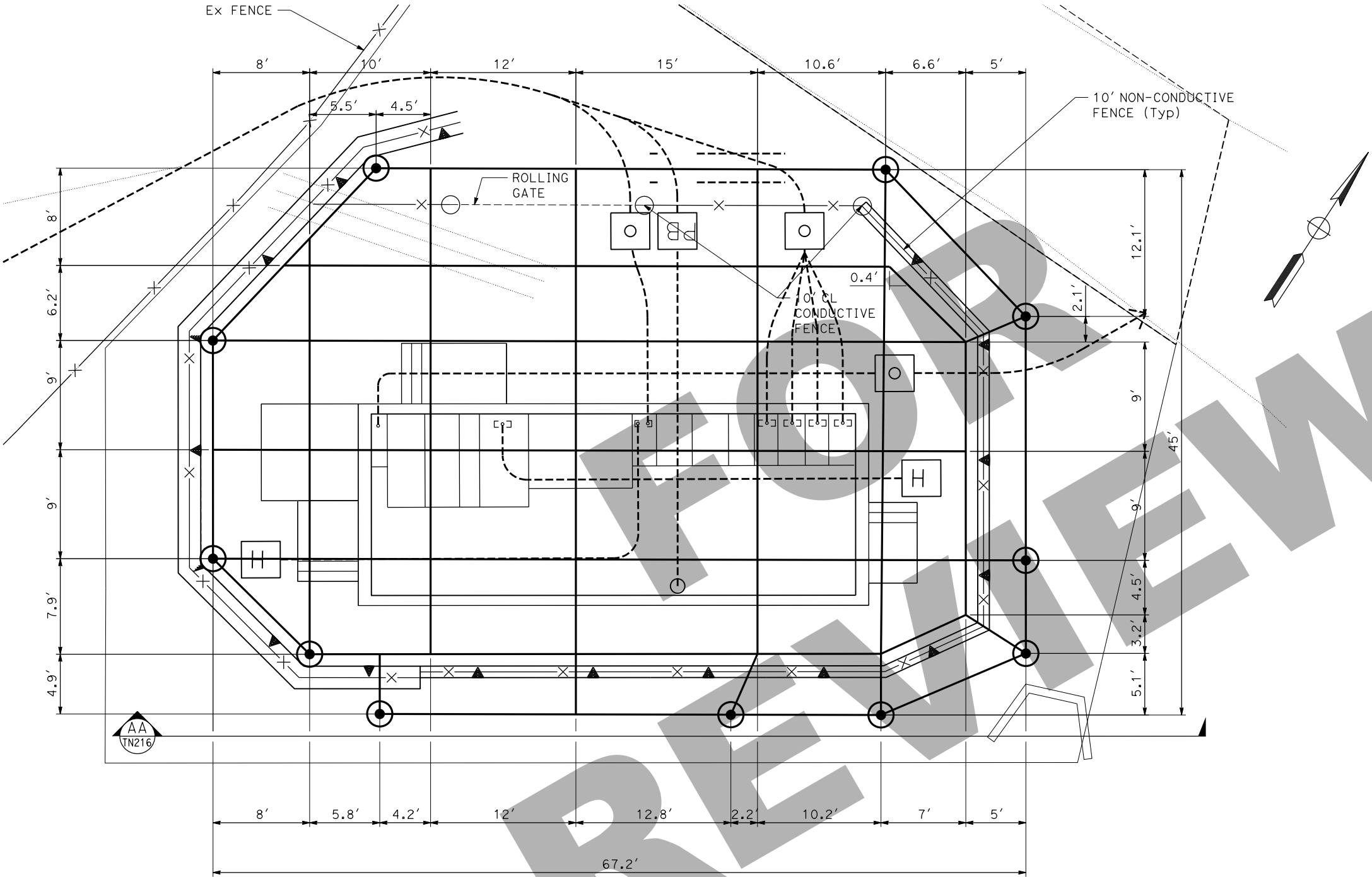
MID-COAST CORRIDOR TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS
TRACTION ELECTRIFICATION SYSTEM
SUBSTATION GROUNDING DETAILS
SHEET 2 OF 2

SCALE	NO SCALE
SANDAG CONTRACT NO.	5008600.4
DRAWING NO. SHEET NO.	IN203 4799

NOTES:

- 1. SUBSTATION GROUND GRID TEST WELL TO BE LOCATED BY THE CONTRACTOR, AND APPROVED BY THE CLIENT.
- 2. GROUND GRID CABLES SHALL BE 4/0 AWG BARE STRANDED COPPER WIRE. ALL GROUND RODS SHALL BE COPPER-CLAD STEEL, 3/4" DIAMETER MINIMUM, 10'-0" IN LENGTH, TOPS DRIVEN TO 2'-6" IN NATIVE SOIL.
- 3. GROUND GRID SHALL BE BURIED A MINIMUM OF 2'-6" IN NATIVE SOIL.
- 4. ALL GROUNDING AND BONDING SHALL COMPLY WITH UL STANDARD #467, NFPA 70, AND IEEE 80.
- 5. A RISER SHALL BE PROVIDED ABOVE FINISH GRADE FROM GROUND GRID TO EACH CORNER OF THE SUBSTATION HOUSING.
- 6. ALL MANHOLES, HANDHOLES AND PULLBOXES THAT ARE WITHIN THE GROUND GRID SHALL BE PROVIDED WITH #1/0 COPPER CABLE CONNECTION TO THE GROUND GRID.
- 7. ALL CONNECTIONS BELOW GRADE SHALL BE MADE USING CADWELD TYPE CONNECTORS OR EQUAL.
- 8. ALL CONDUCTIVE FENCE, CORNER POSTS AND GATE POSTS OF THE FENCE SHALL BE CONNECTED TO THE GROUND GRID BY #2/0 AWG BARE COPPER CONDUCTORS AND TO FENCE POSTS AT INTERVALS NOT EXCEEDING 20 FEET.
- 9. GROUND RODS SHALL BE INSTALLED ON THE PERIMETER OF THE GROUND GRID AS SHOWN.
- 10. FOUNDATION STEEL SUPPORT SHALL BE CONNECTED TO THE GROUND GRID #4/0 BARE COPPER CONDUCTOR AT THE FOUR CORNERS. SEE DETAIL 5 OF DWG TN202.
- 11. PROVIDE SINGLE ISOLATED GROUND ROD WITH 2 kV INSULATED #4/0 COPPER CABLES IN 1" PVC CONDUIT CONNECTED TO EACH SURGE ARRESTER LOCATED DIRECTLY BENEATH EACH DC FEEDER COMPARTMENT.
- 12. SEE DRAWINGS TN202 AND TN203 FOR FENCE AND SUBSTATION GROUNDING DETAILS.
- 13. GROUND GRID INSTALLATION AND CONNECTIONS SHALL BE COORDINATED WITH THE SANDAG SUPPLIED TRACTION POWER SUBSTATIONS EQUIPMENT LAYOUT PLAN, CIVIL SITE PLANS, AND FOUNDATION PLANS.
- 14. SEE DRAWING TN216 FOR SECTION DETAILS.
- 15. 6" LAYER OF CRUSHED ROCK HAVING A MINIMUM RESISTIVITY OF 2,000 ohm-m WHEN WET SHALL EXTEND 3' BEYOND THE GROUND GRID.



FEZ ST SUBSTATION GROUND GRID - PLAN

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Gohari, J
DATE
11/19
DRAWN BY
Mulick, C.
11/19
CHECKED BY
Fisher, R
11/19
SANDAG
Owsiany, F
11/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS

TRACTION ELECTRIFICATION SYSTEM
FEZ ST
TPSS GROUND GRID PLAN

SCALE
1" = 5'

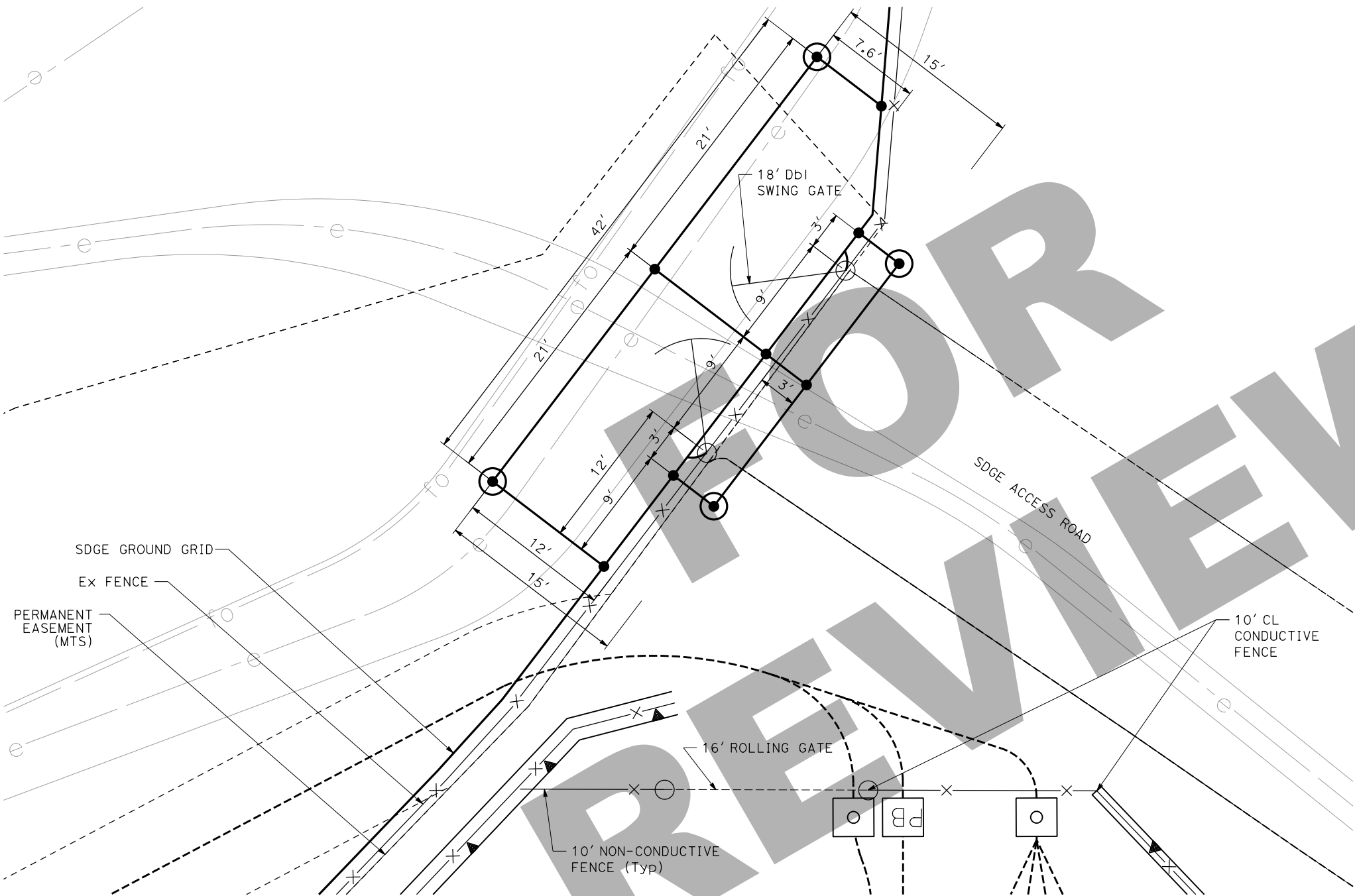
SANDAG CONTRACT NO.
5008600.4

DRAWING NO. SHEET NO.
TN215 4811


No.	DATE	REVISION	BY	CHK	APRV
0		ISSUED FOR CONSTRUCTION/ CCO# 4568	GJ	PA	FEO

NOTES:

- 1. GROUND GRID CABLES SHALL BE 4/0 AWG BARE STRANDED COPPER WIRE. ALL GROUND RODS SHALL BE COPPER-CLAD STEEL, 3/4" DIAMETER MINIMUM, 10'-0" IN LENGTH, TOPS DRIVEN TO 2'-6" IN NATIVE SOIL.
- 2. GROUND GRID SHALL BE BURIED A MINIMUM OF 2'-6" IN NATIVE SOIL.
- 3. ALL GROUNDING AND BONDING SHALL COMPLY WITH SDG&E STANDARDS, UL STANDARD #467, NFPA 70, AND IEEE 80.
- 4. ALL GROUND GRID BELOW GRADE CONNECTIONS AROUND THE SDG&E GATE SHALL USE DMC SWAGE TYPE CONNECTORS IN COMPLIANCE WITH SDG&E STANDARDS.
- 5. ALL CONDUCTIVE FENCE, CORNER POSTS AND GATE POSTS OF THE FENCE SHALL BE CONNECTED TO THE GROUND GRID BY #2/0 AWG BARE COPPER CONDUCTORS AND TO FENCE POSTS AT INTERVALS NOT EXCEEDING 20 FEET.
- 6. GROUND RODS SHALL BE INSTALLED ON THE PERIMETER OF THE GROUND GRID AS SHOWN.
- 7. SEE DRAWINGS TN202 AND TN203 FOR FENCE AND SUBSTATION GROUNDING DETAILS.
- 8. 6" LAYER OF CRUSHED ROCK HAVING A MINIMUM RESISTIVITY OF 2,000 ohm-m WHEN WET SHALL EXTEND 3' BEYOND THE GROUND GRID.
- 9. SEE DRAWING TN023 FOR SUBSTATION SITE PLAN.
- 10. SEE SDGE DRAWING GE-S-657 FOR GENESSEE SUBSTATION GROUNDING PLAN.
- 11. SEE SDGE DRAWING SDS-S-659 FOR STANDARD GROUNDING DESIGN GUIDELINES.



SDGE ACCESS ROAD GATE GROUND GRID - PLAN

						<div><div><div>PARSONS BRINCKERHOFF</div><div>401 B STREET, SUITE 1650 SAN DIEGO, CA 92101 TEL (619) 338-9376 FAX (619) 338-8123</div></div><div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>JALAL GOHARI</div><div>No. E013718</div><div>3/31/2009</div><div>ELECTRICAL</div><div>STATE OF CALIFORNIA</div></div></div>	DESIGNED BY Gohari, J	DATE 11/19	<div><div>SANDAG</div><div>401 B STREET, SUITE 800 SAN DIEGO, CA 92101-4231 (619) 699-1900</div></div> <div><div></div><div>MID-COAST CORRIDOR TRANSIT PROJECT</div></div>	MID-COAST CORRIDOR TRANSIT PROJECT FINAL PLANS		SCALE 1" = 5'	
0	ISSUED FOR CONSTRUCTION/ CCO# 4568		GJ	PA	FEO			DRAWN BY Mulick, C.		11/19		SANDAG CONTRACT NO. 5008600.4	
								CHECKED BY Fisher, R		11/19			
No.	DATE	REVISION	BY	CHK	APRV	RELATIVE BORDER SCALE IS IN INCHES	0	1		2			DRAWING NO. TN215A

USCM669745

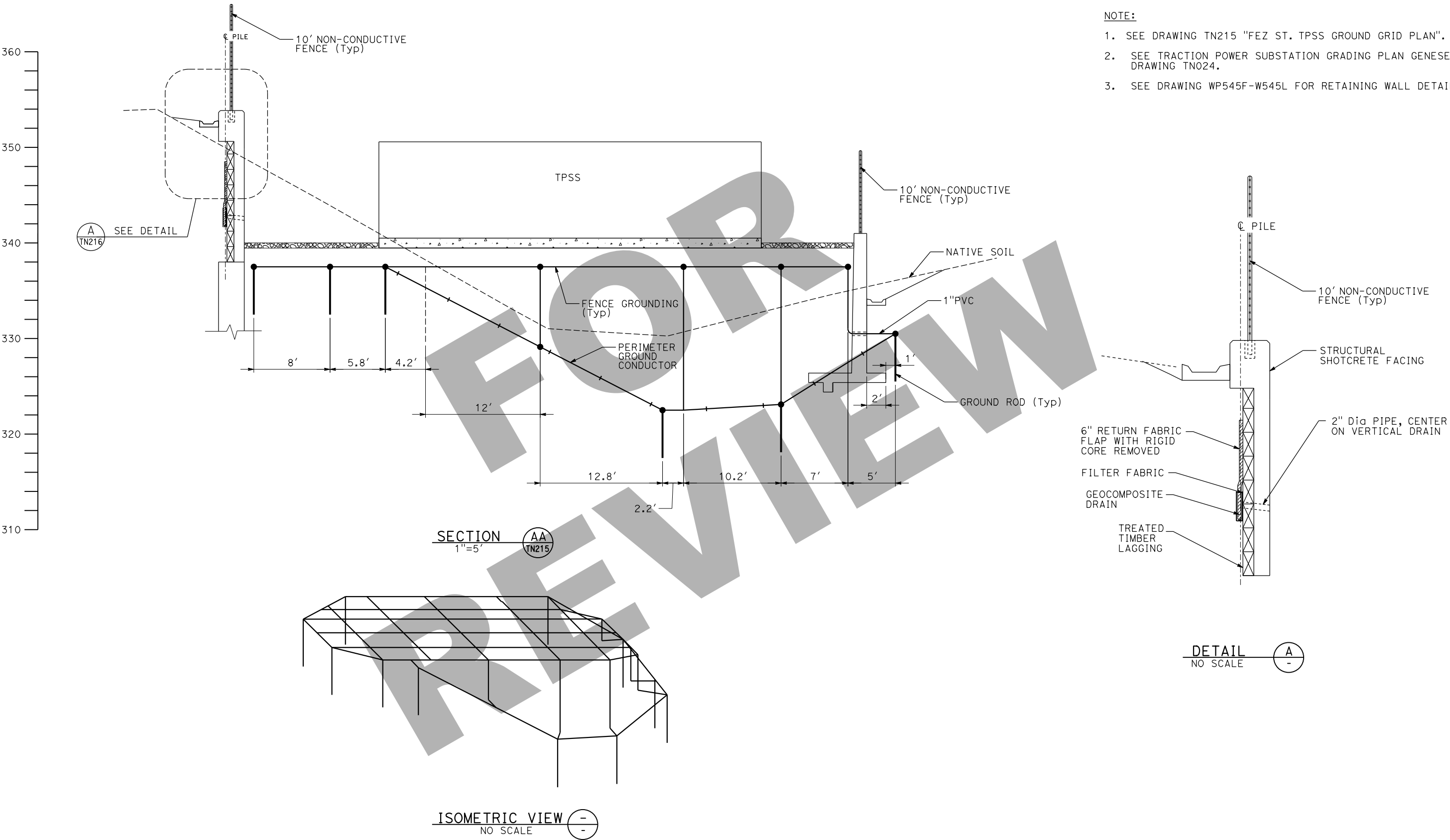
15:58

17-JUL-2020

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- NOTE:
- 1. SEE DRAWING TN215 "FEZ ST. TPSS GROUND GRID PLAN".
 - 2. SEE TRACTION POWER SUBSTATION GRADING PLAN GENESEE DRAWING TN024.
 - 3. SEE DRAWING WP545F-W545L FOR RETAINING WALL DETAILS.



						<div><div><div>PARSONS BRINCKERHOFF</div><div>401 B STREET, SUITE 1650 SAN DIEGO, CA 92101 TEL (619) 338-9376 FAX (619) 338-8123</div></div><div><div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>JALAL GOHARI</div><div>No. E012748</div><div>3/31/2020</div><div>ELECTRICAL</div><div>STATE OF CALIFORNIA</div></div><div><i>Jalal Gohari</i></div></div></div>	DESIGNED BY Gohari, J	DATE 11/19	<div><div><div>SANDAG</div><div>401 B STREET, SUITE 800 SAN DIEGO, CA 92101-4231 (619) 699-1900</div></div><div><div><div>MID-COAST CORRIDOR TRANSIT PROJECT</div></div></div></div>	MID-COAST CORRIDOR TRANSIT PROJECT FINAL PLANS		SCALE NO SCALE	
											SANDAG CONTRACT NO. 5008600.4		
0		ISSUED FOR CONSTRUCTION/ CCO# 4568	GJ	PA	FE0						TRACTION ELECTRIFICATION SYSTEM FEZ ST		DRAWING NO. SHEET NO. TN216 4812
No.	DATE	REVISION	BY	CHK	APRV	RELATIVE BORDER SCALE IS IN INCHES	0 1 2				TPSS GROUND GRID SECTION DETAILS		

NOTES:

1. ORIENTATION OF SUBSTATION AND ITS ASSOCIATED EQUIPMENT, DUCTBANK ROUTINGS, PB, MH & HH ARE SUBJECT TO CHANGE UPON RECEIPT OF MTS FURNISHED EQUIPMENT.
2. ALL RADIUS BENDS ARE TO MATCH THE CABLE BENDING REQUIREMENTS AND SHALL CONFORM TO NEC.
3. EXPOSED STUB-UPS ABOVE FINISHED GRADE ARE TO BE GRS AND FITTED WITH A GROUNDING BUSHING.
4. CONDUIT ROUTING MAYBE CHANGED TO SUIT FIELD CONDITIONS.
5. ALL PULL BOXES, MANHOLES AND HANDHOLES ARE TO CONFORM TO AASHTO HS-20 FULL TRAFFIC RATED, MOUNTED FLUSH WITH THE FINISHED GRADE AND EQUIPPED WITH CABLE RACKS, GROUND ROD KNOCK-OUTS AND GROUNDING ACCESSORIES. VERIFY REQUIREMENT OF VAULTS THROUGH CABLE PULL CALCULATIONS.
6. REFER TO CIVIL DRAWING TN023 AND TN024 FOR TPSS SITE & GRADING PLANS.
7. COORDINATE STUB-UP LOCATIONS WITH TPSS MANUFACTURER'S DRAWINGS.
8. CONDUIT AND CABLE SIZES FROM SDG&E METERING EQUIPMENT SHALL BE DESIGNED BY SDG&E. FINAL DESIGN SHALL BE COORDINATED WITH SDG&E.
9. REFER TO GRADING & DRAINAGE PLAN FOR SITE COORDINATION.
10. 12KV INCOMING UTILITY POWER DUCTBANK SHALL BE COORDINATED WITH SDG&E.
11. SEE DRAWING TN363 FOR CONDUIT AND CABLE SCHEDULE.
12. PROVIDE MINIMUM 6" VERTICAL SEPARATION BETWEEN ANY CROSSING DUCTBANKS.
13. REFER TO DWG TN364 FOR CABLES, SUPPORT AND CONDUITS INSIDE BRIDGE STRUCTURE.
14. REFER TO DWG TN309 FOR AERIAL TYPICAL IMPEDANCE BOND DETAILS.
15. STROBE WARNING LIGHT (BLS) AND MOUNTING BRACKET, SHALL BE OWNER FURNISHED AND INSTALLED BY THIS CONTRACT.
16. ALL DUCTBANK CONDUIT ARE PVC SCHEDULE 40, UNLESS NOTED OTHERWISE.
17. REFER TO DWG TN362A FOR DETAILED DUCTBANK ALIGNMENT.

STROBE LIGHT (BSL) WORSE CASE VOLTAGE DROP

- * CURRENT DRAWN = 0.108 AMPS
- * DISTANCE = 723FT, VOLTAGE = 120V, WIRE SIZE = #14 AWG
- * FORMULA = $\frac{\text{AMPS} \times \text{DISTANCE} \times 25.42 \times 100}{\text{CIRC MILLS} \times \text{VOLTAGE}} = \frac{0.108 \times 723 \times 25.42}{4110} = 0.4\%$

SITE PLAN
SCALE: 1"=20'

PLAN - FEZ ST TPSS #15

DETAIL
SCALE: 1"=10'

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Godara, R
DATE
11/19
DRAWN BY
Kurnovskaya, O
11/19
CHECKED BY
Patel, A
11/19
SANDAG
Owsiany, F
11/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS

TRACTION ELECTRIFICATION SYSTEM
FEZ ST

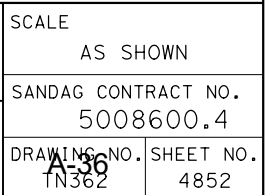
DUCTBANK LAYOUT PLAN AND DETAIL NO. 1

SCALE
AS SHOWN

SANDAG CONTRACT NO.
5008600.4

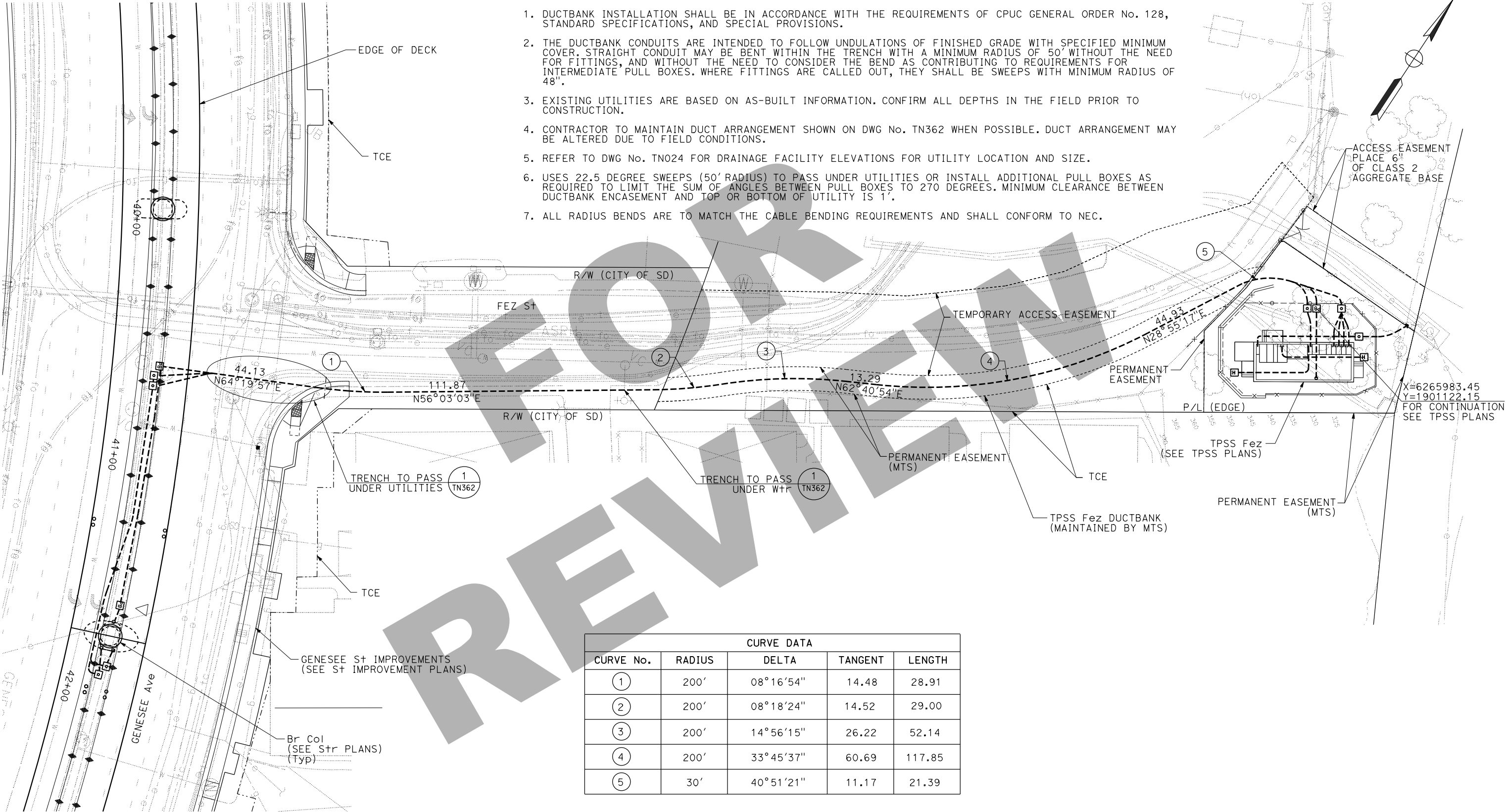
DRAWING NO. SHEET NO.
A-35
TN361 4851

O		ISSUED FOR CONSTRUCTION/CCO NO. 4568	GR	PA	FEO
No.	DATE	REVISION	BY	CHK	APRV



NOTES:

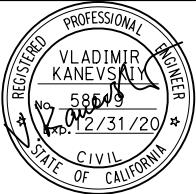
1. DUCTBANK INSTALLATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF CPUC GENERAL ORDER No. 128, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS.
2. THE DUCTBANK CONDUITS ARE INTENDED TO FOLLOW UNDULATIONS OF FINISHED GRADE WITH SPECIFIED MINIMUM COVER. STRAIGHT CONDUIT MAY BE BENT WITHIN THE TRENCH WITH A MINIMUM RADIUS OF 50' WITHOUT THE NEED FOR FITTINGS, AND WITHOUT THE NEED TO CONSIDER THE BEND AS CONTRIBUTING TO REQUIREMENTS FOR INTERMEDIATE PULL BOXES. WHERE FITTINGS ARE CALLED OUT, THEY SHALL BE SWEEPS WITH MINIMUM RADIUS OF 48".
3. EXISTING UTILITIES ARE BASED ON AS-BUILT INFORMATION. CONFIRM ALL DEPTHS IN THE FIELD PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO MAINTAIN DUCT ARRANGEMENT SHOWN ON DWG No. TN362 WHEN POSSIBLE. DUCT ARRANGEMENT MAY BE ALTERED DUE TO FIELD CONDITIONS.
5. REFER TO DWG No. TN024 FOR DRAINAGE FACILITY ELEVATIONS FOR UTILITY LOCATION AND SIZE.
6. USES 22.5 DEGREE SWEEPS (50' RADIUS) TO PASS UNDER UTILITIES OR INSTALL ADDITIONAL PULL BOXES AS REQUIRED TO LIMIT THE SUM OF ANGLES BETWEEN PULL BOXES TO 270 DEGREES. MINIMUM CLEARANCE BETWEEN DUCTBANK ENCASUREMENT AND TOP OR BOTTOM OF UTILITY IS 1'.
7. ALL RADIUS BENDS ARE TO MATCH THE CABLE BENDING REQUIREMENTS AND SHALL CONFORM TO NEC.



CURVE DATA				
CURVE No.	RADIUS	DELTA	TANGENT	LENGTH
①	200'	08°16'54"	14.48	28.91
②	200'	08°18'24"	14.52	29.00
③	200'	14°56'15"	26.22	52.14
④	200'	33°45'37"	60.69	117.85
⑤	30'	40°51'21"	11.17	21.39

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Chibidakis, R.
DATE
11/19
DRAWN BY
Mulick, C.
11/19
CHECKED BY
Kanevskiy, V.
11/19
SANDAG
Owsiany, F.
11/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS

TRACTION ELECTRIFICATION SYSTEM
FEZ St
DUCTBANK LAYOUT PLAN AND DETAIL No. 3

SCALE
HORIZ: 1"=20'

SANDAG CONTRACT NO.
5008600.4

DRAWING NO. SHEET NO.
TN362A 4852A

NOTES:

1. REFER TO COMM DESIGN FOR EXACT CABLE LENGTH AND TYPE.

						<div><div><div>PARSONS BRINCKERHOFF</div><div>401 B STREET, SUITE 1650 SAN DIEGO, CA 92101 TEL (619) 338-9376 FAX (619) 338-8123</div></div><div><div>RELATIVE BORDER SCALE IS IN INCHES</div><div><div>0</div><div>1</div><div>2</div></div></div></div> <div><div><div>DESIGNED BY Godara, R</div><div>DATE 11/19</div></div><div><div>DRAWN BY Kurnovskaya, O</div><div>11/19</div></div><div><div>CHECKED BY Patel, A</div><div>11/19</div></div><div><div>SANDAG Owsiany, F</div><div>11/19</div></div></div> <div><div><div><div><div>SANDAG</div><div>401 B STREET, SUITE 800 SAN DIEGO, CA 92101-4231 (619) 699-1900</div></div><div><div>MID-COAST CORRIDOR TRANSIT PROJECT</div></div></div></div><div><div>MID-COAST CORRIDOR TRANSIT PROJECT FINAL PLANS</div><div>TRACTION ELECTRIFICATION SYSTEM FEZ ST CONDUIT AND CABLE SCHEDULE</div></div><div><div>SCALE NO SCALE</div><div>SANDAG CONTRACT NO. 5008600.4</div><div>DRAWING NO. A-38 TN363</div><div>SHEET NO. 4853</div></div></div> <tr><td>0</td><td></td><td>ISSUED FOR CONSTRUCTION/CCO NO. 4568</td><td>GR</td><td>PA</td><td>FEO</td></tr> <tr><td>No.</td><td>DATE</td><td>REVISION</td><td>BY</td><td>CHK</td><td>APRV</td></tr>	0		ISSUED FOR CONSTRUCTION/CCO NO. 4568	GR	PA	FEO	No.	DATE	REVISION	BY	CHK	APRV
0		ISSUED FOR CONSTRUCTION/CCO NO. 4568	GR	PA	FEO													
No.	DATE	REVISION	BY	CHK	APRV													

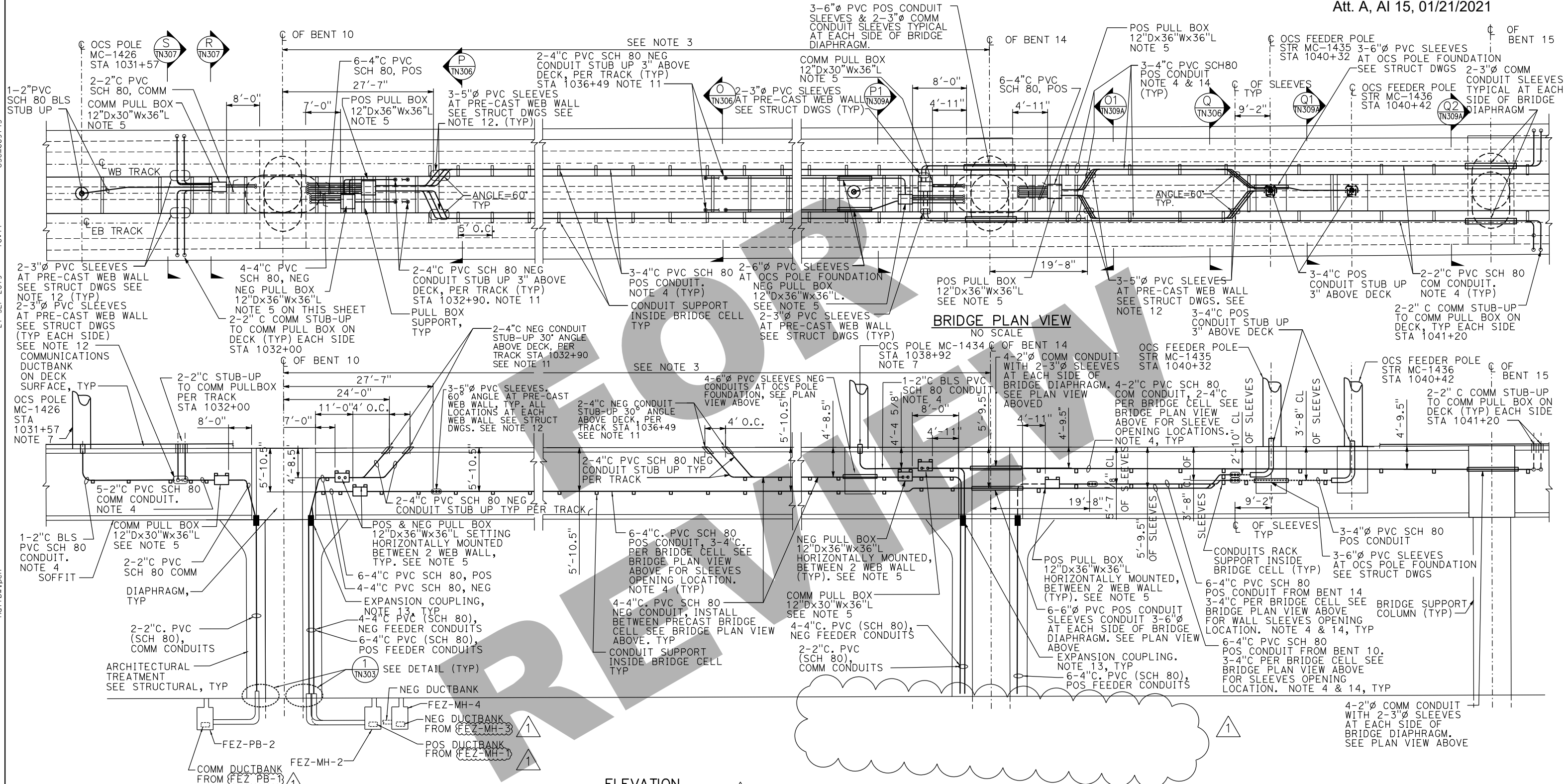
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NOTES:

- FOR GENERAL NOTES SEE DRAWING (TN361).
- SEE DWG (TN306 TO TN309A) FOR ALL BRIDGE SECTION DETAILS.
- PROVIDE 3-6" PVC SLEEVES AT EACH SIDE BRIDGE DIAPHRAGM, TYPICAL BETWEEN BENT CAP 11 THROUGH BENT CAP 14. REFER TO STRUCTURAL DWG FOR EXACT SLEEVES LOCATION.
- ALL CONDUIT SHALL BE RUN EXPOSED INSIDE PRECAST BRIDGE CELL STRUCTURES, UNLESS NOTED OTHERWISE.
- ALL VERTICAL CABLES FROM COLUMN, SHALL BE SUPPORTED INSIDE PULL BOX PER DET 4 SHOWN ON DWG TN303.
- ALL CONDUITS THAT PASSES THROUGH STRUCTURAL HINGES, CONTRACTOR SHALL PROVIDE AN EXPANSION/DEFLECTION COUPLING.
- REFER TO DWG (TN347) DETAIL B FOR BLS MOUNTING.
- FOR PULL BOX INSTALLED BETWEEN GIRDER STRUCTURES REFER TO NOTE 7, DWG TN306 FOR NEMA TYPE.
- FOR ALL VERTICAL CONDUITS THAT RUN THROUGH COLUMN, REFER TO STRUCTURAL DWG 4F-PD001.
- PRIOR TO ANCHORING TO PRECAST STRUCTURE WEB, CONTRACTOR SHALL COORDINATE LOCATION OF SUPPORT WITH STRUCTURAL ENGINEER BEFORE DRILLING.
- FOR NEGATIVE CONDUIT STUB-UPS EXACT LOCATION, REFER STRUCTURAL DRAWING 4F-PD003, DETAIL 2.
- FOR CONDUIT OPENING AT PRECAST WEB WALL, REFER TO STRUCTURAL DRAWING 4F-PD008
- CONTRACTOR TO PROVIDE EXPANSION COUPLING, BY CARLON PRODUCT TYPE CAT # E945 SERIES OR APPROVED EQUAL.
- AFTER A NEW TPSS SITE LOCATION WAS SELECTED AND FINALIZED, A ONE SET OF 6-4" POS CONDUIT WILL BE INSTALL ONLY, (3-4" CONDUIT PER BRIDGE CELL). THE OTHER SET OF 6-4" POS CONDUIT WILL BECOME SPARE CONDUIT INSTALLED INSIDE BRIDGE CEL.

**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Godara, R
DATE 08/19
DRAWN BY
Kurnovskaya, O
08/19
CHECKED BY
Patel, A
08/19
SANDAG
Owsiany, F
08/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900

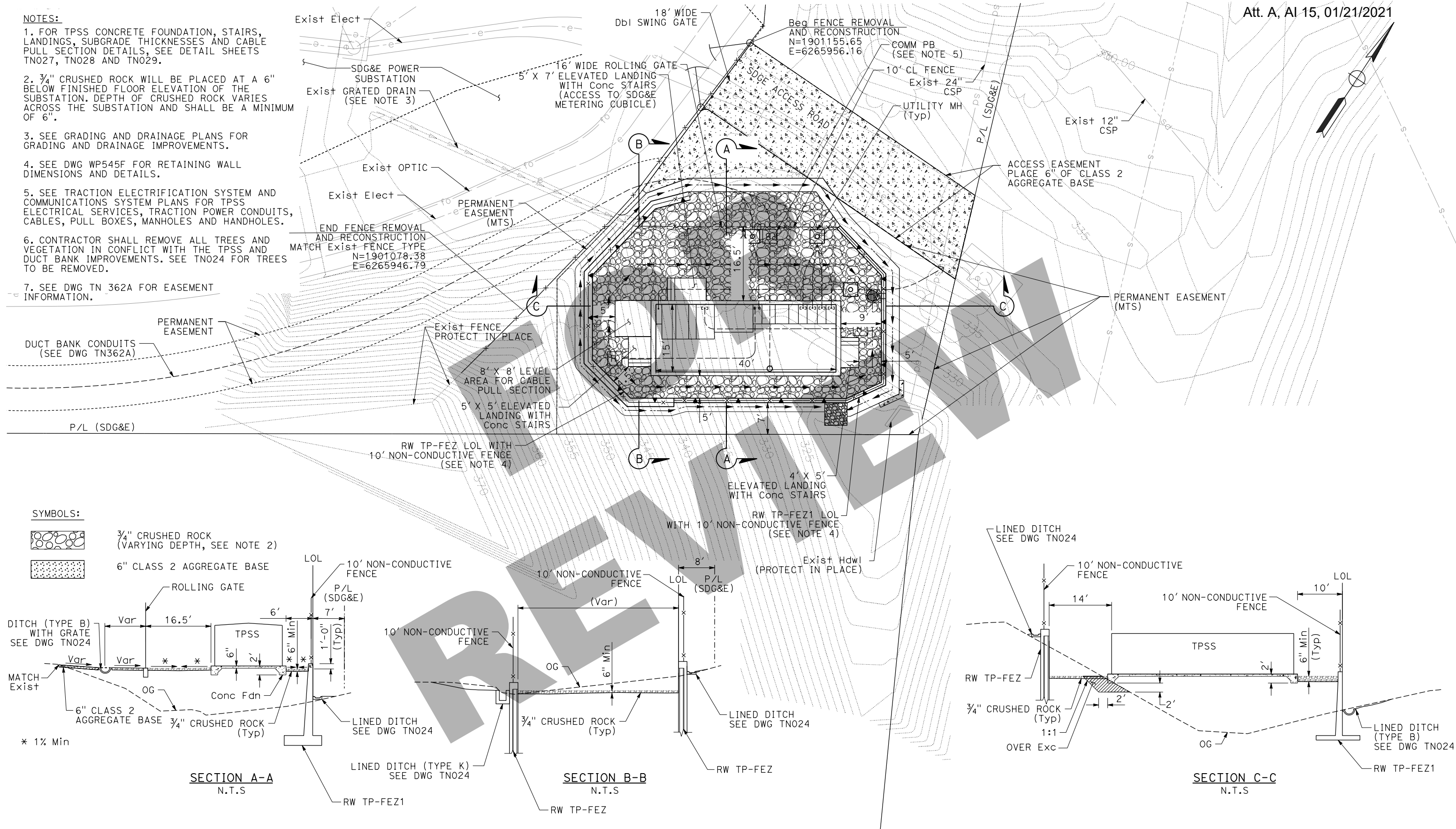


MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS
TRACTION ELECTRIFICATION SYSTEM
FEZ ST
CONDUIT AND CABLE SCHEMATIC

SCALE
AS SHOWN
SANDAG CONTRACT NO.
5008600.4
DRAWING NO. SHEET NO.
TN364 4854

1. FOR TPSS CONCRETE FOUNDATION, STAIRS, LANDINGS, SUBGRADE THICKNESSES AND CABLE PULL SECTION DETAILS, SEE DETAIL SHEETS TN027, TN028 AND TN029.
2. $\frac{3}{4}$ " CRUSHED ROCK WILL BE PLACED AT A 6" BELOW FINISHED FLOOR ELEVATION OF THE SUBSTATION. DEPTH OF CRUSHED ROCK VARIES ACROSS THE SUBSTATION AND SHALL BE A MINIMUM OF 6".
3. SEE GRADING AND DRAINAGE PLANS FOR GRADING AND DRAINAGE IMPROVEMENTS.
4. SEE DWG WP545F FOR RETAINING WALL DIMENSIONS AND DETAILS.
5. SEE TRACTION ELECTRIFICATION SYSTEM AND COMMUNICATIONS SYSTEM PLANS FOR TPSS ELECTRICAL SERVICES, TRACTION POWER CONDUITS, CABLES, PULL BOXES, MANHOLES AND HANDHOLES.
6. CONTRACTOR SHALL REMOVE ALL TREES AND VEGETATION IN CONFLICT WITH THE TPSS AND DUCT BANK IMPROVEMENTS. SEE TN024 FOR TREES TO BE REMOVED.
7. SEE DWG TN 362A FOR EASEMENT INFORMATION.

[illegible]

NOTES:

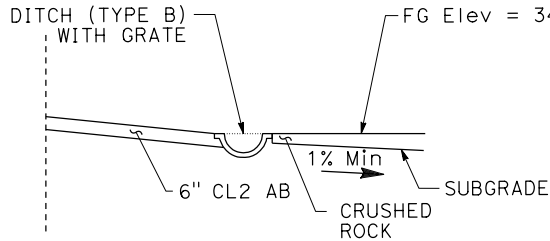
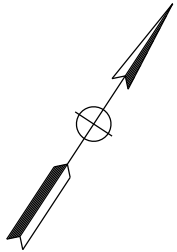
1. SEE DWG TN024A FOR NOTES, ELEVATIONS AND N/E DATA TABLE.
2. CONTOURS OUTSIDE OF THE SUBSTATION ARE THE FINISHED GRADE CONTOURS. FLOW LINE ELEVATIONS WITHIN THE SUBSTATION ARE SUBGRADE ELEVATION. FINISHED GRADE OF CRUSHED ROCK WITHIN THE PERIMETER OF THE SUBSTATION IS AT A CONSTANT ELEVATION OF 340.00.
3. UPON COMPLETION OF WORK, EROSION CONTROL HYDROSEED (NON-IRRIGATED) SHALL BE PLACED FOR SITE STABILIZATION FOR LIMITS OF GRADING AS NOTED BELOW AND IN THE APPROVED SWPPP BY THE CONTRACTOR. REFER TO DWG CD007 FOR FURTHER INFORMATION.

Att. A, AI 15, 01/21/2021

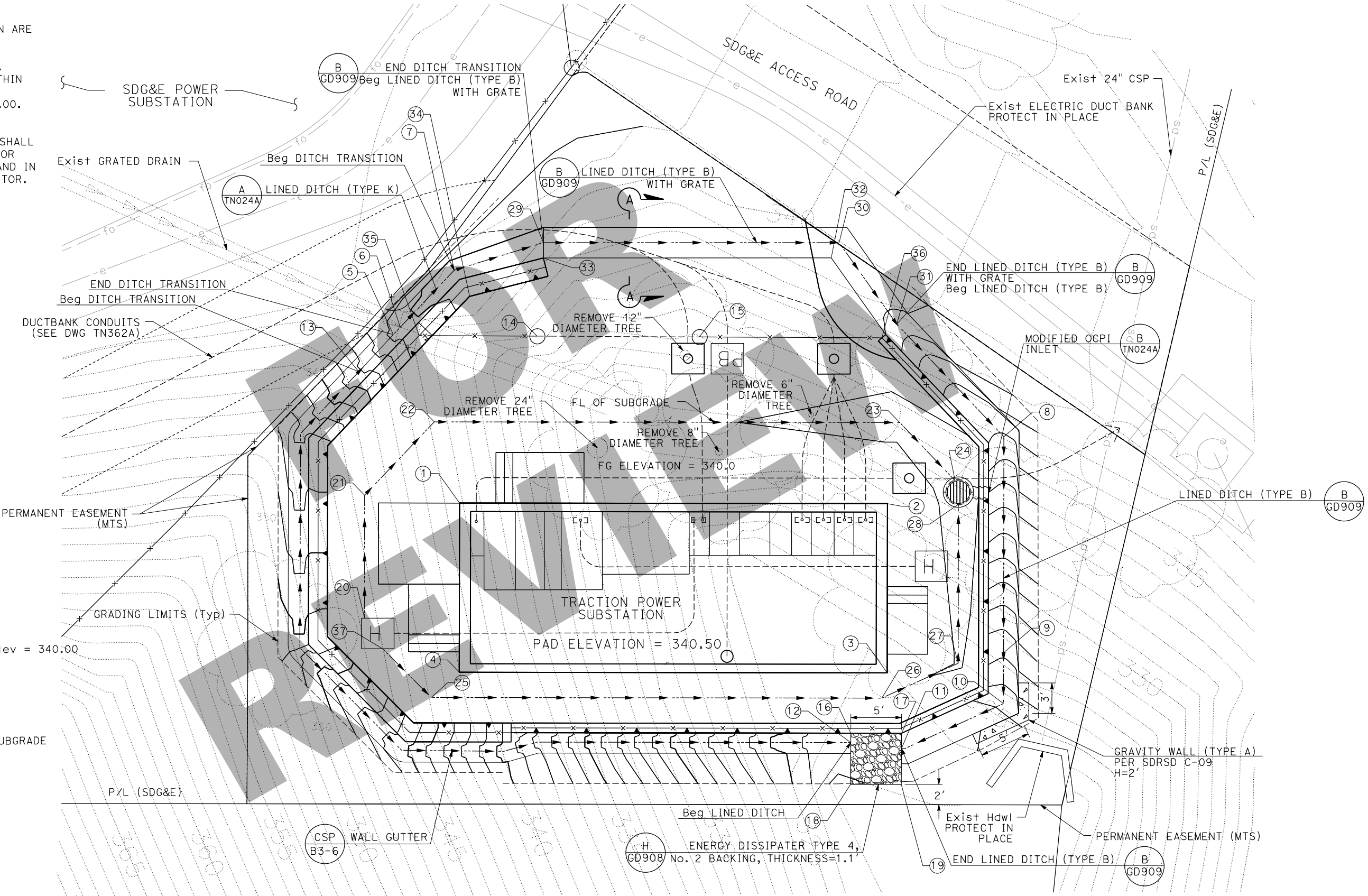
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SECTION A-A
N.T.S.



**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
IS IN INCHES

0 1 2



DESIGNED BY
Chibidakis, R.

DATE
11/19

DRAWN BY
Mulick, C.

11/19

CHECKED BY
KANEVSKIY, V.

11/19

SANDAG
Owsiany, F.

11/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS

TRACTION POWER SUBSTATION
GRADING AND DRAINAGE PLAN
FEZ S+

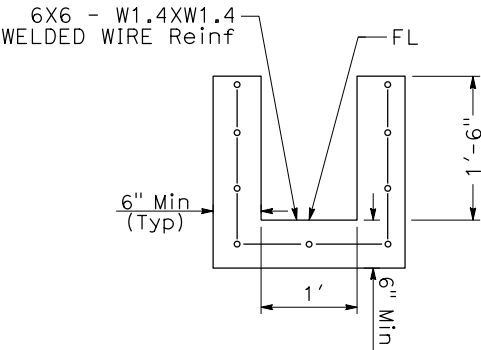
SCALE 1" = 5'

SANDAG CONTRACT NO.
5008600.4

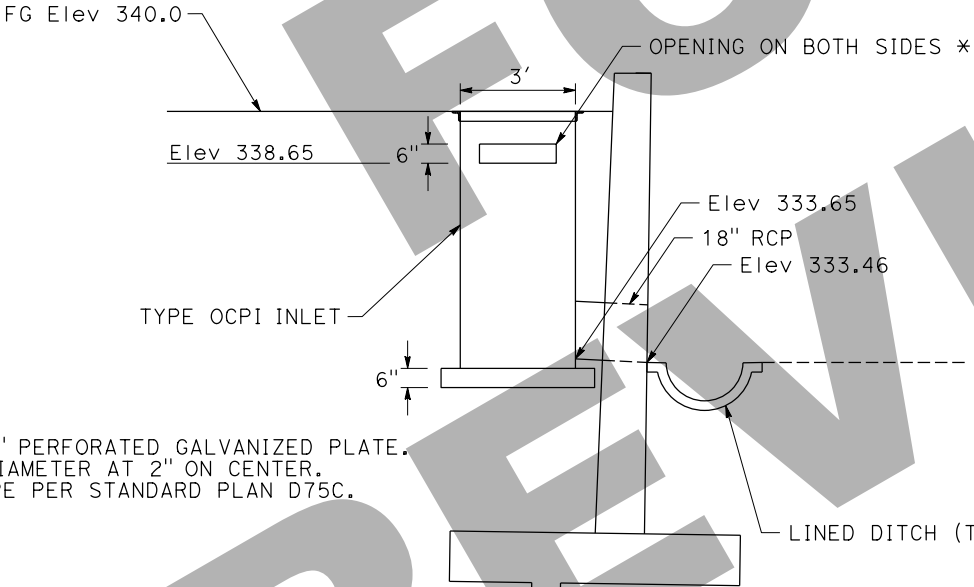
DRAWING NO. SHEET NO.
TN024 4935

- NOTES:
- 1. SEE DWG TN027 AND TN028 FOR FOUNDATION, STAIRS, LANDINGS, SUBGRADE THICKNESSES AND CABLE PULL SECTION DETAILS.
 - 2. SEE DWG TN361 AND TN362 FOR TPSS ELECTRICAL SERVICES, TRACTION POWER CONDUITS, CABLES, PULL BOXES, MANHOLES AND HANDHOLES.

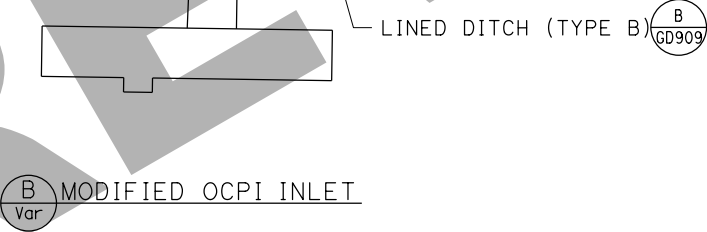
N/E DATA TABLE				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
①	1901095.77	6265969.19	340.00, 340.50	FS, PAD
②	1901118.85	6266004.47	340.00, 340.50	FS, PAD
③	1901104.91	6266013.60	340.00, 340.50	FS, PAD
④	1901081.82	6265978.31	340.00, 340.50	FS, PAD
⑤	1901106.07	6265954.61	340.80	FL
⑥	1901107.05	6265954.79	340.20	CONNECT SLOTTED DRAIN TO DITCH
⑦	1901114.67	6265956.16	340.02	FL
⑧	1901130.66	6266010.45	334.50	FL
⑨	1901112.84	6266022.11	326.03	FL
⑩	1901108.66	6266024.85	324.56	FL
⑪	1901099.44	6266018.88	322.72	FL
⑫	1901097.19	6266014.37	322.36	FL
⑬	1901101.15	6265953.78	344.44	FL
⑭	1901113.71	6265966.54		Beg ROLLING GATE
⑮	1901122.42	6265979.96		END ROLLING GATE
⑯	1901097.96	6266013.87	MATCH Exist	RIP RAP CORNER
⑰	1901100.69	6266018.06	MATCH Exist	RIP RAP CORNER
⑱	1901093.73	6266016.61	MATCH Exist	RIP RAP CORNER
⑲	1901096.47	6266020.80	MATCH Exist	RIP RAP CORNER
⑳	1901081.14	6265967.58	339.50	FL SUBGRADE
㉑	1901091.28	6265960.93	339.38	FL SUBGRADE
㉒	1901101.09	6265962.71	339.27	FL SUBGRADE
㉓	1901126.21	6266001.11	338.81	FL SUBGRADE
㉔	1901124.41	6266008.81	338.73	FL SUBGRADE
㉕	1901078.22	6265977.37	339.50	FL SUBGRADE
㉖	1901102.52	6266014.52	339.05	FL SUBGRADE
㉗	1901109.53	6266018.94	338.97	FL SUBGRADE
㉘	1901122.64	6266010.36	338.73	FL SUBGRADE
㉙	1901121.76	6265962.01	340.00, 339.00	TOP OF DITCH, FL
㉚	1901137.75	6265986.38	339.42, 338.42	TOP OF DITCH, FL
㉛	1901134.16	6265995.53	339.22, 338.22	TOP OF DITCH, FL
㉜	1901136.07	6265986.56	339.25	SUBGRADE
㉝	1901120.50	6265962.84	339.50	SUBGRADE
㉞	1901113.33	6265958.83	339.53	SUBGRADE
㉟	1901107.38	6265956.80		Beg FENCE
㊱	1901132.23	6265995.06		END FENCE
㊲	1901079.60	6265970.72	339.57	FL SUBGRADE



A DITCH (TYPE K)

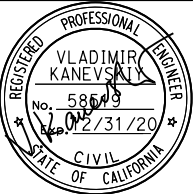


* TRASH RACK SHALL BE 3/8" PERFORATED GALVANIZED PLATE. PERFORATION SHALL BE 1/2" DIAMETER AT 2" ON CENTER. CONNECTION TO CONCRETE PIPE PER STANDARD PLAN D75C.



**PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY
Chibidakis, R.
DRAWN BY
Mulick, C.
CHECKED BY
Kanevskiy, V.
SANDAG
Owsiany, F.

DATE
11/19

DATE
11/19

DATE
11/19



401 B STREET, SUITE 800
SAN DIEGO, CA 92101-4231
(619) 699-1900



MID-COAST CORRIDOR
TRANSIT PROJECT

MID-COAST CORRIDOR TRANSIT PROJECT
FINAL PLANS

TRACTION POWER SUBSTATION
GRADING AND DRAINAGE DETAILS
FEZ S+

SCALE
NO SCALE

SANDAG CONTRACT NO.
5008600.4

DRAWING NO. SHEET NO.
TN024A 4935A

Exhibit C

ADDITIONAL REQUIREMENTS

1. Prior to commencement of construction or major maintenance and repair work (other than non-intrusive day-to-day maintenance and repair) in the License Areas, Licensee shall coordinate with Licensor's representative. The contact individual for Licensor will be Sean Myott whose phone number is 619-916-7233, or such other successor representative in Land Management.
2. Access to work in the License Areas shall be permitted in accordance with all applicable City ordinances and requirements.
3. Licensor reserves the right to require Licensee to be accompanied by an employee or contractor, or to have a standby observing Licensee's work conducted on the Real Property. Licensor shall charge Licensee the standard hourly rate for the cost of such employee's or contractor's time and provide an invoice to Licensee for the amount due to Licensor for the cost of such time. Licensee shall pay to Licensor the amount due within thirty (30) days of delivery of the invoice.
4. Except for the respective Permitted Purpose, Licensee shall not conduct and shall not cause to be conducted any physically invasive activities, including but not limited to any excavation, demolition, grading, soil borings, or Phase II environmental testing, within the Real Property and/or the License Areas.
5. Licensee shall accept total responsibility to require all Licensee Parties to carry and maintain insurance coverage with limits not less than those required in Paragraph 14 of the Agreement. Licensee shall incorporate insurance requirements by reference within any contract executed by Licensee or Licensee Parties and shall cause each Licensee Party to comply with the terms of this License. Licensee will obtain and verify accuracy in their entirety of certificates of insurance evidencing required coverage prior to permitting Licensee Parties from performing work or services on the Real Property and/or License Areas. Licensee will furnish original certificates of insurance with additional insured endorsements from all of its Licensee Parties as evidence thereof as Licensor may reasonably request.
6. Licensee shall utilize only Licensor-approved contractors to install (i) the new gate on Licensor's Substation Area fence, (ii) the temporary construction fence within Licensor's Substation Area, and (iii) the grounding of said gate and fence and, if so directed by Licensor, for any restoration or repairs to the Real Property and/or License Area caused by Licensee or Licensee Parties during construction. Licensee shall adhere to Licensor's engineering standards (then-current at the time of installation) and allow Licensor to observe the work.
7. Without limiting any of Licensee's other payment obligations set forth in this Agreement, Licensee shall pay for all of the work described in Paragraph 6 of these requirements above.

8. Licensee shall provide all site testing reports (including resistivity of the TPSS gravel) to Licensor at least twenty (20) days' prior to commencing work.
9. Licensee shall, at its sole cost and expense, upon completion of any construction or major maintenance and repair work in the License Areas, be responsible to restore and repair any damage caused to the Real Property and/or License Areas by Licensee or Licensee Parties during construction or major maintenance and repair work thereon to the condition immediately preceding Licensee's use and occupancy and activities under this License, to Licensor's satisfaction, in its sole and absolute discretion. Further, Licensee shall also be responsible for the cost to repair any damage caused to Licensor's facilities by Licensee or Licensee Parties during construction or major maintenance and repair work. Licensee shall, upon demand, promptly pay Licensor for all costs incurred by Licensor and/or any Licensor Parties for such repairs.



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

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

SECURITY SERVICES – CONTRACT EXTENSION

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 7 to MTS Doc. No. G1828.0-15 (in substantially the same format as Attachment A), with Allied Universal dba Transit Systems Security, extending the contract to December 31, 2021, in the amount of \$5,332,564.00 for the provision of security services.

Budget Impact

The total estimated cost of this amendment would not exceed \$5,332,564.00. This amendment would increase the contract value from \$41,149,812.00 to \$46,482,376.00. This project is funded by the Security Operating Budget 420010-535100.

DISCUSSION:

On June 16, 2020, MTS released a Request for Proposals (RFP) for Security Services. The resultant five (5) year contract was intended to be effective July 1, 2021, as the current contract with Allied Universal is set to expire June 30, 2021. Proposals were received by October 6, 2020. The evaluation committee began reviewing the proposals shortly thereafter.

The evaluation committee believes it is in MTS's best interest to postpone the selection of a transit security services provider due to limitations and restrictions related to COVID-19. Additionally, MTS recently hired a Director of Transit Security and Passenger Safety, whose employment with MTS began on Tuesday, January 19, 2021. The evaluation committee believes the new Director should be included in the selection discussions.



Allied Universal has agreed to a six month extension of their current contract. Allied has agreed to hold the rates in effect January 1, 2021 through the duration of the six-month extension which would end December 31, 2021, with the exception of the hourly rates for certain Unarmed Security Officers (an increase of \$1 per hour), special events employees, and dispatchers (increase of \$0.50 per hour) effective July 1, 2021. (See Attachment B.)

In addition, with the Mid-Coast extension coming on line in the fall of 2021, Allied Universal will need to add security services personnel to cover the new service area. The following staff will be added to this contract:

- 14 Armed Security Officers
- 12 Unarmed Security Officers
- 2 Armed Sergeants

The total cost of these additions is approximately \$740,000 for the six-month period. These officers will be phased in as recruiting and training are completed and the service area opens. MTS staff believes the \$15.50 hourly rate negotiated for the Unarmed Security Officers would allow Allied Universal to hire and retain qualified unarmed guards during the extension period.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 7 to MTS Doc. No. G1828.0-15, with Allied Universal dba Transit Systems Security, in the amount of \$5,332,564.00 for the provision of security services.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Agreement MTS Doc. No. G1828.7-15
B. Rate Sheet

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231-1466 Fax 619.234.3407

Amendment 7

December 8, 2020

MTS DOC. No. 1828.7-15

Allied Universal dba Transit System Security
Steve Claton, President, Southwestern Region
1551 N. Tustin Avenue, Suite 650
Santa Ana, CA 92705

This shall serve as Amendment No.7 to the original agreement G1828.0-15 as further described below.

SCOPE

Add additional officers to cover the new Mid-Coast service area as follows:

- 14 Armed Security Officers
- 12 Unarmed Security Officers
- 2 Armed Sergeants

These positions will need to be hired trained and ready for service upon the opening of the Mid Coast extension. Proof of completion of training will be required prior to receipt of payment for these positions.

In addition, the Dispatch Supervisor (Lieutenant) position was removed from the contract in 2018 and is being memorialized through this amendment.

SCHEDULE

The contract is hereby extended for a period of six months through December 31, 2020.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$5,332,564.00. The total value of this contract including this amendment shall be in the amount of \$46,482,376.00. 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 Claton
President, Southwest Region

Date: _____



Armed Security Officer

Armed Security
Armed Security - Mid-Coast Additions

Armed Security Totals

Avg Wage

Armed Lieutenant (Mid-level Managers)

Armed Lieutenant - Salaried

Armed Lieutenant Totals

Avg Wage

Armed Sergeant (Supervisors)

Armed Sergeant - Step A
Armed Sergeant - Step I
Armed Sergeant - Step M
Armed Sergeant - Mid-Coast Additions

Armed Sergeant Totals

Avg Wage

Unarmed Officer

Unarmed Officer - Step L
Unarmed Officer - Mid-Coast Additions

Unarmed Officer Totals

Avg Wage

Special Event Officers

Special Event Officer

Special Event Officers Totals

Avg Wage

Dispatch / CCTV Officer (Non -Lieutenant)

Dispatch / CCTV Officer - Step A
Dispatch / CCTV Officer - Step B

Dispatch / CCTV Officer (Lieutenant) Totals

Avg Wage

Armed Captain (On-site Manager)

Armed Captain - Salaried

Armed Captain Totals

Avg Wage

Administrative Position (On-site Administration)

Administrative - Salaried

Armed Captain Totals

Avg Wage

Armed Courier Service

Armed Courier Service - Step A

Armed Courier Service Totals

Avg Wage

Non-Planned Overtime

Armed Security Officer
Armed Sergeant (Supervisors)
Unarmed Officer

6-Month Extension FY 2022 July 1, 2021 - December 31, 2021							
Projected # FTE's	*Reference* 1/1-6/30/21 Employee Paid Rate	7/1-12/31/21 Employee Paid Rate	* Overhead Rate Adj.	1/1-6/30/21 Billable Rate	Projected Hours	Extended Cost	
73	19.500	19.500	41.86%	27.663	1,040.00	2,100,152	
14	19.500	19.500	41.86%	27.663	1,040.00	402,769	
87						2,502,921	
						27.66	
2	23.000	23.000	36.45%	31.384	1,040.00	65,278	
2						65,278	
						31.38	
3	21.500	21.500	38.85%	29.853	1,040.00	93,141	
4	21.500	21.500	38.85%	29.853	1,040.00	124,187	
4	22.500	22.500	38.85%	31.241	1,040.00	129,964	
2	21.500	21.500	38.85%	29.853	1,040.00	62,094	
13						409,385	
						30.28	
43	14.500	15.500	42.35%	22.064	1,040.00	986,713	
12	14.500	15.500	42.35%	22.064	1,040.00	275,362	
55						1,262,075	
						22.06	
7	14.000	14.500	45.00%	21.025	1,040.00	153,062	
7						153,062	
						21.03	
9	15.500	16.000	42.40%	22.784	1,040.00	213,258	
1	15.670	16.170	42.40%	23.026	1,040.00	23,947	
10						237,205	
						22.81	
1	37.610	37.610	36.45%	51.319	1,040.00	53,372	
1						53,372	
						51.32	
1	34.820	34.820	36.45%	47.512	1,040.00	49,412	
1						49,412	
						47.51	
1	14.000	14.000	42.35%	19.929	1,040.00	20,726	
1						20,726	
						19.93	
				OT Rate	OT Hours	OT Cost	
				41.494	3,000.00	124,482	
				45.420	200.00	9,084	
				33.096	2,464	81,533	
					5,663.50	215,099	

Fixed Costs - Equipment

*Body Cameras 32GB (Qty 100)
Related software/license
Docking stations
Technology Devices

Equipment Totals

Fixed Costs - Insurance

Insurance Premium

Insurance Totals

Fixed Costs - Other (Please specify)

Cycop
Computer/office equipment
Office supplies
ID Badges
Body Camera storage
Vehicle Insurance
Radios

Insurance Totals

Profit

Profit Total

Grand Total Costs

Total Average Billable Wage

6-Month Extension FY 2022 July 1, 2021 - December 31, 2021						
Projected # FTE's	*Reference* 1/1-6/30/21 Employee Paid Rate	7/1-12/31/21 Employee Paid Rate	* Overhead Rate Adj.	1/1-6/30/21 Billable Rate	Projected Hours	Extended Cost
						13,798
						54,000
						67,798
						15,503
						15,503
						212,607
						212,607
						68,121
						68,121
						5,332,564
						26.09

IN - MEETING PUBLIC COMMENT

David Roger, an active rider, provided a live public comment for agenda item #16. Roger's statement will be reflected in the minutes.



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

Agenda Item No. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

PRONTO FARE COLLECTION SYSTEM IMPLEMENTATION AND FARE STUDY
UPDATE (ISRAEL MALDONADO AND ROB SCHUPP)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Background

The San Diego Association of Governments (SANDAG), MTS, and the North County Transit District (NCTD) purchased the Compass Card fare collection system in 2003. It was implemented in 2009, enabling the agencies to transition from paper fare products to the Compass Card electronic fare collection system. In 2016, increasingly high maintenance costs due to the system's age and its lack of modern functionality, MTS began the process to identify a new fare collection system. In 2018, the MTS Board of Directors authorized the award of a contract for a next generation fare collection system to INIT Innovations in Transportation, Inc. Deployment of the new system is scheduled for 2021. Staff will provide the Board with an update on the project functionality, costs and implementation schedule.

Proposed Fare Change

SANDAG is responsible for establishing the Regional Comprehensive Fare Ordinance, and as part of this responsibility periodically performs a Regional Transit Fare Structure Study (Fare Study) in conjunction with the transit operators. The last Fare Study was



completed in 2019 and vastly simplified the fare product catalog making it easier for customers to understand.

SANDAG, MTS and NCTD staffs worked together to define the goals for the new Fare Study based on the new system's capability to provide "best fares" in addition to traditional monthly pass products. The study developed fare-change scenarios to further simplify fares as well as to ensure revenue neutrality in the new system. These scenarios were modeled by SANDAG's consultant to estimate impacts to revenue and ridership. This will be presented to the Board for feedback. MTS staff will review these proposed changes and show fare revenue and ridership projections.

SANDAG, MTS and NCTD also conducted three virtual public meetings to discuss proposed fare changes and the functionality of the new fare collection system.

Next Steps

A public hearing for Fare Ordinance changes would be made at the MTS Board of Directors meeting in February. Hearings would also be held at NCTD prior to being heard by the SANDAG Transportation Committee prior to final adoption. Prior to implementation by MTS, the changes would need to be incorporated into Ordinance No. 4, An Ordinance Establishing a Metropolitan Transit System Fare Pricing Schedule, through formal adoption by the MTS Board.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com



FARE SYSTEM Implementation Update

Board of Directors
January 21, 2021

Key Topics



- Why is a new system needed?
- What is PRONTO and how does it work?
- Project timeline and estimated costs
- Regional Fare Study and proposed fare models

From Compass to PRONTO

- **Compass Card system purchased in 2003**
 - A smart card system that replaced paper passes
 - System hardware is now at end of useful life
 - Lacks functionality necessary in a 5G world
- **Started in 2016 to procure new system**
 - 2-day workshop with eight major transit agencies
 - Developed white paper and presented to board in 2016
 - Developed comprehensive Concept of Operations
 - Site visits to Portland, Vancouver and Philadelphia
- **Selected INIT in 2018**



How Does PRONTO Work?

- **Account-based fare system with real-time communications**
 - Riders add money to account
 - Allows riders to earn passes rather than pay up front
 - Riders ALWAYS get best-possible fare
 - Monthly passes will still be available
 - On-the-fly account management
- **New PRONTO mobile app and web sites**
- **Multiple cards can be managed from one account**
- **Open architecture to allow future integrations**



Other Rider Benefits

- **Increased Retail Network for Card Purchases**

- Today's network has about 60 locations
- Will launch with up to 100 locations growing to 400 or more

- **New Mobile App Features**

- Account management
- Track progress toward earning passes

- **New Online Capabilities**

- Verify eligibility for reduced fares
- Improved account management for institutional partners



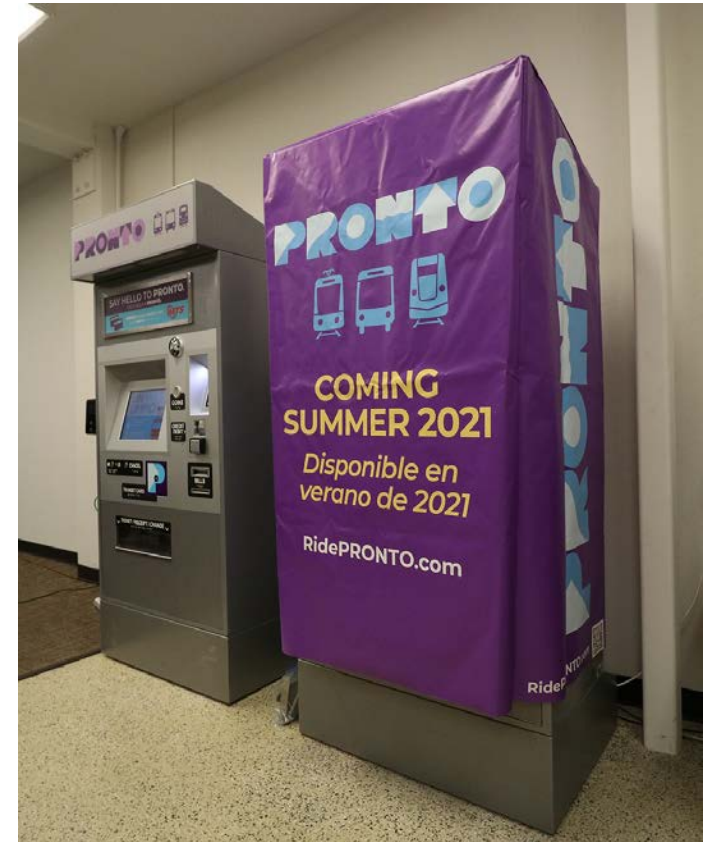
Why PRONTO? Why Purple?

- Naming exercise was collaborative with NCTD
- “Quick, easy, convenient.... PRONTO”
- Easily understood in multiple languages
- PRONTO Purple is a combination of MTS red and NCTD blue branding
- Unique branding that will stand-out in retail networks



The Transition

- **Smooth transition is key**
 - Robust Communication
 - Advertising, Earned Media, Community Events, Partner Toolkits
 - 1-Month Concurrent Operation of PRONTO and Compass
 - Card Exchange at Transit Centers
 - Coordination with Albertsons & Vons
 - Outreach to Social Service Providers
 - Outreach to Businesses and Agencies
 - New Website
 - Video Tutorials



What's next?

- **January:** Construction begins to expand Trolley platform validators
- **February:** TVM installations begin
- **March:** Retail network contracts executed



- **April:** Bus fare boxes and validators installed
- **May:** Pilot with frequent riders
- **June:** One-month full-transition begins
- **July/August:** Hardware installations complete

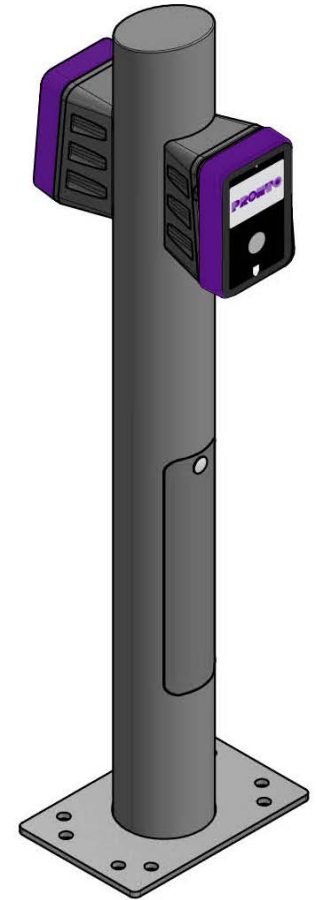
PRONTO Project Costs

Agency	Capital Costs		10-Year Operations Costs	
MTS	\$27.6 million	67.6%	\$23.8 million	69.0%
NCTD	\$7.6 million	18.6%	\$5.9 million	17.1%
SANDAG	\$5.6 million	13.8%	\$4.8 million	13.9%
Total	\$40.7 million	100%	\$34.5 million	100%

- Capital costs are one-time costs.
 - Provide much greater functionality over 15 years
- Operations costs are over 10 years = \$2.3 million per year for MTS
 - On par with current Compass operations

Capital Cost Detail

- (182) Ticket Vending Machines
- (368) Trolley Station Validators
- (684) Bus Validators and Driver Control units
- (10) Transit Store Point of Sale Devices
- Account Based Fare System, PCI Compliant
- Salesforce Customer Relationship Platform
- Datawarehouse, Reporting system
- Mobile Ticketing Application
- Bus Farebox upgrade



Operating Cost Detail

- **10 years of:**
 - Software Maintenance, Licensing and Support
 - Annual Hosting
 - Retail Network Coverage
 - Merchant/Gateway services
 - Zero Commissions
 - Mobile ticketing loads



Regional Fare Ordinance

- **Fare Study Goals:**
 - Build off of successful fare simplification
 - Implement Fare Capping or “Best Fare”
 - Align Youth fares with S/D/M fares
 - Offset projected reduced fare revenue



Fare Adjustment Scenarios

- **Scenario 1**

- Reduces Youth one-way regional fares from \$2.50 to \$1.25
- Increases adult one-way regional fares from \$2.50 to \$2.75
- Increases MTS Access and NCTD Lift from \$5 to \$5.50

- **Scenario 2**

- Also increases monthly regional passes to \$75 for adults and \$24 for S/D/M and Youth

- **Scenario 3**

- Reduces Youth one-way regional fares from \$2.50 to \$1.25, No other changes

Fare Model Projections

- **Scenario 1**

- Revenue -\$589K
- Ridership +.06%

- **Scenario 2**

- Revenue +\$616K
- Ridership -.58%

- **Scenario 3**

- Revenue -\$3.6M
- Ridership +.53%



Future custom PRONTO Card opportunities

Fare Study Outreach

- **Three sessions (All virtual)**
 - Three sessions
 - Saturday, work hours, evening
 - 271 registrants
 - 151 participants
- **Feedback**
 - Participants understood “best fare”
 - “Best Fare” is perceived as positive
 - Funding gap was understood
 - Participants did not want funding gap filled by increasing fares





Fare System Implementation Update



QUESTIONS

IN - MEETING PUBLIC COMMENT

Carolina Martinez, with Environmental Health Coalition, provided a live public comment for agenda item #45. Martinez's statement will be reflected in the minutes.



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

Agenda Item No. 46

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

SUBSIDY REVENUE OVERVIEW (MIKE THOMPSON)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) receives a variety of non-operating revenues that primarily consist of local, state and federal subsidy funds.

MTS receives the majority of its subsidy revenues through sales taxes. The state provides funding for public transit operators through the Transportation Development Act (TDA). TDA is apportioned by the County of San Diego and is one-quarter of a percent of the 7.75 percent sales tax assessed in the region.

Additionally, there is a local sales tax through the TransNet ordinance. In November of 2004, area voters approved a 40-year extension of the one-half cent sales tax original ordinance that was set to expire in 2008 (TransNet II). A portion of this funding pool comes to MTS to support transit operations.

A separate state sales tax for transit is through the State Transit Assistance (STA) program, which derives its revenue from the state sales tax on diesel fuel and is apportioned to transit operators by the State Controller's Office on a formula basis.

On the Federal side, the Fixing America's Surface Transportation (FAST) Act establishes the legal authority to commence and continue Federal Transit Administration (FTA) programs through Federal fiscal year 2020. FAST provides for the following funding streams MTS commonly receives:



- 5307 Urban Area Formula Grants for capital improvements and preventative maintenance
- 5311 Formula Grants for Rural Areas for capital improvements and to supplement operating costs
- 5337 State of Good Repair Funding for capital improvements and preventative maintenance
- 5339 Bus and Bus Facilities Funding for capital improvements

In addition, MTS receives funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided \$25 billion to the transit industry nationwide. MTS received \$220 million in CARES Act funding, which will be utilized over multiple fiscal years to supplement lost revenues and increased expenses related to the pandemic.

CARES is one example of non-recurring subsidy funding, as it is a one-time allocation. Other examples of non-recurring subsidy funding are the many competitive grant opportunities in which MTS proposes specific projects to funding agencies in order to receive discretionary funding for those projects.

Staff will give a presentation to the MTS Board of Directors outlining these subsidy revenue sources.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Metropolitan Transit System Subsidy Revenue Overview



**Board of Directors
January 21, 2021**

MTS Subsidy Revenues

- MTS strives to balance recurring expenses with recurring revenues
- Recurring revenue sources
 - Stable revenue streams
 - Legislation and/or formula based
 - Primary funding sources for Operations
 - Also funds a large portion of the Capital Improvement Program (CIP)
- Non-recurring revenue sources
 - One time funding
 - Competitive / Discretionary programs
 - Projects compete for fixed pool of funding
 - Funding agency selects the projects that receive awards
 - Projects that best fit that programs specific focus
 - Regional prioritization
 - These non-recurring revenues typically utilized in the CIP

MTS Subsidy Revenues

Local Sales Tax Revenues

- State Transportation Development Act (TDA)
 - ¼ cent sales tax assessed in the San Diego region
 - Established in 1971
 - Recurring revenue apportioned by SANDAG
 - San Diego County administers
 - Provides:
 - Funding for operations
 - Matching funds to MTS Federal funds in Capital Improvement Program (CIP)
 - Total region pool of \$148M in FY20
 - Total MTS apportionment: \$101.8M in FY20
 - \$63.5M in Operating Budget
 - \$38.3M in CIP

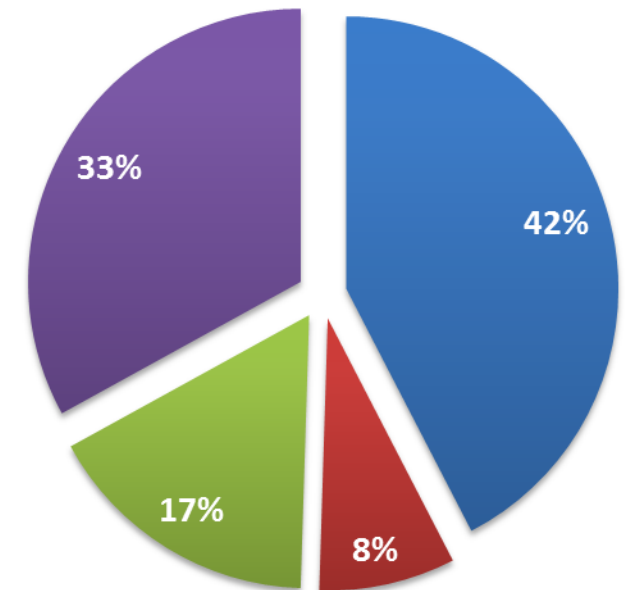
MTS Subsidy Revenues

Local Sales Tax Revenues

- TransNet (San Diego County)
 - ½ cent sales tax assessed in the region
 - Recurring revenue apportioned by SANDAG
 - \$306M for the region in FY20
 - \$10M off the top allocations for administration
 - Then allocated by the formulas in the table ->
 - 17% for Transit System Improvements
 - Formula funding shared 70/30 with NCTD
 - MTS apportionment = \$33.4M in FY20
 - Includes \$5.5M for Prop A Senior Disabled Subsidy Fare Discount of 68%
 - 8% for New BRT/Rail Operations
 - Superloop, BRT Routes, Mid-Coast (in FY22)
 - MTS cost recovery = \$12.0M in FY20

TransNet Program Allocations

- Major Corridors Program
- New BRT/Rail Operations
- Transit System Improvements
- Local System Improvement



MTS Subsidy Revenues

State Sales Tax Revenues

- State Transit Assistance (STA)
 - Revenues derived from State sales tax on diesel fuel
 - Recurring formula funding administered by the State Controller's Office
 - Distributed based on population and agency revenue
 - Augmented by Senate Bill 1 (SB1) beginning in FY18
 - Smaller pool of State of Good Repair funding was added
 - Historically volatile funding source
 - State of CA diverting dollars for General Fund obligations
 - Tied to Diesel fuel sales, which is a declining commodity
 - Expect each year to have lower projected STA revenues
- Funding can be used for Operations and Capital
 - \$33.2M in total allocation for FY20
 - Typically \$10M used in Operations
 - Remainder allocated to Capital

MTS Subsidy Revenues

Federal Transit Administration (FTA) Recurring

- Surface Transportation Reauthorization
 - Fixing America's Surface Transportation (FAST)
 - Legislation in place through Federal Fiscal Year (FFY) 2020
 - New legislation will be required for FFY 2021 which begins in September
 - Recurring formula funding sources totaled \$92M in FY20
 - 5307: Urban Area
 - 5337: State of Good Repair
 - 5339: Bus and Bus Facilities
 - 5311: Rural Operations (administered through Cal-Trans)
 - Funding can be used for Operations (Preventive Maintenance) and Capital
 - Federal funding received on a reimbursement basis
 - MTS prefers to maximize use of Federal to fund Preventive Maintenance in Operations
 - Improves cash flow for the agency
 - Swapped with TDA to preserve Capital program's share

MTS Subsidy Revenues

Federal Transit Administration (FTA) Non-Recurring

- Coronavirus Aid, Relief, and Economic Security (CARES) Act
 - \$25B for Transit, \$220M one-time apportionment to MTS
 - Covers any eligible operating expenses after January 20, 2020
 - Goals:
 - Help with the financial impact of COVID-19
 - Keep jobs in place and service on the street
 - Being used to balance the structural deficits resulting from the pandemic
 - \$17.9M utilized in FY20
 - \$80-85M expected to be utilized in FY21
 - Structural deficits of \$40-60M expected annually until full passenger fare revenue and sales tax revenue recoveries
- 2nd round of funding with Consolidated Appropriations Act, 2021
 - \$15B for Transit, MTS will not receive any formula funding
 - May receive competitive awards if any funding remains

MTS Subsidy Revenues

Federal Transit Administration (FTA) Non-Recurring

- Many programs offer competitive opportunities each year
 - 5339: Bus and Bus Facilities
 - Focus: buses and related equipment and to construct bus-related facilities including technological changes or innovations
 - 5339: Low- or No-Emission Vehicle Program
 - Focus: bus and bus facility projects that support low and zero-emission vehicles
 - 5310: Enhanced Mobility for Seniors
 - Focus: assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities
 - Smaller FTA grant programs that are offered periodically
 - Expedited Project Delivery
 - Infrastructure Condition Grants
 - Innovative Coordinated Access and Mobility
 - Integrated Mobility and Innovation Program

MTS Subsidy Revenues

Other Federal Non-Recurring

- MTS also competes in many non-FTA grant programs each year
 - Department of Transportation (DOT) Better Utilizing Investments to Leverage Development program
 - More competition as the funding is applicable to all state DOTs as well as transit
 - Focus:
 - Surface transportation infrastructure such as roads, bridges, transit, rail, ports or intermodal transportation
 - Emphasizes projects that will have a significant local or regional impact
 - Federal Emergency Management Agency (FEMA) Transit Security Grant Program
 - Focus: protecting critical transportation infrastructure and the travelling public from terrorism

MTS Subsidy Revenues

Other Subsidy Revenues

- California Greenhouse Gas Reduction Fund (GHGRF) revenues:
 - State uses Cap-and-Trade auction proceeds to fund the Greenhouse Gas Reduction Fund (GHGRF)
 - GHGRF then supports a number of state wide programs, two specifically support transit
- Low Carbon Transit Operations Program (LCTOP) funding
 - Recurring formula funding administered by the State Controller's Office
 - \$6M allocated to MTS in FY20
 - Spending requirements to reduce green house gas (GHG) emissions and benefit disadvantaged communities
 - Funding primarily utilized by MTS for Zero Emission Buses (ZEB)
- Transit and Intercity Rail Capital Program (TIRCP) funding
 - Bi-annual competitive program, discretionary awards for approved projects
 - Administered by California Department of Transportation (CalTrans)
 - Focus: reducing GHG emissions

MTS Subsidy Revenues

Other Recurring Subsidy Revenues

- MediCal
 - ADA Paratransit service reimbursement for trips to and from Managed Care Providers
 - Administered through the County
 - \$0.7M in FY20
- FasTrak
 - Portion of the I-15 managed lanes revenues towards service in that corridor
 - Administered by SANDAG
 - \$8.0M in FY20
- Other local sources - \$1.5M in FY20
 - City of San Diego
 - North County Transit District
 - UCSD

MTS Subsidy Revenues

Other Competitive Programs

- California Energy Commission (CEC)
 - Focus: advance the state's transition to clean energy and transportation through innovation, efficiency, and the development and deployment of advanced technologies
- California Transportation Commission (CTC)
 - Focus: reduce traffic, improve goods movement, increase transit service, expand California's managed lanes network, and invest in bicycle and pedestrian improvements
- Volkswagen Environmental Mitigation Trust for California
 - Administered by CalTrans
 - Focus: \$423M settlement for California to mitigate the excess nitrogen oxide emissions
 - \$180K per zero emission vehicle

MTS Subsidy Revenues

Competitive Grant Program Results

- FY17 – FY20 project applications (\$000s)

<u>Results by Granting Agency</u>				
Grantor	Projects Submitted	Total Request	Projects Awarded	Total Awards
FTA	16	\$ 57,853	3	\$ 5,050
DOT	2	\$ 36,166	-	\$ -
FEMA	4	\$ 2,174	2	\$ 644
FHWA	1	\$ 11,166	-	\$ -
CalTrans	8	\$ 50,384	6	\$ 48,102
CTC	1	\$ 5,000	-	\$ -
Total	32	\$ 162,743	11	\$ 53,795

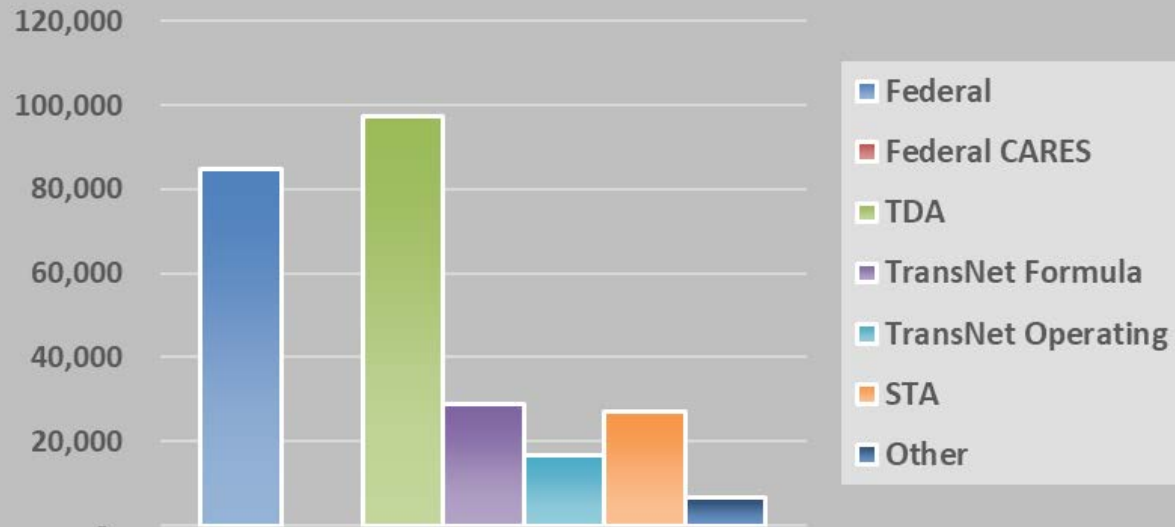
<u>Results by Function</u>				
Function	Projects Submitted	Total Request	Projects Awarded	Total Awards
Bus/Bus Facilities	17	\$ 51,319	6	\$ 5,853
ZEB	6	\$ 32,578	1	\$ 17,958
Trolley	3	\$ 54,340	2	\$ 29,340
Fare System	2	\$ 22,333	-	\$ -
Security	4	\$ 2,174	2	\$ 644
Total	32	\$ 162,743	11	\$ 53,795

MTS Subsidy Revenues

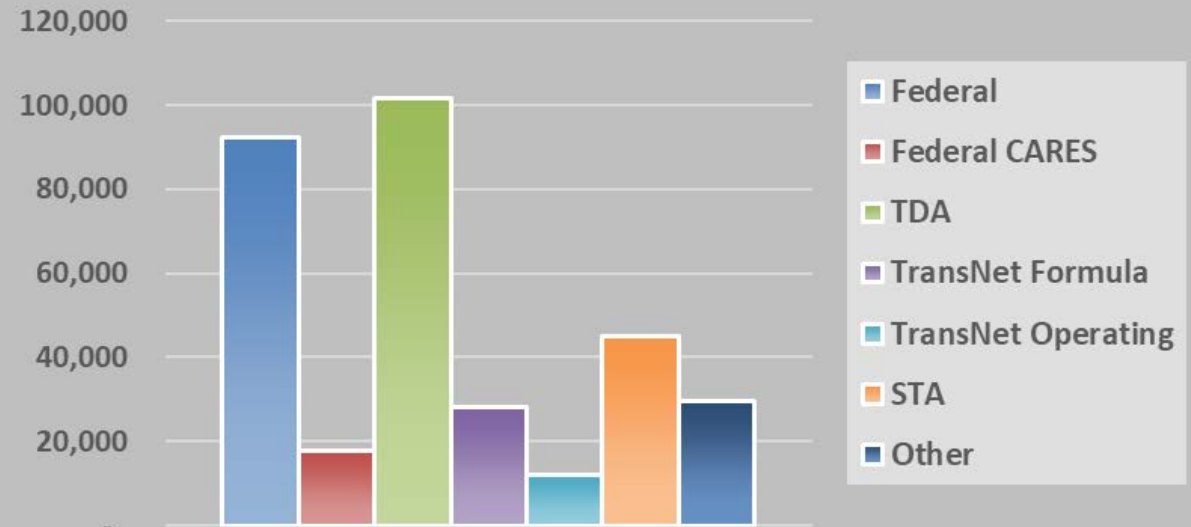
Subsidy Funding Summary by Year

- Capital and Operating budgets combined
- Includes both recurring and non-recurring revenues for that year

FY19 Totals



FY20 Totals





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

Agenda Item No. 47

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

MTS SAFETY PERFORMANCE ANNUAL REVIEW (DAVID BAGLEY AND JARED GARCIA)

INFORMATION ONLY

Budget Impact

None.

DISCUSSION:

On July 19, 2018, the Federal Transit Administration (FTA) published Final Rule (49 CFR Part 673), which requires public transportation agencies who receive Federal funding to certify that it has established and implemented a comprehensive Public Transportation Agency Safety Plan (PTASP). The Board of Directors approved the current Agency Safety Plan on July 30, 2020. 49 CFR Part 673 requires transit agencies to:

- (1) Include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan (NPTSP).
- (2) Coordinate performance targets with metropolitan planning organization and the State to the maximum extent practicable.
- (3) Establish a process and timeline for conducting an annual review and update.
- (4) On an annual basis, the CEO/Accountable Executive must certify compliance.

A. Performance Safety Targets

The NPTSP establishes the following safety performance target categories for all transit agencies: fatalities, injuries, safety events and system reliability. These performance targets are measured and based on existing definitions and reporting requirements by



the National Transit Database (NTD).

For both bus and rail, performance targets for injuries, safety events and system reliability have been chosen to represent improvement over current safety performance levels. As for fatalities, bus has chosen the aspirational performance target of zero. Rail is working towards an aspirational goal of zero fatalities and its performance target is to reduce fatalities compared to previous years.

No penalties apply if a transit agency does not achieve their established performance targets. MTS has coordinated its performance targets with San Diego Association of Governments (SANDAG) to assist in regional planning and investment priorities.

B. Annual Review and Certification

The CEO/Accountable Executive is required to review and certify the MTS Agency Safety Plan annually. The Board of Directors must approve any structural changes to the MTS Agency Safety Plan if required.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. MTS Agency Safety Plan
B. Draft MOU MTS/SANDAG



Metropolitan Transit System

Agency Safety Plan

(Public Transportation Agency Plan pursuant to 49 CFR 673)

SAN DIEGO METROPLITAN TRANSIT SYSTEM

SAN DIEGO TROLLEY, INC.

SAN DIEGO TRANSIT CORP.





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**MTS Agency Safety Plan
Approvals**

The approvals for the 2020 MTS Agency Safety Plan are as follows:

I. Approval by the Accountable Executive for the MTS Agency:


Sharon Cooney
Chief Executive Officer
San Diego Metropolitan Transit System

7/30/20
Date

II. Approval by the MTS Board of Directors:


Nathan Fletcher
Chair of the Board of Directors
San Diego Metropolitan Transit System

7/30/20
Date



MTS Agency Safety Plan Overview

On July 19, 2018, Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 C.F.R. Part 673), which requires certain operators of public transportation systems that receive Federal financial assistance (49 U.S.C. § 5307) to develop a PTASP.

The PTASP Final Rule intends to improve public transportation safety by implementing an approach that provides an effective and proactive way to manage safety risks. Transit agencies must develop and implement safety plans that establish processes and procedures to the support the implementation of Safety Management System (SMS). SMS is a comprehensive, collaborative approach to managing safety and addressing safety risks.

Specifically, the PTASP Final Rule requires the following minimum standards to be included in safety plans: the identification, assessment, and mitigation of risks and strategies to minimize exposure to hazards, a safety training program, safety performance targets, and a process and timeline for conducting an annual review and update of the safety plan.

The following MTS Agency Safety Plan has been developed to comply with the PTASP Final Rule.

**MTS Agency Safety Plan
SMS Policy Statement**

The San Diego Metropolitan Transit System (MTS) has established this SMS Policy Statement to emphasize its overall commitment to the safety of our passengers, our operators, our staff and the general public. This SMS Policy Statement provides direction for MTS's safety program, which applies to every facet of MTS operations.

The management of safety is MTS's highest priority. MTS is committed to safety throughout the entire organization, from the Board of Directors to the front line employees.

MTS will ensure that all transit service delivery activities take place under a balanced allocation of organizational resources to achieve the highest level of safety performance and meeting established standards. MTS is committed to developing, implementing, maintaining, and constantly improving our processes. As evidence of our commitment to safety, every MTS policy shall be guided by and every employee shall perform their duties in furtherance of the following safety goals:

- Supporting safety through the provision of appropriate resources that fosters a safety culture;
- Integrating the management of safety among the primary responsibilities of all managers and employees;
- Clearly defining managers and employees' responsibilities in relation to the performance of our SMS;
- Conducting hazard identification and evaluating safety risks, which includes an employee safety reporting program, in order to eliminate or mitigate safety risks;
- Ensuring that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- Complying with, and wherever possible exceeding, legislative and regulatory requirements and standards;
- Ensuring that sufficiently skilled and trained employees are available to implement safety management processes;
- Ensuring that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are assigned only tasks for which they are adequately trained;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;



- Continually improving our safety performance by ensuring appropriate safety management action is taken and is effective; and
- Ensuring externally supplied systems and services that support our operations are delivered to meet our safety performance standards.

Sharon Cooney
Chief Executive Officer
San Diego Metropolitan Transit System

Nathan Fletcher
Chair of Board of Directors
San Diego Metropolitan Transit System

7/30/2020

Date

7/30/2020

Date



**MTS Agency Safety Plan
Safety Responsibilities – Description**

Each MTS employee is required to carry out specific safety responsibilities consistent with their position. Safety does not begin and end with MTS' front-line employees. All levels of management are accountable for the delivery of safe transit service and safe work environments. Employees must have a clear definition of their individual responsibilities relative to the Safety Management System (SMS). The information provided below describes the safety responsibilities of employees and the applicable reporting structure.

Position:	MTS Agency Safety Plan Designations:	Reports to:	SMS Responsibilities:
Board of Directors		General Public	Approves the SMS Policy Statement and Agency Safety Plan; Promotes the Safety Management Policy Objectives to External Stakeholders and the General Public; and Provides Overall Accountability of and Support to Chief Executive Officer for Addressing the Objectives of the SMS Policy.



Public Transportation Agency Plan

Att. A, AI 47, 01/21/2021
Revision 0
July 2020

Position:	MTS Agency Safety Plan Designations:	Reports to:	SMS Responsibilities:
Chief Executive Officer	Board of Directors Designates the Chief Executive Officer as the Accountable Executive for the MTS Agency	Board of Directors	Develops and Upholds Safety Objectives; Ensures Safety Objectives are Prioritized in Budget Planning Process and Allocation of Resources; Directs the Capital and Financial Resources Needed to Maintain the Agency Safety Plan; Informs and Educates the Board of Directors on Implementation of Safety Objectives and Identification of Significant Safety Risks; Promotes the SMS Policy and a Positive Safety Culture throughout the Agency; and Retains the Ultimate Responsibility for the Performance of SMS and Approves the MTS Agency Safety Plan.
General Counsel		Chief Executive Officer; and Board of Directors	Advises and Recommends Actions to Reduce Legal Risks and Liabilities; and Oversees Risk, Workers' Compensation and Insurance.
Chief Operating Officer of Transit	Chief Executive Officer designates the Chief Operating Officer of Transit as the Accountable Executive for Transit	Chief Executive Officer	Manages Day to Day Operations and Maintenance for Transit; Directs the Implementation of SMS for Transit; Establishes SMS as a Core Value for Transit; and Evaluates the Performance of SMS for Transit.



Public Transportation Agency Plan

Att. A, AI 47, 01/21/2021
Revision 0
July 2020

Position:	MTS Agency Safety Plan Designations:	Reports to:	SMS Responsibilities:
Chief Operating Officer of Trolley	Chief Executive Officer designates the Chief Operating Officer of Trolley as the Accountable Executive for Trolley	Chief Executive Officer	Manages Day to Day Operations and Maintenance for Trolley; Directs the Implementation of SMS for Trolley; Establishes SMS as a Core Value for Trolley; and Evaluates the Performance of SMS for Trolley.
Safety Manager of Bus	Chief Executive Officer designates the System Safety Manager of Bus as the Chief Safety Officer for Bus	Chief Operating Officer – Transit; and Chief Executive Officer as necessary	Coordinates Implementation and Operation of SMS for Bus.
Safety Manager of Trolley	Chief Executive Officer designates the Safety Manager of Trolley as the Chief Safety Officer for Trolley	Chief Operating Officer – Trolley; and Chief Executive Officer as necessary	Coordinates Implementation and Operation of SMS for Trolley.
Chief Financial Officer		Chief Executive Officer	Oversees Budgeting and Procurement of All Goods and Services Necessary for Implementation of Safety Objectives.
Director of Transit Enforcement/Security		Chief Executive Officer	Oversees Security and Law Enforcement Efforts In Preparation for and in Response to Safety and Security Incidents.
Director of Human Resources and Labor Relations		Chief Executive Officer	Oversees the Hiring and Employment of Qualified Employees that Demonstrate Safety Effectiveness.
Director of Capital Projects		Chief Executive Officer	Oversees Implementation of Design and Construction Projects to Address Identified Safety Action Items.



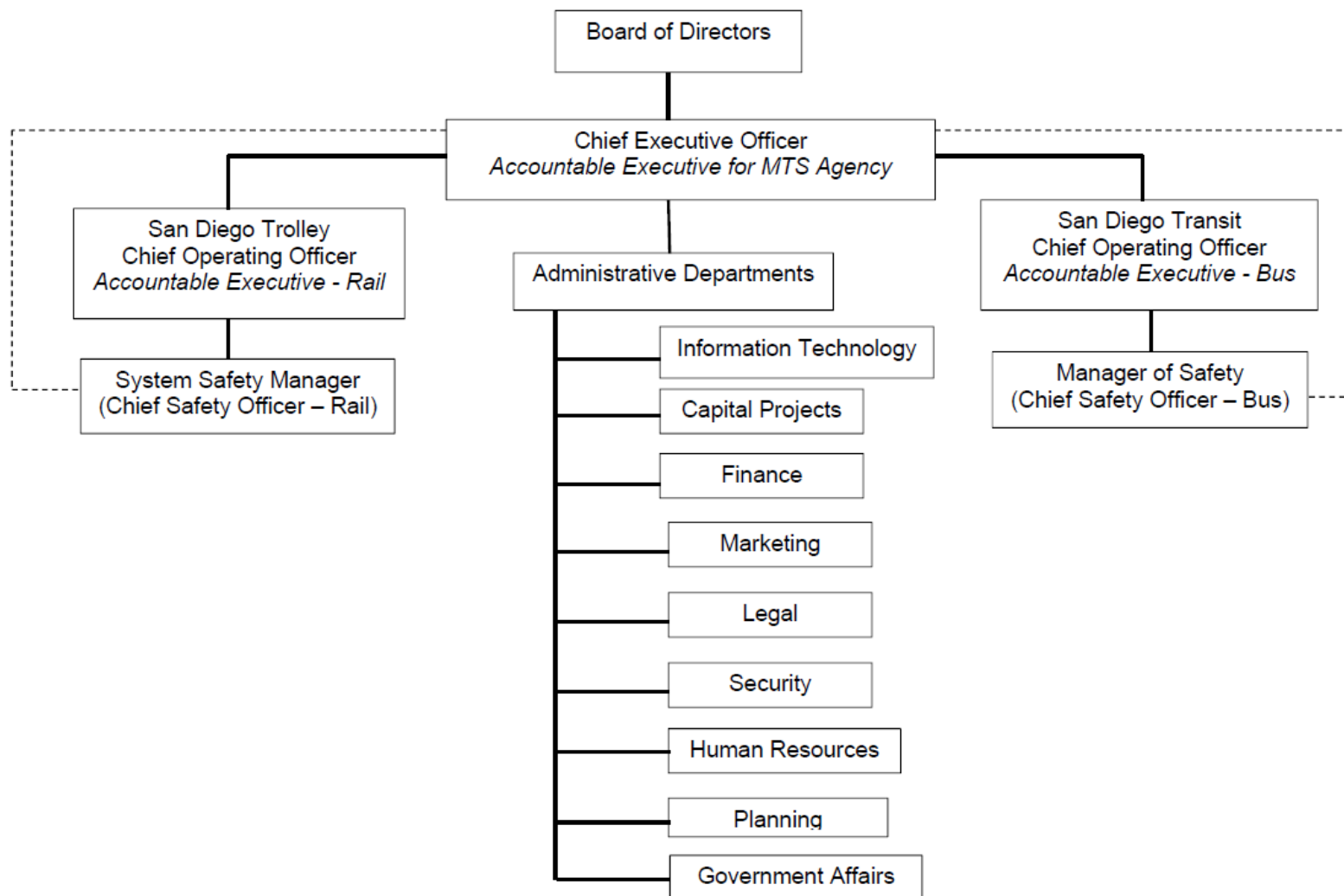
Public Transportation Agency Plan

Att. A, AI 47, 01/21/2021
Revision 0
July 2020

Position:	MTS Agency Safety Plan Designations:	Reports to:	SMS Responsibilities:
Director of Marketing and Communications		Chief Executive Officer	Oversees the Communication and Distribution of Information Regarding Safety and Security Practices to the Agency and the Public.
Director of Planning		Chief Executive Officer	Oversees Internal Planning Efforts and Coordinates with External Stakeholders to Ensure Safety Concerns are Addressed in Design and Location of Facilities and Transit Amenities.
Manager of Government Affairs		Chief Executive Officer	Oversees the Legislative and Lobbying Efforts to Facilitate Identified Safety Goals.
Director of Information Technology		Chief Executive Officer	Oversees the Management of Technology and Computer Systems that Support SMS.
Environmental Health and Safety Specialist		Chief Operating Officer – Transit and Chief Operating Officer – Trolley, as applicable	Oversees Compliance with Environmental and Occupational Health and Safety Regulations.
Operations and Maintenance		Chief Operating Officer – Transit or Chief Operating Officer – Trolley, as applicable	Adheres to Policies and Procedures on Established Safety Goals, Responsibilities, and Objectives; and Reports Safety Hazards and Concerns to Management.
Administration		Applicable Management	Supports the Agency's Mission in Achieving a Safe Operating Environment; and Reports Safety Hazards and Concerns to Management.

Safety Responsibilities – Organization Chart

SAN DIEGO METROPOLITAN TRANSIT SYSTEM MTS AGENCY SAFETY PLAN (PTASP) ORGANIZATIONAL CHART



**MTS Agency Safety Plan
SMS Documentation and Records**

MTS's SMS is supported by further policies and procedures developed by the Departments responsible for the management of safety. MTS's Agency Safety Plan is organized by mode, which include bus and light rail service. Bus service is operated directly through the San Diego Transit Corporation (SDTC), as well as through contracts with private operators. Light rail service is operated directly through San Diego Trolley, Inc. (SDTI). The Bus Agency Safety Plan and Rail Agency Safety Plan comply with the objectives and goals of the SMS Policy Statement and are readily available and communicated throughout MTS. The following framework is documented within the Bus Safety Plan and the Rail Safety Plan:

I. Safety Management System (SMS) Policy

- Safety Performance Goals and Objectives
- Organizational Structure and the Specific Employee Responsibilities for Safety
- Employee Safety Reporting Program
- Coordination with both External Organizations and other Internal Departments to Manage Emergencies and other Public Safety Incidents

II. Safety Risk Management

- Safety Hazard Identification
- Safety Risk Assessment
- Safety Risk Mitigation

III. Safety Assurance

- Developing Safety Performance Targets
- Monitoring and Measuring Safety Performance
- Managing Changes In Operations
- Continuously Improving Processes

IV. Safety Promotion

- Communicating Safety Performance on Hazards and Safety Risks Relevant to an Employees' Roles and Responsibilities
- Establishing a Comprehensive Safety Training Program for MTS Employees and Contractors Directly Responsible for the Management of Safety

The Chief Executive Officer will annually review the MTS Agency Safety Plan and the corresponding Policies and Procedures implementing the SMS and update as necessary. The Board of Directors will approve the MTS Agency Safety Plan on an annual basis, if updates. The MTS Agency Safety Plan will be maintained for a minimum of three (3) years after approval.



Attachments

I. Rail Agency Safety Plan

II. Bus Agency Safety Plan

- San Diego Transit Corp. (SDTC) Safety Plan
- Private Contractor Transdev Safety Plan
- Private Contractor First Transit Safety Plan



Metropolitan Transit System

Rail Safety Plan

San Diego Trolley, Inc.

(Public Transportation Agency Plan pursuant to 49 CFR 673)





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1.0 SAFETY MANAGEMENT POLICY

POLICY STATEMENT

The San Diego Metropolitan Transit System (MTS) has established this Safety Management System Policy Statement to emphasize its overall commitment to the safety of its passengers, operators, staff, and the general public. This Safety Management System Policy Statement provides direction for MTS's safety program, which applies to every facet of MTS operations.

The management of safety is MTS's highest priority. MTS is committed to safety throughout the entire organization, from the Board of Directors to the frontline employees. MTS will ensure that all transit service delivery activities take place under a balanced allocation of organizational resources to achieve the highest level of safety performance and meeting established standards. MTS is committed to developing, implementing, maintaining, and constantly improving its processes.

As evidence of MTS's commitment to safety, every MTS policy shall be guided by and every employee shall perform their duties in furtherance of the following safety goals and objectives:

1. Supporting safety through the provision of appropriate resources that fosters a safety culture;
2. Integrating the management of safety among the primary responsibilities of all managers and employees;
3. Clearly defining managers' and employees' responsibilities in relation to the performance of MTS's safety management system;
4. Conducting hazard identification and evaluating safety risks, which includes an employee safety reporting program, in order to eliminate or mitigate safety risks;
5. Ensuring that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
6. Complying with, and wherever possible exceeding, legislative and regulatory requirements and standards;
7. Ensuring that sufficiently skilled and trained employees are available to implement safety management processes;
8. Ensuring that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are assigned only tasks for which they are adequately trained;
9. Establishing and measuring MTS's safety performance against realistic and data-driven safety performance indicators and safety performance targets;



10. Continually improving MTS's safety performance by ensuring appropriate safety management action is taken and is effective; and
11. Ensuring externally supplied systems and services that support MTS's operations are delivered to meet its safety performance standards.




Chief Executive Officer, MTS

Date: 7/30/20



Chairperson of MTS Board of Directors

Date: 7/30/20



Chief Operations Officer, MTS Rail

Date: 7/30/20

1.1 AUTHORITY, PURPOSE, GOALS AND OBJECTIVES

MTS is a California transit district that operates multiple modes of transit: light rail transit (Rail) and fixed route/ADA complementary paratransit bus operations (Transit). The agency has three major divisions: Administration, Rail¹ and Transit. The MTS Chief Executive Officer (CEO) is responsible for managing all aspects of the agency, with direction from the Board of Directors. Because of the distinct differences in operations, MTS has prepared a Safety Plan for each individual division: Rail and Transit. This is MTS's Rail Agency Safety Plan.

San Diego Trolley, Inc. (SDTI) is a wholly owned subsidiary of San Diego Metropolitan Transit System (MTS), with administrative offices located at 1255 Imperial Avenue, Suite 1000, San Diego California 92101. The SDTI System Safety Manager, reporting directly to the Chief Operating Officer-Rail (COO-Rail) and the CEO as necessary, is empowered to develop and administer a comprehensive Public Transportation Agency Safety Plan (ASP) for rail transportation within San Diego Trolley, Inc. (SDTI). It is the duty of all employees to cooperate with, and provide information to, the System Safety Manager with respect to safety-related matters. All employees and any outside contractor agencies or organizations working on SDTI property must fully comply with the orders set forth in the ASP. The program applies to:

- Design, construction, inspection, testing, start-up, operation, and maintenance activities that affect the SDTI system
- Fixed facilities, vehicles, and system equipment

The MTS Board of Directors has designated the CEO as the Accountable Executive for the MTS Agency. The CEO designated the COO-Rail as the Accountable Executive for Rail. The Accountable Executive for Rail is responsible for the following:

- Approving the ASP and any updates
- Implementing and maintaining the Safety Management System (SMS)
- Making decisions over the human and capital resources needed to develop and maintain the SDTI's Transit Asset Management Plan
- Having the ability to make budgetary, operational and capital program decisions to address safety and asset management concerns
- Relying on outputs of SMS processes and activities to ensure that SDTI's strategic planning is informed and transparent with regard to the role of safety in decision-making
- Ensuring that action is taken to address substandard performance in the agency's SMS

The Accountable Executive the MTS Agency (CEO) has designated the System Safety Manager as the Chief Safety Officer (CSO). The System Safety Manager is an adequately trained individual with responsibility for safety who reports directly to the Accountable Executive (COO-Rail). The System Safety Manager is responsible for day-to-day implementation and operation of the agency's SMS and does not serve in other operational or maintenance capacities.

¹ Historically, the Rail division was run by a separate entity, San Diego Trolley, Inc. (SDTI). SDTI is a wholly-owned subsidiary of MTS. While some operations continue under the SDTI entity (e.g. legacy property ownership or agreements), in practical terms it is operated as the Rail division of MTS.

SDTI supports the development and growth of its internal SMS processes. To this end, SDTI conducted a gap analysis of the agency's SMS activities (April 2017). This analysis has been instrumental in implementing SMS throughout SDTI.

This ASP has been developed in accordance with Safety Management System principles, as defined by the FTA. It has been prepared in accordance with guidelines established by the American Public Transportation Association Rail Transit Safety Management System Guide (2016), the Federal Transit Administration (FTA) Moving Ahead for Progress in the 21st Century Act (2012), the FTA requirements for Agency Safety Plans under 49 Code of Federal Regulations (CFR) Part 673 and the California Public Utilities Commission (CPUC) General Order 164-E (2018). The CPUC is designated as the State Safety Oversight Agency (SSOA) and must review and approve the MTS Agency Safety Plan. The CPUC's SSOA Program was approved and certified by the FTA in accordance with the requirements of Federal Public Transportation Safety Law 49 U.S.C 5329 (e) and FTA's SSO regulation 49 CFR Part 674 on October 23, 2018.

This plan has also been prepared in a manner prescribed by the State of California Occupational Safety and Health Administration (Cal/OSHA) and mandated by California Labor Code (Section 6401.7).

The System Safety Manager administers the ASP on a day-to-day basis with specific tasks monitored by appropriate management personnel. All SDTI, MTS, and SANDAG project-implementation staffs are, as applicable, responsible for undertaking the relevant safety efforts described in this plan.

1.1.1 Purpose and Scope

The ASP provides a formal and documented plan wherein safety goals, objectives, responsibilities, and procedures are established and monitored to ensure compliance with state and federal regulatory requirements, as well as to ensure the agency observes industry best practices in all areas of the operation.

The ASP encompasses all rail system elements of SDTI, including employees, contractors, and relationships with external agencies. All departments involved in safety tasks should have a clear definition of their individual responsibilities relative to the SMS. The relationship of the safety unit to operations should be clearly defined.

SDTI has established safety as a core value, where top management are tasked with overseeing the establishment of organizational factors necessary to achieve improved safety and to lead others in the effective implementation of SMS principles within SDTI.

The FTA's definition of SMS is the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies for managing risks and hazards.

The purpose of the SDTI SMS is to provide a comprehensive, collaborative approach that brings management and labor together to build a safety program.

SMS builds upon SDTI's existing safety programs to provide the means to accomplish the following:

- Control safety risk better
- Detect and correct safety problems earlier
- Share and analyze safety data more effectively
- Measure safety performance more carefully

There are four components to SDTI's Safety Management System:

1. Safety Management Policy
2. Safety Risk Management
3. Safety Assurance
4. Safety Promotion

1.1.2 Goals

The overall goal of the SDTI Safety Management System is to experience continuous improvement in safety performance. To accomplish this, SDTI will identify, eliminate, minimize and/or control safety hazards and their attendant operational risks by establishing control requirements, lines of authority, and levels of responsibility and methods of documentation for the organization. Safety is SDTI's top priority in alignment with SDTI's mission. Top management's role is to ensure that these safety goals and safety policies are implemented within SDTI.

It is the goal of SDTI's ASP to ensure that all employees, patrons, and the public are provided the safest environment possible while on the SDTI system and within its facilities. Additionally, SDTI through the ASP:

- promotes the philosophy of safety to all employees, patrons, and contract personnel
- provides a method of implementing goals and objectives relating to safety
- provides a method for recommending appropriate corrective action to mitigate potential hazards and maintain oversight to ensure safety remains at the optimum level
- promotes and maintains safety and training programs mandated by federal and state regulatory agencies and required to implement the SMS
- maximizes the safety of future operations by affecting the design and procurement processes

1.1.3 Objectives

The ASP objectives provide a mechanism to ensure the ASP goals are attainable, provide a method of measuring the safety program effectiveness and support the goal of continuous improvement in safety performance. The ASP objectives are:

1. Safety shall be the first consideration during SDTI involvement in system design, construction, and operation

2. Safety hazards are identified and either eliminated, mitigated or controlled throughout the life cycle of the system
3. Verify that all aspects of the operation adhere to SDTI safety policies and procedures, and state and federal regulatory requirements
4. Meet or exceed industry safety requirements in rail operations and maintenance
5. Meet or exceed SDTI performance targets for safety and state of good repair
6. Investigate all major accidents / incidents by identifying and documenting primary causes, contributing factors, and implementing corrective action to prevent a recurrence, and verifying implementation through configuration management procedures
7. Evaluate the implications of all proposed modifications prior to implementation as they relate to safety
8. Maintain association with federal, state, and local agencies to obtain safety-related agreement permits, and approvals where applicable

1.1.4 Policies

The following policies are set forth to attain the ASP objectives:

- All phases of construction activity under SDTI's influence require the highest safety standards and practices for major public works projects. The public shall not be exposed to extraordinary safety hazards.
- Operational systems shall meet all safety-related codes and regulations issued by appropriate federal, state, and local authorities.
- Health and safety provisions for SDTI passengers and personnel shall be equal to, or exceed those required by federal, state, and local regulatory authorities.
- Goals and objectives shall be considered throughout all phases of the operation and maintenance of the SDTI system.
- Annual internal safety audits shall be conducted to ensure compliance with the ASP. Recommendations shall be implemented following configuration management procedures.
- Department Superintendents and Managers shall ensure distribution of the ASP to all personnel directly responsible for meeting its goals, carrying out its objectives, and enforcing its policies.

1.2 SAFETY ACCOUNTABILITIES AND RESPONSIBILITIES

1.2.1 System Description

1.2.1.1 History

The Metropolitan Transit Development Board (MTDB), created by state law (Mills, SB 101) in 1975, was empowered to design, engineer, and build fixed-guideway facilities within San Diego County. MTDB created the SDTI in August 1980 as a wholly owned subsidiary responsible for operation and maintenance of the LRT system.

Effective January 1, 2003, SB 1703, the San Diego Regional Transportation Consolidation Act, directed consolidation of two main functions among SANDAG, MTDB (San Diego Metropolitan Transit System) and the North County Transit District (NCTD): (1) planning and programming, and (2) engineering and construction. Planning, design, and construction of the LRT system is coordinated with SDTI management and in compliance with the MTS LRT design criteria. SANDAG engineering staff administers regional construction contracts for, and under the direction of, the MTS Board and executive staff. MTS contractors and MTS staff administers local and minor improvement projects.

1.2.1.2 Scope of Services

The SDTI system spans 53.5 track miles in length and is serviced by the Blue Line, the Orange Line, the Green Line, and the Silver Line.

BLUE LINE

Revenue service began on the Blue Line on July 26, 1981. The Blue Line extends 15.4 miles from the San Ysidro station at the International Border through the downtown corridor to the America Plaza station. Of the total 15.4 miles, 1.4 miles (C Street & India to 12th & Imperial) are operated on city streets; and 14 miles (12th & Imperial to San Ysidro) are operated on semi-exclusive right-of-way. The Blue Line comprises 18 stations, sharing six stations with the Orange and Silver Lines downtown and one with the Green Line. The Blue Line operates through four jurisdictions: the cities of San Diego, National City, Chula Vista and an unincorporated area of San Diego County.

ORANGE LINE

Revenue service on the first phase of the Orange Line from Imperial Transfer to the Euclid Station began on March 23, 1986. The line was extended to El Cajon in 1989 and to Santee in 1995. In April 2018, the both Orange Line terminals were changed. The Orange Line currently extends 17.7 miles from the Courthouse Station in downtown San Diego (via the C St. corridor and downtown San Diego) to Arnele Avenue Station in El Cajon. Of the total 17.7 miles, 3.1 miles (C Street & India to Commercial & 32nd) are operated on the city streets; and 14.6 miles are operated on semi-exclusive right-of-way from 32nd and Commercial to Arnele Avenue. The Orange Line is comprised of 19 stations, sharing five with the Blue and Silver Lines downtown and five with the Green Line (one in downtown and four in East County). The Orange Line operates through four jurisdictions: the cities of San Diego, Lemon Grove, La Mesa and El Cajon.

GREEN LINE

Revenue service began on the Green Line on July 10, 2005. The Green Line extends 23.8 miles from the 12th & Imperial along the bayside to Old Town Transit Center through Mission Valley to Santee Town Center, including a 0.7-mile subway tunnel under San Diego State University (SDSU). The Green Line is comprised of twenty-seven stations, sharing five with the Orange Line (two in downtown and three in East County), one with the Blue Line downtown, and four with the Silver Line downtown. The Green line operates through four jurisdictions: the cities of San Diego, La Mesa, El Cajon and Santee.



Figure 1: SDTI System Map

SILVER LINE

Revenue service on the Silver Line began in August 2011. The Silver Line is a 2.7-mile loop in downtown San Diego along Harbor Drive, C Street, and Park Blvd, completing its loop at 12th & Imperial, and is host to restored 1940's era Presidential Conference Committee (PCC) streetcars. The Silver Line is comprised of nine stations, sharing six with both the Blue and Orange Lines, and three with the Green Line.



Figure 2: Silver Line Map

1.2.1.3 Rail Fixed Guideway

Trains operate on-site in segments of the system that do not have automatic block signals and are primarily in non-exclusive right-of-way. Maximum speeds vary between 25mph (in the downtown area) to 55mph. Trains are governed by automatic block signaling (ABS) on semi exclusive right-of-way. The ABS system consists of a series of consecutive blocks of defined track limits equipped with interlocked wayside signal circuits that monitor the status and control movements of key elements of the signaling system and ensure the safe movement of light rail and freight trains.

1.2.1.4 Traction Power Substations

SDTI trains are electrically propelled using high-voltage DC power, which is fed via an overhead catenary system (OCS) from traction power substations located along the right-of-way. Isolated OCS sections can be de-energized by opening appropriate circuit breakers in the substations or via pole-mounted sectionalizing switches. SDTI utilizes fifty-five substation locations throughout the system. These substations are equipped with a rotating blue trouble light that indicates a malfunction associated with the substation. When observed, a Train Operator reports the trouble light to the Operations Control Center, Line Supervisor, or

maintenance crew. Only trained and qualified employees (including Line Supervisors) may remove power in emergencies.

1.2.1.5 Overhead Contact System

A power distribution system known as an Overhead Contact System (OCS) provides electrical power to the LRVs. The minimum contact wire height above the top of the rail in areas of light rail vehicle usage is nineteen feet, except in exclusive and semi exclusive right-of-way. The CPUC granted an exemption to General Order 95 (Overhead Electric Line Construction) and allowed the minimum contact wire height above the top of the joint-usage track rail reduced to 22 feet. The contact wire profile is as low as fourteen feet in some areas (C Street under the County Court House; Gillespie Field and Lindbergh Field Airport glide paths; Grape, Hawthorn, and 70th Streets; Morena Boulevard; and San Diego State University tunnels). Segments of track throughout the downtown area (C Street, Park Boulevard, Commercial Street, Harbor Drive and in the Yard) have fixed-termination OCS where operating speeds are lower. In all other areas of the right-of-way, a constant-tension catenary system allows for higher operating speeds.

1.2.1.6 Stations

SDTI has fifty-three barrier-free passenger stations that provide circulation between street, bus/auto connections, and platform/track areas. There are forty-two stations outside the "Centre City" zone shown on MTS System map. Many stations outside the Centre City zone have adjacent parking, pick-up/drop-off zones, and bus pull-in areas to accommodate patrons. All stations are equipped with a public address system to notify patrons of service changes. Key stations are equipped with changeable message signs that display the same information, which broadcasts over the public address system.

1.2.1.7 Light Rail Vehicles

The SDTI fleet currently consists of Light Rail Vehicles (LRVs) manufactured by the Siemens Corporation and Presidential Conference Committee cars (PCC) manufactured by the St. Louis Car Company (reference Figure 3: SDTI Fleet). LRVs have an articulated center and operating cabs on each end. There is no access between LRVs when coupled. Safety features include a fire extinguisher, a mobile radio equipped with a silent alarm button mounted in each operating cab, a fail-safe system to prevent movement of the train in the event doors are not fully closed, and an onboard CCTV system. A Train Operator (T/O), who performs all operational functions, controls trains manually.

Model:	U2	SD-100	SD-7	SD-8	SD-9	PCC
Fleet Size:	01	52	11	65	24	02
Length:	80 feet	80 feet	90 feet	80 feet	80 feet	45 feet
Weight:	40 tons	40 tons	48 tons	40 tons	40 tons	25 tons
Max Speed:	50 mph	55 mph	55 mph	55 mph	55 mph	25 mph

Figure 3: SDTI Fleet

1.3 ORGANIZATIONAL STRUCTURE

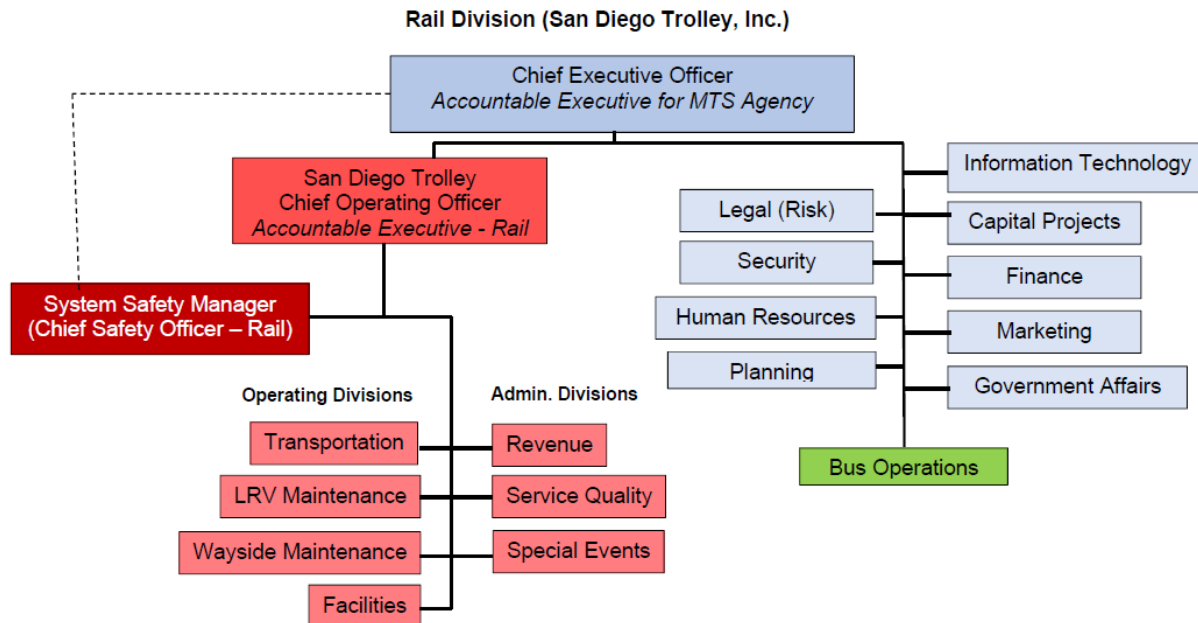


Figure 4: Organization Chart for MTS Rail Transit Operations

MTS has three (3) major divisions: Administration, Rail and Transit. The MTS CEO is responsible for managing all aspects of the agency, with direction from the Board of Directors. The CEO has designated the COO-Rail to manage Rail operations.

The COO-Rail reports to the MTS CEO. For the Rail division, administrative and operational functions consist of departments directed by the COO-Rail. The administrative functions are responsible for the daily management of system-support requirements provided by the Facilities, Revenue (fare vending machine maintenance and collection/processing), Engineering, Purchasing, Stores, Claims Administration, and Accounting Departments. The operational functions consist of the Transportation, Light Rail Vehicle (LRV) Maintenance, and Wayside Departments. The Superintendents of these sub departments are responsible for establishing and implementing the ASP safety requirements.

1.3.1 Board of Directors

The Board of Directors is responsible for setting policy for SDTI. They are required to approve the ASP initial document and all updates. The Board of Directors receives periodic safety briefings from SDTI.

1.3.2 Accountable Executive

The Accountable Executive of the MTS Agency is the CEO who has ultimate responsibility for safety within the MTS organization. The MTS CEO designated the COO of Rail (SDTI) as the Accountable Executive for Rail.

The Accountable Executive- Rail is responsible for establishing and implementing the Safety Management System for Rail operations. The COO-Rail

directs and provides support for all rail operations functions and is responsible for decisions regarding safety risks. The COO-Rail will elevate relevant safety discussions to the CEO's attention. The COO-Rail will support and encourage an open dialogue between the System Safety Manager (CSO) and the CEO.

1.3.3 System Safety Manager/Chief Safety Officer (CSO)

The System Safety Manager (CSO) is responsible for managing the SMS on a day-to-day basis. The System Safety Manager oversees safety within SDTI and provides technical support to the CEO and COO-Rail, and to the Board of Directors regarding safety. The System Safety Manager is responsible for the chairing safety committees; providing safety input to operations, procedures, rules and training; internal audits; accidents/incidents/near-miss investigations and reporting; safety input for major extensions and rehabilitations of the transit system; and hazard analyses.

The CSO must be adequately trained and is responsible for ensuring compliance with requirements as set forth in 49 CFR 672, which provides minimum training requirements to enhance the proficiency of transit safety oversight professionals. This training shall meet the requirement as outlined in Appendix A to 49 CFR 672, and include the required annual refresher training. The CSO must be enrolled in the 49 CFR Part 672 – Public Transportation Safety Certification Training Program (PTSCTP) and must complete the training within the three (3) year prescribed timeframe.

The CSO reports to the COO- Rail. The CSO works with the COO-Rail to implement the Agency Safety Plan.

The CSO has a dual reporting role with the COO-Rail and the CEO. As necessary to implement the Safety Plan and discuss relevant issues, the CSO has a duty and right to report directly to and consult with the CEO. The CSO will have direct access to the CEO at all times regarding all safety related issues.

1.3.4 Facilities Department

The Superintendent of Facilities reports directly to the COO-Rail. The Facilities Manager is responsible for the maintenance and operation of all fixed facilities and equipment, including all trolley stations, shelters, canopies, signage, equipment, parking lots, landscaping, related right-of-way maintenance and all irrigation systems. Scheduled weekly maintenance includes maintenance of stations, facilities/buildings and grounds, as well as vehicle inspections. Bimonthly maintenance is performed on the LRV car wash and sludge/drain system and stations and facilities maintenance is conducted annually and as needed. In accordance with SMS principles, a supervisor ensures that corrective actions are implemented and closed out in a timely manner and reviews inspection and trouble reports. The Superintendent of Facilities writes specifications, initiates, monitors contract maintenance services, and ensures that all designated facilities are maintained in a safe, operational, and presentable state.

1.3.5 Revenue Department

The Revenue Manager reports directly to the COO-Rail. The Revenue Manager is responsible for providing revenue administration, reporting and management functions. The Revenue Manager oversees Ticket Vending Machine (TVM) revenue collection and recovery process, security, maintenance and accuracy of fare collection equipment, revenue accounting and analysis, auditing, reporting functions and armored transport and banking functions performed in accordance with MTS policies. The Revenue Manager recommends policies and procedures to ensure that revenues are handled in a safe and secure manner; researches, analyzes, and monitors all phases of fare-collection process, and develop findings and appropriate recommendations.

1.3.6 Stores Department

The Manager of Inventory Operations reports to the Director of Supply Chain & Operations and is responsible for all MTS warehouses, including departments within SDTI, SDTC (bus operations) and MTS administration.

All warehouse personnel are responsible for the management of functions associated in ensuring the availability, upkeep and distribution of all items stored in each warehouse that include but not limited to maintenance spares, tooling, consumable and commercial items. In addition, the warehouse is also responsible for the management of disposals across inventory and company assets.

Included in the Manager Inventory Operations role is the establishment of strategic direction and tactical delivery for the department. The Manager will work alongside safety and environmental departments to facilitate and ensure a safe and risk-free environment for each employee. In delivering exceptional performance, each warehouse employee will be adequately trained to attain a high level of understanding across the role of a storekeeper and to provide exceptional customer service through the efficient discharge of their duties.

1.3.7 Engineering Department

The Director of Capital Projects reports directly to the CEO and is responsible for the coordination of all engineering and construction activities of the organization. The Director of Capital Projects provides regular updates to the COO-Rail.

1.3.8 Transportation Department

The Superintendent of Transportation reports directly to the COO-Rail. The Superintendent of Transportation is responsible for the operational planning and overall supervision of all employees involved in the transportation discipline of SDTI, including mainline and yard service and the operation of all trains in accordance with the approved timetables. The Superintendent of Transportation is also in close and continuing association with the initial and subsequent installation, testing and preoperational system check-out of various systems comprising the light rail system and must be sufficiently knowledgeable and

experienced to render timely and effective assistance in establishing and coordinating applicable operating and safety procedures. The Superintendent of Transportation is responsible for promulgating operating rules, regulations and related procedures, as well as the enforcement of safety policies and the review of problem areas to determine the need for changes to improve operating and safety procedures. The Superintendent of Transportation ensures that contingency plans are up-to-date and readily available in the event of an emergency, including accidents and system delays in general. The Superintendent of Transportation ensures that properly trained personnel and appropriate equipment are available to respond on a timely basis to rectify the problem(s) and restore normal operations.

Both SDTI and San Diego & Imperial Valley Railroad (SD&IV) trains operate under the authority of the Operations Control Center (OCC). The OCC is staffed twenty-four hours a day, seven days a week and provides twenty-four hour emergency response for SDTI employees and local emergency-response agencies. An integrated fire management panel monitors/controls the emergency ventilation system and traction power emergency trip switches in the event of a fire or other emergency within the tunnel or platform areas integrated within the SDSU Station. Ventilation of the tunnels and station platform are also controlled through a computer program in the OCC interfaced with high-powered reversible fans and air dampers throughout the underground structure. A trespasser intrusion system will also activate an alarm at the OCC if a person or other detectable object smaller than an LRV enters a tunnel segment at either the station platform or the portal entrance from either end. The MTS Transit Security emergency contact number is posted on public information signs and passenger timetables for public knowledge.

The primary functions established for the OCC Facility and personnel are:

- Provide for the safety and security of SDTI personnel and passengers
- Maintain system-wide supervisory control by monitoring train operations and facilities that support the system
- Document incidents that result in system delays, injuries, or damages
- Maintain detailed reports on operational status items and reported defects
- Create unusual occurrence reports and various daily statistical summaries for dissemination
- Supervise personnel, direct operations, and maintain established service levels
- Execute corrective actions to optimize service levels and minimize adverse system-wide impact
- Monitor fire management panel and remain conversant with the emergency ventilation operation panel and trespasser intrusion system

The Controller on duty is responsible for all operational activities and must ensure that train movements (mainline and within yard limits) and any work performed on or about SDTI property is conducted in accordance with all safety requirements mandated by the CPUC, the FRA, and SDTI policies and procedures. Controllers also monitor SDSU tunnels via CCTV.

Train movements are controlled through:

- Speed restrictions, slow orders, and advisories printed daily on an Operating Clearance Form
- Verbal train orders communicated over a two-way radio system

All SDTI personnel and contractors working on the property perform their duties in a safe manner in accordance with written instructions and are verified through:

- Verbal two-way radio communications
- Field oversight (Line Supervisors and Employee-in-Charge/Flagperson who inform the Controller of personnel adherence and progress)
- Operating clearances

In addition, train movements on signalized track are governed by automatic block signals (ABS). Special operations are conducted on an as-required basis for construction or maintenance needs. Authorization for special operations must receive approval from the Superintendent of Transportation.

1.3.9 Wayside Maintenance Department

The Superintendent of Wayside Maintenance reports directly to the COO-Rail. The Superintendent of Wayside Maintenance coordinates with subordinate staff and other department superintendents and managers to handle elements associated with the administration and maintenance responsibilities of the Wayside Division of the Maintenance Department. The Superintendent of Wayside Maintenance is responsible for directing, planning and scheduling inspections, maintenance and repairs of traction power, signals and switches, crossing gates, guideway structures, pumping stations, lighting and station electrical service and component devices (PA system, message signs, etc.).

The Maintenance-of-Way Department is responsible for the maintenance and repair of wayside equipment, including signals, grade-crossing protection, traction power, switches, track and substructures, as well as SDTI back-up generators. Wayside Department staff includes Shift Supervisors, Track Supervisors, Electro Mechanics, Linemen, Assistant Linemen, and Track Maintenance Personnel.

Shift Supervisor Responsibilities

Shift Supervisors' responsibilities include the following activities:

- Ensure that work site areas have safety and hazardous material inspections performed within required time frame
- Conduct and document scheduled safety meetings held with employees
- Ensure safety inspections and safety maintenance cycles performed on equipment and specialized facilities are appropriately scheduled and documented
- Verify that personal protective equipment (PPE) is available and in good working order
- Ensure that employees under their control follow the established safe-work practices and use the required personal protective equipment

- Confirm that the Hazard Communication Program Plan and MSDS binders are available to all maintenance employees
- Monitor personnel and verify that safety training was conducted and tasks are performed safely
- Ensure that all affected personnel receive training to ensure the component is used in a safe manner when a new process, procedure, chemical, or piece of equipment is introduced into the workplace
- Assure proper forms are completed prior to the personnel's tour of work begins

1.3.10 Light Rail Vehicle (LRV) Maintenance Department

The Superintendent of LRV Maintenance reports directly to the COO-Rail. The Superintendent of LRV Maintenance establishes, implements, and monitors new or revised policies and guidelines for the LRV Maintenance Department. The Superintendent of LRV Maintenance administers policies and programs, and plans, coordinates, schedules, and implements these into day-to-day activities as they relate to the efficient operation and maintenance of light rail vehicles. The Superintendent of LRV Maintenance ensures that all light rail vehicle maintenance meets regulatory agencies' and internal standards, with special consideration given to the safety of patrons and employees. The Superintendent of LRV Maintenance supervises the enforcement of safety policies for all LRV Maintenance work areas.

- Ensure monthly work area safety inspections and weekly hazard material (hazmat) inspections are performed and documented on checklists
- Conduct and document scheduled monthly safety meetings with employees
- Ensure the performance and documentation of safety inspections and safety maintenance cycles of vehicles and equipment meet schedule requirements
- Verify that personal protective equipment (PPE) is available, in good working order, and used in compliance with established safety practices
- Ensure that the Hazard Communication Program Plan and Material Safety Data Sheets (MSDS) are available to all LRV Maintenance employees for review upon request
- Monitor that employees perform assigned task(s) in a safe manner
- Ensure that training on proper use and operation of any new processes, procedures, chemicals, or equipment, including necessary safety precautions, is conducted

The LRV Maintenance Department is responsible for the maintenance, repair, and cleaning of all Light Rail Vehicles. Personnel include LRV Supervisors, Electro Mechanics, Linemen, and Assistant Linemen.

LRV Supervisor Responsibilities

- Ensure monthly work area safety inspections and weekly hazard material (hazmat) inspections are performed and documented on checklists
- Conduct and document scheduled monthly safety meetings with employees

- Ensure the performance and documentation of safety inspections and safety maintenance cycles of vehicles and equipment meet schedule requirements
- Verify that personal protective equipment (PPE) is available, in good working order, and used in compliance with established safety practices
- Ensure that the Hazard Communication Program Plan and Material Safety Data Sheets (SDS) are available to all LRV maintenance employees for review upon request
- Monitor that employees perform assigned task(s) in a safe manner
- Ensure that training on proper use and operation of any new processes, procedures, chemicals, or equipment, including necessary safety precautions, is conducted

1.3.11 Risk Department

The Manager of Risk and Claims reports directly to the General Counsel. The General Counsel reports directly to the CEO and the MTS Board of Directors as necessary. The Manager of Risk and Claims directs and manages the liability claims and workers' compensation functions of MTS and ensures that all claims and workers' compensation activities are properly processed and reported in accordance with state and federal regulations. The Manager of Risk and Claims manages and tracks claims and incidents, evaluates mitigation and insurance strategies, and facilitates the annual placement of MTS's excess liability, excess workers' compensation property, crime, and fiduciary liability insurance. The Manager of Risk and Claims coordinates activities, policies, and procedures with third-party administrators and insurance brokers on contract and insurance issues.

1.3.12 Transit Enforcement Department

The MTS Chief of Police/Director of Transit Enforcement reports directly to the CEO. This department is staffed through contracted services and in-house Code Compliance Inspectors (CCIs). The Transit Enforcement Department conducts ongoing Security Risk Analyses for the system to maintain a secure environment for passengers, employees and facilities through identification of emerging significant security risks and to formulate solutions and mitigations.

1.3.13 Transit Asset Manager

The MTS Transit Asset Manager reports directly to the Chief Financial Officer. The Chief Financial Officer reports directly to the CEO. The Transit Asset Manager is responsible for developing and coordinating new Transit Asset Management policies, data collection and FTA reporting for bus and rail. The Transit Asset Manager is also responsible for the agency's Capital Improvement Program and Capital budget.

1.4 INTEGRATION WITH PUBLIC SAFETY AND EMERGENCY MANAGEMENT

The System Safety Manager, in conjunction with representatives from Transit Enforcement and other departments are responsible for coordinating all rail system-wide emergency response planning. Prior to opening new segments of the rail system, training sessions and familiarization exercises are conducted for all emergency-response agencies in the new segment.

SDTI's progressive exercise program has the commitment of internal staff and emergency-response agencies to utilize a building block approach in which training and activities focus on specific capabilities in a cycle of escalating complexity. This program allows the collective community to achieve and maintain competency in executing the transportation and local-emergency response plans. MTS has a Continuity of Operations Plan to ensure that critical functions continue following an emergency.



SDTI's emergency-response policies and procedures are reviewed annually and updated as needed. The System Safety Manager is responsible for coordinating this review and producing updated policies and procedures with input from SDTI staff.

1.4.1 Exercises and Drills

The Safety and Transit Enforcement Departments organize major emergency response drills and exercises that simulate terrorist activities and catastrophic incidents requiring multijurisdictional response. These aid the agency in assessing and validating policies, plans, procedures, training, equipment, assumptions, and interagency agreements. MTS uses the Homeland Security Exercise and Evaluation Program (HSEEP) as it provides a standardized policy, methodology, and terminology for exercise design, development, execution, evaluation, and improvement planning.

A drill is held annually at San Diego State University station as well as another location on the system. Prior to any drill, meetings with external agencies regarding the emergency-management program are held. The FTA provides funding to SDTI to develop and conduct major drills. Typical drills may include mass casualties, fires, derailments, active shooters, or suspicious devices. Drills are designed to exercise competency in emergency situations.

Following a drill, a post-drill debriefing is convened with representatives from all participating agencies to review the performance of the drill and to identify lessons learned. These findings are documented in drill reports or after-action reports and matrices. The post-drill briefing comments are included in a final summary report to management that includes areas needing fire and life-safety improvements and corrective actions. The SDTI Safety and Security Departments track corrective actions to resolution.

1.4.2 Internal Emergency Training

MTS's emergency preparedness program focuses on staff development and training using drills and exercises to assess current practices and procedures. MTS hosts US Department of Transportation (USDOT) Transportation Safety Institute (TSI) and National Transit Institute (NTI) courses and encourages staff participation to the extent possible and appropriate. As necessary, MTS also partners with contractors to facilitate advanced training, exercises, and drills. All emergency-response procedures are found in the Operating Rules and Standard Operating Procedures Manual and in the MTS Emergency Management Plan. These procedures are included in the Transportation Department's Standard Operating Procedures Manual. These documents are distributed to employees as they are updated. The following situations are addressed in the above-referenced documents:

- Emergency occurrences
- Emergency shuttle bus service
- Operation of LRV silent alarm
- Earthquake emergency procedures
- Hazardous materials
- Emergency radio calls
- Emergency call list
- Fire on a train
- Derailment
- Hijacking
- Passenger emergency alarm
- Civil unrest
- Sick person on or near SDTI property
- Collisions and accidents
- Emergency removal of power
- Fire on or near track
- Bomb threat
- Criminal incidents
- SDSU fire management panel, emergency ventilation operation panel, and trespasser intrusion system

1.4.3 Emergency Responder Familiarization

SDTI performs safety training with personnel from emergency-response agencies within jurisdictions through which the trolley operates. First responder personnel, such as fire and law enforcement, from the County of San Diego and the cities of San Diego, La Mesa, El Cajon, Santee, National City, and Chula Vista are provided with basic information of the SDTI system, equipment, and operations during the training provided by the System Safety Manager and the Transportation Training Department. Function-specific training and exercises are also provided, including:

- Active shooter/tubular assault/sniper (SWAT)
- Heavy lift/extraction (fire departments, urban search and rescue)
- San Diego State University familiarization (fire departments in proximity to the university)

- Field canine enforcement (US Customs and Border Patrol)

This training is available year-round to these agencies, and annual participation is encouraged. Additionally, Maintenance-of-Way Department personnel provide San Diego Fire Department with on-site orientation for unique stations, such as San Diego State University.

1.4.4 Fire Protection

All fire protection systems are verified for conformance with fire protection requirements through the use of emergency drills, inspections, incident investigations, and routine testing of fire protection and fire-suppression systems.

1.5 SMS DOCUMENTATION AND RECORDS

1.5.1 Annual Plan Review

The ASP is assessed annually and updated to include corrections and modifications. The System Safety Manager is responsible for coordinating review and revisions.

1.5.2 Revisions and Change Control

Updates to the ASP include changes to operating procedures or environment, or procedures, instructions, or rules affecting safety. These changes are made by the System Safety Manager. The methods and procedures contained in the ASP are applicable to all phases of the rail transit system: planning, design, construction, inspection, preoperational testing, start-up, and revenue service.

1.5.3 Responsible Parties

The System Safety Manager is responsible for initiating and developing the ASP in cooperation with SDTI departments, and MTS and SANDAG project implementation staff, as applicable, with oversight by the CPUC. All changes are approved by the COO-Rail, CEO, and the Board of Directors. Existing SMS processes and procedures are evaluated and modified as necessary in the ASP update.

The current version of the ASP is available to all employees and contractors via the MTS Intranet. The System Safety Officer issues a bulletin to all employees when updates are available.

1.5.4 Regulatory Oversight and Acknowledgement

SDTI will submit its initial Public Transportation Agency Safety Plan (ASP) to the CPUC for review and approval (in accordance with the requirements of CPUC General Order 164-E) before the FTA's July 20, 2020, deadline for submittal of the agency's ASP. SDTI will incorporate CPUC comments and issue the revised ASP for CPUC approval. After receiving CPUC approval of the ASP, SDTI will

submit the ASP to the FTA in compliance with 49 CFR Part 673, so that The FTA's Certification and Assurance process can be completed on or before July 20, 2020.

The revised ASP is submitted annually on or before February 15th to meet requirements set forth by the CPUC in GO 164-E. The System Safety Manager is responsible for notifying the CPUC representative of any changes or modifications to the ASP or any significant safety issues. The CPUC representative is responsible for reviewing the ASP to ensure the plan meets the requirements of GO 164-E. All CPUC recommendations to enhance or modify changes in the ASP will be considered and the ASP will be revised accordingly.

1.5.5 Plan Implementation

The ASP focuses on the activities that are required to provide a high level of safety. The ASP elements include the long-term approach to implement Safety Management Systems within SDTI. The ASP also delineates activities to be performed by the Safety Committee to ensure its involvement on a continuing basis.

This ASP outlines the methods to assure that safety is an integral and continuous part of planning, specification, design, test operation, construction, procurement, and disposal activities of rail transit systems. The ASP complies with all state and federal laws and mandates by systematically monitoring all phases of the operation.

MTS has an intranet that includes information on various functions within the agency including safety. A sample page from the Rail Safety Intranet is shown in Figure 5. The MTS Rail Safety Intranet contains a description of policies and procedures that apply to the Safety Management System, including the Safety Management Policy. The intranet is the prime method of communication of how updates or revisions to the Safety Management Policy are communicated to employees.

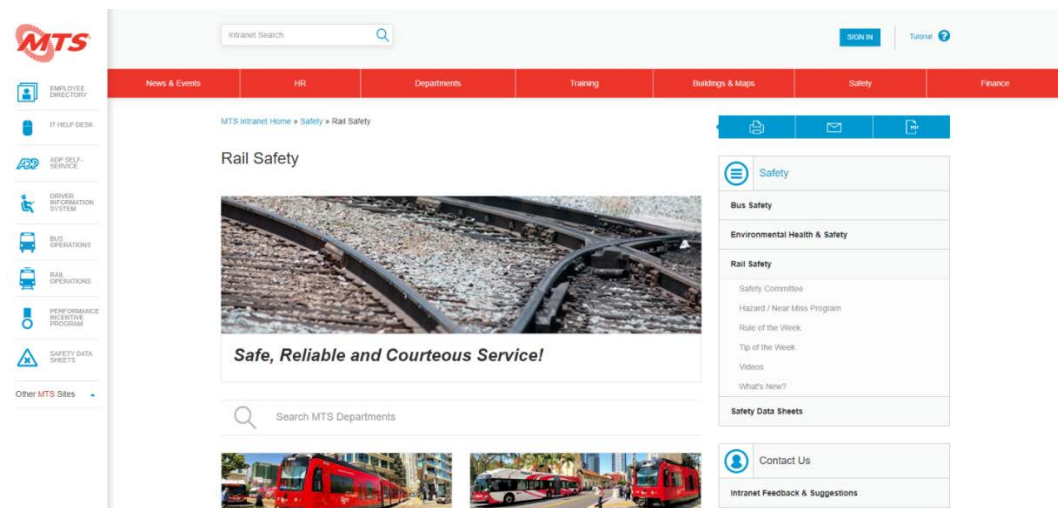


Figure 5: MTS Safety Intranet Page 1

1.5.6 Program Administration

The System Safety Manager has the functional authority, under direction of the COO-Rail, to ensure all employees comply with the ASP and that all operations and maintenance related functions are performed with the intent to conform to safety requirements, including:

- Analysis of rules, procedures, and practices to ensure adequate hazard control including employee safety reporting systems
- Participation in design reviews and planning sessions to ensure that safety concerns and issues are addressed and resolved
- Collection and dissemination of applicable information/practices from other transit properties
- Investigation of serious incidents or accidents and assigning responsibility, when applicable, for the purpose of retraining and/or disciplinary action
- Periodic safety inspections
- Determination of cause and recommendation of corrective action to prevent recurrence
- Verification of implementation and effectiveness of corrective action
- Emergency-response agency interface on safety-related matters, including familiarization sessions with SDTI equipment/facilities
- Participation on internal committees (Major Incident Review Committee, Derailment Committee, etc.)
- Interface with NTSB, CPUC, Cal/OSHA, FTA, FRA, and other regulatory agencies

When unsafe conditions or practices exist, the System Safety Manager has the authority, granted by the COO-Rail, to immediately order such conditions corrected or unsafe practices halted. This includes the interruption of revenue service if conditions warrant. The System Safety Manager reviews and evaluates the ASP for program effectiveness. This includes ensuring all departments comply with elements contained herein, adding or deleting work tasks commensurate with the project(s) schedule and budget, and delegating responsibilities, accordingly.

1.5.7 Current Operational Systems

Verification of compliance with SDTI, manufacturer, federal, state, and local requirements is accomplished through:

- Review of accident/incident reports
- Performance to established safety goals and safety performance targets
- Investigations of cause and corrective action when appropriate
- Inspection of facilities and equipment
- Management procedures
- Review of operating procedures
- Review of safety rules
- Review of emergency drills
- Occupational safety and health inspections
- Inspection and testing of fire protection equipment

1.5.8 Safety Committee

The Safety Committee is made up of both hourly and supervisory personnel from each of the departments within SDTI. The committees' primary function is to act as a communication channel on safety-related matters between employees and upper management and to provide a forum to discuss issues which impact safety.

Safety Committee members solicit recommendations from employees of their respective departments regarding proposed improvements to enhance safety in the work environment. The Safety Committee discusses, evaluates, and determines if such recommendations are practical and require follow-up. Any suggestions that require fund expenditure is referred to the appropriate department head who, in turn, advises the COO-Rail whether the recommendation should be acted upon. Recommendations are reviewed for possible implementation and the Safety Committee is advised of the decision reached by the COO-Rail. Monthly Safety Committee meeting minutes are distributed and posted on all SDTI Bulletin Boards.

1.5.9 Monthly CEO Safety Briefing

Every month the System Safety Manager provides a rail safety briefing to the SDTI CEO. Topics include, but are not limited to accidents, outside inspections, recent CPUC activity, training, Safety Committee meetings, Rail Operation and Regulatory (ROAR) Committee, major projects, regular duties, right-of-way, security, and any high-level safety risks and/or safety meetings that have been conducted or are ongoing. In addition, on a case-by-case basis, the CEO will meet with the CSO to discuss individual incidents, policies, or other concerns and programs related to safety.

1.5.10 Weekly Executive Safety Briefing

Every week the System Safety Manager provides a rail safety briefing to the MTS COO-Rail. Topics include:

- CPUC activity
- Safety Committee update
- Accident/incident investigative follow-up

1.5.11 General Awareness Program

SDTI, in cooperation with SANDAG, may develop and conduct safety-awareness programs for local schools, community groups, and the media. These programs increase public awareness of issues related to safety on the system.

1.5.12 Incentive and Correctional Programs

A safety award program and an employee excellence award program rewards employees annually based on safe behavior, accident-free operation, personal injuries, and attendance. Award recipients are invited to a public ceremony.

1.5.13 Documentation and Retention of SMS Documentation

The documents required to implement the SMS program are maintained within MTS for a period of no less than four years. The SMS documents contain record of revision as applicable and are maintained within individual department record systems.

During the course of developing the SMS there may be additional processes and procedures required that are not included or referenced in the ASP. The processes and procedures will be further developed by the responsible parties designated within the agency with the involvement and participation of representatives assigned to the safety department. As applicable new SMS policies and procedures will be included or referenced in the revised ASP during the annual review.

Upon request the CPUC, FTA, and other Federal entities will have access to review any SMS documentation that is maintained MTS.

2.0 SAFETY RISK MANAGEMENT

Safety is integrated into design, specification preparation, equipment selection, construction, procedures, and operations. The Safety Risk Management process is intended to verify that identified hazards have been satisfactorily documented, tracked, and resolved through a risk mitigation and resolution process. Hazards are continually identified during the development of a project and during ongoing rail operations. As specified in a project's safety and security certification plan (see Section 3.2.2), SDTI, MTS, and SANDAG project implementation staff (under the direction of SDTI and CPUC), as applicable, apply methods of hazard identification, assessment, and resolution to minimize or eliminate accidents and injuries. The Safety Risk Management process also applies to SDTI's existing operations and maintenance procedures, changes to the existing SDTI rail public transportation system, new operations of service to the public, new operations or maintenance procedures, and any organizational changes.



Figure 6: Safety Risk Management Process

SDTI, MTS, and SANDAG project staffs, as applicable, work to identify areas and situations prone to a high frequency of incidents and accidents through existing system inspections and evaluation, reviewing trends, comparative analysis, and evaluating available data. Safety analyses are part of a formalized process to identify, eliminate, and/or control hazards. Safety analyses provide for:

- Identification of hazards
- Assessment of the severity and probability of occurrence of the hazard
- Timely awareness of hazards for those who must resolve them
- Traceability and control of hazards through all phases of a system's life cycle

Analysis results assist team members in understanding the causes of occurrences and ensure appropriate corrective action. Variables determined as significant contributing factors to the frequency of accidents or incidents become a focal point for review and evaluation to determine appropriate corrective action.

Safety Risk Management is performed using a decentralized process. Hazards are assessed and evaluated by the operating departments (transportation and maintenance) with assistance from the System Safety Manager.

The Safety Risk Management process feeds into the Safety Assurance process so that safety risk mitigations are evaluated for effectiveness over time. Feedback between the two processes is essential to ensure that risk mitigation does not introduce additional hazards. MTS uses safety data acquisition to monitor what occurs within the system. If the hazard reoccurs, then the mitigation will be adjusted.

2.1 SAFETY HAZARD IDENTIFICATION

2.1.1 Hazard Identification

Defining the physical and functional characteristics of a project creates the foundation of the hazard identification process. These characteristics are presented in terms of the major elements that comprise the project, such as personnel, facilities, systems, equipment, procedures, the public, and the environment. The perceived hazards are identified using several techniques, including the following:

- Historical hazard or accident data
- Operational experience and lessons learned
- Identification of credible hazard scenarios
- Checklists of potential hazards
- Hazard analyses
- Employee Safety Reporting System
- Data provided by the FTA
- Data provided by the CPUC
- Input from vendors, suppliers, and subcontractors
- Input from project staff and engineering/construction consultants
- Other methods as appropriate.

Identified hazards are tracked in the Hazard Management Master File (an Excel database). Information collected includes the following:

- Date reported
- Reported by
- Form completed
- Reported to
- Hazard description
- Severity
- Probability
- Responsible party

- Potential mitigation(s)
- Final mitigation(s)
- Risk score after mitigation
- Completed by
- Completion date

2.1.2 Safety Risk Assessment

A hazard analysis should be performed on all facility modifications and new construction projects. Hazard analysis is a risk assessment of the safety and security of a project with regard to known hazards. The purpose of hazard analysis is to assess the severity and probability of the risk associated with each identified hazard. Severity and probability generally are determined based on qualitative rather than quantitative analyses. The results and conclusions of the analyses of identified hazards, assessed in terms of severity or consequence and the probability of occurrence, are presented by the responsible party in accordance with standard methods (such as MIL-STD-882D, MTS ASP, FTA Hazard Analysis Guidelines, and 49 Code of Federal Regulations Part) and as specified in contract documents.

To classify the assessment, hazards identified in formal hazard analyses receive a classification based on the definitions that follow. Unacceptable and undesirable hazards are mitigated to an acceptable level by one or more of the above-described methods.

Hazards identified in the Hazard Management Master File also receive a classification based on the definitions that follow.

2.2 SAFETY RISK MITIGATION

Hazard assessments determine whether assuming some or all of the risk associated with a particular hazard is acceptable and whether corrective action is called for. Hazard assessment involves hazard severity, hazard probability, and risk assessment. The following definitions are used to establish Hazard Severity and the Probability of Occurrence. The Risk Assessment Matrix is used to categorize hazards as acceptable, acceptable with certain conditions applied, undesirable, or unacceptable.

2.2.1 Hazard Evaluation

Hazard severity is a subjective measure of the worst credible mishap expected to result from human error, environmental conditions, design inadequacies, subsystem or component failure or malfunction, and/or procedural deficiencies. The categories of hazards are as follows:

Table 1: Hazard Severity

CATEGORY	DESCRIPTION
1. Catastrophic	Death or system loss
2. Critical	Severe injury, severe occupational illness, or major system damage
3. Marginal	Minor injury, minor occupational illness, or minor system damage
4. Negligible	So small or of so little consequence that it requires little to no attention

Hazard probability is the likelihood that a specific hazard will occur during the planned life expectancy of the system element, subsystem, or component described subjectively in potential occurrences per unit of time, events, population, items, or activity. The Hazard Probability in Table 2 is derived from research, analysis, or evaluation of historical data.

Table 2: Hazard Probability

DESCRIPTION	LEVEL	LIKELIHOOD	EXAMPLE OF FREQUENCY
Frequent	A	Continuously experienced	One or more times per week during a four week period
Probable	B	Occurs or may occur often	One or more times per month during a four month period
Occasional	C	Will likely occur several times during the system's lifecycle	One or more times per year on an annual basis
Remote	D	Potential to occur during the system's lifecycle	Once per decade
Improbable	E	Is unlikely to occur, but possible	Less frequently than once per decade

After hazard severity and probability are determined, associated risks are assessed by project implementation staff and the Safety & Security Review Committee (see Section 3.2.2.7). A risk assessment determines the level of risk associated with a hazard. It enables understanding the risk in relation to the costs (in dollars or operational impact) that may be incurred. The Risk Assessment Matrix in Table 3 identifies the risk assessment based on hazard severity and probability.

Table 3: Risk Assessment Matrix

FREQUENCY OF OCCURRENCE	CATASTROPHIC (1)	CRITICAL (2)	MARGINAL (3)	NEGLIGIBLE (4)
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E

Table 4 relays the criticality of implementing corrective measures to reduce the hazard to an acceptable level. Projects use this index to prioritize hazardous conditions and to focus resources on the most serious hazards requiring resolution.

Table 4: Criticality Index

RISK INDEX	CRITERIA	CORRECTIVE ACTION
1A, 1B, 1C 2A, 2B, 3A	Unacceptable	Hazard cannot remain as is; must be mitigated.
1D, 2C, 2D, 3B, 3C	Undesirable – decision required	The hazard should be mitigated, if at all possible, within fiscal constraints. This level of risk must involve a documented decision by executive management, and it may be mitigated at a later time.
1E, 2E, 3D, 3E, 4A, 4B	Acceptable - with review	The Safety & Security Review Committee must determine if the hazard may remain.
4C, 4D, 4E	Acceptable - without review	The hazard may remain.

2.2.2 Hazard Mitigation

The Hazard Resolution and Control process involves the analysis and corrective action(s) taken to reduce the risk of an identified hazard to the lowest practical level. The order of precedence, which follows, are used for satisfying system safety requirements and resolving identified hazards.

Design for Minimum Risk	Design new facilities and equipment to eliminate hazards. If an identified hazard cannot be eliminated, reduce its associated risks to an acceptable level through the design selection.
Incorporate Safety Devices	If an identified hazard cannot be eliminated or its associated risk cannot be reduced through design selection, reduce that risk to an acceptable level by using protective safety features or devices. Provide, and issue procedures for, periodic inspection and functional checks of safety devices.
Provide Warning Devices	When neither design nor safety devices can effectively eliminate identified hazards or reduce risk to an acceptable level, use warning devices to detect the condition and produce an adequate warning signal to alert individuals to the hazard. Standardized warning devices minimize the probability of persons reacting incorrectly to these warnings.
Develop Special Procedures	When it is impossible or impractical to eliminate hazards through design selection or adequately reduce associated risks through safety or warning devices, then use approved

procedures and special training programs. Procedures may include the use of personal protective equipment. Precautionary notations and warning signs must be standardized. Employees who perform safety-critical tasks require certification of proficiency and periodic recertification.

Typically, hazards are controlled by more than one corrective method. The use of warning, caution, and other forms of written advisories alone to control Category I (Catastrophic) and Category II (Critical) hazards will be carefully reviewed to ensure that no other additional measures are possible.

If a new light rail extension or capital improvement project is determined not to contain significant hazards, the SANDAG Project Director may request a determination of “no significant potential for hazard” for the segment(s) from the COO-Rail. The COO-Rail may approve or deny the request.

Hazards identified by employees are tracked in the Hazard Management spreadsheet. Proposed mitigations are discussed in monthly Safety Committee meetings and documented in meeting minutes. The minutes posted on company bulletin boards and the agency intranet provide feedback on hazard mitigation and strategy.

2.3 HAZARD NOTIFICATION TO CPUC

If the System Safety Manager determines that an unacceptable hazardous condition exists (according to the Criticality Index), the System Safety Manager will notify the CPUC staff within two hours as required by GO164-E. The System Safety Manager or designee maintains a hazard tracking spreadsheet that identifies the hazard, status of hazard (open or closed), recommendations for corrective action, person or department responsible for corrective actions, and scheduled date of completion. The System Safety Manager is responsible for tracking open status items to resolution as required by GO164-E.

MTS will also submit any CAPs developed to minimize, mitigate, control, correct, or eliminate the identified risks and hazards. The CAPs will include description, immediate mitigation (if needed), origin of hazard, the proposed actions, permanent hazard resolution, or temporary mitigation if necessary, the responsible individual or department, and the schedule for implementing those actions for the identified hazard, including date the hazard was identified and closed, and hazard resolution verification/follow-up activities, all in accordance with Commission GO 164-E, Section 9.

3.0 SAFETY ASSURANCE

Safety assurance ensures that MTS implements appropriate and effective mitigations and monitors the safety performance of SDTI. Safety assurance also helps assess changes to see if the changes affect the safety of operations.

Safety assurance includes three subcomponents:

1. Safety Performance Monitoring and Measurement
2. Management of Change
3. Continuous Improvement

3.1 SAFETY PERFORMANCE MONITORING AND MEASUREMENT

There are many ways that SDTI monitors safety performance including:

- Monitor service delivery activities
- Monitor employee safety reporting programs
- Monitor operations and maintenance data
- Conduct safety audits, studies, reviews and inspections
- Conduct safety investigations
- Conduct safety surveys
- Evaluate data and information from external agencies

The FTA, in the National Transportation Safety Plan, has established safety performance criteria and state of good repair standards that all transit agencies must meet. This Agency Safety Plan includes safety performance objectives that meet or exceed the required safety performance criteria and state of good repair standards.

SDTI currently produces many forms of indicators that get reported to levels within MTS and SDTI and also to the CPUC and the FTA. In accordance with the requirements of the FTA's National Public Transportation Safety Plan, SDTI addresses safety performance in the following four categories:

- Fatalities: the total number of reportable fatalities and rate per total unlinked passenger trips by mode
- Injuries: the total number of reportable injuries and rate per total unlinked passenger trips by mode
- Safety Events: the total number of reportable events and rate per total vehicle miles by mode
- System Reliability: mean distance between failures by mode

SDTI's monitoring and assessment programs enable the agency to identify any safety risk mitigations that are ineffective, inappropriate or have not been implemented as originally intended. The System Safety Manager works with the appropriate departments to reassess and document inadequate safety risk mitigations. New proposed mitigations are discussed with the Accountable Executive, and implemented. The System Safety Manager informs the CPUC of these actions.

3.1.1 Safety Performance Measurement

3.1.1.1 Safety Performance Measure: Fatalities

SDTI is committed to reducing the number of fatalities to zero and partners with community outreach efforts to attain this goal. The calendar year (CY) performance target for total fatalities and total fatalities rate per 100,000 revenue miles is to achieve a reduction compared to the previous three CY average. A National Transit Database (NTD) reportable fatality is a death due to: collision (including suicides), derailment, fire, hazardous material spill, acts of God, system or personal security event (including suicides), or other safety event. A NTD reportable fatality does not include: fatalities that occur because of illnesses or other natural causes (including individuals who are found deceased).

3.1.1.2 Safety Performance Measure: Injuries

Any harm to persons that requires immediate medical attention away from the scene because of a reportable event is considered to be a reportable injury. SDTI reports to the National Transit Database (NTD) anytime a person is transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

In addition to injuries requiring transport from the scene, injuries defined as serious are automatically reportable. Individuals with serious injuries may or may not have been transported away from the scene for medical attention. A serious injury is one that:

- Requires hospitalization for more than 48 hours within 7 days of the event
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose)
- Causes severe hemorrhages, or nerve, muscle, or tendon damage;
- Involves an internal organ
- Involves second- or third-degree burns, or any burns affecting more than five percent of the body surface

The CY performance target for total number of injuries and injury rate per 100,000 revenue miles is to achieve a reduction compared to the previous three CY average.

3.1.1.3 Safety Performance Measure: Safety Events

The safety events measure captures events meeting NTD reporting thresholds occurring on SDTI right-of-way or infrastructure, at a revenue or maintenance facility, rail yard, during the performance of maintenance activities or involving a transit revenue vehicle. The NTD reporting thresholds include fatalities, injuries requiring immediate medical attention away from the scene, derailment, substantial damage, and evacuation for life safety reasons.

The CY performance target for total number of safety events and safety events rate per 100,000 revenue miles is to achieve a reduction compared to the previous three CY average.

3.1.1.4 Safety Performance Measure: System Reliability

The system reliability measure expresses the relationship between safety and asset condition. The rate of vehicle failures in service, defined as mean distance between major mechanical failures, is measured as vehicle revenue miles operated divided by the number of major mechanical failures. SDTI continues to invest and plan for a highly reliable, safe operation of its public transportation system. As SDTI introduces new vehicles, there is a burn-in period for the vehicles that may result in a decrease of reliability. As such, SDTI will strive to maintain current system reliability targets during this time period.

The CY performance target for system reliability rate is to achieve a reduction compared to the previous three calendar years' average. SDTI system reliability targets are calculated using a three-year average of the mean distance between failures per 100,000 revenue miles.

3.1.1.5 Safety Performance Measure: Other

SDTI also develops specific performance targets for individual functional areas, including various departments within the agency (administration, facilities, LRV maintenance, maintenance of wayside, track, rail operations, transportation, safety, environmental health).

These include, but are not limited to:

- Safety related rule infractions
- Roadway worker protection violations
- Workplace inspection findings
- Near miss report frequency
- Employees attending safety meetings

SDTI also produces an emergency brake log.

These indicators and targets are developed jointly with safety working with each involved department and with the approval of the Accountable Executive of Rail. These performance targets and indicators are included in weekly COO Rail briefings by the Safety Department and in monthly CEO safety briefings, as well as to relevant members of the Board of Directors.

3.1.1.6 Safety and State of Good Repair

The State of Good Repair (SoGR) standards are defined by the National Safety Program and National Transit Asset Management (TAM) System, found in 49 CFR Part 625. These set forth conditions when safety risk analysis must be performed on capital assets such as equipment, rolling stock, infrastructure, and facilities. SDTI documents safety performance objectives in the TAM plan based

on this definition and makes informed investments in order to strive for a SoGR for all assets.

3.1.2 Annual Safety Performance Report and Coordination with Stakeholders

SDTI disseminates and makes available safety performance targets to the FTA, CPUC, SANDAG (MPO) and other stakeholders to aid in the planning process. SDTI coordinates safety performance targets with stakeholders to the maximum extent practicable to assist with the selection of safety performance targets.

3.1.3 Safety Data Acquisition and Analysis

3.1.3.1 Safety Data Analysis

The System Safety Manager analyzes data to assist in maintaining a safe work environment for all employees. Analysis of data may result in a recommendation for corrective action. The principal approach used in achieving ASP goals and objectives are accomplished by charging all SDTI personnel with safety and the implications of their decisions. SDTI uses a proactive approach that stresses review of systems and the proposal of modifications to these systems from a safety perspective before losses occur. The ASP also requires employees to examine the affect that their actions may have on safety of other interrelated systems. All personnel are responsible for ensuring that safety-related tasks meet and are in compliance with the guidelines set forth in the ASP.

All SDTI personnel are responsible for working safely and following established rules, procedures, policies, and safe-work practices. The intent of this section is to provide a description of ASP responsibilities that, when fulfilled, will assist SDTI's efforts in achieving optimal safety. Specific procedures and responsibilities are listed in procedure manuals, rule books, plans, program manuals, policies, and other controlling documents. Each SDTI department is responsible for implementing and maintaining the procedures of the ASP pertaining to that department.

Personal Injuries

Personal injury reports are completed by Line Supervisors or Controllers and submitted to the System Safety Manager for inclusion in the Personal Injury Master Database.

The following elements of every injury are tracked:

- Date
- Line segment
- Location and location type
- Individual type (passenger, employee, trespasser, other)
- Area(s) injured
- Action (means of injury)
- If the injured party was transported

- If there was a fatality
- Train operator involved, if applicable, for evaluating potential trends with operating style

Personal injury reports are collected for on-train accidents, such as fall on start/stop, boarding/alighting, etc.; in transit facility accidents including slips, trips, and falls; along with collision reports; and in nonrevenue facility accidents, such as on the right-of-way or on SDTI property (maintenance facilities or yard).

Accidents/Incidents

If an LRV collides with vehicles, people, or objects, accident reports are completed by a Line Supervisor. Accident investigation information is discussed in detail in Section 3.1.2. As with personal injuries, collision reports are submitted to the System Safety Manager to be entered into the Master Accident Database.

The following elements of every incident are tracked to the extent possible based on available information:

- Date and time
- Train operator
- Location
- Incident type
- Highway user (auto, motorcycle, bicycle, pedestrian, other)
- Position (red light, stop sign, left turn, stopped and then proceeded, did not stop, around/through gate, fouling tracks, intentional, into path, coupler related, other)
- Circumstance (highway user struck train, train struck highway user)
- Risk assessment
- Number of injured parties or fatalities
- Video locator
- Line segment
- Direction (eastbound, westbound)
- Consist (LRV #s)
- Primary involved (generally lead) LRV and cost of repairs
- Secondary involved LRV, if applicable, and cost of repairs
- CPUC crossing number
- Geolocations (latitude, longitude)
- Fiscal year
- Investigating supervisor
- Weather conditions (clear, rainy, fog, windy, dry, wet, slick)
- Visibility (dawn, daylight, dusk, dark, street lights)
- Traffic control/protection (traffic signal, control zone, crossing gates, stop sign)
- Horn(s) used (LRV horn, federal horn, or no time for horn)
- Brake (dynamic, emergency, no time for brake)
- LRV lights (auxiliary, bright, dim)
- Designated and estimated speeds
- System check
- Operator 10-58

- Fire suppression
- Passenger evacuation
- 2+ injured on train
- Transported for treatment
- Regulatory reporting (CPUC, FRA, FTA/NTD)
- Days since last accident

Emergency Brake Applications

When an emergency brake application occurs, it is logged by Central Control. As with accidents/incidents, emergency brake application logs are submitted to the System Safety Manager to be entered into the Emergency Brake Log Master Database. The following elements of every application are tracked to the extent possible based on available information:

- Date and time
- Train operator involved, if applicable, for evaluating potential trends with operating style
- Train #
- Line segment
- Direction (eastbound, westbound)
- Consist (LRV #s)
- Geolocations (latitude, longitude)
- Highway user (auto, bicycle, pedestrian, child, animal, object, other)
- Reason (red light, stop sign, left turn, stopped and then proceeded, did not stop, around/through gate, fouling tracks, intentional, into path, coupler rider or similar, penalty)

This information is evaluated to determine trends in location, cause, and train operator. This information may also be used in accident reviews.

Comparisons of Monthly, Annual, and Historic Accident Rates

A monthly accident summary is distributed to management personnel and posted on company bulletin boards. Annual and historic statistics including cause, location, and highway user, are posted on company bulletin boards and used internally. This information is also available in map form (thermal, by type, maps).

Near-Miss and Hazardous Conditions

SDTI Rules and Instructions for Employees require all employees to report hazards to their supervisor or employee-in-charge (whether they were involved in, or observed, the event or condition) on the same day or as soon as practicable. Employees should report these on the Hazard/Near-Miss Form. The supervisor or employee-in-charge will attempt to immediately correct any hazard that is within their ability to affect. The System Safety Manager, in conjunction with the appropriate department head(s), conducts a subsequent investigation. All incidents are tracked for analysis and identification of trends.

Near-miss reporting allows employees an opportunity to report near-miss incidents involving employees or contractors working along the right-of-way. This program is for all employees, particularly operations personnel. Reports of near-miss incidents and other safety concerns allow management to identify, evaluate, correct, or avoid hazardous conditions, procedures, or equipment that may adversely affect the safety of all employees.

3.1.3.2 Accident/Incident Notification, Investigation, and Reporting

When notifications are necessary, the following information should be included:

- a. The time and date of the accident/incident
- b. The location of the accident/incident, including the Commission highway-rail grade-crossing number, if applicable
- c. The number of fatalities and/or injuries
- d. The rail transit vehicles involved in the accident/incident, if any
- e. The factor that makes the accident/incident immediately reportable
- f. Narrative description of the accident/incident, as known at the time of reporting; and
- g. The emergency-response organizations at the scene of the accident/incident
- h. Description of the service impact

3.1.3.2.1 SDTI Notifications

Transportation Department Standard Operating Procedure (SOP) 108.10, Emergency Call List identifies all personnel that are notified. The System Safety Manager shall be notified immediately by the Operations Control Center Supervisor or designee of all rail accidents/incidents. The System Safety Manager responds and investigates accidents/incidents whenever practicable in accordance with SDTI accident investigation procedures.

3.1.3.2.2 Accident, Derailment, Power Failure, Serious Injury, Fatality

In the event of a train accident, derailment, or long-term power failures resulting in major service loss, serious personal injury or fatality, SDTI or SD&IV related, the following notifications must be made immediately:

1. MTS CEO (only be made for those incidents involving significant property damage or fatal injuries, or as directed by the COO-Rail or Superintendent of Transportation)
2. COO-Rail
3. Superintendent of Transportation
4. Superintendent of LRV Maintenance
5. Superintendent of Wayside Maintenance
6. Assistant Superintendent of Transportation
7. Assistant Superintendent of LRV Maintenance
8. Assistant Superintendent of Wayside Maintenance
9. System Safety Manager
10. Central Control Supervisor
11. Director of Transit System Security

- 12. Assistant Central Control Supervisor
- 13. MTS Risk Management

3.1.3.2.3 Minor Accident/Injury

When accident or injury is of a minor nature and occurs after normal business hours or on weekends, the same notifications must be made, but discretion must be used as to the time such calls are made.

3.1.3.2.4 Regulatory Notifications

The following identifies the thresholds that incidents must meet to be reported to regulatory agencies.

California Public Utilities Commission

CPUC staff is notified within two hours of rail accidents that meet the immediately reportable thresholds, as defined in GO 164-E Section 7.2 as follows:

- a. A fatality (occurring at the scene or within 30 calendar days following the accident)
- b. One or more persons suffering serious injury
- c. A collision involving a rail transit vehicle and any other vehicle, object, or individual
- d. A derailment of any rail transit vehicle at any location, at any time, whatever the cause
- e. An evacuation for life safety reasons
- f. A runaway train

Federal Transit Administration/Federal Railroad Administration

The Federal Transit Administration (FTA) requires concurrent notification for all immediately reportable accidents as outlined in GO 164-E Section 7.4.

The Federal Railroad Administration (FRA) is notified within two hours of rail accidents that occur on joint or shared use segments and meet the established criteria as follows:

- a. An incident that results in a fatality or fatalities
- b. Causes serious injury to a number of people
- c. Results in a major disruption to SDTI service
- d. A threat that may cause injury to patrons or destruction of facilities

The FTA Region IX office and FRA Region VII headquarters must also be notified using the above criteria as well as any other incident that could impact transit and/or generate public or media attention.

National Transportation Safety Board

Train accidents and incidents meeting the following established criteria must be reported within two hours:

- Fatalities or injuries of a critical nature (requiring hospitalization) or two (2) or more employees or passengers
- Fatalities at grade crossing (trespassers not included)
- Evacuation of passengers resulting from an onboard fire or other hazardous condition that would require the dispatching of a fire-suppression unit to mitigate

3.1.3.2.5 Incident Investigations

The incident investigation and review process involves the following, as appropriate:

- Interviews and questioning of persons directly or indirectly involved in the accident
- Visual examinations, measurements, and test of light rail vehicle, track, switches, signals, and other similar items
- Operational reenactments simulating conditions that applied when the accident happened
- Review of results of drug and alcohol tests
- Examination of employee training, certification, and re-certification records
- Assessment of employee hours of service records
- Review of light rail vehicle maintenance records
- Examination of wayside equipment maintenance records
- Evaluation of Train Operator and Controller communication recordings
- Review of light rail vehicle and wayside data/event recorder logs
- Examination of operating rules, general notices, procedures, and bulletins
- Review of law enforcement and coroner reports, including reports of similar accidents

3.1.3.2.6 Securing Evidence for Investigation

Standard Operating Procedure (SOP) 106.11: Accident Investigations Involving LRV/Auto or LRV/Pedestrian identifies the duties and responsibilities when an accident occurs as follows:

- Train Operator distributes witness cards and makes an initial effort to identify other individuals, either onboard or in immediate proximity, who may have witnessed the incident.
- After arrival at the scene, the Line Supervisor should arrange to mark the point of impact (POI), uncontrolled point of rest (POR) of the train and other party, photograph property damage of all vehicles or fixed structures involved; the license plate of any non-trolley vehicle involved, and any other relevant items. The Supervisor should arrange to obtain the Train Operator's name and employee number, and other information as may be helpful in completing an appropriate accident report, i.e., direction of travel, train and car numbers, speed at time of accident, etc. In all

cases, the Line Supervisor will complete an internal accident report using the above information.

In order to maintain the preservation and integrity of evidence, the Line Supervisor should include the following methods of collection:

Photography	Debris collection
Interview of personnel and witnesses	Drug test for involved employees
Measurements and drawings	

3.1.3.2.7 Causative Factors

The following causative factors are evaluated at the scene:

Equipment and infrastructure	Annunciators
Human factors	Track wheels
Weather conditions	Emergency brakes
Geography	Sand
Position and status of signals	Point of rest of involved vehicle
Switches	

3.1.3.2.8 Minor Property Damage (No Injuries)

Law enforcement, as normal procedure, will not generally respond to a noninjury accident. They are, however, notified. This notification is reflected on the Unusual Occurrence Report. Law enforcement should be requested if the collision involves a government vehicle, a hit-and-run incident, if the driver appears to be intoxicated, or if injuries are reported.

3.1.3.2.9 Minor Injuries

In collisions involving minor injuries to the occupants or pedestrians and/or property damage only, the Line Supervisor arriving at the scene represents SDTI in the exchange of information between the involved parties and ensures that any statements regarding the collision are recorded in written form from all involved parties or witnesses.

If law enforcement has not arrived by the time all pertinent information is obtained, the Line Supervisor has authority to release the train. If law enforcement personnel arrive after this time, the Line Supervisor represents SDTI by providing or exchanging any additional information.

3.1.3.2.10 Moderate or Severe Injuries

In collisions involving moderate or severe injuries, responding law enforcement may conduct full accident investigations or file incident reports. The responding Line Supervisor prepares a detailed accident report regardless of the actions of law enforcement, but takes all steps necessary to work in unison with responding

agencies in the exchange of information, and respects potential crime scenes as under authority of law enforcement.

3.1.3.2.11 California Public Utilities Commission Participation in Investigations

The CPUC has primary responsibility within the State of California for oversight of SDTI accident investigations and the System Safety Manager is the primary contact for the CPUC-designated representative assigned SDTI. The System Safety Manager is responsible for providing CPUC staff an opportunity to participate to the fullest extent possible in all aspects of the accident investigation, including providing advanced notification of interviews, inspections, examinations, tests, and meetings with consultants, review boards, etc. to review and analyze accident-related information.

In the event that the CPUC produces an investigation report, SDTI will review the report and identify any areas of dissent and agrees to provide a response to the CPUC within prescribed timelines as defined in GO 164-E.

3.1.3.2.12 Reviews

The System Safety Manager is responsible for ensuring that the following activities are performed. When reviewing an accident that resulted in a fatality or serious injury, notice shall be given to the CPUC whenever an accident investigation team or panel is convened to perform interviews, inspections, examinations, or tests to determine the cause of the accident. The investigation shall be documented in a written report that identifies the most probable cause and any contributing causes of the accident or unacceptable hazardous condition. The report shall also contain or reference a corrective action plan and schedule to prevent a recurrence of the accident or to mitigate the unacceptable hazardous condition.

3.1.3.2.13 Accident Review Committee

In an attempt to minimize accidents, SDTI conducts post-accident debriefings with each Train Operator involved in an LRV/auto accident or LRV/pedestrian accident. Safety concerns and defensive driving techniques are reinforced through discussion of individual train-handling techniques, physical characteristics/increase of accidents at the location, and previous accidents involving the Train Operator. The Accident Review Committee typically consists of two Train Operators, one Supervisor, a Transportation Training Supervisor or designee, and the System Safety Manager. This review provides an avenue by which the Accident Review Committee and involved Train Operator learn how similar types of incidents may be avoided. Employees found to have violated specific safety rules may be subject to disciplinary measures assessed by the Superintendent of Transportation.

3.1.3.2.14 Major Incident Review Committee

In the event of any unusual occurrence resulting in significant property damage, such as a derailment, significant injuries, or impact to system operations, the

Major Incident Review Committee (MIRC) examines the evidence, determines the cause, and evaluates the response by SDTI. Chaired by the System Safety Manager, MIRC members may include personnel from any relevant departments. The Committee examines the effectiveness of current methods to prevent or minimize the potential of a recurrence and, if necessary, recommendations are made on the modification of policies, procedures, or equipment maintenance and operation. If the extent of the accident requires the expertise of outside consultants, a review board, such as American Public Transit Association (APTA), may be called upon to perform the accident review on behalf of SDTI.

3.1.3.2.15 Reports and Documentation

The System Safety Manager is responsible for conducting investigations and preparing investigation reports.

California Public Utilities Commission Reporting

SDTI investigates, on behalf of the CPUC, all reportable accidents involving a rail transit vehicle or taking place on rail transit-controlled property. SDTI submits written accident reports on forms prescribed by the CPUC within 30 calendar days after the last day of the month in which the accident occurred. The Safety Department produces one of two different types of reports for CPUC reportable accidents, an investigative report or a 60-Day Minor Incident Report. These reports contain findings of the investigation, the most probable cause of the accident, contributing factors, and recommendations for corrective action to prevent a recurrence of the accident. As part of an agreement made by the CPUC and the ROAR Committee in Fall 2007, which was documented in the ROAR Committee Meeting minutes, the Table 5: CPUC Incident Reporting Thresholds was established to identify which of the above two reports will be submitted based on the incident thresholds.

The CPUC has primary responsibility for oversight of the design, engineering, construction, and operation of fixed guideway systems within the state of California. State-mandated rules and regulations which are applicable to safety-related matters are contained in GOs 22-B, 26-D, 33-B, 72-B, 75-D, 88-B, 95, 108, 110, 118, 127, 128, 135, 143-B, 161, 164-E, 172 and 175. SDTI rail segments with shared- or joint-use heavy rail operation and rail segments with light rail-exclusive usage each have a set of general orders applicable to their unique operational characteristics. The System Safety Manager is responsible for confirming that staffs who work on the SDTI system are familiar with all applicable GOs.

Table 5: CPUC Incident Reporting Thresholds

Investigative Report	60-Day EZ
<ul style="list-style-type: none"> • Fatality (including suicides) • Serious injury to one or more people (does not include persons onboard the train). Serious injury is any injury or illness that requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation, loss of any member 	<ul style="list-style-type: none"> • Two (2) or more injuries onboard the train that are transported for medical attention away from the scene

of the body, or serious degree of permanent disfigurement.

- Collision minor/no injury
- Yard collisions
- Damage less than \$25,000
- Mainline derailment
- Mainline collision between rail vehicles
- Evacuation due to life safety
- Damage in excess of \$25, 000

- Collision minor/no injury
- Yard collisions
- Damage less than \$25,000

SDTI also submits a Form V (Monthly Service Record, Accident, Hazard, and Corrective Action Summary Report) regardless of the number of reportable accidents or unacceptable hazardous conditions. These reports are provided to the CPUC representative. The System Safety Manager reports to the CPUC representative.

If an accident is ruled as "suicide" or "attempted suicide," the investigation report shall identify this based upon the review of the Train Operator's report, witness statements, law enforcement reports, and/or coroner's reports.

If an MIRC is convened to investigate the accident, all team members including CPUC staff shall receive a copy of the final report in draft form. In cases where disagreement exists between team members regarding any aspect of the report, the System Safety Manager exercises ultimate authority. The final report is a Safety Department document.

A corrective action plan is also submitted to the CPUC office for accidents that require a recommendation other than internal defensive-driving reinstruction. Corrective actions from accidents, MIRC committee meetings, and investigations are confidential and kept with the Safety Department files.

If an accident investigation takes longer than 60 days, status reports will be submitted to the CPUC each month. The first status report is due 60 days after the rail accident.

If the final investigative report is acceptable to the CPUC a formal letter is issued approving the report as consistent with best industry investigation procedures and in furtherance of the public's interest in system safety and security. If it not acceptable, the CPUC shall identify within six months from the date of the submittal, the areas in the report requiring correction. If SDTI does not agree with the rejection, the CPUC shall either conduct its own investigation, or communicate its disagreement with the findings of the accident investigation to SDTI. The CPUC will then meet with SDTI in an effort to reach a mutually-agreed upon solution. If a mutually agreed upon solution is not reached, SDTI's report and the CPUC's statement of disagreement shall be filed with the CPUC.

No investigation report or recommendation of the CPUC or other investigation report of SDTI's that is filed with the CPUC shall be admissible as evidence in any action for damages based on or arising out of matters covered therein pursuant to Public Utilities Code Section 315.

Federal Railroad Administration Reporting

The Statement of Agency Policy, 49 CFR 42526 and 42529, dated July 10, 2000, requires that rail transit agencies report accidents that meet reporting thresholds that occur on shared- or joint-use heavy-rail segments be reported. These reports are submitted by the System Safety Manager.

Table 6: FRA Reporting Thresholds

Form 6180.56	Annual Report of Employee Hours Worked and Casualties By State <ul style="list-style-type: none"> Submitted every year with the December submission
Form 6180.55	Railroad Injury and Illness Summary <ul style="list-style-type: none"> Submitted each month even if there were no reportable accidents/incidents during the month
Form 6180.57	Highway-Rail Grade Crossing Accident/Incident Report <ul style="list-style-type: none"> Train accidents on crossings and corridors shared with heavy rail operations under the jurisdiction of the Federal Railroad Administration
Form 6180.55a	Railroad Injury and Illness Summary (continuation sheet) <ul style="list-style-type: none"> Completed for each injury reported on Form 6180.57
Form 6180.54	Rail Equipment Accident/Incident Report <ul style="list-style-type: none"> Should damage to MTS equipment, track, or other property exceed the FRA damage threshold, Form 6180.54 must also be submitted. The calculation of damage includes labor costs and all other costs to repair or replace in-kind, damaged on-track equipment, signals, track, track structures, or roadbed. Reportable damage does not include the cost of clearing a wreck; however, additional damage to the above-listed items caused while clearing the wreck is to be included in the damage estimate.

NOTE: All signed forms shall be emailed to RSISAIREPORTS@dot.gov

National Transit Database Reporting

The National Transit Database (NTD) records transit-related Safety and Security data and incidents that meet certain thresholds. These reports are submitted within 30 days by the System Safety Manager through the NTD reporting website based on the following criteria:

1. A personal injury that is not a serious injury;
2. One or more injuries requiring medical transportation away from the event; and
3. Damage to facilities, equipment, rolling stock or infrastructure that disrupts the operations of a rail transit agency.

Table 7: NTD Quick Reporting Reference Guide (CY 2019)

2019 NTD Safety & Security Quick Reference Guide – Rail Mode Reporting

<p>Reportable Event: A safety or security event occurring: on transit right-of-way or infrastructure, at a transit revenue facility, at a maintenance facility or rail yard, during a transit related maintenance activity, or involving a transit revenue vehicle. Excluded from this event reporting requirement are: events that occur off transit property where affected persons, vehicles, or objects come to rest on transit property after the event, OSHA events in administrative buildings, deaths that are a result of illness or other natural causes, other events including collisions that occur while travelling to or from a transit-related maintenance activity, collisions involving a supervisor car, or other transit service vehicle operating on public roads.</p> <p>Alaska (AR) and Commuter rail (CR) modes report only SECURITY events that meet a Major event threshold.</p>	
S&S-40 Major Event Report	S&S-50 Non-Major Monthly Summary
MAJOR THRESHOLDS	NON-MAJOR THRESHOLDS
<p>An event meeting the reportable event definition AND meeting <u>one or more</u> of the following reporting thresholds:</p> <ul style="list-style-type: none"> • A fatality confirmed within 30 days (including suicide) • An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events) • Serious injury (may not involve transport away from scene) • Substantial property damage (including towing any vehicle for disabling damage) • An evacuation for life safety or to the rail right-of-way • Run-away train • Rail transit vehicle collision occurring at a grade crossing • Rail transit vehicle collision with an individual • Collision with another rail vehicle (revenue or non-revenue) • A mainline or yard derailment of revenue or non-revenue vehicles <p>Reports are due within 30 days of the date of the event</p>	<p>Other Safety Incident injuries meeting the reportable event definition that is NOT a result of a collision, derailment, evacuation, security event, hazmat spill, or Act of God; and non-major fires.</p> <p>Number of Other Safety Incidents and related non-serious injuries:</p> <ul style="list-style-type: none"> • Single injury event requiring transported away from the scene for medical attention (do not report "minor" collisions on S&S-50) <p>Fires:</p> <ul style="list-style-type: none"> • Requiring suppression but does <u>not</u> meet a major incident reporting threshold (<i>injury, fatality, substantial property damage, evacuation</i>). <p>Reports due by the end of the following month (e.g., January data due by end of February)</p>
EVENT TYPES	EVENT TYPES
<ul style="list-style-type: none"> • Derailment (mainline or yard) • Collision (including suicide/attempted suicide involving transit vehicle) • Fire • Hazardous material spill (requires <i>specialized</i> clean-up) • Acts of God (nature) • System security: <ul style="list-style-type: none"> ○ Arson ○ Bomb threat/bombing ○ Burglary / Vandalism ○ Chemical/biological/radiological/nuclear release ○ Cyber security event ○ Hijacking ○ Sabotage ○ Suspicious package ○ Other security event (shots fired, projectiles, etc.) • Personal Security: <ul style="list-style-type: none"> ○ Assault ○ Homicide ○ Suicide or Attempted Suicide (no transit vehicle involved) ○ Robbery ○ Larceny/theft ○ Motor vehicle theft ○ Rape ○ Other personal security events (perpetrator tazing) • Other Safety Events (two injuries and/or another threshold) <ul style="list-style-type: none"> ○ Miscellaneous events that meet a threshold 	<p>Other Safety Incidents:</p> <p>Injury due to:</p> <ul style="list-style-type: none"> • Slip/Trip • Fall <ul style="list-style-type: none"> ○ Including person making contact with a <u>non-moving</u> transit vehicle • Injury to maintenance workers • Boarding/alighting • Electric shock/burns • Abrupt transit vehicle maneuvers • Mobility device (e.g. wheelchair) securement issues • Stairs/elevator/escalator injury <p>Fire:</p> <ul style="list-style-type: none"> • Requires suppression but no major threshold is met <ul style="list-style-type: none"> ○ Small fire on right-of-way ○ Small fire in a transit station

Reportable incidents include events that occur in transit centers or parking lots of transit centers. Incidents occurring in the maintenance department of a transit agency or related to maintenance activities are excluded from the reportable incident category, as are incidents involving an on-duty transit vehicle operator not engaged in directly performing his/her operator duties.

3.1.4 Infrastructure Maintenance and Inspection

3.1.4.1 Facilities and Equipment Inspections

The Facilities Department is responsible for the maintenance and cleaning of fixed facilities, including stations, parking areas, irrigation, weed control, and exterior cleaning of nonrevenue vehicles. Scheduled weekly maintenance includes maintenance of stations, facilities/buildings and grounds, as well as vehicle inspections. Bimonthly maintenance is performed on the LRV car wash and sludge/drain system, and stations and facilities maintenance are conducted annually and as needed. A Supervisor ensures that corrective actions are implemented and closed out in a timely manner and reviews inspection and trouble reports. On-site facilities are inspected monthly for unsafe and unhealthy conditions and are documented utilizing building inspection checklists. The results of these inspections are reported to the appropriate department so that the condition can be corrected and/or operational changes can be made.

3.1.4.2 Maintenance Inspection Program

Wayside Maintenance Department

Preventive maintenance is performed for both track and signals in accordance with FRA Regulations, Part 213 for Track, FRA Part 234 for Grade Crossing and FRA Part 236 for Signals. SDTI internal Standard Operating Procedures schedule maintenance for other equipment not covered by FRA rules, such as traction power substations, OCS, overpasses, bridges, and tunnels.

The inspection interval is time-based, and nonrevenue vehicles are scheduled by mileage. A list of Wayside scheduled maintenance programs designed to examine both the safety and efficiency of the operating equipment follows:

DAILY	WEEKLY
<ul style="list-style-type: none"> • Station lighting • Rights-of-way • Maintenance facilities • Non-revenue vehicles 	<ul style="list-style-type: none"> • Track (twice weekly) • Track bonds • Street switches • SDSU emergency lighting/walkway for tunnel • SDSU tunnel structure integrity (completed during track inspections)

MONTHLY	QUARTERLY
<ul style="list-style-type: none"> Substation batteries Switch inspections per FRA rules Gates and crossing protection equipment FRA inspections: 103, 104, 107 	<ul style="list-style-type: none"> SDSU wet standpipes (under maintenance contract with Simplex/Grinnell) Substations SDSU under car deluge test
ANNUALLY	5-YEAR
<ul style="list-style-type: none"> OCS, trees and shrubs for interference with overhead wires and pedestrian walkways, FRA inspections: 106, 108, 109 Preventive maintenance for portable equipment and rail-bound maintenance equipment, with recertification provided bi-annually provided under contract by ERICO. Emergency vent fans Sump pumps SDSU underground phones 	<ul style="list-style-type: none"> Overpasses, bridges and tunnels Annual bridge inspections beginning in 2012 under contract with J.L. Patterson

3.1.5 Vehicle Maintenance, Inspection, and Repair

3.1.5.1 LRV Scheduled Maintenance

Scheduled maintenance is performed periodically on the basis of time intervals, mileage intervals, and manufacturer's specifications. Each inspection targets a specific area along with a visual check of all subsystems to ensure nothing is overlooked. A list of LRV scheduled maintenance programs that are designed to examine both the safety and efficiency of the operating equipment follows:

U2	SD-100
<ul style="list-style-type: none"> Daily Inspection Daily Cleaning Procedures for LRVs 6 Month Inspection Annual Inspection 6 Month Oil Change 	<ul style="list-style-type: none"> Daily Inspection 7.5K Inspection 22K Inspection 1 Year Inspection
SD-7/SD-8/SD-9	PCC
<ul style="list-style-type: none"> Daily Inspection 7.5K Inspection 15K Inspection 30K Inspection 60K Inspection 	<ul style="list-style-type: none"> Daily Inspection 30 Day Inspection 6 Month Inspection 12 Month Inspection

3.2 MANAGEMENT OF CHANGE

3.2.1 Configuration Management

System modifications are carefully evaluated and considered from concept to design and implementation to determine how the change might affect the safety of the system. MTS, SDTI, and SANDAG staffs, as applicable, working under the direction of SDTI, evaluate the proposed modification for its potential to create additional hazards or to reduce the effectiveness of existing hazard controls. MTS, SDTI, and SANDAG staffs, as applicable, coordinate the integration of new equipment, system expansion, modification, and system rehabilitation from the design and procurement effort through construction, inspection, testing, and start-up. GO-164-E requires a Safety Certification Plan be developed and submitted to the CPUC for review and approval during the project preliminary design phase. The Safety Certification Plan purpose is to ensure extensions and the new capital and new capital projects are reviewed for compliance with safety requirements and to ensure the system satisfies operational readiness to enter revenue service.

3.2.1.1 Regional Project Implementation

Regional Projects are administered by SANDAG project implementation staff under the direction of SDTI, MTS, and SANDAG management. The SANDAG project implementation team develops contract documents (plans and specifications) and organizes review meetings with SDTI, SANDAG, consultants, and other agency staff, as needed. The project is constructed in accordance with the contract documents and contract change orders, and contract work built by the contractors is tested and inspected.

3.2.1.2 Change Control

The purpose of configuration management is to establish standard procedures and policy for the control of changes to transit systems and facilities. The configuration management process is applied to any changes or modifications to the system that may affect operational safety. The process is followed for creation of construction plans and specifications, specification and procurement of vehicles and components, and contract change orders. The SANDAG project engineer shall solicit input from SDTI staff during the scoping, design, and construction phases of a project. The SANDAG project engineer is responsible for carefully reviewing and coordinating SDTI input and shall evaluate all possible impacts to the system before recommending a project scope and design to the COO-Rail for approval.

Modifications to safety critical subsystems like tracks, structures, grade crossings, or vehicles must be designed by professional engineers and then managed by professional construction managers. Once construction is complete and safety certification is verified, revenue operation may start. Any changed conditions are recorded on as-built documents then addressed in operations and maintenance manuals, procedures, and by training.

The process establishes and documents the authority needed to make configuration changes, the process for incorporating these changes in all appropriate documentation, and the process for ensuring that all necessary business units are aware of such changes. A systematic and comprehensive review and approval process will occur before changes are made.

Configuration Management ensures that:

- The primary and secondary impacts of all system changes are adequately addressed during the scoping phase of a project or procurement
- A careful, systematic, and comprehensive review and approval occur during the design and construction phase of a project or procurement
- Revision records are maintained with the document
- Only the latest approved document is distributed
- The completed modifications are properly incorporated into the existing system

Thorough configuration records and controls are in effect to ensure that an audit trail exists, tracking the current facility or equipment configuration back to its inception, and that only the current approved set of documents is released for construction and operations. All completed documentation concerning changes or updates of as-built documents are maintained and/or filed at the SANDAG engineering offices, as applicable.

3.2.1.3 New Systems

SDTI staff will review project design documents (plans and specifications, failure and critical analysis reports), equipment submittals, test procedures and reports, operations and maintenance manuals, and other related documents as needed. An inspection of the finished system ensures compliance with all SDTI, manufacturer, federal, state, and local requirements.

3.2.2 Safety and Security Certification Process

The Safety Certification Program verifies that safety-related requirements are incorporated into rail transit projects. The goal is to verify that safety standards are met or exceeded in the design, construction, and start-up of these projects. SANDAG self-certifies regional SDTI rail transit projects, subject to the safety oversight of the CPUC. The CPUC requirements for safety certification are identified in General Order 164-E, which SDTI adheres to. The SANDAG Director of Engineering and Construction is responsible for overseeing the activities of the safety certification plan as applied to regional SDTI rail transit projects. A safety certification plan identifies all project elements considered safety-critical that must be verified prior to incorporation into the system.

3.2.2.1 Purpose of Safety and Security Certification

The purpose of the safety certification process is to:

- Identify the processes to verify and document that the design, construction, and installation of facilities, systems, and equipment are in compliance with design criteria, conformed contract specifications, and applicable safety and security requirements
- Hazards are identified, analyzed, and resolved
- Contractor training and operations and maintenance manuals are provided to SDTI staff
- Rules and procedures are written
- Operations personnel are trained in rules and procedures
- Emergency services personnel are trained on rail systems and facilities
- Emergency drills are conducted
- Safety and security documentation is properly maintained

3.2.2.2 Goals of Safety and Security Certification

The goals of the safety certification process are that:

- All SANDAG rail transit projects meet or exceed acceptable safety levels
- Verification of safety standards are documented
- A consistent manner to certify projects is established and followed

3.2.2.3 Objectives of Safety and Security Certification

Safety certification covers the design, construction, testing, training, and operational safety and security of the following:

- System Safety: Elimination, minimization, or control of potential hazards to patrons, the general public, employees, contractors, and property to the most practical level through effective use of available design, engineering, and/or procedural measures
- Fire/Life Safety: Elimination, minimization, or control of potential hazards to patrons, employees, emergency response personnel, property, and the general public caused by fire, smoke, explosion, or resulting panic to the most practical level through effective use of available design, engineering, and/or procedural measures
- Occupational Safety: Elimination, minimization, or control of potential hazards to employees, contractors, and emergency response personnel to the most practical level through effective use of available design, engineering, and/or procedural measures during revenue service
- System Security: Elimination, minimization, or control of potential security threats and vulnerabilities to patrons, the general public, contractors, and property to the most practical level through the effective use of available design, engineering, and/or procedural measures

3.2.2.4 Elements of Safety and Security Certification

Safety certification verifies that safety-critical subsystems, plans, procedures, and training programs are reviewed for compliance with safety requirements prior to the start of revenue service.

- The safety features required by the technical specifications are properly included in the finished product(s)
- Subsystems are tested and inspected to verify that the safety features perform as the design intended
- The hazard identification analysis and resolution process is performed
- Plans, procedures, and training programs are developed, reviewed, and implemented prior to the start of revenue service
- Responsible program participants verify that the above are completed to document a traceable history of the safety certification process
- Security certification coordination for maintenance elements and major capital projects is included in the safety certification process as it pertains to those facilities

3.2.2.5 Safety and Security Certification Process

As applicable, SANDAG is responsible for self-certifying and has overall responsibility for the safe and dependable design, construction, and pre-revenue operation of safety-critical projects. The following steps typically comprise the safety certification process:

- Step 1: Identify certifiable elements
- Step 2: Develop safety and security design criteria
- Step 3: Develop and complete design criteria conformance checklist
- Step 4: Perform construction specification conformance
- Step 5: Identify additional safety and security test requirements
- Step 6: Perform testing and validation in support of safety certification
- Step 7: Manage integrated tests for safety certification
- Step 8: Manage open items in the safety certification program
- Step 9: Verify operational readiness
- Step 10: Conduct final determination of project readiness and issue a Safety Certification Verification Report

If complications arise that render a safety-critical system element incomplete or temporarily unavailable, the deficiency can be mitigated by establishing operating restrictions, general notices or bulletins are issued to all affected departments. Compliance with the general notice or bulletin dealing with an exception is monitored constantly to ensure compliance.

3.2.2.6 Safety and Security Certification Verification Report

The final step of safety certification before a new project, modified system, equipment, or facility may enter revenue service is the preparation of the Safety Certification Verification Report (SCVR). The SCVR provides an executive summary of certifiable elements prior to revenue service. The SCVR includes

safety certification letters documenting signature sign-off by department heads and the COO-Rail. The SCVR provides documentation as follows:

- Design and construction reviews
- Certificates of safety compliance
- Testing
- Plans, rules, and procedures
- Emergency drills (if necessary)
- Maintenance training
- Operations training
- Operations and maintenance manuals
- Hazard identification and resolution
- Audits
- Security certification
- Exceptions list

The SCVR is transmitted by the CEO to the CPUC Rail Safety Division Director at least 15 days prior to revenue service requesting final authority to approve the project for revenue service. An approval letter from the CPUC is required prior to commencement of revenue service.

3.2.2.7 Roles and Responsibilities

SDTI Participation

SDTI and SANDAG, as applicable, are responsible for ensuring the design review process for new equipment, system expansion, and system modifications comply with the requirements specified under the Configuration Management Plan, and any hazards associated with system expansions or modifications are included in the hazard identification analysis and resolution process.

SDTI staff's participation in the project implementation phases of planning, design, construction, and start-up and testing is required to ensure the system is designed and constructed in compliance with the operational and maintenance needs.

Chief Executive Officer

The MTS CEO will provide input and direction during project implementation.

Chief Operating Officer-Rail

The SDTI COO-Rail will be a member of the Rail Activation Committee and may chair a pre-revenue operations subcommittee.

Superintendent of Transportation

The SDTI Superintendent of Transportation, under direction of the COO-Rail, will provide input on operating plans, train timetables, train-consist configurations,

fleet and equipment needs, operational characteristics, and other operational requirements.

Superintendent of Wayside Maintenance

The SDTI Superintendent of Wayside Maintenance, under direction of the COO-Rail, will provide input to the project team on wayside and system maintenance issues.

Superintendent of LRV Maintenance

The SDTI Superintendent of LRV Maintenance, under direction of the COO-Rail, will provide input to the project team on vehicle issues.

MTS Chief of Police

The MTS Chief of Police manages the MTS Transit Enforcement Department. The Chief of Police, with Transit Enforcement Department staff as needed, will coordinate closely and participate in the Safety and Security Review and Fire Life Safety and Security Committees with emphasis on operational and construction security issues.

System Safety Manager

The SDTI System Safety Manager coordinates closely with the COO-Rail and may chair the Safety and Security Review and Fire Life Safety and Security Committees, as appropriate.

Safety and Security Certification Committees

Multiple committees may be established in support of project certification programs, including the Safety & Security Review and the Fire Life Safety & Security Committees. Membership on these committees may change as the projects enter different phases.

Safety and Security Review Committee

The Safety and Security Review Committee (SSRC) is a multidisciplinary working group that serves as a high-level committee to address all safety and security issues for projects. This committee oversees the implementation of each project's Safety and Security Certification Plan.

Fire/Life Safety and Security Committee

The Fire/Life Safety and Security Committee (FLSSC) membership consists of SANDAG and MTS staff, along with representatives from fire, police, emergency services, and local building code agencies. The FLSSC is to review requirements that relate to fire life safety and obtain concurrence from local authorities having jurisdiction that the proposed designs meet code requirements. The FLSSC also reviews security requirements.

CPUC Participation

CPUC GO 164-E requires that the Safety Certification Plan be developed and submitted to the CPUC for review and approval during the preliminary design phase of safety critical projects. The CPUC formally approves the Safety Certification Plan prior to the project final engineering phase.

3.3 CONTINUOUS IMPROVEMENT

MTS is committed to evaluating the effectiveness of its procedures for operations and maintenance. Various methods are routinely used to perform this assessment including, but not limited to the following: internal safety reviews, employee performance observation reports, efficiency testing. Additionally, external safety reviews are periodically conducted by established federal, state and local oversight agencies.

3.3.1 Safety Assessment

3.3.1.1 Internal Safety Management Reviews

Annual internal safety audits are conducted by the System Safety Manager and agency staff (reviewers) to ensure that compliance is maintained and objectives are met. If the System Safety Manager is responsible for the audit checklist under review, agency staff independent of the safety function will complete the checklist. Additionally, reviewers must be independent from the first line of supervision responsible for the checklist under review. Internal safety audits required by the FTA Oversight Rule 49 CFR Part 674 for Fixed Guideway Systems are witnessed by a CPUC-designated representative. Should there be a disagreement on findings, the responsible party and reviewers will meet with the COO-Rail. If no resolution can be reached by the COO-Rail, then the internal auditor and CEO will review and issue a final determination. The System Safety Manager provides monthly progress reports to the CPUC-designated representative on the status of the open items/recommendations, as well as to the COO-Rail for review and comment on the status of recommendations and corrective actions.

Table 8: Process for Conducting Reviews

Task	Deadlines (no later than)
1 Ensure checklist reference sheets are up-to-date	Prior to next step
2 Notify reviewers and CPUC of audit checklists and audit dates via memo and meeting invitation	30 days prior to beginning of audit
3 Complete audit of checklists	December 31 of audit year

4	Review findings of each checklist reviewed with COO-Rail and responsible departments. Draft corrective action plan, if necessary.	January 31 of following year
5	Submit final internal safety audit including findings and corrective action plan, to CPUC	February 15 of following year

The CPUC also conducts periodic safety audits. Audits may include review of equipment, procedures and programs, inspection of documents and records relative to operations and maintenance, and tracking and resolving open defects during inspections.

Results from the annual internal safety audit are documented in a report submitted to the CPUC annually by February 15 as required by 49 CFR Part 674 and GO 164-E. This annual audit includes elements scheduled on a rotation to ensure that all twenty-one elements are completed during the three-year cycle. This schedule is included with the Internal Safety Audit Report.

The report summarizes the results of the internal safety audit. Any deficiencies or instances of noncompliance are brought to the attention of the responsible department by the System Safety Manager. During this discussion, a corrective action plan (CAP) is created and it is determined that any disagreement or discrepancy found is resolved. The correction action plan contains the identification of the required action needed to minimize, control, correct or eliminate the identified risk and hazard; the schedule for taking these actions and identifies responsible party. Documentation of corrective action progress and resolution is given to the System Safety Manager by each department for review and final closure. The System Safety Manager is responsible for tracking all corrective actions to completion and submits progress reports monthly to the CPUC.

3.3.1.2 External Safety Management Resources

A compliance safety management review is available when it is determined that verification of compliance to policies, plans, procedures, milestones, or other predetermined requirements need to be made. These compliance safety management reviews indicate whether requirements are met (yes or no) or partial compliance.

Peer reviews are a valuable resource to SDTI for assessing all aspects of transit operations and functions. Highly experienced rail transit personnel who are selected on the basis of their subject matter expertise conduct the peer reviews on-site. Through the benefits of on-site interviews of SDTI staff and review of relevant documents, the peer review panel concludes its review with a summary of observations and recommendations as needed.



DEPARTMENTS SUBJECT TO REVIEW

Task	Department
1 Policy Statement	Safety
2 Purpose, Goals, and Objectives	Safety
3 RTA Management Structure	Safety
4 Interdepartmental/Interagency Coordination	Safety
5 Plan Implementation, Plan Review, and Modification	Safety
6 Hazard Management Program	Safety
7 Safety Certification Process	SANDAG Project Management
8 Safety Data Acquisition	Safety
9 Incident Notification, Investigation, and Reporting	Safety
10 Emergency Management Program	Safety
11 Internal Safety and Security Audit Program	Safety
12 Rules Compliance	Transportation LRV Maintenance Wayside Maintenance Facilities
13 Facilities and Maintenance Inspections	Facilities LRV Maintenance Wayside Maintenance
14 Maintenance Audit and Inspection Program	Wayside Maintenance
15 Training and Certification Program	Transportation LRV Maintenance Wayside Maintenance Facilities
16 Configuration Management Process	SANDAG Project Management
17 Compliance with Local, State, and Federal Safety Requirements	Safety
18 Hazardous Materials Program	Safety
19 Drug and Alcohol Program	Human Resources
20 Procurement	SANDAG/MTS Procurement
21 <u>Security (five elements over three years)</u> <u>S-1: Identify Policies, Goals and Objectives</u> <u>S-2: Process for Management of Threat Vulnerabilities</u> <u>S-3: Identification Concepts for Passenger and Employee Security</u> <u>S-4: Process for Internal Security Audits</u> <u>S-5: Process for Generating Security Plans</u>	Security



Task	2020	2021	2022	2023
1 Policy Statement		2021		
2 Purpose, Goals, and Objectives		2021		
3 RTA Management Structure		2021		
4 Interdepartmental/Interagency Coordination	2020			2023
5 Plan Implementation, Plan Review, and Modification	2020			2023
6 Hazard Management Program	2020			2023
7 Safety Certification Process (SANDAG)			2022	
8 Safety Data Acquisition			2022	
9 Incident Notification, Investigation, and Reporting	2020			2023
10 Emergency Management Program	2020			2023
1 Internal Safety and Security Audit Program		2021		
1 Rules Compliance			2022	
2 Facilities and Maintenance Inspections		2021		
3 Maintenance Audit and Inspection Program		2021		
4 Training and Certification Program			2022	
5 Configuration Management Process (SANDAG)			2022	
6 Compliance with Local, State and Federal Safety Requirements		2021		
7 Hazardous Materials Program	2020			2023
8 Drug and Alcohol Program		2021		
9 Procurement (SANDAG)			2022	
10 Security (five elements over three years)	2020	2021	2022	2023
S-1: Identify Policies, Goals and Objectives	2020			2023
S-2: Process for Management of Threat Vulnerabilities	2020			2023
S-3: Identification Concepts for Passenger and Employee Security		2021		
S-4: Process for Internal Security Audits			2022	
S-5: Process for Generating Security Plans			2022	

ISA Master Schedule based on GO 164-E requirements effective May 3, 2007

3.3.1.3 External Safety Management

Compliance safety management review focuses on verification of compliance to policies, plans, procedures, milestones, or other predetermined requirements. These compliance safety management reviews indicate whether requirements are met (yes or no) or partial compliance.

Peer reviews are a valuable resource to SDTI for assessing all aspects of transit operations and functions. Highly experienced rail transit personnel who are selected on the basis of their subject matter expertise conduct the peer reviews on-site. Through the benefits of on-site interviews of SDTI staff and review of relevant documents, the peer review panel concludes its review with a summary of observations and recommendations.

3.3.1.4 Safety Culture Assessment

It is important for SDTI to continually assess its effectiveness on overall safety. Since safety culture is not “visible,” assessment is not simple. Types of assessment instruments may include the following:

- Surveys of employee attitudes, opinions, and perceptions
- Written questionnaires
- Face-to-face interviews
- Focus group interviews
- Ability of the organization to focus on long term performance
- How SDTI handles conflicts
- How SDTI views errors and mistakes
- Ability of the organization to focus on improving safety defenses instead of assigning blame
- SDTI’s proactive stance toward safety

4.0 SAFETY PROMOTION

Safety promotion has two subcomponents:

1. Safety Communication
2. Competencies and Training

Safety promotion provides increased safety awareness through safety training and communications. This process helps employees have the skills needed to perform their job safely and to have shared ownership of MTS's safety program. Management commitment is demonstrated through visibility of safety throughout MTS.

4.1 SAFETY COMMUNICATION

An effective SMS includes a positive safety culture where there is a two-way feedback loop between frontline employees and management about safety information. This communication fosters an environment where hazards and safety risks are routinely discussed and employees feel encouraged to report safety concerns. Management commitment is essential to ensure an effective SMS.

SDTI uses the intranet to communicate safety activities and events throughout the agency including updates to critical documents, such as the Public Transportation Agency Safety Plan. SDTI also uses bulletins communicating safety activities and events. These bulletins are placed on display boards throughout the SDTI workplace.

4.1.1 Workplace Safety Programs

4.1.1.1 Industrial /Occupational Safety Program

SDTI has developed and implemented an Injury and Illness Prevention Program (IIPP) to maintain a self and healthful workplace for employees. The IIPP Manual includes the following:

- Management Commitment/Assignment of Responsibilities
- Safety Communications
- Hazard Assessment and Control
- Accident Investigation
- Safety Planning, Rules, and Work Procedures
- Safety and Health Training

SDTI's IIP is designed to have input from employees and coordination with labor unions and their local representatives. Contractors are also required to conform to industrial and occupational safety program requirements.

4.1.1.2 Fitness for Duty Program

SDTI is committed to ensuring that employees and contractor personnel are fit for duty. Many factors can affect their overall fitness, including drugs and alcohol, fatigue, prescription drugs, and cognitive distractions.

4.1.1.3 Drug and Alcohol Program

MTS is committed to a drug- and alcohol-free workplace. All MTS employees are issued, and acknowledge receipt (signature to employee file in the Human Resources Department) of the MTS Drug and Alcohol Policy. All guidelines of this policy are prepared according to 49 CFR Parts 653, 654, and 655; Drug-Free Workplace Act, effective August 1, 2001. Policy application is monitored and recorded by the Human Resources Manager, including physical examinations and post-accident test results. Violation of the policy subjects the employee to immediate termination from SDTI.

4.1.1.4 Fatigue Program

Fatigue can contribute to hazardous operations. SDTI has implemented countermeasures to manage this risk potential. These measures include the following:

- Hours of service rules
- Medical evaluations for sleeping disorders
- Awareness training for employees and contractors

4.1.1.5 Medical Monitoring Program

MTS has medical standards that apply to safety sensitive positions which include pre-employment medical examinations and periodic examinations to identify any physical or mental deterioration of employees below thresholds established for safe performance of their duties.

4.1.1.6 Critical Incident Follow-up- Post Traumatic Stress

After significant incidents, such as major accidents, SDTI offers involved employees referral to the Employee Assistance Program (EAP).

After-action reports are prepared that include the following elements:

- Review interagency relationships to minimize interagency misunderstandings
- Ensure that a formal review of problems encountered is performed
- Learn from innovations developed during incidents
- Aid personnel in coping with the stresses of complex traumatic events

Transit personnel and emergency responders often face emotional trauma from serious incidents (post-traumatic stress disorder [PTSD]). SDTI provides access to health professionals to help counteract PTSD.

4.1.1.7 Cognitive Distraction and Attentional Error

Cognitive distraction refers to an employee or contractor taking his or her mind off the job. One major cause of cognitive distraction is the increased use of personal electronic devices, such as cell phones. SDTI has implemented a zero

tolerance for cell phone use while on the job except in designated areas on SDTI property (see section 4.2.5).

4.1.2 Procurement

SANDAG/MTS procurement staff is responsible for planning, solicitation, award, administration, and documentation of contracts. SANDAG/MTS uses procurement procedures that reflect applicable state and local laws and regulations and, when applicable, federal law. All procurements and contracts must be approved in accordance with SANDAG/MTS Board Policies and delegation of authority. All completed documentation is kept on-file at SANDAG/MTS offices concerning procurements and policies.

SANDAG/MTS engineering staff is responsible for ensuring the material supplied conforms to procurement specifications. Per policy and procedures set forth in the Configuration Management Plan product submittals, design drawings, and change orders must be reviewed and approved. Through the efforts of SANDAG/MTS construction management contractors, inspection and quality-assurance measures are implemented to ensure unacceptable material is rejected and discarded.

All employees, agents, and contractors who are permitted to work on SDTI property must adhere to the provisions required by the MTS Agency Safety Plan.

The Safety Data Sheet (SDS) Program has established specific procedures for the acquisition and dissemination of information regarding hazardous materials. All operations and maintenance departments must meet applicable state, federal, and local regulations for the proper labeling, storage, handling, and disposal of hazardous materials, including documentation and recordkeeping requirements.

SDTI Stores Department procedures regarding procurement include:

- Procurement process complies with established procedures for evaluating materials and products for use by SDTI
- Safety Data Sheet requirements are met and copies maintained for all materials and that the materials undergo an evaluation by the Industrial Hygiene and Environmental Safety Section prior to use
- Develop, maintain, and utilize a list of hazardous materials and equipment; enforce procurement restrictions and other procurement procedures
- Follow safety procedures related to hazardous substance acquisition, handling, labeling, storage, disposal, and recordkeeping

4.1.3 Hazardous Materials Program

Procedures are in place to control hazards associated with procurement, storage, transfer, use, and disposal of hazardous substances. These procedures also address recordkeeping and reporting requirements. Hazardous Material Plans are developed for each facility and comply with 40 CFR 372 and SARA Title III Section 313.

The Hazard Communication standards orientation includes training and/or information on:

- OSHA Hazard Communication Standards
- Material Safety Data Sheets (MSDS)
- Physical health effects of hazardous materials used at SDTI
- Steps that SDTI has applied to minimize exposure to these materials
- Methods to determine presence or release of hazardous chemicals
- Emergency procedures for exposure to hazardous chemicals

4.1.4 Public Safety Programs

SDTI provides ongoing passenger and public safety programs to rail transit patrons and the general public. This outreach affects all aspects of the agency. During rail extensions, SANDAG provides outreach during all phases of the project starting with design and culminating in revenue service operations. MTS outreach programs include rail operations and major rail rehabilitation projects.

4.2 COMPETENCIES AND TRAINING

There are many different kinds of training involved in safety promotion. They include the following:

- Training of the Board of Directors on its role in transit safety during regular scheduled Board of Directors meeting
- Training of all employees on their role and responsibilities as they relate to safety performance
- Development of safety competencies at the frontline employee level: formal training on the contents of an effective employee safety reporting system
- At safety management level, training should develop safety data management competencies, how to analyze safety data, extract information from safety data, and turn safety information into safety intelligence

MTS has a very progressive agency-wide training program. All new employees are given safety training, which includes an overview of SMS. Many of the MTS employees have taken safety courses (including SMS) from the FTA's Transportation Safety Institute (TSI). MTS has hosted many TSI classes to enable more MTS employees to attend. Several MTS employees are also TSI instructors.

Accidents, incidents, and near misses are used in training to educate personnel on how to prevent future occurrences.

4.2.1 Rules and Procedures Review

MTS identifies operating and maintenance procedures that affect safety. These operating and maintenance rules and procedures that affect safety are reviewed for their effectiveness, and MTS determines when they would require updates or revisions.

4.2.1.1 Rules and Instructions for Employees

Rules and Instructions for Employees establishes the rules of personal conduct, instructions in the safe operation of trains, signals and interlocking, special operations, electric power systems, and general communications. The Human Resources Manager issues the rulebook to all employees who certify by signed receipt that they have received a copy that they agree to comply with the provisions therein and understand that their failure to comply with such provisions may subject the employee to disciplinary action, up to and including discharge.

4.2.1.2 Standard Operating Procedures

Standard Operating Procedures (SOPs) are issued to employees in each department on an as-needed basis. SOPs cover specific guidelines and instructions on how to perform related duties with the intent to ensure operational and maintenance safety. Departments that are affected by the same procedures are identified on the SOP distribution list. The department heads are responsible for issuing and updating their department's SOPs and distributing to employees within their department.

4.2.1.3 Compliance with Operating and Maintenance Rules and Procedures

The System Safety Manager has the functional authority, under direction of the COO-Rail, to ensure that all employees comply with the ASP and that all operations and maintenance-related functions are performed with the intent to provide safety duties.

Line Supervisors conduct efficiency testing to document inspections of train operator performance. An efficiency test is an inspection of employee performance that is unobserved, unannounced, and unexpected by the train operator. An efficiency test is completed on each train operator every quarter. The efficiency testing program is administered by the System Safety Manager. The supervision and tracking of the efficiency testing program is carried out by Transportation Department training staff.

Line Supervisors also conduct work-site inspections to verify that the work sites and employees are in compliance with the Roadway Worker Protection Program. A representative sample is monitored and logged by the Central Control Supervisor or designee as well as reviewed when there is a derailment, collision, complaint against an operator, report of noncompliance with personal electronic device policy, security events, or to augment efficiency testing or any other event deemed necessary.

4.2.2 Training and Certification Programs

MTS provides agency-wide safety training programs to all employees. All new employees are given safety training, which includes an overview of Safety Management Systems. In addition, MTS sponsors ongoing Transportation Safety Institute (TSI) safety and security training courses to be held either on site in San

Diego or, alternatively, sponsors employees to take TSI training at other locations.

4.2.2.1 Transportation Department Training

The Training Supervisor is responsible for all aspects of training within the department and interdepartmental training for on-track and roadway worker operating qualifications. The Training Supervisor develops programs, conducts classroom/field training for many job classifications, and is responsible for instructional activities for Supervisors, Train Operators, Flagpersons, and LRV Maintenance and Maintenance-of-Way personnel.

The Training Supervisor is responsible for the development of training requirements, initial instruction of new employees, and follow-up training and recertification. The Training Supervisor maintains employee records relative to training sessions, safety-related and defensive operating programs, accident investigation, field exercises and public/customer relations as well as emergency procedures pertaining to a variety of scenarios.

The Transportation Standard Operating Procedures issued to employees include all departmental operating procedures (including safety and emergency procedures) as well as the Rules and Instructions for Employees Handbook. Train Operators and Supervisors (control, yard, and line) are required to demonstrate qualifications on these procedures during initial training. Additionally, training and recertification is required for each Train Operator and Supervisor biennially (after initial qualification) to ensure their current understanding of all safety-related matters and procedures. The System Safety Manager reviews the recertification programs to verify compliance with regulatory requirements.

Train Operators

The 440-hour initial training and biennial 24-hour recertification programs include classroom training, field exercises, and written and practical examinations pertaining to:

- Defensive driving/accident prevention
- Passenger sensitivity
- LRV troubleshooting techniques
- Emergency situation instruction
- Roadway worker safety

Supervisors

The 120-hour initial training and biennial 16-hour recertification programs include:

- Accident investigation
- Equipment operation and troubleshooting
- Emergency situations instruction
- Administrative policy
- Roadway worker safety

Controllers

The 320-hour Controller training and recertification programs include orientation with the Wayside Maintenance, Track, and Security, as well as:

- System failure recovery techniques
- Manual block operations and instructions
- Interdepartmental and interagency communications
- Risk management
- Accident investigation
- Equipment operation and troubleshooting
- Emergency situations instruction
- Administrative policy
- Roadway worker safety

4.2.2.2 Wayside Maintenance Department Training

New employees are instructed on company policies, safety rules, safety programs, and emergency procedures. Each maintainer is registered with the State of California to participate in a four-year Apprenticeship Program. Under this program, personnel must complete college-level training in electricity and electronics and participate in on-the-job and in-house training classes before becoming Journey person certified. New personnel with experience that demonstrate their knowledge of subject have the option of taking apprenticeship program (AP) examinations. If the new employee is successful in passing all required AP examinations, they qualify to be a Lineman.

Maintenance training is conducted continually. Track personnel participate in the "Track Training Program II" administered by the Railway Educational Bureau of Omaha, Nebraska and supported by SDTI. Qualification is required for main line operation of hi-rail track and rail-bound maintenance equipment. Qualification is required for main line operation of hi-rail track equipment with recertification provided biennially. Roadway Worker Protection Program qualification is required for Wayside Maintenance and Track Department employees with annual recertification.

Safety Meetings conducted by Supervisors cover a variety of subjects that relate to specific job duties such as:

- Hazardous material disposal
- State right-to-know laws
- Electrical safety
- Defensive driving

As part of their daily routine, Shift Supervisors will observe workers' actions to:

- Identify potential hazards and initiate corrective action
- Look for unsafe work habits or improper use of equipment
- Ensure that safety equipment is properly and appropriately used

4.2.2.3 LRV Maintenance Training

Each LRV Supervisor is responsible for providing employee orientation and training, and verifying performance of required safety program activities during their shift. In addition, each maintainer is registered with the State of California to

participate in a four-year Apprenticeship Program. Under this program, an employee must complete college-level training in electricity and electronics and go through on-the-job and in-house training classes before finally receiving certification as a Journeyperson by the State of California. All LRV Maintainers are certified on:

- Yard operation of LRVs (limited qualification)
- OSHA forklift operation
- Hazardous communication/blood-borne pathogens

Monthly safety meetings conducted by Shift Supervisors cover topics including:

- Hazardous materials disposal
- Electrical safety
- Shop power red tag/blue flag procedures
- Preventive maintenance for re-rail equipment
- Yard and shop safety
- Safe working habits, ergonomics, and PPE

4.2.2.4 Revenue Department Training

Safety is a vital element in the Revenue Department training program. Revenue Collector/Processors must be alert to the threat of armed robbery, and they are potentially subject to injuries from carrying and lifting heavy coin vaults. Job duties may require driving on congested highways, city streets, and pedestrian-active parking areas. Each employee is issued a company handbook that includes all safety instructions. New employees in the Revenue department are registered with the State of California to participate in a four-year Apprenticeship Program. Maintainers in the program must receive college-level training in electricity and electronics, participate in on-the-job and in-house training classes, and pass all requirements before obtaining Journeyperson certification. Individual and group safety meetings are held on a monthly basis within the Revenue Department.

4.2.2.5 Facilities Department Training

New employees are instructed on the Rules and Instructions for Employees Handbook, company policies, safety programs, Drug and Alcohol Policy, Hazard Communication Program, and emergency procedures. Roadway Worker Protection Program qualification is required for Wayside Maintenance and Track Department employees, with annual recertification.

Toolbox meetings conducted by Shift Supervisors cover topics including:

- State right-to-know laws
- Proper use and disposal of cleaning chemicals, pesticides, and other hazardous materials
- Forklift and man-lift operating safety
- Power tool safety
- Hazard communication

4.2.2.6 Board of Directors Safety Training

In accordance with FTA requirements, MTS has developed a safety presentation for the Board of Directors. This presentation explains the principles of Safety Management Systems and the role of the Board of Directors in the review and approval of the Public Transportation Agency Safety Plan.

4.2.2.7 Emergency Services Training

The purpose of this program is to familiarize San Diego-area emergency-response personnel and other organizations with the operating characteristics of the San Diego Trolley system and equipment.

Key training elements covered include but are not limited to:

- Brief Introduction to SDTI
- Roadway/Main Line and Yard Safety
- Traction Power
- Electrical Safety
- Communication with OCC or SDTI
- Railroad Response Protocol
- Cell phone usage on SDTI property
- Front Line Supervisor Identification
- Vehicle Familiarization
- Vehicle Access

The expectation of this exposure to SDTI's environment and procedures is to generate knowledge and awareness among personnel in emergency response agencies and to mitigate the risk of potential dangers to responding personnel, SDTI employees, and its patrons.

4.2.3 Roadway Worker Protection

It is SDTI's mission to provide safe, reliable, and courteous service. The Safety Department is responsible for compliance with federal, state, and local regulatory requirements.

4.2.3.1 Roadway Worker Protection Plan

A roadway worker is any person who is fouling or has the potential to foul the track, including an employee of a railroad or a contractor to a railroad whose duties include inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities, or roadway machinery on or near track or with the potential of fouling a track.

Employees, contractors and other non-railroad employees who perform work fouling any track or occupying the right-of-way must attend roadway worker safety training and maintain a copy of the Roadway Worker Protection Plan at the work site. It is the responsibility of SDTI to:

- Properly train every roadway worker.
- Guarantee each employee the right to challenge, in good faith, whether the on-track safety procedures to be applied at a work site comply with the Roadway Worker Protection Plan and SDTI Rules and Instructions for Employees.
- Follow proper procedures to resolve challenges promptly and equitably.

4.2.3.2 Roadway Worker Safety Program Management

Under the direction of the Superintendent of Transportation, the development, revision, and scheduling of initial roadway worker training and recertification will be the responsibility of the Transportation Department Training Supervisor and are conducted in compliance with Section 1.3 of the SDTI Rules and Instructions for Employees and the Roadway Worker Protection Plan. All classroom training modules will be conducted by the Transportation Department Training Supervisor or their designee. Program outline and individual modules will include the date of last revision.

4.2.3.3 Roadway Worker Safety Training

Recertification is conducted annually for all roadway workers and biennially for employees who may interface with roadway workers, including train operators, controllers, and supervisors. This training covers, but is not limited to:

- Identification of the right-of-way and the limits in which roadway worker protection (RWP) is required
- Recognition of railroad tracks and understanding of the space surrounding them
- Hazards associated with working on or near railroad tracks, including review of on-track safety rules and procedures
- Hazard/near-miss program and reporting procedures
- Understanding of hazards through a representative field setting
- The functions and responsibilities of various persons involved with on-track safety procedures
- Proper compliance with on-track safety instructions given by person responsible for on-track safety
- Train approach warning signals given by watchperson/lookout and the proper procedures upon receiving a train approach warning

The safety card issued by SDTI upon completion of roadway worker safety training must be carried at all times while on SDTI property or railroad right-of-way. Additionally, numbered RWP stickers issued by SDTI to contractor employees upon completion of roadway worker safety training must be visible on each roadway worker's hard hat while on SDTI property or railroad right-of-way. Roadway worker training records are maintained for a minimum of three years within employee's department or with the contracted third-party training provider in the case of contractors.

Federal and state government agencies are involved with the safe design, construction, maintenance, and operation of the SDTI system. The System

Safety Manager, under the direction of the COO-Rail, is the primary contact person for all matters concerning safety at SDTI.

4.2.4 Contractor Safety Program

SANDAG contracts work for regional rail construction and capital improvement projects. The contractor personnel are not directly under the jurisdiction of SDTI but follow the requirements specified in SANDAG bid documents as to the roles and responsibilities of contractors. A SANDAG project engineer is responsible for providing scope of work orientation to the contractor in prebid meetings. All contractor personnel are instructed on the Roadway Worker Protection Program, which identifies responsibilities and restrictions on or near the right-of-way. Contractor training records are maintained by the MTS Right-of-Way Engineer. Contractor personnel are not allowed to enter the right-of-way until a right-of-entry permit is submitted to the Superintendent of Transportation for notice of intent to enter the right-of-way, location of work, equipment used on right-of-way, and nature of work. The Superintendent of Transportation reviews and approves all requests. SANDAG must coordinate any contractor work performed on the right-of-way that may impact revenue operations with MTS.

4.2.5 Personal Electronic Device Use

SDTI maintains a zero-tolerance policy, which prohibits the use of personal electronic devices (PEDs). This policy is in accordance with the requirements of CPUC General Order 172, Section 5. The policy mitigates the use of PEDs by employees and contractor personnel responsible for operating or controlling revenue and nonrevenue vehicles or performing work on or near the SDTI right-of-way.

SDTI Rule 1.4.9 (Restrictions on Use of Personal Cell Phones) and Standard Operating Procedure 101.27 (Use of Personal Electronic Devices While On-Duty) provides instructions and outlines policy regarding the use of PEDs. One incident of noncompliance with the established rules and procedures will result in employee termination.

SDTI uses a video-based monitoring system in the operating cabs and other areas of each LRV. This system supplements the random monitoring and enforcement of its operating rules, policies, and procedures, including those that govern the use of electronic devices in compliance with General Order 172. A representative sample is monitored and logged by Central Control Supervisor or designee as well as reviewed when there is a derailment, collision, complaint against the operator, a report of noncompliance with personal electronic device policy, security events, to augment efficiency testing, or any other event deemed necessary. The video-based enforcement and monitoring log will be maintained for a period of three (3) years.

5.0 ABBREVIATIONS AND DEFINITIONS

ACCEPTABLE RISK	A determination made that the probability of an incident or scenario occurring is unlikely and the severity of its consequence is negligible.
ACCIDENT	Any event involving the operation or maintenance of the SDTI system which results in: (1) a loss of life; (2) a report of a serious injury to a person; (3) a collision of public transportation vehicles; (4) a runaway train; (5) an evacuation for life safety reasons; (6) any derailment of a rail transit vehicle at any location, at any time, whatever the cause.
ACCOUNTABLE EXECUTIVE	Single, identifiable person who has the ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control and direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329 (d) and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
CHIEF SAFETY OFFICER	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.
CONTRACTOR	An entity that performs tasks required by this part on behalf of the oversight or rail transit agency.
CORRECTIVE ACTION PLAN	A plan developed by the rail transit agency that describes the actions the rail transit agency will take to minimize, control, correct, and/or eliminate hazards. Further, it includes the schedule for implementing for those actions.
EVENT	Any accident, incident or occurrence.
FTA	Federal Transit Administration, an operating administration within the United States Department of Transportation.
HAZARD	Any real or potential condition that can cause injury, illness or death; damage to or loss of the facilities, equipment, rolling stock or infrastructure of a public transportation system; or damage to the environment.
HIGHWAY RAIL GRADE CROSSING	(1) a location where a public highway, road, or street, or a private roadway, including associated sidewalks, crosses one or more railroad tracks at grade; or (2) a

location where a pathway is dedicated for the use of non-vehicular traffic, including pedestrians, bicyclists, and others, that is not associated with a public highway, road, or street, or a private roadway, crosses one or more railroad tracks at grade.

HIGHWAY USER

Automobiles, buses, trucks, motorcycles, bicycles, farm vehicles, pedestrians, or any other mode of surface transportation motorized and un-motorized.

INCIDENT

An event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency

INDIVIDUAL

A passenger, employee, contractor, other rail transit facility worker, pedestrian, trespasser, or any other person on RTA property.

INVESTIGATION

The process of determining the causal and contributing factors of an accident, incident or hazard, for the purpose of preventing recurrence and mitigating risk.

LIGHT RAIL VEHICLE (LRV)

The rail transit agency's rolling stock, including, but not limited to passenger and maintenance vehicles.

NATIONAL PUBLIC TRANSPORTATION SAFETY PLAN

The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

OCCURRENCE

An event without any personal injury in which any damage to facilities, equipment, rolling stock or infrastructure does not disrupt the operations of a transit agency.

OVERSIGHT AGENCY

The entity, other than the rail transit agency, designated by the state or several states to implement this part.

PASSENGER

A person who is onboard or in the process of boarding or alighting from a rail transit vehicle.

PERFORMANCE MEASURE

An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

PERFORMANCE TARGET

Quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.



PROGRAM STANDARD	A written document developed and adopted by the oversight agency, that describes the policies, objectives, responsibilities, and procedures used to provide rail transit agency safety and security oversight.
PROPERTY	Property that is used by SDTI and may be owned, leased, or maintained by SDTI.
PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (ASP)	Documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and 49 CFR 673.
RAIL FIXED GUIDEWAY SYSTEM	As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined plane, funicular, trolley, or automated guideway that: (1) Is not regulated by the FRA (2) Is included in FTA's calculation of fixed guideway route miles or receives funding under FTA's formula program for urbanized areas (49 U.S.C. 5336); or (3) Has submitted documentation to FTA indicating its intent to be included in FTA's calculation of fixed guideway route miles to receive funding under FTA's formula program for urbanized areas (49 U.S.C. 5336).
RAIL TRANSIT AGENCY (RTA) RISK	An entity that operates a rail fixed guideway system. Composite of predicted severity and likelihood of the potential effect of a hazard.
RISK MITIGATION	A method or methods to eliminate or reduce the effects of hazards.
SAFETY ASSURANCE	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
SAFETY MANAGEMENT POLICY	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
SAFETY MANAGEMENT SYSTEM (SMS)	Formal, top-down organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies for managing risks and hazards.
SAFETY MANAGEMENT SYSTEM EXECUTIVE	Chief Safety Officer or equivalent.



SAFETY PERFORMANCE TARGET	A performance target related to safety management activities.
SAFETY PROMOTION	Combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
SAFETY RISK ASSESSMENT	Formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
SAFETY RISK MANAGEMENT	Process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing and mitigating safety risk.
SANDAG	San Diego Association of Governments.
SERIOUS INJURY	Any injury which (1) requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or noses); (3) causes a severe hemorrhage, nerve, muscle or tendon damage; involves an internal organ; or (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
STATE	A state of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
STATE OF GOOD REPAIR	Condition in which a capital asset is able to operate at a full level of performance.
STATE SAFETY OVERSIGHT AGENCY	An agency established by a state that meets the requirements and performs the functions specified by 49 U.S.C. 5329 (e) and the regulations set forth in 49 CFR part 674.
TRANSIT AGENCY	Operator of a public transportation system.
TRANSIT ASSET MANAGEMENT PLAN	Strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation as required by 49 U.S.C. 5326 and 49 CFR part 625.
UNACCEPTABLE RISK	A determination made that a condition or hazard that will inevitably promote accidents continuously or frequently with critical or catastrophic effects.



6.0 REVISION TABLE

Revision No.	Issue Date
0	January 2020

7.0 REGULATORY REFERENCE DOCUMENTS

Document Reference Number	Title
49 CFR 42526 and 42529	Statement of Agency Policy Requires That Rail Transit Agencies Report Accidents Which Meet Reporting Thresholds That Occur On Shared- Or Joint-Use Heavy Rail Segments Be Reported
49 USC 5329 (b)	Reports of Accidents on Railroads
49 CFR 670	National Public Transportation Safety Plan
49 CFR Part 672	Public Transportation Safety Certification Training Program
49 CFR Part 673	Public Transportation Agency Safety Plan
49 CFR Part 674	State Safety Oversight Program
General Order 22-B	Regulations Governing Reports of Accidents on Railroads
General Order 26-D	Clearances On Railroads And Street Railroads With Reference To Side And Overhead Structures, Parallel Tracks, Crossings Of Public Roads, Highways, and Streets
General Order 33-B	Construction, Reconstruction, Maintenance and Operation of Interlocking Plants at Crossings, Junctions, Drawbridges, in Yards and at Sidings of Railroads and Street Railroads
General Order 72-B	Construction and Maintenance of Crossings at Grade of Railroads with Public Streets, Roads and Highways
General Order 75-D	Standards for Warning Devices for At-Grade Highway-Rail Crossings
General Order 88-B	Rules for Altering Public Highway-Rail Crossings
General Order 95	Overhead electric line construction
General Order 108	Filing of Railroad Operating Department Rules
General Order 110	Radio Communications in Railroad Operations
General Order 118-A	Construction, Reconstruction and Maintenance of Walkways and Control, of Vegetation Adjacent to Railroad Tracks
General Order 127	Maintenance and Operation of Automatic Train Control Systems-Rapid Transit Systems
General Order 128	Construction or Underground Electric Supply and Communication Systems
General Order 135	Occupancy of Public Grade Crossings by Railroads
General Order 143-B	Design, Construction and Operation of Light Rail Transit systems
General Order 161	Transportation of Hazardous Materials by Rail
General Order 164-E	State Safety Oversight of Rail Fixed Guideway Systems
General Order 172	Use Of Personal Electronic Devices By Employees Of Rail Transit Agencies And Rail Fixed Guideway Systems
General Order 175-A	Roadway Worker Protection Provided by Rail Transit Agencies and Rail Fixed Guideway Systems



Metropolitan Transit System

Bus Safety Plan

San Diego Transit Corp

(Public Transportation Agency Plan pursuant to 49 CFR 673)





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Appendices

Bus Safety Plans – Contract Operators

A – Transdev Bus Safety Plan (ECBMF and SBMF)

B – First Transit Safety Plan (CPMF)

**Acronyms**

ADA	Americans with Disabilities Act
Caltrans	California Department of Transportation
CBA	Collective Bargaining Agreements
CEO	Chief Executive Officer
CHP	California Highway Patrol
COO	Chief Operating Officer
CSO	Chief Safety Officer
EH&S	Environmental Health and Safety
EPN	Employer Pull Notice
KPI	Key Performance Indicators
NTD	National Transit Database
OEM	Original Equipment Manufacturer
PIP	Performance Incentive Program
PPE	Personal Protective Equipment
PUC	Public Utilities Commission
SANDAG	San Diego Association of Governments
SOS	Service Operations Supervisor
SPT	Safety Performance Targets
SRC	Safety Review Committee

1 Bus Agency Safety Plan Overview

1.1 Agency Information

The purpose of this Bus Agency Safety Plan discusses how safety is managed for San Diego Metropolitan Transit System (MTS) directly operated fixed route bus transportation services. The Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

MTS is a California transit district that operates multiple modes of transit: light rail transit (Rail) and fixed route/ADA complementary paratransit bus operations (Transit). The agency has three major divisions: Administration, Rail and Transit¹. The MTS Chief Executive Officer (CEO) is responsible for managing all aspects of the agency, with direction from the Board of Directors. Because of the distinct differences in operations, MTS has prepared a Safety Plan for each individual division: Rail and Transit. This is MTS's Bus Agency Safety Plan (Table 1).

Table 1: Agency Information

Agency Information	
Transit Agency Name	MTS
Transit Agency Address	1255 Imperial Ave Suite 1000, San Diego, CA 92101
Name and Title of Accountable Executive	Sharon Cooney, Chief Executive Officer (CEO)
Name of Chief Safety Officer (CSO) or Safety Management System (SMS) Executive	Jared Garcia, Manager of Safety
Modes of Service Covered By This Plan	Directly Operated Fixed Route Bus
List Of All Funding Types:	5307, 5337, 5339
Mode(s) of Service Provided by the Transit Agency (Directly Operated or Contracted Service)	Directly Operated Light Rail, Directly Operated Fixed Route Bus, Contracted Fixed Route Bus, Contracted Commuter

¹ Historically, the Bus division was run by a separate entity, San Diego Transit Corporation (SDTC). SDTC is a wholly-owned subsidiary of MTS. While some operations continue under the SDTC entity (e.g. legacy property ownership or agreements), in practical terms it is operated as the Bus division of MTS.

	Bus, Contracted Paratransit, Contracted Paratransit Taxi
Does the agency provide transit services on behalf of another transit agency or entity?	No
Description of Arrangement(s)	N/A

MTS operates in southern San Diego County with a fleet of approximately 800 buses. MTS operates Rapid Express, Rapid, Express, Urban Frequent, Urban Standard, Community Circulator, Rural and ADA complementary paratransit. Service is directly operated by SDTC and operated by private contractors, First Transit and Transdev (Table 2).

Table 2: Services Operated

Service Types Operated By Each Entity			
Service Type	MTS/SDTC	First Transit	Transdev
Fixed Route	X		X
Commuter			X
Rural			X
Fixed Route Mini		X	
Paratransit		X	

MTS Bus operates over a 716 square-mile service area, with a combined population of more than two million people within the cities of San Diego, Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, National City, Lemon Grove, Poway and Santee, as well as the County of San Diego. Service is provided seven days a week on most routes. Routes serve approximately 4,200 bus stops.

MTS Bus has five bus fleet operating divisions, all of which include operations, maintenance and fueling functions: Imperial Avenue Division (IAD); Kearny Mesa Division (KMD); South Bay Bus Maintenance Facility (SBMF); East County Bus Maintenance Facility (ECBMF); and Copley Park Maintenance Facility (CPMF). IAD and KMD are operated by SDTC. SBFM and ECBMF are operated by private contractor Transdev. CPMF is operated by private contractor First Transit.

Service began in 1886 as the San Diego Streetcar Company. Over the years, this and several other entities were merged into the San Diego Electric Railway (later, the San Diego Transit Corporation (SDTC)). The City of San Diego purchased SDTC from private ownership in 1967, and transferred it to the Metropolitan Transit Development Board (MTDB) in 1985. In 2002, Senate Bill 1703 merged MTDB's planning, financial programming, project development and construction functions into the region's metropolitan planning organization, the San Diego Association of Governments (SANDAG). In 2005, MTDB changed its name to the San Diego Metropolitan Transit System (MTS). The MTS Board of Directors is composed of






members representing the cities of San Diego, Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, National City, Lemon Grove, Poway and Santee, and the County of San Diego.

1.2 Bus Agency Safety Plan Approvals

The Bus Agency Safety Plan has been approved by the Accountable Executive and the MTS Board of Directors (Table 3).

Table 3: Bus Agency Safety Plan Approvals

Bus Agency Safety Plan Approvals		
Name of Entity That Drafted This Plan	San Diego Metropolitan Transit System	
Accountable Executive Signature	Signature of Accountable Executive	Date of Signature
		7/30/20
Approval by the MTS Board of Directors	Signature of Chairperson of the MTS Board of Directors	Date of Approval
		7/30/20
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
		7/30/20

1.3 Annual Review, Update, and Safety Performance Assessment

1.3.1 Annual Review of the Bus Agency Safety Plan

This plan will be reviewed and updated annually during the month of January by the Chief Safety Officer. Proposed changes are reviewed with the Accountable Executive, Executive Management and Key Staff. The Accountable Executive will review and approve any changes, sign the updated plan, and then forward the plan to the Board of Directors for final review and approval. Updates to this plan may be made when there are:

- Changes to: safety performance targets, safety management policy, safety risk management, safety assurance, and safety promotion;
- Changes to: the Accountable Executive, COO, or CSO;
- Significant changes to service delivery;
- Significant changes to the organizational structure;
- New process/procedures are introduced that impact safety;
- Changes to available resources or priorities that support SMS; and
- Changes required by the Federal Transit Administration (FTA), California Public Utilities Commission (CPUC), California Department of Transportation (Caltrans), San Diego Association of Governments (SANDAG), etc. or other similar oversight agency.

1.3.2 Annual Safety Performance Assessment

MTS conducts an annual safety performance assessment in conjunction with the annual review. This assessment includes a review of the prior year's performance involving the Safety Performance Targets, Key Performance Indicators and applicable Performance Incentive Program (PIP) goals. The assessment may also include reviewing identified safety deficiencies, or other areas involving safety performance.

Updates made to the Bus Agency Safety Plan will be documented (Table 4).

Table 4: Version Number and Update History of Transit Safety Plan

Version Number and Update History of Bus Agency Safety Plan			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1.0	All	N/A	TBD

1.4 Documentation and Recordkeeping

This Bus Agency Safety Plan and documents related to this plan will be maintained for three (3) years after date of creation and be made available upon request by the FTA or other applicable agency having jurisdiction.

2 Safety Performance Targets

2.1 Safety Performance Targets

As required by 49 CFR 673.11(a) (3), this Bus Agency Safety Plan must include performance targets associated with revenue service that are based on the safety performance measures established under the National Public Transportation Safety Plan.

MTS may adjust performance targets over time, as data is collected and as SMS implementation matures. MTS performance targets for fatalities have been chosen to represent an aspirational goal (Table 5). MTS performance targets for injuries, safety events and system reliability have been chosen to represent improvement over the current baseline safety performance levels (used previous two calendar years, CY-18, CY-19) (Table 5). The safety performance targets are evaluated for each calendar year (January 1 – December 31).

Table 5: Safety Performance Targets

Bus Safety Performance Targets (Evaluated Per Calendar Year)							
Mode of Transit Service	Fatalities (Total)	Fatalities (Rate) Per 100K	Injuries (Total)	Injuries (Rate) Per 100K	Safety Events (Total)	Safety Events (Rate) Per 100K	System Reliability (Rate) Failures/Rev Miles
Fixed Route Directly Operated	0	0	64	0.65	65	0.66	4,700
Fixed Route Contracted	0	0	68	0.65	69	0.66	6,000
Fixed Route Mini Bus Contracted	0	0	4	0.34	4	0.34	7,500
Paratransit Contracted	0	0	4	0.09	5	0.11	32,000
Total	0	0	133	0.51	143	0.55	6,600

2.2 Safety Performance Target Definitions

Definitions are based on the 2020 NTD Safety and Security Policy Manual.

Fatality – Death confirmed within 30 days of the event (including suicides). Fatalities that occur because of illnesses or other natural causes (including individuals who are found deceased) are not reportable.

Injury - Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. MTS reports each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Safety Events – Collisions that meet NTD thresholds for injuries, fatalities, property damage, or evacuation; vehicle towed from the scene involving a transit revenue vehicle; fires; hazardous materials spills, acts of God; evacuations for life safety reasons; other safety events listed in NTD policy manual.

System Reliability - mean distance between major mechanical failures, is measured as revenue miles operated divided by the number of major mechanical failures.

2.3 Safety Performance Target Coordination

Safety Performance Targets are made available to state of California including the Public Utilities Commission (CPUC), Caltrans, and the San Diego Association of Governments (SANDAG), MTS's Metropolitan Planning Organization (MPO), to aid in the planning process. Coordination with these agencies, in the selection of safety performance targets is accomplished to the maximum extent practicable. MTS officially transmits its targets in writing to the State and MPO following the annual review and certification. This transmission will take place in February of each year.

Targets Transmitted to the State ²	State Entity Name	Date Transmitted
	California Public Utilities Commission (CPUC)	See Footnote 2
	California Department of Transportation (Caltrans)	See Footnote 2
Targets Transmitted to the MPO	MPO Name	Date Transmitted
	San Diego Association of Governments (SANDAG)	7/7/2020

3 Safety Management Policy

3.1 Safety Management Policy Statement

The Safety Management Policy Statement, signed by the Accountable Executive and approved by the MTS Board of Directors, establishes the agency's safety objectives, and documents the organizational authorities, accountabilities and responsibilities (Figure 1).

² Although MTS has offered to share Bus Safety Performance Targets with CPUC and Caltrans, both have stated it is not necessary to send Bus Safety Performance Targets for their review. As required per 49 CFR 673.15, MTS will coordinate and share Bus Safety Performance Targets with state entities to the maximum extent practicable.

Figure 1: Safety Management Policy Statement

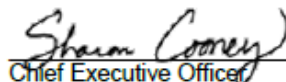
San Diego Metropolitan Transit System Safety Management Policy Statement

The San Diego Metropolitan Transit System (MTS) has established this Safety Management System Policy Statement to emphasize its overall commitment to the safety of our passengers, our operators, our staff and the general public. This Safety Management System Policy Statement provides direction for MTS's safety program, which applies to every facet of MTS operations.

The management of safety is MTS's highest priority. MTS is committed to safety throughout the entire organization, from the Board of Directors to the front line employees.

MTS will ensure that all transit service delivery activities take place under a balanced allocation of organizational resources to achieve the highest level of safety performance and meeting established standards. MTS is committed to developing, implementing, maintaining, and constantly improving our processes. As evidence of our commitment to safety, every MTS policy shall be guided by and every employee shall perform their duties in furtherance of the following safety goals:

- Supporting safety through the provision of appropriate resources that fosters a safety culture;
- Integrating the management of safety among the primary responsibilities of all managers and employees;
- Clearly defining managers and employees' responsibilities in relation to the performance of our safety management system;
- Conducting hazard identification and evaluating safety risks, which includes an employee safety reporting program, in order to eliminate or mitigate safety risks;
- Ensuring that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- Complying with, and wherever possible exceeding, legislative and regulatory requirements and standards;
- Ensuring that sufficiently skilled and trained employees are available to implement safety management processes;
- Ensuring that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are assigned only tasks for which they are adequately trained;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance by ensuring appropriate safety management action is taken and is effective; and
- Ensuring externally supplied systems and services that support our operations are delivered to meet our safety performance standards.



Chief Executive Officer
San Diego Metropolitan Transit System

July 30, 2020
Date



Chair of Board of Directors
San Diego Metropolitan Transit System

July 30, 2020
Date

3.2 Goals

MTS Transit Services is committed to providing the safest transportation possible for our employees, customers, the citizens of San Diego, and the communities we serve. We will:

- Provide and maintain a safe and healthy working environment
- Provide a safe and courteous transit system
- Follow best practices that will safeguard employees, customers, and persons interacting with transit property and equipment

Accidents are the result of unsafe acts committed by people and the existence of hazards or unsafe conditions, both of which are controllable and must be prevented to the maximum extent practicable in order to achieve MTS' commitment.

Our Safety Policy and our commitment to safety are at all times guided by the following principles:

- Safety is the responsibility of each and every employee
- Management has the responsibility to train all employees to work safely and to assure all employees work in a safe manner
- Preventing accidents, injuries, and incidents is good business
- Operating risks, hazards, and exposures can be safeguarded with active and effective safety practices
- Injuries and occupational illnesses can be prevented

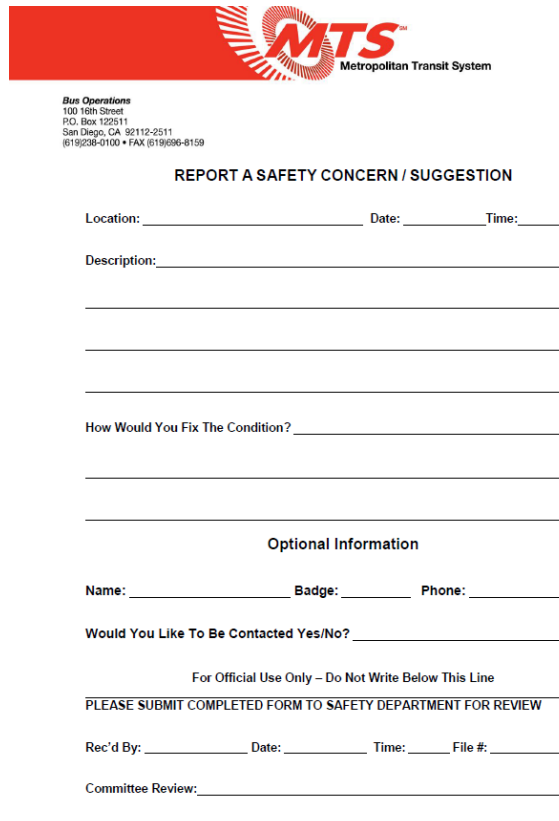
3.3 Employee Reporting Program

Employees and contractors are empowered to report safety hazards, unsafe conditions, and near misses to management. No action will be taken against an employee through the reporting program as long as the report or act was not illegal, negligent, willful, or a violation of company policy/procedure. Employees have multiple means of communicating their concerns which include:

- Verbally to their direct supervisor or other member of management;
- By use of phone/radio;
- Through their union representative;
- Completing an anonymous online form via the intranet (Figure 2); and
- Through the Employee Safety Committee.

Hazards that cannot be adequately mitigated at the time of reporting are reported to the CSO and entered into a software database (Industry Safe or equivalent) for further assessment and mitigation (see Safety Risk Management).

Figure 2: Sample Online Reporting Form



MTS
Metropolitan Transit System

Bus Operations
100 16th Street
P.O. Box 122511
San Diego, CA 92112-2511
(619)238-0100 • FAX (619)696-6159

REPORT A SAFETY CONCERN / SUGGESTION

Location: _____ Date: _____ Time: _____

Description: _____

How Would You Fix The Condition? _____

Optional Information

Name: _____ Badge: _____ Phone: _____

Would You Like To Be Contacted Yes/No? _____

For Official Use Only – Do Not Write Below This Line

PLEASE SUBMIT COMPLETED FORM TO SAFETY DEPARTMENT FOR REVIEW

Rec'd By: _____ Date: _____ Time: _____ File #: _____

Committee Review: _____

3.4 Safety Management Policy Communication

The Safety Management Policy Statement is communicated to all employees and contractors throughout the organization including: employees, managers, executives and the Board of Directors. This policy is communicated through:

- Employee Handbooks;
- Bulletin Boards;
- Newsletters; and
- Company Intranet.

3.5 Authorities, Accountabilities, and Responsibilities

3.5.1 Board of Directors

The Board of Directors (Board) is responsible for setting policy for MTS, including Transit Services. The Board is required to approve the ASP initial document and all updates. At its regular meetings, the Board receives periodic safety briefings from Bus Operations. The Board has delegated agency management to the CEO, subject to various adopted Board policies and legal requirements.

3.5.2 Accountable Executive

The Board of Directors has designated the CEO as the Accountable Executive for the Agency. The Accountable Executive has ultimate responsibility for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout the Agency. These responsibilities include:

- Establishing, implementing, and promoting the Safety Policy Statement;
- Authority over financial and human resources;
- Authority over all activities and operations;
- Authority over final risk assessment ranking;
- Authority over final mitigation(s) of hazards/unsafe conditions;
- Briefing the Board of Directors; and
- Responsibility for carrying out the Transit Asset Management (TAM) Plan.

The CEO has delegated the authority and the day-to-day responsibilities of the agency safety plan for Transit Services to the Chief Operating Officer (COO) of Transit Services.

3.5.3 Chief Operating Officer (COO)

The COO reports directly to the CEO and is responsible for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout Transit Services. These responsibilities include:

- Implementing, and promoting the Safety Policy Statement;
- Authority over financial and human resources within Transit Services;
- Authority over all activities and operations within Transit Services;
- Authority over the risk assessment ranking within Transit Services;
- Authority over final mitigation(s) of hazards/unsafe conditions within Transit Service; and

- Briefing the Board of Directors on SMS related activities within Transit Services, as requested by the CEO.

The COO will support and encourage an open dialogue between the Chief Safety Officer and the CEO.

3.5.4 Chief Safety Officer

The Chief Safety Officer (CSO) is the Manager of Safety for Transit Services. The CSO has a dual reporting role with the COO and the CEO. As necessary to implement the Bus Agency Safety Plan and discuss relevant issues, the CSO has a duty and a right to report directly to and consult with the CEO. The CSO has independent and direct access to the CEO as needed regarding all safety related issues. The CSO has regularly scheduled safety briefings with the CEO and COO. The CSO also reports to the COO on a day-to-day basis. The CSO is responsible for:

- Developing and maintaining SMS programs including the Bus Agency Safety Plan;
- Managing the Employee Reporting Program;
- Performing analysis of incidents, trends, and causes and making recommendations to reduce or eliminate the potential for recurrence;
- Assisting other departments with the development of training programs and procedures;
- Managing the review and analysis of all accidents, incidents and safety events to determine preventability and any other causal or contributing factors;
- Providing monitoring and follow-up with employees after preventable accidents;
- Serving as the Chair of the Employee Safety Committee;
- Coordinating with external emergency response agencies, including police, fire and emergency management agencies, regarding emergency response training, familiarization and review of emergency occurrences and Transit Services emergency preparedness plans; and
- Managing the Department of Motor Vehicles (DMV) Pull Notice Program and assuring all licenses, permits and certifications are in compliance.

3.5.5 Other Agency Leadership, Executive Management and Key Staff

3.5.5.1 Director of Fleet and Facility Maintenance

The Director of Fleet and Facility Maintenance directly reports to the COO and is responsible for:

- Directing, organizing, developing and planning all directly operated bus and facility maintenance functions;
- Providing oversight, contract compliance and support for all of MTS's contracted service fleet and facility maintenance operations;
- Directing, coordinating and supervising the development, implementation and administration of capital plans and contracts for fleet replacement, as well as service contracts providing maintenance for all MTS bus facilities and fleets;
- Overseeing the administration of applicable Collective Bargaining Agreement (CBA);
- Overseeing maintenance employee training, including the apprenticeship program; and
- Providing expertise and advice regarding staffing decisions in Fleet and Facilities, including recommendations for hiring, promotion and termination; evaluation and the implementation of discipline and other remedial measures.

3.5.5.2 Director of Transportation

The Director of Transportation directly reports to the COO and is responsible for:

- Organizing, developing, planning and directing all of San Diego Transit's transportation functions;
- Overseeing the development and management of all transportation employee training programs, including new employee and drivers training, refresher courses, safety-related training and all required safety/certifications/licensing; providing expertise for the development and coordination of new training programs.
- Overseeing the management of both Radio/Communications and Service Operations Supervisor teams, including developing standard operating procedures, setting expectations for professional interactions with customers and other employees. Guiding opportunities to improve supervisor skillsets through training, mentoring and professional development;

- Overseeing the administration of applicable CBA; and
- Providing expertise and advice regarding staffing decisions in Transportation Department, including recommendations for hiring, promotion and termination and the implementation of discipline and other remedial measures.

3.5.5.3 Manager of Contract Operations and Passenger Facilities

The Manager of Contract Operations and Passenger Facilities directly reports to the COO and is responsible for:

- Providing day-to-day oversight of contractor compliance with the agency safety plan;
- Providing contract oversight of the Agency's multi-year transit operations contracts;
- Monitoring ongoing facility maintenance activities dictated by Agency service contracts;
- Planning, directing, coordinating and reviewing Contract Services' staff;
- Assisting with transportation activities and coordinating schedules, projects and programs as needed to ensure Contract Service quality and continuity with Agency goals and objectives;
- Overseeing the coordination of bus stop maintenance and other transit amenities, including administration of various vendor contracts;
- Working with appropriate staff to develop fleet capital replacement program; and
- Supporting Finance Department staff on discretionary and programmed grants applications.

3.5.5.4 Manager of Paratransit and Mini Bus

The Manager of Paratransit and Mini Bus directly reports to the COO and is responsible for:

- Providing day-to-day oversight of contractor compliance with the agency safety plan;
- Organizing, developing, planning and directing all of MTS' Paratransit and Mini Bus functions and ensuring alignment of these functions with the goals and critical business outcomes of MTS;

- Ensuring the MTS ADA Paratransit Program is in full compliance with ADA regulations with respect to operations, client certification, call center operations and revenue service;
- Managing the fixed route “Mini Bus” program and overseeing the operations and management contract between MTS and the service provider(s); and
- Preparing operating and capital budgets, monitoring service performance, conducting community outreach, representing MTS on advocacy and transportation committees, and evaluating existing and proposed transit services.

3.5.5.5 Environmental Health & Safety Specialist

The Environmental Health & Safety Specialist reports directly to the COO and is responsible for:

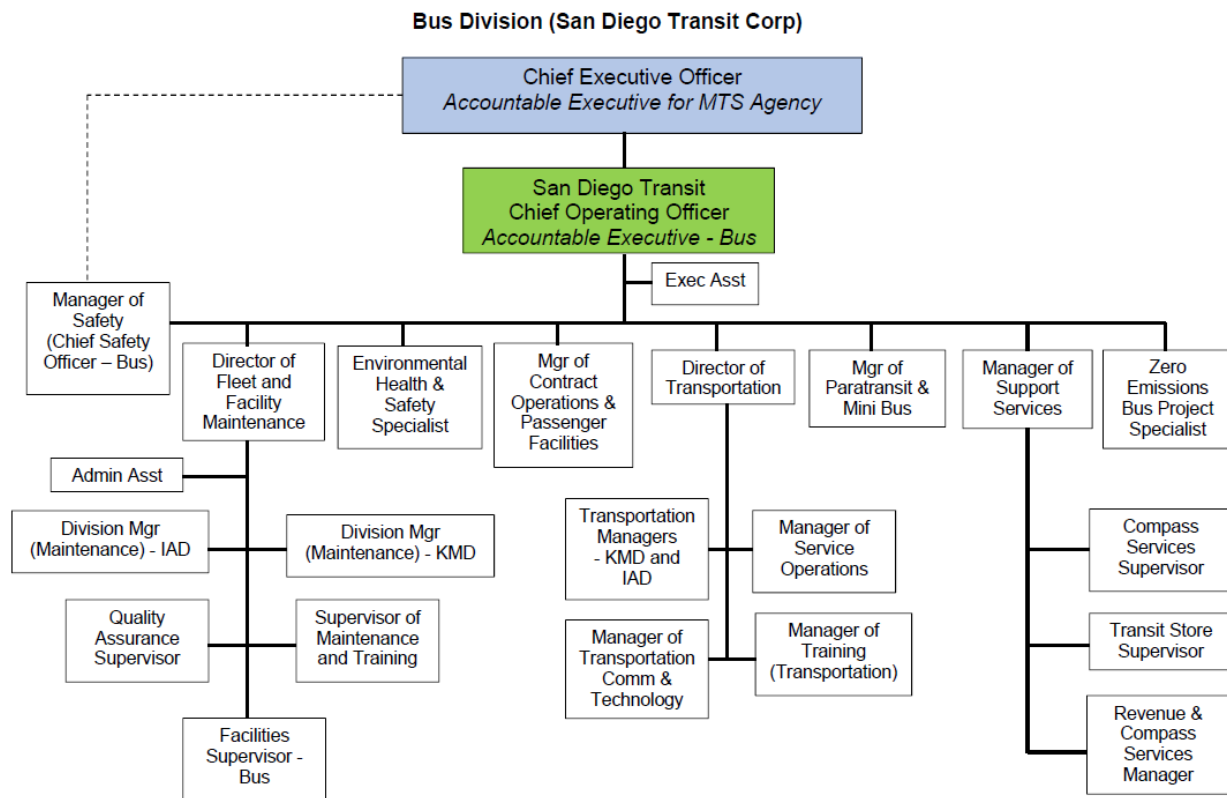
- Developing, implementing, and overseeing Environmental Health and Safety policies and procedures;
- Developing, coordinating and participating in industrial hygiene and environmental safety programs;
- Developing comprehensive environmental and occupational safety and health inspection checklists and protocols, conducting inspections of facilities, and escorting regulatory inspectors during inspections;
- Interfacing with government agencies to maintain regulatory compliance with Federal, State, regional, and local environmental laws and regulations by preparing permit applications and renewal documents and negotiating permit conditions and developing corrective action plans; and
- Reviewing and approving chemical products used in relation to environmental and industrial hygiene impacts.

3.6 Contract-Operations Oversight

Various MTS employees are charged with oversight of contractors as it relates to safety and other matters. Such responsibilities are noted where applicable. In addition, each of the contractor safety plans (See Appendices) also describe oversight functions.

4 Organization Chart

Figure 3: Organization Chart



5 Meetings

5.1 CEO Safety Briefings

The CEO, COO, and CSO meet on a regular basis to review and discuss monthly safety performance. These topics include but are not limited to:

- Accidents & Injuries
- Hazard mitigation strategies
- Training activities
- Policy & Procedures
- Committee meetings
- Contract management
- Project updates

5.2 Transit Services Executive Staff Meetings

The CSO and other agency leadership within Transit Services meet together on a weekly basis with the COO to review and discuss updates from each department. These topics include but are not limited to:

- Accidents & Injuries
- Hazard mitigation strategies
- Training activities
- Policy & Procedures
- Committee meetings
- Contract management
- Project updates

5.3 Transit Services Safety Committee

The safety committee meets monthly and is comprised of representatives from both bargaining units (ATU, IBEW) as well as management representatives from the Maintenance, Safety, Security, and Transportation Departments. The purpose of the safety committee is to: create, improve, promote and maintain a heightened safety culture within the organization; inform, educate and influence employees through awareness campaigns and training activities designed to prevent and reduce accidents and injuries; and to provide a forum for employees to actively participate in safety programs that address and resolve safety issues in a timely manner.

5.4 Risk Department Meetings

Agency leadership within Transit Services meets with the Risk Department on a quarterly basis. These topics include but are not limited to:

- Open & recently closed claims
- Workers comp claims
- Litigation updates
- Hazard mitigation strategies
- Training activities
- Policy & Procedures

5.5 Emergency Preparedness and Response

5.5.1 Employee Training

Employees receive varying levels of emergency response training during the initial onboarding process depending on job position. Employees also receive applicable refresher training throughout the year through training programs and topics outlined in the Safety Promotion and Safety Communication sections of this document. Topics covered for emergency training include:

- Accident/Injury reporting
- Inspection protocols
- Passenger evacuations
- Road calls/Breakdowns
- Fire suppression
- Spill prevention, control and countermeasures (SPCC)
- Hazardous waste, operations, and emergency response (HAZWOPER)
- Conflict resolution and de-escalation techniques
- CPR/AED

5.5.2 Emergency Responder Training & Coordination

Transit Services participates in external agency emergency trainings and exercises whenever requested/invited by local municipal, county, state, or federal entities. These events include emergency events specific to the transit system as well as supporting other agencies with available resources (vehicles) to aid in external emergency response. Typical training events and exercises include:

- Vehicle familiarization
- Bus hijacking/SWAT
- Rescue/heavy lift extraction
- Homeland Security canine training
- Community based evacuations & temporary shelter
- Tabletop exercises

5.5.3 Vehicle Safety Equipment

Fixed route buses are equipped with the following safety features to reduce to the likelihood/severity of an emergency:

- Two way radio
- GPS tracking
- Security cameras

- Discreet panic button
- Fire extinguisher
- Engine fire detection & suppression system (excludes battery electric buses)
- Interlock device(s)
- Fuel leak detection alarm (CNG buses only)
- Emergency exit windows & roof hatches
- Low air pressure alarm

6 Safety Risk Management

Safety Risk Management is a decision making process that involves the identification, evaluation, and mitigation of hazards and unsafe conditions throughout the system. Hazards are to be eliminated or mitigated to lowest practical level with consideration given to financial and operational constraints. Transit Services utilizes a decentralized process where each department is responsible for managing the hazards that exist within their department.

6.1 Safety Hazard Identification

All employees are responsible for identifying and reporting hazards and unsafe conditions to their immediate supervisor/manager. The supervisor/manager is responsible for the initial evaluation and mitigation of a reported hazard. If the supervisor/manager is unable to eliminate the hazard or effectively mitigate the hazard to an acceptable level, the hazard must be reported to the CSO. The CSO is responsible for documenting the reported hazard.

Hazards are generally identified through:

- Employee Reporting Program;
- Employee Safety Committee;
- Routine inspections;
- Training activities;
- Direct observation by supervisors, managers and/or safety personnel;
- Accident and incident investigations;
- Customer Service reports;
- Daily operations activity reports;
- Safety data analysis;
- Audits;
- Data and info provided by FTA or other oversight authority;
- Design/Planning process for capital projects;
- Procurement of goods and services; and
- New service implementation.

6.2 Safety Risk Assessment

The CSO is responsible for assessing safety risks. Analyzing hazards is subjective. Two reasonable people could assess the same hazard and determine a different probability or severity of an unfavorable outcome. Hazards are analyzed using the probability/severity matrix within this section (Table 6, Table 7, Table 8, and Table 9). The criteria listed in the severity and probability charts are intended to be guidelines only. Each hazard is unique. Therefore, in addition to the severity and probability charts, the CSO should also consider common sense, similar prior/existing hazards, historical data, and their professional experience when conducting the assessment. Hazards that are “unacceptable”, “undesirable”, or “acceptable with review by management” are entered into the Risk Register by the CSO. Hazards that are “acceptable without review” are not required to be entered into the Risk Register. The CSO is responsible for informing the Accountable Executive of the MTS Agency of any hazard that is “unacceptable” or “undesirable”.

Table 6: Severity

Severity		
Description	Category	Criteria (worst likely credible outcome)
Catastrophic	1	Could likely result in death, permanent total disability, severe property damage or irreversible environmental damage.
Critical	2	Could likely result in permanent partial disability, injuries or occupational illness that may result in hospitalization, or reversible significant property/environmental damage.
Marginal	3	Could likely result in injury or occupational illness resulting in one or more lost work days(s), reversible moderate property/environmental damage.
Negligible	4	Could likely result in injury or illness not resulting in a lost work day, minimal property/environmental impact.

Table 7: Likelihood

Likelihood		
Description	Level	Specific Individual Item (Example of Frequency)

Frequent	A	Likely to occur frequently or continuously. (Weekly, 100K miles)
Probable	B	Likely to occur several times. (Monthly, 1 million miles)
Occasional	C	Likely to occur sometime. (Yearly, 10 million miles)
Remote	D	Unlikely but reasonable or possible to occur. (Decade, 100 million miles)
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced.
Eliminated	F	This level is used when potential hazards are identified and later eliminated.

Table 8: Hazard Assessment Matrix

Hazard Assessment Matrix				
	1 - Catastrophic	2 - Critical	3 - Marginal	4 - Negligible
A - Frequent	1A	2A	3A	4A
B - Probable	1B	2B	3B	4B
C - Occasional	1C	2C	3C	4C
D - Remote	1D	2D	3D	4D
E - Improbable	1E	2E	3E	4E
F - Eliminated	N/A	N/A	N/A	N/A

Table 9: Acceptability Levels

Acceptability Levels	
High	Unacceptable
Serious	Undesirable with management decision

Medium	Acceptable with review by management
Low	Acceptable without review

6.3 Safety Risk Mitigation

After a risk assessment has been conducted, the CSO will identify parties responsible for mitigating the hazard. The responsible parties are generally department heads, those most knowledgeable about the hazard (subject matter experts), or those with the most adequate resources to mitigate the hazard.

The following are common methods and processes responsible parties typically use to mitigate hazards:

- Eliminate hazards by repair/replacement;
- Eliminate hazards through design/change of service;
- Incorporate engineered features or devices;
- Provide warning devices, signage and alarms;
- Establish written policy and procedures to address the hazard;
- Implement training activities;
- Use of personal protective equipment (PPE); and
- Communication of hazard with employees, passengers, and general public.

Responsible parties are required to update the CSO on mitigation progress in a timely manner. The CSO is then responsible for updating the Accountable Executive and the Risk Registry in Industry Safe. The Risk Registry is reviewed quarterly by the Accountable Executive, CSO, and responsible parties. The Accountable Executive has the ultimate authority when deciding mitigations and the final assessment of a hazard. Hazards that remain at an unacceptable/undesirable level will continue to be monitored and revisited during the annual budget and capital improvement process.

7 Safety Assurance

7.1 Safety Performance Monitoring and Measurement

MTS has established several activities to monitor operations and maintenance for compliance with procedures. These processes are also used to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. Non-compliance with procedures is generally addressed through counseling, training, and other management oversight activities. Insufficient procedures are addressed through safety risk management activities.

Supervisors are responsible for upholding established policies and procedures covered in documents such as CBAs, employee handbooks, training manuals, bulletins, memos, California Vehicle Code sections, etc. Supervisors typically utilize direct observations, job briefings, facility inspections, radio communications, and investigations to determine compliance. Employees who are not compliant with these procedures may receive in-person counseling, written observation letters, re-training, and/or progressive discipline depending on the severity of the event and the employee's work record.

7.1.1 Investigations

All employees are required to immediately report safety related events to their direct supervisor or the Bus Control Center/radio room and complete a written accident/incident report. The Supervisor on duty is responsible for ensuring the appropriate response to the scene (dependent on available resources) and determining if a drug and alcohol test is required.

A Service Operations Supervisor (SOS) should be sent to the scene to investigate whenever a person is injured/claiming injury or there is a collision involving a bus or other mass transit vehicle. The SOS will gather statements from persons involved/witnesses, collect insurance and other contact information, take photos of the scene, etc., and complete a written report.

Following the event, the Transportation Service Quality Specialist will collect video from the bus camera system and facility camera system if available. The video is generally stored in either the camera system server or a shared network drive and preserved for at least one year after the event and may be stored longer as dependent on available storage space. The CSO will collect and review all information and forward all written materials to the Risk Department and/or the Safety Review Committee (SRC).

The SRC is responsible for reviewing events involving: vehicle collisions, claims of injury, wheelchair ramp use, and certain braking events. The SRC is chaired by the CSO and also includes a member from the Training Department and a member from the Transportation Department. The SRC meets weekly and reviews all available information to determine preventability and any other causal or contributing factors. The CSO informs applicable management and other involved employees of the SRC's findings.

The CSO is responsible for entering safety related information in MTS's Enterprise Resource Program (SAP) for tracking purposes and data analysis. The CSO is responsible for entering hazards that require management review and/or a decision by management (High/Serious/Medium risk levels) in Industry Safe for tracking the mitigation of hazards. The CSO is also responsible for reporting this data to the Accountable Executive on a monthly basis. The CSO is

also responsible for reporting applicable required information to the National Transit Database (NTD) on a monthly basis.

7.1.2 Drug & Alcohol Program

MTS is a drug and alcohol-free workplace and has an established drug and alcohol policy that is compliant with 49 CFR parts 40 and 655. Every employee receives training upon initial hiring. Supervisor/managers receive two hours of additional training every two years that includes a minimum of 60 minutes on the effects of drug use and 60 minutes of training on the effects alcohol use and the agency policy. Drug and alcohol testing is conducted under the following circumstances:

- Pre-Employment;
- Reasonable Suspicion;
- Post-Accident;
- Random;
- Assuming Safety Sensitive Duties; and
- Return to Duty / Follow-Up

7.1.3 Driving Hours and On-Duty Time

Bus operators' schedules are assigned on a daily basis by an Operations Supervisor. The Operations Supervisor checks hours of service before scheduling upcoming work days. The following records for all bus operators are generated, tracked, and stored in the system:

- The scheduled assignment of all drivers including regular work days, day off work, overtime, vacations, holidays, absences, outside employment hours;
- The time the driver reports for duty each day;
- The time the driver is released from duty each day;
- The total number of hours the driver is on duty each day;
- The total scheduled driving time each day;
- The delay time at the end of each work piece; and
- The total time for the preceding seven days for drivers used for the first time or intermittently.

Title 13 of the California Code of Regulations subsection 1212 and 1212.5 establish the following limits on commercial bus operating hours:

- Drivers must have at least 8 hours off between work shifts;
- Maximum 10 hours driving time per day;

- Maximum 15 hours of on duty time; and
- Maximum 80 hours of on duty time for any consecutive 8 days.

In addition to state law, the applicable CBA establishes the following limits on scheduling and work hours:

- Drivers have at least 10 hours off between bid-in and scheduled work shifts; and
- Scheduled on-duty/spread work day limited to 12.5 hours.

7.1.4 DMV Pull Notice

MTS enrolls all employees in the California Employer Pull Notice (EPN) program. The program is required for all commercial drivers as a means for employers to electronically verify and monitor driving records. Employees are enrolled upon hire and removed upon termination. Records indicate license type, expiration date, special certificates, endorsements, restrictions. Notices are also sent annually and when there is a change to license status including a ticket, accident, or suspension. MTS uses a web based software solution company to manage the EPN program.

The CSO is responsible for monitoring the records of all commercial drivers and union employees. The CSO is responsible for notifying each department of status changes to the employee's eligibility to operate a bus or other vehicle. Each department is responsible for notifying the employee in their department of status changes, collecting documentation, and preventing them from operating a vehicle if they are not eligible to drive.

The Human Resources Department is responsible for checking a prospective employee's three (3) year driving record during the application and interview process. The Human Resources Department is responsible for monitoring the records of all management employees who do not have a commercial license.

The California Highway Patrol (CHP) performs an audit of the EPN program during the annual terminal inspection.

7.1.5 Customer Complaint Investigation

Customer complaints are managed overall by Support Services Department. Customers can submit a complaint by mail, in-person at MTS's administrative through the call center, through the MTS website or through MTS's mobile application.

All customer's comments or complaints are entered into the Customer Review Module in SAP. The comments then investigated by the responsible department. Investigation measures may include interviewing staff and/or collecting video if

appropriate. Final resolution is handled by department managers. The findings of the investigation are then entered into the Customer Review Module.

7.1.6 Ride Checker Program

MTS has two (2) anonymous part-time employees that conduct both directed and random rides that monitor a driver's performance while in revenue service. The ride checker completes a four-page "Ride Monitor Observation Listing" report for each ride. The report includes both yes/no questions and comment fields for various categories (Table 10).

Table 10: Ride Monitor Observation Listing

Ride Monitor Observation Listing		
Employee Information	Safety Observations	Bus Stop
Operator Appearance	Speed & Clearance	Turning Intersections
Departure / Arrival	ADA Compliance	Customer Service
Fare Collection	Railroad Crossing	Bus Appearance

The report is verified by the Support Services Analyst, and emailed to a management distribution group. The Division Managers are responsible for final resolution of the reports.

7.1.7 Vehicle Pre-Trip Inspections

Pre-trip inspections are conducted in accordance with State and Federal law. Pre-trip inspections are completed by bus operators in the bus yard before the bus goes into revenue service. The pre-trip inspections also occur when bus operators make a relief on the road (excluding air brake test).

7.1.8 Vehicle Preventative Maintenance

Preventative maintenance and inspection is carried out at a minimum in accordance with the Original Equipment Manufacturer (OEM) recommendations. This process occurs based on miles and varies in the complexity based on the mileage interval. Inspections include:

- Brake inspection;
- Lube and oil filter;
- General inspection;
- Wheelchair ramp;
- Air conditioner;

- Electrical;
- Cooling;
- Compressed Natural Gas (CNG) and fire suppression;
- Farebox;
- Transmission; and
- Differential and diaphragms.

All inspections are documented and kept for the life of the vehicle. Specific details on the preventative maintenance program are explained further in the Maintenance Manual that is maintained by the Maintenance Department. The California Highway Patrol (CHP) conducts an independent audit of the preventative maintenance program annually.

7.1.9 Internal Safety Reporting Programs

The CSO routinely reviews safety data from various sources including: employee safety reports, safety meetings, the employee reporting program, customer service complaints, OSHA logs, and other safety communication channels that track safety performance information. The CSO will review and assess the data, conduct further investigations, and use established safety risk management process as needed to ensure safety risk mitigations are effective.

7.2 Management of Change

Changes that may introduce new hazards or impact the agency's safety performance are assessed through various processes. These changes include but are not limited to:

- Procurement of new goods/equipment;
- Changes to route design and special event detours;
- Operations/Maintenance procedure changes;
- Introduction of new technology;
- New regulatory requirements;
- Changes to operating environment including city/regional planning;
- Design and construction of capital projects; and
- Organizational changes.

If management determines that a change may impact safety performance, the proposed change should be evaluated using the Safety Risk Management Process, which includes hazard identification, risk assessment, and risk mitigation. Any change that may introduce new hazards to the system should include the safety department. Please refer to the Safety Risk Management section of this document or contact a member of the safety department for more information regarding this process. If the safety department is not consulted and engaged during the decision

making process of the change, the project manager or individual who is approving/implementing the change is responsible for ensuring adequate safety risk management is conducted prior to making any changes.

7.3 Continuous Improvement

MTS establishes Safety Performance Targets, Key Performance Indicators and PIP goals annually. These goals are tracked and reported on a monthly and annual basis. The CSO meets with the CEO, COO, executive management and other key staff regularly to review and evaluate the agency's performance. Any identified deficiencies are addressed with a plan, under the direction of the Accountable Executive or their designee.

8 Safety Promotion

8.1 Safety Communication

Management promotes and communicates safety performance throughout the entire organization. This communication includes information on hazards and safety risk relevant to employees' roles and responsibilities. Employees are also informed of safety actions that are taken in response to reports submitted through the safety reporting program. The methods of communication include but are not limited to:

- Training Activities;
- Safety Committee;
- Meetings;
- Handbooks;
- Policies;
- Memos;
- Bulletins;
- Newsletters;
- Company Intranet;
- Job Briefings; and
- Department Information Monitors.

8.2 Competencies and Training

8.2.1 Chief Safety Officer Training Program

The CSO participates in the Voluntary Bus Safety Certification Program as outlined in 49 CFR Part 672. This training includes the following courses:

- SMS Awareness;
- SMS Safety Assurance;

- SMS Principles For Transit;
- Transit Bus System Safety;
- Fundamentals of Bus Collision Investigation; and
- Effectively Managing Transit Emergencies.

The CSO training also includes:

- Drug and Alcohol;
- Harassment Prevention; and
- Management Development

8.2.2 Servicer Training Program

All servicers complete a comprehensive training program. This program includes passing a written and behind the wheel test for a commercial driver license. Other major topics covered in the training program include: Code of Safe Practices, CNG fueling procedures, electric bus charging, bloodborne pathogen control program, Spill Prevention & Control Program (SPCC), and Maintenance Department policies and procedures.

Servicer refresher training includes but is not limited to:

- Toolbox training sessions;
- SPCC refresher training;
- Behind the wheel evaluations; and
- Preventable Accident remediation

8.2.3 Mechanic Apprenticeship Program

All mechanics complete a three (3) to four (4) year (depending on specialty) state certified apprenticeship program. The training starts with 40 days of in-house classroom instruction followed by on-the-job training with a mentor throughout the program. Apprentices must also complete nine (9) required college courses through Miramar Community College. In addition to the apprentice program, mechanics also receive the training program outlined in the servicer training program. Mechanics also receive Hazardous Waste Operations and Emergency Response (HAZWOPER) training as well as forklift certification.

Mechanic refresher training includes but is not limited to:

- Toolbox training sessions
- SPCC annual refresher training
- HAZWOPER annual refresher training
- Forklift recertification every 3 years

- Behind the wheel evaluations
- Preventable accident remediation

8.2.4 Foreman and Maintenance Managers

Foreman and Maintenance Managers training includes, but is not limited to, the following:

- Drug and Alcohol;
- Harassment Prevention;
- Management Development;
- Toolbox training sessions;
- SPCC;
- HAZWOPER;
- Forklift recertification;
- Behind the wheel evaluations;
- Preventable accident remediation; and
- Cardiopulmonary Resuscitation (CPR).

8.2.5 Bus Operator Training Program

All bus operators complete a nine (9) week training program prior to operating a bus in revenue service on their own. The training program is comprised of both classroom and behind the wheel driving. Operators are required to receive and maintain a class B commercial driving license, with a passenger and air brake endorsement. Operators are also required to have a valid medical certificate and Verification of Transit Training (VTT) certificate. Training topics includes, but are not limited to, the following:

- Bus operation and defensive driving;
- Destination signs;
- Radio communication;
- Customer service;
- ADA;
- Emergency procedures; and
- Route training.

Bus Operator refresher training includes, but is not limited to, the following:

- VTT annual training;
- Accident remediation;
- Defensive driving;

- Conflict resolution;
- Policy and procedures; and
- Behind the wheel evaluations.

8.2.6 Transportation Supervisors and Managers

Supervisors and Transportation Managers training includes, but is not limited to, the following:

- Drug and Alcohol;
- Harassment Prevention;
- Management Development;
- VTT;
- CPR; and
- Preventable accident remediation.



APPENDIX A

Bus Safety Plan (Public Transportation Agency Plan pursuant to 49 CFR 673)



MTS Contract-Operator at South Bay Maintenance Facility (SBMF) and East County Maintenance Facility (ECMF)





APPENDIX A

TRANSDEV BUS SAFETY PLAN

**Contract Operations at
East County Maintenance Facility
and
South Bay Maintenance Facility**



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1 Bus Agency Safety Plan Overview

1.1 Agency Information

This Bus Agency Safety Plan discusses how safety is managed for Transdev, in operating the fixed route contract for the San Diego Metropolitan Transit System (MTS). The Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

Transdev operates Fixed-Route Urban, Local, Express, Rural and Bus Rapid Transit (BRT) bus services in the San Diego Metropolitan Transit System (MTS) service area of San Diego. Services are provided under a contract agreement, to operate Fixed-Route service from the South Bay Division and East County Division, which operate a combined fleet of approximately 332 buses on approximately 56 Routes.

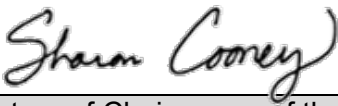


Table 1: Agency Information

Agency Information	
Transit Agency Name	MTS
Transit Agency Address	1255 Imperial Ave Suite 1000, San Diego, CA 92101
Name and Title of Accountable Executive	Sharon Cooney, Chief Executive Officer (CEO)
Name of Chief Safety Officer (CSO) or Safety Management System (SMS) Executive	Jared Garcia, Manager of Safety
Modes of Service Covered By This Plan	Contracted Fixed Route Bus
List Of All Funding Types:	5307, 5337, 5339
Mode(s) of Service Provided by the Transit Agency (Directly Operated or Contracted Service)	Contracted Fixed Route Bus
Does the agency provide transit services on behalf of another transit agency or entity?	No
Description of Arrangement(s)	N/A

1.2 Bus Agency Safety Plan Approvals

The Bus Agency Safety Plan has been approved by the Accountable Executive and the MTS Board of Directors (Table 2).

Table 2: Bus Agency Safety Plan Approvals

Bus Agency Safety Plan Approvals		
Name of Entity That Drafted This Plan	San Diego Metropolitan Transit System	
Accountable Executive Signature	Signature of Accountable Executive	Date of Signature
		7/30/20
Approval by the MTS Board of Directors	Signature of Chairperson of the MTS Board of Directors	Date of Approval
		7/30/20
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
		7/30/20

1.3 Annual Review, Update, and Safety Performance Assessment

1.3.1 Annual Review of the Bus Agency Safety Plan

This plan will be reviewed and updated annually during the month of January by the Chief Safety Officer. Proposed changes are reviewed with the Accountable Executive, Executive Management and Key Staff. The Accountable Executive will review and approve any changes, sign the updated plan, and then forward the plan to the Board of Directors for final review and approval. Updates to this plan may be made when there are:

- Changes to: safety performance targets, safety management policy, safety risk management, safety assurance, and safety promotion;
- Changes to: The Accountable Executive, COO, or CSO;
- Significant changes to service delivery;
- Significant changes to the organizational structure;
- New process/procedures are introduced that impact safety;
- Changes to available resources or priorities that support SMS; and
- Changes required by the Federal Transit Administration (FTA), California Public Utilities Commission (CPUC), California Department of Transportation (Caltrans), San Diego Association of Governments (SANDAG), etc. or other similar oversight agency.

1.3.2 Annual Safety Performance Assessment

MTS conducts an annual safety performance assessment in conjunction with the annual review. This assessment includes a review of the prior year's

performance involving the Safety Performance Targets, Key Performance Indicators and applicable Performance Incentive Program (PIP) goals. The assessment may also include reviewing identified safety deficiencies, or other areas involving safety performance.

Updates made to the Bus Agency Safety Plan will be documented (Table 3).

Table 3: Version Number and Update History of Transit Safety Plan

Version Number and Update History of Bus Agency Safety Plan			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1.0	All	N/A	TBD

1.4 Documentation and Recordkeeping

This Bus Agency Safety Plan and documents related to this plan will be maintained for three (3) years after date of creation and be made available upon request by the FTA or other applicable agency having jurisdiction.

2 Safety Performance Targets

2.1 Safety Performance Targets

As required by 49 CFR 673.11(a) (3), this Bus Agency Safety Plan must include performance targets associated with revenue service that are based on the safety performance measures established under the National Public Transportation Safety Plan.

MTS may adjust performance targets over time, as data is collected and as SMS implementation matures. MTS performance targets for fatalities have been chosen to represent an aspirational goal (Table 4). MTS performance targets for injuries, safety events and system reliability have been chosen to represent improvement over the current baseline safety performance levels (used previous two calendar years, CY-18, CY-19) (Table 4). The safety performance targets are evaluated for each calendar year (January 1 – December 31).

Table 4: Safety Performance Targets

Bus Safety Performance Targets (Evaluated Per Calendar Year)							
Mode of Transit Service	Fatalities (Total)	Fatalities (Rate) Per 100K	Injuries (Total)	Injuries (Rate) Per 100K	Safety Events (Total)	Safety Events (Rate) Per 100K	System Reliability (Rate) Failures/ Rev Miles
Fixed Route Contracted	0	0	68	0.65	69	0.66	6,000

2.2 Safety Performance Target Definitions

Definitions are based on the 2020 NTD Safety and Security Policy Manual.

Fatality – Death confirmed within 30 days of the event (including suicides). Fatalities that occur because of illnesses or other natural causes (including individuals who are found deceased) are not reportable.

Injury - Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. MTS reports each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Safety Events – Collisions that meet NTD thresholds for injuries, fatalities, property damage, or evacuation; vehicle towed from the scene involving a transit revenue vehicle; fires; hazardous materials spills, acts of God; evacuations for life safety reasons; other safety events listed in NTD policy manual.

System Reliability - mean distance between major mechanical failures, is measured as revenue miles operated divided by the number of major mechanical failures.

2.3 Safety Performance Target Coordination

Safety Performance Targets are made available to state of California including the Public Utilities Commission (CPUC), Caltrans, and the San Diego Association of Governments (SANDAG), MTS's Metropolitan Planning Organization (MPO), to aid in the planning process. Coordination with these agencies, in the selection of safety performance targets is accomplished to the maximum extent practicable. MTS officially transmits its targets in writing to the State and MPO following the annual review and certification. This transmission will take place in February of each year.



Targets Transmitted to the State ¹	State Entity Name	Date Transmitted
	California Public Utilities Commission (CPUC)	See Footnote 1
	California Department of Transportation (Caltrans)	See Footnote 1
Targets Transmitted to the MPO	MPO Name	Date Transmitted
	San Diego Association of Governments (SANDAG)	7/7/2020

3 Safety Management Policy

3.1 Safety Management Policy Statement

The Safety Management Policy Statement, signed by the Accountable Executive and approved by the MTS Board of Directors, establishes the agency's safety objectives, and documents the organizational authorities, accountabilities and responsibilities (Figure 1).

¹ Although MTS has offered to share Bus Safety Performance Targets with CPUC and Caltrans, both have stated it is not necessary to send Bus Safety Performance Targets for their review. As required per 49 CFR 673.15, MTS will coordinate and share Bus Safety Performance Targets with state entities to the maximum extent practicable

Figure 1: Safety Management Policy Statement

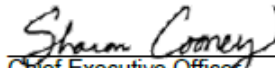
San Diego Metropolitan Transit System Safety Management Policy Statement

The San Diego Metropolitan Transit System (MTS) has established this Safety Management System Policy Statement to emphasize its overall commitment to the safety of our passengers, our operators, our staff and the general public. This Safety Management System Policy Statement provides direction for MTS's safety program, which applies to every facet of MTS operations.

The management of safety is MTS's highest priority. MTS is committed to safety throughout the entire organization, from the Board of Directors to the front line employees.

MTS will ensure that all transit service delivery activities take place under a balanced allocation of organizational resources to achieve the highest level of safety performance and meeting established standards. MTS is committed to developing, implementing, maintaining, and constantly improving our processes. As evidence of our commitment to safety, every MTS policy shall be guided by and every employee shall perform their duties in furtherance of the following safety goals:

- Supporting safety through the provision of appropriate resources that fosters a safety culture;
- Integrating the management of safety among the primary responsibilities of all managers and employees;
- Clearly defining managers and employees' responsibilities in relation to the performance of our safety management system;
- Conducting hazard identification and evaluating safety risks, which includes an employee safety reporting program, in order to eliminate or mitigate safety risks;
- Ensuring that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- Complying with, and wherever possible exceeding, legislative and regulatory requirements and standards;
- Ensuring that sufficiently skilled and trained employees are available to implement safety management processes;
- Ensuring that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are assigned only tasks for which they are adequately trained;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance by ensuring appropriate safety management action is taken and is effective; and
- Ensuring externally supplied systems and services that support our operations are delivered to meet our safety performance standards.



Chief Executive Officer
San Diego Metropolitan Transit System

July 30, 2020
Date



Chair of Board of Directors
San Diego Metropolitan Transit System

July 30, 2020
Date



At Transdev, safety is our credo—our core belief, our deepest conviction and our highest priority. Our responsibility and accountability for safety extends to all Transdev North America employees as we care for our customers, passengers, the general public such as motorists, cyclists and pedestrians, and each other.

Operational safety shall serve as the guiding principle and paramount priority at all times when developing any Transdev North America operational policies, practices and procedures. All decisions need to be viewed through the lens of safety.

The prevention of accidents, injuries, unsafe incidents and illness is the responsibility of every Transdev North America employee. All employees, from the Chief Executive Officer to the frontline employee, are expected to lead by example and:

- Provide a safe and healthy working environment;
- Abide by all safety policies, rules and regulations;
- Expect and insist upon a total commitment to safety from fellow employees; and
- Immediately raise any safety concerns to his or her supervisor or safety representative.

“
*All decisions
need to be
viewed through
the lens of safety.*
”




Yann Leriche
Chief Executive Officer
Transdev North America

3.2 Goals

Transdev, on behalf of MTS Transit Services, is committed to providing the safest transportation possible for our employees, customers, the citizens of San Diego, and the communities we serve. We will:

- Provide and maintain a safe and healthy working environment
- Provide a safe and courteous transit system
- Follow best practices that will safeguard employees, customers, and persons interacting with transit property and equipment

Accidents are the result of unsafe acts committed by people and the existence of hazards or unsafe conditions, both of which are controllable and must be prevented to the maximum extent practicable in order to achieve Transdev's and MTS' commitment.

Our Safety Policy and our commitment to safety are at all times guided by the following principles:

- Safety is the responsibility of each and every employee
- Management has the responsibility to train all employees to work safely and to assure all employees work in a safe manner
- Preventing accidents, injuries, and incidents is good business
- Operating risks, hazards, and exposures can be safeguarded with active and effective safety practices
- Injuries and occupational illnesses can be prevented

3.3 Employee Reporting Program

Employees and contractors are empowered to report safety hazards, unsafe conditions, and near misses to management. No action will be taken against an employee through the reporting program as long as the report or act was not illegal, negligent, willful, or a violation of company policy/procedure. Employees have multiple means of communicating their concerns which include:

- Verbally to their direct supervisor or other member of management;
- By use of phone/radio;
- Through their union representative;
- Completing an anonymous paper form and
- Through the Employee Safety Committee.

Hazards that cannot be adequately mitigated at the time of reporting are reported to the CSO and entered into a software database (Industry Safe or equivalent) for further assessment and mitigation (see Safety Risk Management).

Figure 2: Sample Paper Reporting Form

	
SAFETY SUGGESTION / HAZARD ID FORM	
EMPLOYEE NAME: _____	DATE: _____
PHONE #: _____	EMAIL: _____
NAME AND CONTACT INFORMATION IS OPTIONAL	
HAZARD LOCATION: _____	
TIME OF HAZARD ID: _____	DATE OF HAZARD ID: _____
SAFETY SUGGESTION/DETAILS OF HAZARD: _____	
RECOMMENDED ACTIONS: _____	
USE OTHER SIDE TO ADD ADDITIONAL DETAILS	
DO NOT WRITE BELOW THIS LINE	
HAZARD REPORT RECEIVED BY SAFETY: _____	
NAME _____ DATE _____ SAFETY MANAGER SIGNATURE _____	
AFTER RECEIPT OF REPORT, SAFETY COMMITTEE WILL REVIEW THE HAZARD AND REPORT TO EMPLOYEE ON ACTIONS TAKEN TO MITIGATE THE HAZARD	
ACTIONS TAKEN: _____	

3.4 Safety Management Policy Communication

The Safety Management Policy Statement is communicated to all employees and contractors throughout the organization including: employees, managers, executives and the Board of Directors. This policy is communicated through:

- Employee Handbooks;
- Bulletin Boards;
- Newsletters; and
- Company Intranet

3.5 Authorities, Accountabilities, and Responsibilities

3.5.1 Board of Directors

The Board of Directors (Board) is responsible for setting policy for MTS, including Transit Services. The Board is required to approve the ASP initial document and all updates. At its regular meetings, the Board receives periodic safety briefings from Bus Operations. The Board has delegated agency management to the CEO, subject to various adopted Board policies and legal requirements.

3.5.2 Accountable Executive

The Board of Directors has designated the CEO as the Accountable Executive for the Agency. The Accountable Executive has ultimate responsibility for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout the Agency. These responsibilities include:

- Establishing, implementing, and promoting the Safety Policy Statement;
- Authority over financial and human resources;
- Authority over all activities and operations;
- Authority over final risk assessment ranking;
- Authority over final mitigation(s) of hazards/unsafe conditions;
- Briefing the Board of Directors; and
- Responsibility for carrying out the Transit Asset Management (TAM) Plan.
-

The CEO has delegated the authority and the day-to-day responsibilities of the agency safety plan for Transit Services to the Chief Operating Officer (COO) of Transit Services.

3.5.3 Chief Operating Officer (COO)

The COO reports directly to the CEO and is responsible for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout Transit Services. These responsibilities include:

- Implementing, and promoting the Safety Policy Statement;
- Authority over financial and human resources within Transit Services;
- Authority over all activities and operations within Transit Services;
- Authority over the risk assessment ranking within Transit Services;
- Authority over final mitigation(s) of hazards/unsafe conditions within Transit Service; and
- Briefing the Board of Directors on SMS related activities within Transit Services, as requested by the CEO.

The COO will support and encourage an open dialogue between the Chief Safety Officer and the CEO.

3.5.4 Chief Safety Officer

The Chief Safety Officer (CSO) is the Manager of Safety for Transit Services. The CSO has a dual reporting role with the COO and the CEO. As necessary to implement the Bus Agency Safety Plan and discuss relevant issues, the CSO has

a duty and a right to report directly to and consult with the CEO. The CSO has independent and direct access to the CEO as needed regarding all safety related issues. The CSO has regularly scheduled safety briefings with the CEO and COO. The CSO also reports to the COO on a day-to-day basis. The CSO is responsible for:

- Developing and maintaining SMS programs including the Bus Agency Safety Plan;
- Managing the Employee Reporting Program;
- Performing analysis of incidents, trends, and causes and making recommendations to reduce or eliminate the potential for recurrence;
- Assisting other departments with the development of training programs and procedures;
- Managing the review and analysis of all accidents, incidents and safety events to determine preventability and any other causal or contributing factors;
- Providing monitoring and follow-up with employees after preventable accidents;
- Serving as the Chair of the Employee Safety Committee;
- Coordinating with external emergency response agencies, including police, fire and emergency management agencies, regarding emergency response training, familiarization and review of emergency occurrences and Transit Services emergency preparedness plans; and
- Managing the Department of Motor Vehicles (DMV) Pull Notice Program and assuring all licenses, permits and certifications are in compliance.

3.5.5 Other Agency Leadership, Executive Management and Key Staff

3.5.5.1 Manager of Contract Operations and Passenger Facilities

The Manager of Contract Operations and Passenger Facilities directly reports to the COO and is responsible for:

- Providing day-to-day oversight of contractor compliance with the agency safety plan;
- Providing contract oversight of the Agency's multi-year transit operations contracts;
- Monitoring ongoing facility maintenance activities dictated by Agency service contracts;
- Planning, directing, coordinating and reviewing Contract Services' staff;
- Assisting with transportation activities and coordinating schedules, projects and programs as needed to ensure Contract Service quality and continuity with Agency goals and objectives;

- Overseeing the coordination of bus stop maintenance and other transit amenities, including administration of various vendor contracts;
- Working with appropriate staff to develop fleet capital replacement program; and
- Supporting Finance Department staff on discretionary and programmed grants applications.

3.5.5.2 Transit Operations Specialists

Transit Operations Specialists directly report to the Manager of Contract Operations and Passenger Facilities and are responsible for overseeing the MTS Bus Operations and BRT contract at East County and South bay Divisions. Transit Operations Specialists are responsible for overseeing Contractors efforts in:

- Implementing, promoting and monitoring compliance of the Safety Plan;
- Mitigation(s) of hazards/unsafe conditions within East County and South bay Contract Service Divisions;
- Analysis of incidents, trends, and causes, as well as recommendations to reduce or eliminate the potential for recurrence;
- Post-accident review and reporting;
- Coordinating with external emergency response agencies, including police, fire and emergency management agencies, regarding emergency response training, familiarization and review of emergency occurrences and Contractor's Transit Services emergency preparedness plans; and
- Providing monthly progress reports, as well as statistical and analytical support data.

3.5.5.3 Transdev Leadership, Executive Management and Key Staff

3.5.5.3.1 General Manager

The General Manager is Transdev's Top Executive for East County and South Bay Contract Service Divisions. Transdev's General Manager is responsible for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout the East County and South Bay Contract Service Divisions. These responsibilities include:

- Establishing, implementing, and promoting MTS' and Transdev's Safety Policy Statement;
- Authority over Transdev's financial and human resources;
- Authority over all of Transdev's activities and operations;
- Authority over Transdev's final risk assessment ranking;

- Authority over Transdev's final mitigation(s) of hazards/unsafe conditions; and
- Briefing the Manager of Contract Operations and Passenger Facilities.

The General Manager has delegated the authority and the day-to-day responsibilities of the Transdev agency safety plan to the East County and South Bay Division Managers.

3.5.5.3.2 East County and South Bay Division Managers

The East County and South Bay Division Managers directly report to the General Manager, and are responsible for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout East County and South Bay Contract Service Divisions. These responsibilities include:

- Directly overseeing and managing the MTS contract at East County and South bay Contract Service Divisions.
- Implementing, and promoting the Transdev Safety Policy Statement;
- Authority over financial and human resources within East County and South bay Contract Service Divisions.
- Authority over all activities and operations within East County and South bay Contract Service Divisions.
- Authority over the risk assessment ranking within East County and South bay Contract Service Divisions.
- Authority over final mitigation(s) of hazards/unsafe conditions within East County and South bay Contract Service Divisions; and
- Briefing the CSO and the Manager of Contract Operations and Passenger Facilities.

3.5.5.3.3 Director of Safety and Training

The Director of Safety and Training of East County and South Bay Contract Service Divisions is the designated Safety representative for Transdev. The Director of Safety and Training directly reports to the South Bay Division Manager, but is responsible for providing routine updates directly to the CSO of MTS and Administrative Staff overseeing the Transdev Contract. As necessary to implement the Transdev's Bus Agency Safety Plan and discuss relevant issues, the Director of Safety and Training has a duty and a right to report directly to and consult with the South Bay Division Manager. The Director of Safety and Training has independent and direct access to the South Bay Division Manager and MTS and Administrative Staff overseeing the Transdev Contract, as needed regarding all safety related issues. The Director of Safety and

Training has regularly scheduled safety briefings with the South Bay Division Manager and MTS and Administrative Staff overseeing the Transdev Contract. The Director of Safety and Training also reports to the South Bay Division Manager on a day-to-day basis. The Director of Safety and Training is responsible for:

- Developing and maintaining SMS programs including Transdev's Bus Agency Safety Plan;
- Managing Transdev's Employee Reporting Program;
- Performing analysis of Transdev's incidents, trends, and causes and making recommendations to reduce or eliminate the potential for recurrence;
- Assisting Transdev's other departments with the development of training programs and procedures;
- Managing the review and analysis of all Transdev's accidents, incidents and safety events, to determine preventability and any other causal or contributing factors;
- Providing monitoring and follow-up with Transdev's employees after preventable accidents;
- Serving as the Chair of Transdev's Employee Safety Committee;
- Coordinating with external emergency response agencies, including police, fire and emergency management agencies, regarding emergency response training, familiarization and review of emergency occurrences and Transdev's emergency preparedness plans; and
- Managing Transdev's Department of Motor Vehicles (DMV) Pull Notice Program and assuring all licenses, permits and certifications are in compliance.

3.5.5.3.4 Director of Maintenance

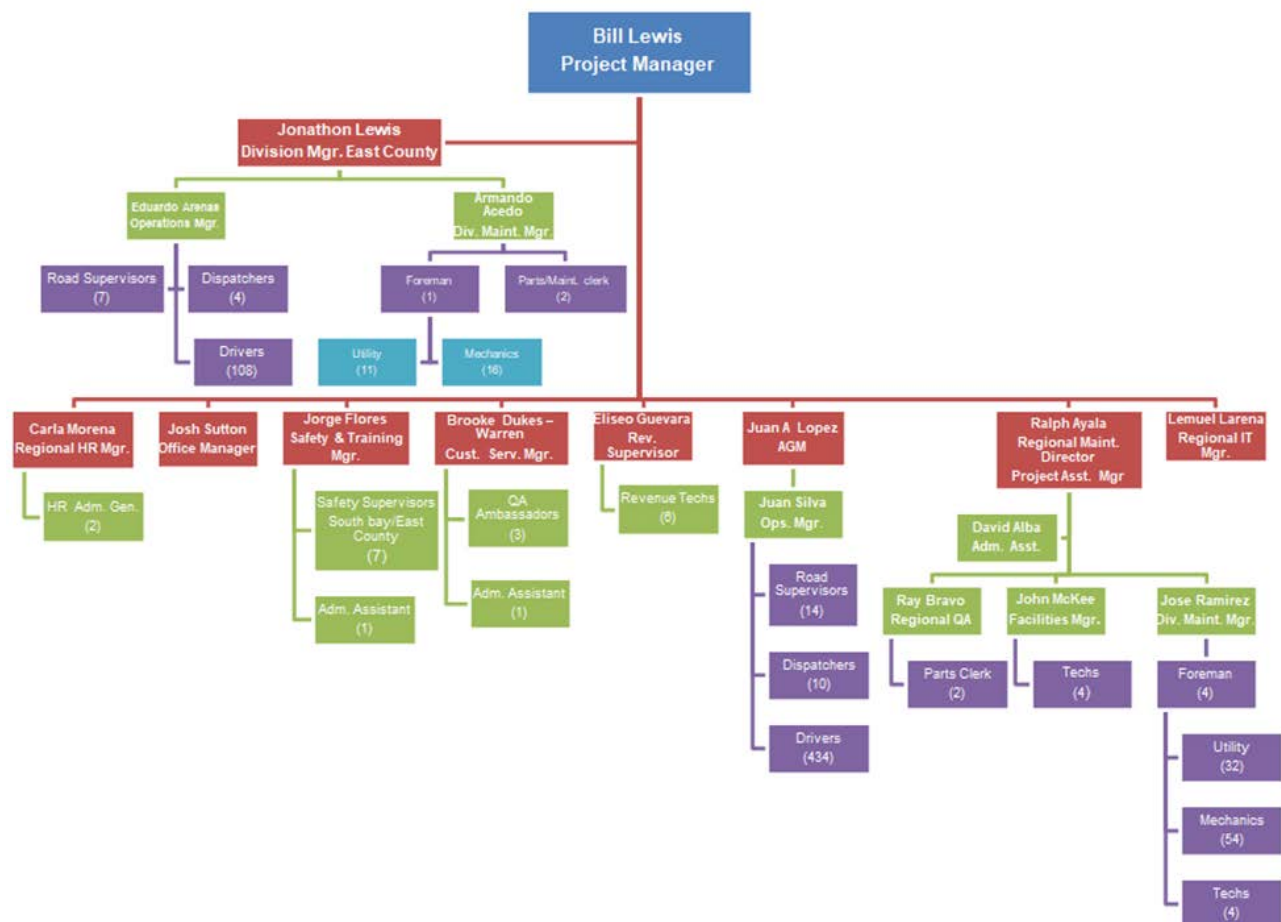
The Director of Maintenance directly reports to the General Manager and is responsible for:

- Directing, organizing, developing and planning all Transdev's directly operated bus and facility maintenance functions;
- Providing oversight, contract compliance and support for all of Transdev's contracted service fleet and facility maintenance operations;
- Directing, coordinating and supervising the development, implementation and administration of capital plans and contracts for Transdev's fleet replacement, as well as service contracts providing maintenance for all Transdev's bus facilities and fleets;
- Overseeing the administration of applicable Transdev's Collective Bargaining Agreement (CBA);

- Overseeing Transdev's maintenance employee training, including the mentoring program; and
- Providing expertise and advice regarding Transdev's staffing decisions in Fleet and Facilities, including recommendations for hiring, promotion and termination; evaluation and the implementation of discipline and other remedial measures.

4 Organization Chart

Figure 3: Organization Chart



5 Meetings

5.1 CEO Safety Briefings

The CEO, COO, and CSO meet on a regular basis to review and discuss monthly safety performance. These topics include but are not limited to:

- Accidents & Injuries
- Hazard mitigation strategies
- Training activities
- Policy & Procedures
- Committee meetings
- Contract management
- Project updates

5.2 Transit Services Executive Staff Meetings

The CSO and other agency leadership within Transit Services meet together on a weekly basis with the COO to review and discuss updates from each department. These topics include but are not limited to:

- Accidents & Injuries
- Hazard mitigation strategies
- Training activities
- Policy & Procedures
- Committee meetings
- Contract management
- Project updates

5.3 COO Meetings with Contract Services and Transdev Leadership

The COO, CSO, and Manager of Contract Operations and Passenger Facilities meet on a monthly basis with Transdev Leadership to review and discuss updates regarding safety performance, safety risk management, safety assurance, and safety promotion. These topics include but are not limited to:

- Accidents & Injuries
- Existing hazards and mitigation techniques
- Training activities
- Policy & Procedures
- Committee meetings
- KPI goals
- Contract management
- Project updates
- Staffing levels

5.4 Transdev and MTS Contract Services Management Staff Meetings

The Director of Safety and Training and other leadership within Transdev's Executive Management Staff, meet together on a monthly basis with the Manager of Contract Operations and Passenger Facilities as well as other leadership within

Contract Services to review and discuss updates from each department. These topics include but are not limited to:

- Accidents & Injuries
- Hazard mitigation strategies
- Training activities
- Policy & Procedures
- Committee meetings
- Contract management
- Project updates
- KPI goals

5.5 Transdev's Employee Safety Committee

Transdev's Employee Safety Committee meets monthly and is comprised of representatives from both bargaining units (ATU, IBT), MTS Contract Services Management Staff, as well as Transdev's management representatives from the Maintenance, Safety, and Operations Departments. The purpose of the safety committee is to: create, improve, promote and maintain a heightened safety culture within the organization; inform, educate and influence employees through awareness campaigns and training activities designed to prevent and reduce accidents and injuries; and to provide a forum for employees to actively participate in safety programs that address and resolve safety issues in a timely manner.

5.6 Transdev's Claims Review Meetings

Transdev Management meets with the Transdev Risk Department on a Bi-monthly basis. Topics include but are not limited to:

- Open & recently closed claims
- Workers comp claims
- Litigation updates
- Hazard mitigation strategies
- Training activities
- Policy & Procedures

5.7 Regional Safety Meetings

Transdev Management meets with Transdev Regional Managers on a Bi-weekly basis. Topics include but are not limited to:

- Open & recently closed claims
- Workers comp claims
- Hazard mitigation strategies
- Training activities

- Policy & Procedures
- DriveCam Performance
- KPI reviews

5.8 Emergency Preparedness and Response

5.8.1 Employee Training

Employees receive varying levels of emergency response training during the initial onboarding process depending on job position. Employees also receive applicable refresher training throughout the year through training programs and topics outlined in the Safety Promotion and Safety Communication sections of this document. Topics covered for emergency training include:

- Accident/Injury reporting
- Inspection protocols
- Passenger evacuations
- Road calls/Breakdowns
- Fire suppression
- Spill prevention, control and countermeasures (SPCC)
- Hazardous waste, operations, and emergency response (HAZWOPER)
- Conflict resolution and de-escalation techniques

5.8.2 Emergency Responder Training & Coordination

Transit Services participates in external agency emergency trainings and exercises whenever requested/invited by local municipal, county, state, or federal entities. These events include emergency events specific to the transit system as well as supporting other agencies with available resources (vehicles) to aid in external emergency response. Typical training events and exercises include:

- Vehicle familiarization
- Bus hijacking/SWAT
- Rescue/heavy lift extraction
- Homeland Security canine training
- Community based evacuations & temporary shelter
- Tabletop exercises

5.8.3 Vehicle Safety Equipment

Fixed route buses are equipped with the following safety features to reduce to the likelihood/severity of an emergency:

- Two-way radio
- GPS tracking

- Security cameras
- Discreet panic button
- Fire extinguisher
- Engine fire detection & suppression system (excludes battery electric buses)
- Interlock device(s)
- Fuel leak detection alarm (CNG buses only)
- Emergency exit windows & roof hatches
- Low air pressure alarm

6 Safety Risk Management

Safety Risk Management is a decision-making process that involves the identification, evaluation, and mitigation of hazards and unsafe conditions throughout the system. Hazards are to be eliminated or mitigated to lowest practical level with consideration given to financial and operational constraints. Transdev utilizes a decentralized process where each department is responsible for managing the hazards that exist within their department.

6.1 Safety Hazard Identification

All Transdev employees are responsible for identifying and reporting hazards and unsafe conditions to their immediate supervisor/manager. The supervisor/manager is responsible for the initial evaluation and mitigation of a reported hazard. If the supervisor/manager is unable to eliminate the hazard or effectively mitigate the hazard to an acceptable level, the hazard must be reported to the Director of Safety and Training. The Director of Safety and Training is responsible for documenting the reported hazard.

Hazards are generally identified through:

- Employee Reporting Program;
- Employee Safety Committee;
- Routine inspections;
- Training activities;
- Direct observation by supervisors, managers and/or safety personnel;
- Accident and incident investigations;
- Customer Service reports;
- Daily operations activity reports;
- Safety data analysis;
- Audits;
- Data and info provided by FTA or other oversight authority;
- Design/Planning process for capital projects;
- Procurement of goods and services; and
- New service implementation

6.2 Safety Risk Assessment

The Director of Safety and Training is responsible for assessing safety risks. Analyzing hazards is subjective. Two reasonable people could assess the same hazard and determine a different probability or severity of an unfavorable outcome. Hazards are analyzed using the probability/severity matrix within this section (Table 5, Table 6, Table 7, and Table 8). The criteria listed in the severity and probability charts are intended to be guidelines only. Each hazard is unique. Therefore, in addition to the severity and probability charts, the Director of Safety and Training should also consider common sense, similar prior/existing hazards, historical data, and their professional experience when conducting the assessment. Hazards that are “unacceptable”, “undesirable”, or “acceptable with review by management” are entered into the Risk Register by the Director of Safety and Training. Hazards that are “acceptable without review” are not required to be entered into the Risk Register. The Director of Safety and Training is responsible for informing the South Bay Division Manager, and Transdev’s Accountable Executive of any hazard that is “unacceptable” or “undesirable”.

Table 5: Severity

Severity		
Description	Category	Criteria (worst likely credible outcome)
Catastrophic	1	Could likely result in death, permanent total disability, severe property damage or irreversible environmental damage.
Critical	2	Could likely result in permanent partial disability, injuries or occupational illness that may result in hospitalization, or reversible significant property/environmental damage.
Marginal	3	Could likely result in injury or occupational illness resulting in one or more lost work days(s), reversible moderate property/environmental damage.
Negligible	4	Could likely result in injury or illness not resulting in a lost work day, minimal property/environmental impact.

Table 6: Likelihood

Likelihood		
Description	Level	Specific Individual Item (Example of Frequency)
Frequent	A	Likely to occur frequently or continuously. (Weekly, 100K miles)
Probable	B	Likely to occur several times. (Monthly, 1 million miles)
Occasional	C	Likely to occur sometime. (Yearly, 10 million miles)
Remote	D	Unlikely but reasonable or possible to occur. (Decade, 100 million miles)
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced.
Eliminated	F	This level is used when potential hazards are identified and later eliminated.

Table 7: Hazard Assessment Matrix

Hazard Assessment Matrix				
	1 - Catastrophic	2 - Critical	3 - Marginal	4 - Negligible
A - Frequent	1A	2A	3A	4A
B - Probable	1B	2B	3B	4B
C - Occasional	1C	2C	3C	4C
D - Remote	1D	2D	3D	4D
E - Improbable	1E	2E	3E	4E
F - Eliminated	N/A	N/A	N/A	N/A

Table 8: Acceptability Levels

Acceptability Levels	
High	Unacceptable
Serious	Undesirable with management decision
Medium	Acceptable with review by management
Low	Acceptable without review

6.3 Safety Risk Mitigation

After a risk assessment has been conducted, the Director of Safety and Training will identify parties responsible for mitigating the hazard. The responsible parties are generally department heads, those most knowledgeable about the hazard (subject matter experts), or those with the most adequate resources to mitigate the hazard.

The following are common methods and processes responsible parties typically use to mitigate hazards:

- Eliminate hazards by repair/replacement;
- Eliminate hazards through design/change of service;
- Incorporate engineered features or devices;
- Provide warning devices, signage and alarms;
- Establish written policy and procedures to address the hazard;
- Implement training activities;
- Use of personal protective equipment (PPE); and
- Communication of hazard with employees, passengers, and general public

Responsible parties are required to update the Director of Safety and Training Manager. The Director of Safety and Training Manager is then responsible for updating Leadership within Transdev as well as recording the mitigation progress in the Risk Registry in Industry Safe. The Risk Registry is reviewed at the monthly COO Meetings with Contract Services and Transdev Leadership. The MTS Accountable Executive has the ultimate authority when deciding mitigations and the final assessment of a hazard. Hazards that remain at an unacceptable/undesirable level will continue to be monitored and revisited during the annual budget and capital improvement process.

7 Safety Assurance

7.1 Safety Performance Monitoring and Measurement

MTS and Transdev have established several activities to monitor operations and maintenance for compliance with procedures. These processes are also used to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. Non-compliance with procedures is generally addressed through counseling, training, and other management oversight activities. Insufficient procedures are addressed through safety risk management activities.

Transdev Management and Supervisors are responsible for upholding established policies and procedures covered in documents such as CBAs, employee handbooks, training manuals, bulletins, memos, California Vehicle Code sections, etc. Supervisors/Managers typically utilize direct observations, job briefings, facility inspections, radio communications, and investigations to determine compliance. Employees who are not compliant with these procedures may receive in-person counseling, written observation letters, re-training, and/or progressive discipline depending on the severity of the event and the employee's work record.

7.1.1 Investigations

All employees are required to immediately report safety related events to their direct supervisor or the Bus Control Center/Radio room and complete a written accident/incident report. The Transdev Manager on duty is responsible for ensuring the appropriate response to the scene (dependent on available resources) and determining if a drug and alcohol test is required.

A Road Supervisor (RS) should be sent to the scene to investigate whenever a person is injured/claiming injury or there is a collision involving a bus or other mass transit vehicle. The RS will gather statements from persons involved/witnesses, collect insurance and other contact information, take photos of the scene, etc., and complete a written report.

Following the event, the Quality Assurance Supervisors will collect video from the bus camera system and facility camera system if available. The video is generally stored in either the camera system server or a shared network drive and preserved for at least one year after the event and may be stored longer as dependent on available storage space. The Director of Safety and Training will collect and review all information and forward all written materials to Transdev's Risk Department and/or Transdev's Safety Team).

Transdev's Safety Team is responsible for reviewing events involving: vehicle collisions, claims of injury, wheelchair ramp use, and certain braking events. The Safety Team is chaired by the Director of Safety and Training and also includes members from the Training Department and members from the Safety

Department. The Safety Team meets regularly and reviews all available information to determine preventability and any other causal or contributing factors. The Director of Safety and Training informs applicable management and other involved employees of the Safety Team's findings.

The Director of Safety and Training is responsible for entering safety related information in MTS's TransTrack Manager for tracking purposes and data analysis. The Director of Safety and Training is responsible for entering hazards that require management review and/or a decision by management (High/Serious/Medium risk levels) in Industry Safe for tracking the mitigation of hazards. The Director of Safety and Training is also responsible for reporting all safety related data (entered into TransTrack Manager as well as Industry Safe) to the South Bay Division Manager, MTS Administrative Staff overseeing the Transdev Contract and Transdev's Accountable Executive on a monthly basis. MTS Administrative Staff overseeing the Transdev Contract will provide a summary of the data to the COO on a monthly basis. The CSO is responsible for reporting applicable required information to the National Transit Database (NTD) on a monthly basis.

7.1.2 Drug & Alcohol Program

Transdev is a drug and alcohol-free workplace and has an established drug and alcohol policy that is compliant with 49 CFR parts 40 and 655. Every employee receives training upon initial hiring. Supervisor/managers receive two hours of additional training every two years that includes a minimum of 60 minutes on the effects of drug use and 60 minutes of training on the effects alcohol use and the agency policy. Drug and alcohol testing is conducted under the following circumstances:

- Pre-Employment;
- Reasonable Suspicion;
- Post-Accident;
- Random;
- Assuming Safety Sensitive Duties; and
- Return to Duty / Follow-Up

7.1.3 Driving Hours and On-Duty Time

Bus operators' schedules are assigned on a daily basis by an Operations Supervisor. The Operations Supervisor checks hours of service before scheduling upcoming work days. The following records for all bus operators are generated, tracked, and stored in the system:

- The scheduled assignment of all drivers including regular work days, day off work, overtime, vacations, holidays, absences, outside employment hours;

- The time the driver reports for duty each day;
- The time the driver is released from duty each day;
- The total number of hours the driver is on duty each day;
- The total scheduled driving time each day;
- The delay time at the end of each work piece; and
- The total time for the preceding seven days for drivers used for the first time or intermittently

Title 13 of the California Code of Regulations subsection 1212 and 1212.5 establish the following limits on commercial bus operating hours:

- Drivers must have at least 8 hours off between work shifts;
- Maximum 10 hours driving time per day;
- Maximum 15 hours of on duty time; and
- Maximum 80 hours of on duty time for any consecutive 8 days

In addition to state law, the applicable CBA establishes the following limits on scheduling and work hours:

- Drivers have at least 10 hours off between bid-in and scheduled work shifts; and
- Scheduled on-duty/spread work day limited to 12.5 hours.

7.1.4 DMV Pull Notice

Transdev enrolls all employees in the California Employer Pull Notice (EPN) program. The program is required for all commercial drivers as a means for employers to electronically verify and monitor driving records. Employees are enrolled upon hire and removed upon termination. Records indicate license type, expiration date, special certificates, endorsements, restrictions. Notices are also sent annually and when there is a change to license status including a ticket, accident, or suspension. MTS uses a web-based software solution company to manage the EPN program.

The Director of Safety and Training is responsible for monitoring the records of all Transdev commercial drivers and union employees. The Director of Safety and Training is responsible for notifying each department of status changes to the employee's eligibility to operate a bus or other vehicle. Each department is responsible for notifying the employee in their department of status changes, collecting documentation, and preventing them from operating a vehicle if they are not eligible to drive.

Transdev's Human Resources Department is responsible for checking a prospective employee's three (3) year driving record during the application and interview process. Transdev's Human Resources Department is responsible for

monitoring the records of all management employees who do not have a commercial license.

The California Highway Patrol (CHP) performs an audit of t Transdev's EPN program during the annual terminal inspection.

7.1.5 Customer Complaint Investigation

Customer complaints are managed overall by Support Services Department. Customers can submit a complaint by mail, in-person at MTS's and Transdev's administrative offices, through the call center, through the MTS website or through MTS's mobile application. All customer's comments or complaints are entered into the Customer Review Module in SAP. The comments then investigated by the responsible department. Investigation measures may include interviewing staff and/or collecting video if appropriate. Final resolution is handled by department managers. The findings of the investigation are then entered into the Customer Review Module.

7.1.6 Operator Evaluation

Transdev's Behind the Wheel Trainers (BTWs), Road Supervisors (RS), Safety Supervisors and Managers conduct both directed and random ride evaluations that monitor a driver's performance while in revenue service. Evaluations are performed 7 day, 30 days, 45 days, and Quarterly, after operators are released into revenue service. The above-mentioned staff members complete a two-page "Operator Evaluation Form" report for each ride. The report includes; Meets Expectations, Needs Improvement or N/A check boxes and comment fields for various categories (Table 9).

Table 9: Operator Evaluation Categories

Operator Evaluation Categories		
Pre-Trip Inspection	Turning Skills	Engine/Transmission Skills
Preparing To Drive	Intersections	Hill and Mountain Driving
Passenger Management	Braking	Post-Trip Inspection
Radio Procedures	Passenger Pick up/Drop off	Professional Appearance
Defensive Driving	Railroad Crossing	
Backing Skills	Wheelchair Procedures	

The report is verified by the Safety Supervisor and/or The Director of Safety and Training, and emailed to the Employee's direct Supervisor for appropriate

disciplinary action if deemed necessary. Coaching and/or retraining is conducted by the Safety and Training Department. The Division Managers are responsible for final resolution of the reports

7.1.7 Vehicle Pre-Trip Inspections

Pre-trip inspections are conducted in accordance with State and Federal law. Pre-trip inspections are completed by bus operators in the bus yard before the bus goes into revenue service. The pre-trip inspections also occur when bus operators make a relief on the road (excluding air brake test).

7.1.8 Vehicle Preventative Maintenance

Preventative maintenance and inspection is carried out at a minimum in accordance with the Original Equipment Manufacturer (OEM) recommendations. This process occurs based on miles and varies in the complexity based on the mileage interval. Inspections include:

- Brake inspection;
- Lube and oil filter;
- General inspection;
- Wheelchair ramp;
- Air conditioner;
- Electrical;
- Cooling;
- Compressed Natural Gas (CNG) and fire suppression;
- Farebox;
- Transmission; and
- Differential and diaphragms

All inspections are documented and kept for the life of the vehicle. Specific details on the preventative maintenance program are explained further in the Maintenance Manual that is maintained by the Maintenance Department. The California Highway Patrol (CHP) conducts an independent audit of the preventative maintenance program annually.

7.1.9 Internal Safety Reporting Programs

The Director of Safety and Training routinely reviews safety data from various sources including: employee safety reports, safety meetings, the employee reporting program, customer service complaints, OSHA logs, and other safety communication channels that track safety performance information. The Director of Safety and Training will review and assess the data, conduct further investigations, and use established safety risk management process as needed to ensure safety risk mitigations are effective.

7.2 Management of Change

Changes that may introduce new hazards or impact the agency's safety performance are assessed through various processes. These changes include but are not limited to:

- Procurement of new goods/equipment;
- Changes to route design and special event detours;
- Operations/Maintenance procedure changes;
- Introduction of new technology;
- New regulatory requirements;
- Changes to operating environment including city/regional planning;
- Design and construction of capital projects; and
- Organizational changes

If management determines that a change may impact safety performance, the proposed change should be evaluated using the Safety Risk Management Process, which includes hazard identification, risk assessment, and risk mitigation. Any change that may introduce new hazards to the system should include the safety department. Please refer to the Safety Risk Management section of this document or contact a member of the safety department for more information regarding this process. If the safety department is not consulted and engaged during the decision-making process of the change, the project manager or individual who is approving/implementing the change is responsible for ensuring adequate safety risk management is conducted prior to making any changes.

7.3 Continuous Improvement

MTS establishes Safety Performance Targets, Key Performance Indicators and PIP goals annually. These goals are tracked and reported on a monthly and annual basis. The CSO meets with the CEO, COO, executive management and other key staff regularly to review and evaluate the agency's performance. Any identified deficiencies are addressed with a plan, under the direction of the Accountable Executive or their designee.

8 Safety Promotion

8.1 Safety Communication

Management promotes and communicates safety performance throughout the entire organization. This communication includes information on hazards and safety risk relevant to employees' roles and responsibilities. Employees are also informed of safety actions that are taken in response to reports submitted through the safety reporting program. The methods of communication include but are not limited to:

- Training Activities;

- Safety Committee;
- Meetings;
- Handbooks;
- Policies;
- Memos;
- Bulletins;
- Newsletters;
- Company Intranet;
- Job Briefings; and
- Department Information Monitors

8.2 Competencies and Training

8.2.1 Director of Safety and Training - Training Program

The Director of Safety and Training participates in the Voluntary Bus Safety Certification Program as outlined in 49 CFR Part 672. This training includes the following courses:

- SMS Awareness;
- SMS Safety Assurance;
- SMS Principles for Transit;
- Transit Bus System Safety;
- Fundamentals of Bus Collision Investigation; and
- Effectively Managing Transit Emergencies.

The Director of Safety and Training also includes:

- Drug and Alcohol;
- Harassment Prevention; and
- Management Development

8.2.2 Servicer Training Program

All servicers complete a comprehensive training program. This program includes: Code of Safe Practices, CNG fueling procedures, electric bus charging, bloodborne pathogen control program, Spill Prevention & Control Program (SPCC), and Maintenance Department policies and procedures.

Servicer refresher training includes but is not limited to:

- SPCC annual refresher training
- Injury Illness prevention Program
- Maintenance Safety Handbook
- Blood borne Pathogen Program

- CNG Policies and Procedures
- OSHA Training
- Hazardous Energies Lockout/Tagout
- Haz-Com Globally harmonized system
- Behind the wheel evaluations
- Preventable accident remediation

8.2.3 Mechanic Training Program

All mechanics complete an Initial 48 hours of in-house classroom training to be completed in 4 to 5 weeks, followed by 1 to 1 ½ months of on-the-job training with a mentor depending on each Mechanics previous level experience and skill set. In addition to the above mentioned, mechanics also receive the training program outlined in the servicer training program. Mechanics also receive Hazardous Waste Operations and Emergency Response (Haz-Com GHS)) training as well as forklift certification.

Mechanic refresher training includes but is not limited to:

- SPCC annual refresher training
- Injury Illness prevention Program
- Maintenance Safety Handbook
- Blood borne Pathogen Program
- CNG Policies and Procedures
- OSHA Training
- Hazardous Energies Lockout/Tagout
- Haz-Com Globally harmonized system
- Forklift recertification every 3 years
- Behind the wheel evaluations
- Preventable accident remediation

8.2.4 Foreman and Maintenance Managers

Foreman and Maintenance Managers training includes, but is not limited to, the following:

- Drug and Alcohol;
- Harassment Prevention;
- Management Development;
- Toolbox training sessions;
- SPCC;
- HAZWOPER;
- Forklift recertification;
- Behind the wheel evaluations; and
- Preventable accident remediation.

8.2.5 Bus Operator Training Program

All bus operators complete a 176-hour training program prior to operating a bus in revenue service on their own. The training program is comprised of both classroom and behind the wheel driving. Operators are required to receive and maintain a class B commercial driving license, with a passenger and air brake endorsement. Operators are also required to have a valid medical certificate and Verification of Transit Training (VTT) certificate. Training topics includes, but are not limited to, the following:

- Bus operation and defensive driving;
- Destination signs;
- Radio communication;
- Customer service;
- ADA;
- Emergency procedures; and
- Route training

Bus Operator refresher training includes, but is not limited to, the following:

- VTT annual training;
- Accident remediation;
- Defensive driving;
- Conflict resolution;
- Policy and procedures; and
- Behind the wheel evaluations

8.2.6 Operations Supervisors and Managers

Supervisors and Transportation Managers training includes, but is not limited to, the following:

- Drug and Alcohol;
- Harassment Prevention;
- Management Development;
- VTT;
- CPR; and
- Preventable accident remediation



Acronyms

ADA	Americans with Disabilities Act
Caltrans	California Department of Transportation
CBA	Collective Bargaining Agreements
CEO	Chief Executive Officer
CHP	California Highway Patrol
COO	Chief Operating Officer
CSO	Chief Safety Officer
EH&S	Environmental Health and Safety
EPN	Employer Pull Notice
KPI	Key Performance Indicators
NTD	National Transit Database
OEM	Original Equipment Manufacturer
PIP	Performance Incentive Program
PPE	Personal Protective Equipment
PUC	Public Utilities Commission
SANDAG	San Diego Association of Governments
RS	Road Supervisor
SPT	Safety Performance Targets



APPENDIX B

Bus Safety Plan (Public Transportation Agency Plan pursuant to 49 CFR 673)



MTS Contract-Operator at Copley Park Maintenance Facility (CPMF)





First Transit Agency Safety Plan

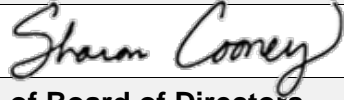

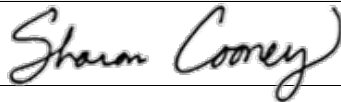
1. Transit Agency Information

Transit Agency Name	San Diego Metropolitan Transit System (MTS)		
Transit Agency Address	1255 Imperial Ave Suite 1000, San Diego CA. 92101-7490		
Name and Title of Accountable Executive	Sharon Cooney, CEO MTS		
Name of Chief Safety Officer or SMS Executive	Jared Garcia, Manager of Safety MTS		
Mode(s) of Service Covered by This Plan	Contracted Fixed Route Bus, Contracted Paratransit, Contracted Paratransit Taxi	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5310, 5337, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Directly Operated Light Rail, Directly Operated Fixed Route Bus, Contracted Fixed Route Bus, Contracted Commuter Bus, Contracted Paratransit, Contracted Paratransit Taxi		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No X	Description of Arrangement(s)
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	San Diego Metropolitan Transit System 1255 Imperial Ave Suite 1000 San Diego CA 92101		



2. Plan Development, Approval, and

Updates

Name of Entity That Drafted This Plan (Location Code)	First Transit: 55826	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
		7/30/2020
Approval by the Board of Directors or an Equivalent Authority	Signature of Board of Directors	Date of Approval
		7/30/2020
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
		7/30/2020

Version Number and Updates			
<i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
Original	All pages are original version	First Official version of Safety Plan	TBD

<p>Annual Review and Update of the Public Transportation Agency Safety Plan</p> <p><i>Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.</i></p> <p>This plan will be reviewed and updated annually during the month of January by the Chief Safety Officer. Proposed changes are reviewed with the Accountable Executive, Executive Management and Key Staff. The Accountable Executive will review and approve any changes, sign the updated plan, and then forward the plan to the Board of Directors for final review and approval. Updates to this plan may be made when there are:</p> <ul style="list-style-type: none"> Changes to: safety performance targets, safety management policy, safety risk management, safety assurance, and safety promotion;
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- Changes to: The Accountable Executive, COO, or CSO;
- Significant changes to service delivery;
- Significant changes to the organizational structure;
- New process/procedures are introduced that impact safety;
- Changes to available resources or priorities that support SMS; and
- Changes required by the Federal Transit Administration (FTA), California Public Utilities Commission (CPUC), California Department of Transportation (Caltrans), San Diego Association of Governments (SANDAG), etc. or other similar oversight agency.

MTS conducts an annual safety performance assessment in conjunction with the annual review. This assessment includes a review of the prior year's performance involving the Safety Performance Targets, Key Performance Indicators and applicable Performance Incentive Program (PIP) goals. The assessment may also include reviewing identified safety deficiencies, or other areas involving safety performance.

Updates made to the Bus Agency Safety Plan will be documented in the version number and updates of this plan.

At First Transit, review of safety practices is an ongoing process, not one limited to scheduled reviews. As policies/procedures and training techniques change throughout the year they are updated and communicated throughout the organization. All changes are reviewed and approved by the Senior Director of Safety and the Vice President of Safety – First Transit.

Prior to the beginning of each fiscal year, First Transit's Safety Plan is reviewed by Executive management and revised based on the safety data collected and analyzed, and changes to policies and procedures made throughout the year. The revised plan is then disseminated to San Diego location for implementation.

3. Safety Performance Targets

Safety Performance Targets

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. (Evaluated per calendar year.)

MTS may adjust performance targets over time, as data is collected and as SMS implementation matures. MTS performance targets for fatalities have been chosen to represent an aspirational goal. MTS performance targets for injuries, safety events and system reliability have been chosen to represent improvement over the current baseline safety performance levels (used previous two calendar years, CY-18, CY-19) (Table 4). The safety performance targets are evaluated for each calendar year (January 1 – December 31).

Definitions

Definitions are based on the 2020 NTD Safety and Security Policy Manual.

***Fatality** – Death confirmed within 30 days of the event (including suicides). Fatalities that occur because of illnesses or other natural causes (including individuals who are found deceased) are not reportable.*

***Injury** - Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. MTS reports each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.*



Safety Events – Collisions that meet NTD thresholds for injuries, fatalities, property damage, or evacuation; vehicle towed from the scene involving a transit revenue vehicle; fires; hazardous materials spills, acts of God; evacuations for life safety reasons; other safety events listed in NTD policy manual.

System Reliability - mean distance between major mechanical failures, is measured as revenue miles operated divided by the number of major mechanical failures.

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate) Per 100K	Injuries (Total)	Injuries (Rate) Per 100K	Safety Events (Total)	Safety Events (Rate) Per 100K	System Reliability (Rate) Per 100K
Fixed-Route	0	0	4	0.34	4	0.34	7,500
Demand Response	0	0	4	0.09	5	0.11	32,000
Taxi Contracted	0	0	1	0.09	1	0.11	32,000

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

Safety Performance Targets are made available to state of California including the Public Utilities Commission (CPUC), Caltrans, and the San Diego Association of Governments (SANDAG), MTS's Metropolitan Planning Organization (MPO), to aid in the planning process. Coordination with these agencies, in the selection of safety performance targets is accomplished to the maximum extent practicable. MTS officially transmits its targets in writing to the State and MPO following the annual review and certification. This transmission will take place in February of each year.

Targets Transmitted to the State ¹	State Entity Name	Date Targets Transmitted
	California Public Utilities Commission (CPUC)	See Footnote 1
	California Department of Transportation (Caltrans)	See Footnote 1
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	San Diego Association of Governments (SANDAG)	7/7/2020

¹ Although MTS has offered to share Bus Safety Performance Targets with CPUC and Caltrans, both have stated it is not necessary to send Bus Safety Performance Targets for their review. As required per 49 CFR 673.15, MTS will coordinate and share Bus Safety Performance Targets with state entities to the maximum extent practicable



4. Safety Management Policy

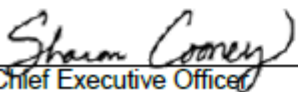
San Diego Metropolitan Transit System Safety Management Policy Statement

The San Diego Metropolitan Transit System (MTS) has established this Safety Management System Policy Statement to emphasize its overall commitment to the safety of our passengers, our operators, our staff and the general public. This Safety Management System Policy Statement provides direction for MTS's safety program, which applies to every facet of MTS operations.

The management of safety is MTS's highest priority. MTS is committed to safety throughout the entire organization, from the Board of Directors to the front line employees.

MTS will ensure that all transit service delivery activities take place under a balanced allocation of organizational resources to achieve the highest level of safety performance and meeting established standards. MTS is committed to developing, implementing, maintaining, and constantly improving our processes. As evidence of our commitment to safety, every MTS policy shall be guided by and every employee shall perform their duties in furtherance of the following safety goals:

- Supporting safety through the provision of appropriate resources that fosters a safety culture;
- Integrating the management of safety among the primary responsibilities of all managers and employees;
- Clearly defining managers and employees' responsibilities in relation to the performance of our safety management system;
- Conducting hazard identification and evaluating safety risks, which includes an employee safety reporting program, in order to eliminate or mitigate safety risks;
- Ensuring that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- Complying with, and wherever possible exceeding, legislative and regulatory requirements and standards;
- Ensuring that sufficiently skilled and trained employees are available to implement safety management processes;
- Ensuring that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are assigned only tasks for which they are adequately trained;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance by ensuring appropriate safety management action is taken and is effective; and
- Ensuring externally supplied systems and services that support our operations are delivered to meet our safety performance standards.



Chief Executive Officer
San Diego Metropolitan Transit System

July 30, 2020
Date



Chair of Board of Directors
San Diego Metropolitan Transit System

July 30, 2020
Date



At First Transit, safety is more than a policy statement. Management believes that working safely promotes quality, productivity, and profitability. Prevention of collisions and personal injuries is of critical importance to everyone. Management is committed to providing a safe workplace, the proper training, protective equipment, and a work environment conducive to safe practices and policies.

All employees are required to perform their duties safely and with concern for the safety of our passengers, other employees and the public. **First Transit will not perform any service, nor transport or use a product, unless it can be done safely.**

First Transit employs a company-wide safety concept, “**BeSafe**”. The main purpose of BeSafe is to reduce collisions and injuries by increasing the communications between employees and managers about safety related issues. As part of this process, employees of all levels are encouraged to initiate reports of any near miss, route and security hazards, or any unsafe condition. When a report about a safety or security concern is filed, it is investigated, which includes follow-up with the reporting employee regarding the resolution of the report.

First Transit will not retaliate against nor impose any other form of retribution on any employee because of his or her good faith reporting of a safety issue/concern, another person’s suspected violation of Company policies or guidelines, or any alleged violations of federal, state or local laws.

To ensure that each employee understands and performs their job functions in the BeSafe manner, the **BeSafe Handbook**, is issued to each employee and sized to fit in the safety lanyard or vest, which each employee must wear while on duty.

The **BeSafe Principles** provide the basic truths and fundamentals about working safely in our workplace and on our vehicles. All First Transit employees are expected to adopt these principles and put them into practice. Together a safe work environment is created, free from injury to each other and our passengers.

The motto for the BeSafe Principles is: “**Think Safe, Act Safe, BeSafe.**” This motto is each employee’s instruction to work safely at all times.

If an employee feels they cannot perform a task safely, they don’t perform the task. The employee has been trained and encouraged to stop work and immediately advise management of issues preventing them from working safely and what would be required to perform the task safely.

The BeSafe Principles include:

- **Prevent injury to myself and others.**
 - Be aware of any hazardous condition or practice that may cause injury to people, damage to property, or the environment.
 - Use the BeSafe Handbook to record and report.
- **Perform all necessary safety checks and risk assessments of the work area and job to be performed before any work begins.**
 - Speak to management **before** work is started if unsure of the required safety and risk assessments.
- **Follow all safety procedures, signs and instructions.**



- If these are not understood, speak to management before work begins.

- **Keep work area clean and tidy at all times.**
 - Untidy areas could cause injury to the employee or their colleagues and waste time and energy.
- **Wear protective clothing and equipment (PPE) as required.**
 - Keep PPE in good working order, wear it correctly and ask for a replacement if it becomes damaged or unfit for use.
- **Use only the correct tools and equipment authorized and trained to use for the job.**
 - Check that they are in good condition before use and use them safely.
- **Only adjust and repair any piece of work equipment trained on and authorized to do so.**
 - Never modify any equipment that changes the designed use of the equipment or alters a safety feature.
- **Assess any load and capability to move it before lifting.**
 - Get help with any heavy or awkward items and follow the correct lifting techniques.
- **Report all injuries, incidents and near misses to management.**
 - Seek help immediately and first aid (if necessary).
- **Tell management of any suggestions to prevent injuries in the workplace**
 - Note suggestions made and discuss with management.

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.

Communication of Local Safety Concerns

The Location Safety Manager is at the center of the local safety communication process and is responsible for compiling safety reports to include the following:

- Accident and injury data for previous month
- Security incident data
- Safety and security audit data and recommendations
- Safety Solutions Team (SST) meeting minutes
- BeSafe near miss and hazard reporting

This person reports directly to the Location General Manager (LGM) and routinely meets formally with the LGM, one-on-one, to provide updates on safety issues, safety priorities, and hazard management. The Location Safety Manager (LSM) also meets informally with the LGM to provide updates on safety issues on an as-needed basis.

The Location Safety Manager also participates in the Safety Solutions Team (SST) meetings to discuss safety priorities, safety issues, and hazard management, and to communicate safety-related information across all departments.

- The LSM and the LGM have the authority to correct or suspend work for conditions determined to be unsafe, or pose a hazard to customers, employees, contractor employees, the general public,



or endangers the safe passage of vehicles, until the unsafe condition or hazard can be mitigated or corrected.

The Region Safety Managers also conduct regular internal reviews of local operations. They are to ensure that each location is audited at least every two to three years, with high risk locations audited annually for compliance using the risk-based **Location Safety Review**.

Location Safety Review	
Category	Description
Scope of Safety Reviews	First Transit locations are selected based upon risk-based criterion. Individual locations receive a review every 2-3 years
Risk-Based Selection Criterion	Locations selected based on declining 3-year reviews; sites with new location managers; high collision/injury Accident Frequency Rate (AFR); prior year failing score
Review Format	More narrow and focused audit template which includes a balance of compliance assurance as well as location-specific risks and safety performance.
Findings and Follow-Up	<p>Action plans are developed in conjunction with location staff and use a red/yellow/blue/green method to prioritize. All action items are entered, and incomplete action items are tracked within the Safety Toolbox.</p> <div> <div>Strong</div> <div>Highly Effective</div> <div>Some Improvement Needed</div> <div>Much Improvement Needed</div> </div>
Escalation Process	Items requiring escalation to Senior Director of Safety/Vice President of Safety – First Transit remain intact. Through the use of Safety Toolbox, unresolved actions are designed to escalate to the Location General Manager/Region Safety Manager.



Visibility

Review results and action items are routinely shared with the Location General Manager/Region Safety Manager/Executive Management. This is augmented by the escalation process for unresolved action items as noted above.

Corporate Communication of Safety Concerns

Executive Safety Meetings are routinely held where each department discusses their concerns and progress in the area of safety and safety related concerns. Recommendations are considered, and necessary changes implemented. All complaints by departments are addressed immediately.

Minutes from the Executive Safety meeting are distributed to and posted at each location. Action items are addressed at the following meeting.

Executive safety meetings are conducted in the following formats.

First Group Executive Safety Committee (ESC)

- Consists of President, COO, and Safety Vice President of each operating group
- Discussions include safety performance, trend analysis, program oversight

First Group Safety Council

- Consists of Vice Presidents of Safety for all operating divisions
- Discussions include safety performance, trend analysis, and safety oversight

First Group America Safety Council

- Consists of Safety Senior Directors and Safety Vice Presidents
- Discussions include safety performance, trend analysis, best practices, and program oversight

Performance Review Management (PRM)

- Consists of Senior Region Vice Presidents, Region Vice Presidents, Region Directors of Operations, Region Director of Maintenance, Region Directors of Safety and Region Safety Managers
- Discussions include regions safety performance

Safety Advisory Committee

- Consists of a sampling of Location General Managers, Region Directors of Operations, Region Safety Directors and Region and Local Safety Managers
- Discussions include review of policy and procedures, training, and safety awareness



Authorities, Accountabilities, and Responsibilities	
Board of Directors	<p>The Board of Directors (Board) is responsible for setting policy for MTS, including Transit Services. The Board is required to approve the ASP initial document and all updates. At its regular meetings, the Board receives periodic safety briefings from Bus Operations. The Board has delegated agency management to the CEO, subject to various adopted Board policies and legal requirements.</p>
Accountable Executive	<p>The Board of Directors has designated the CEO as the Accountable Executive for the Agency. The Accountable Executive has ultimate responsibility for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout the Agency. These responsibilities include:</p> <ul style="list-style-type: none">• Establishing, implementing, and promoting the Safety Policy Statement;• Authority over financial and human resources;• Authority over all activities and operations;• Authority over final risk assessment ranking;• Authority over final mitigation(s) of hazards/unsafe conditions;• Briefing the Board of Directors; and• Responsibility for carrying out the Transit Asset Management (TAM) Plan. <p>The CEO has delegated the authority and the day-to-day responsibilities of the agency safety plan for Transit Services to the Chief Operating Officer (COO) of Transit Services.</p> <p>The COO reports directly to the CEO and is responsible for ensuring that SMS is effectively implemented and that action is taken, as necessary, to address substandard performance throughout Transit Services. These responsibilities include:</p> <ul style="list-style-type: none">• Implementing, and promoting the Safety Policy Statement;• Authority over financial and human resources within Transit Services;• Authority over all activities and operations within Transit Services;• Authority over the risk assessment ranking within Transit Services;• Authority over final mitigation(s) of hazards/unsafe conditions within Transit Service; and• Briefing the Board of Directors on SMS related activities within Transit Services, as requested by the CEO. <p>The COO will support and encourage an open dialogue between the Chief Safety Officer and the CEO.</p>



Chief Safety Officer or SMS Executive	<p>The Chief Safety Officer (CSO) is the Manager of Safety for Transit Services. The CSO has a dual reporting role with the COO and the CEO. As necessary to implement the Bus Agency Safety Plan and discuss relevant issues, the CSO has a duty and a right to report directly to and consult with the CEO. The CSO has independent and direct access to the CEO as needed regarding all safety related issues. The CSO has regularly scheduled safety briefings with the CEO and COO. The CSO also reports to the COO on a day-to-day basis. The CSO is responsible for:</p> <ul style="list-style-type: none">• Developing and maintaining SMS programs including the Bus Agency Safety Plan;• Managing the Employee Reporting Program;• Performing analysis of incidents, trends, and causes and making recommendations to reduce or eliminate the potential for recurrence;• Assisting other departments with the development of training programs and procedures;• Managing the review and analysis of all accidents, incidents and safety events to determine preventability and any other causal or contributing factors;• Providing monitoring and follow-up with employees after preventable accidents;• Serving as the Chair of the Employee Safety Committee;• Coordinating with external emergency response agencies, including police, fire and emergency management agencies, regarding emergency response training, familiarization and review of emergency occurrences and Transit Services emergency preparedness plans; and• Managing the Department of Motor Vehicles (DMV) Pull Notice Program and assuring all licenses, permits and certifications are in compliance.•
MTS Executive Management Leadership and Key Staff	<p>Manager of Paratransit and Mini Bus</p> <p>The Manager of Paratransit and Mini Bus directly reports to the COO and is responsible for:</p> <ul style="list-style-type: none">• Organizing, developing, planning and directing all of MTS' Paratransit and Mini Bus functions and ensuring alignment of these functions with the goals and critical business outcomes of MTS• Manages the MTS Americans with Disabilities Act ("ADA") Paratransit program, and ensures full compliance with ADA regulations with respect to operations, client certification, call center operations and revenue service.• Manages the fixed route "Mini Bus" program and oversees the operations and management contract between MTS and the service provider(s).• Prepares operating and capital budgets, monitors service performance, conducts community outreach, represents MTS on disabled advocacy and transportation committees, and evaluates existing and proposed transit services.• Serves as the primary contact for paratransit and minibus service and consultant contracts.

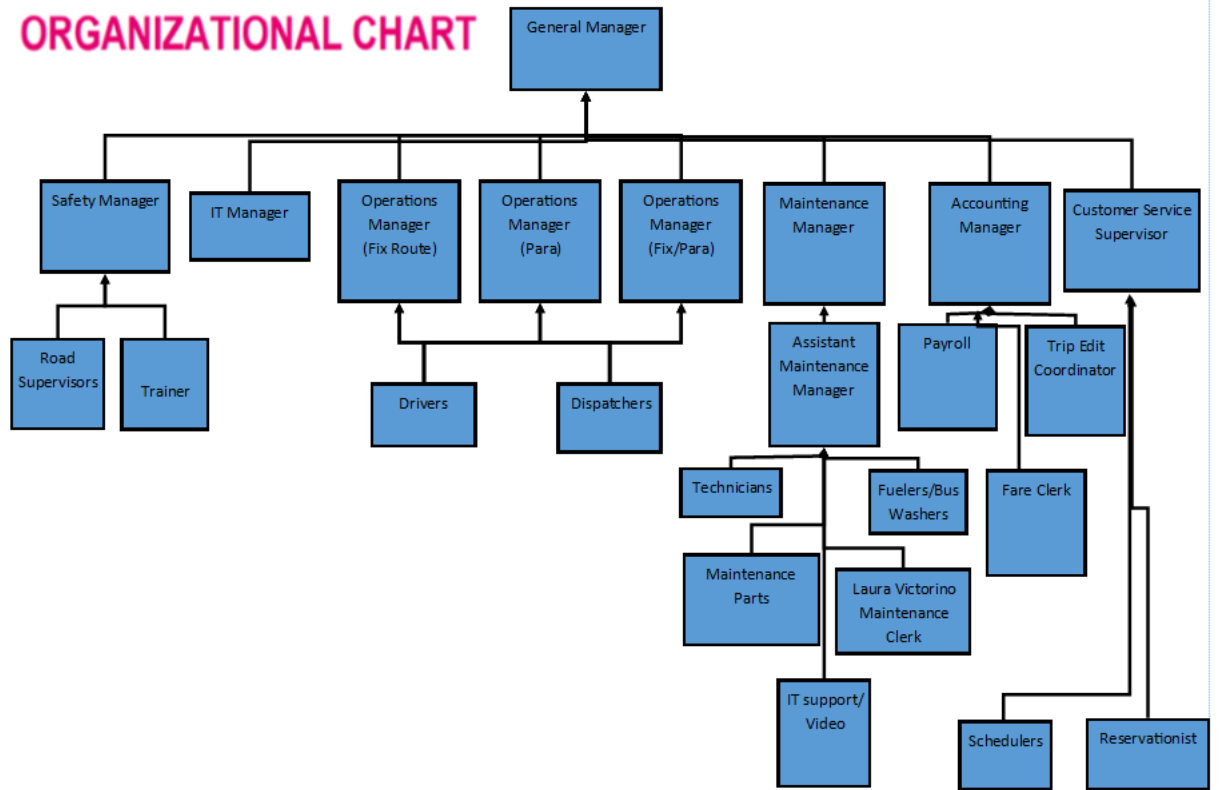


	<p>Supervisor of Paratransit and Minibus</p> <p>The Supervisor of Paratransit and Minibus directly report to the Manager of Paratransit and Minibus and is responsible for overseeing the MTS Fixed Route Minibus and Paratransit contract at the Copley Park Division. The Supervisor of Paratransit and Minibus is responsible for overseeing Contractors efforts in:</p> <ul style="list-style-type: none">• Implementing, promoting and monitoring compliance of the Safety Plan;• Mitigation(s) of hazards/unsafe conditions within the Copley Park Division;• Analysis of incidents, trends, and causes, as well as recommendations to reduce or eliminate the potential for recurrence;• Post-accident review and reporting;• Coordinating with external emergency response agencies, including police, fire and emergency management agencies, regarding emergency response training, familiarization and review of emergency occurrences and Contractor's Transit Services emergency preparedness plans; and• Providing monthly progress reports, as well as statistical and analytical support data
<p>First Transit Executive Management Leadership and Key Staff</p>	<p><u>Region Staff</u></p> <ul style="list-style-type: none">• Senior Vice President: Works closely with the region staff to ensure quality service at the location. He ensures that the location adheres closely to First Transit's safety mission and vision.• Region Vice President: is responsible for making certain all region management members to maintain quality service and client satisfaction. He provides direction and assistance to location managers, including P&L, budgets, and personnel He is responsible for hiring and training new managers at the location.• Region Director of Operations: is responsible for overseeing daily operations, system performance, location safety, budget preparation, and location staffing levels.• Region Safety Manager: The Region Safety Manager ensures management services are provided according to policies, as well as maintaining quality and client satisfaction, and that the location has the current safety programs in place.• Region Director of Maintenance: provides oversight, technical assistance, training, and "best practices" for the location. <p><u>Location Staff</u></p> <ul style="list-style-type: none">• General Manager: Participates fully with the client to ensure the operation is running effectively and acts as mediator when safety related problems arise. The GM is also responsible for ensuring implementation of the National Safety Program.



- Operations Manager/Assistant General Manager: Supervises the day-to-day operations of Access, MiniBus and the SVCC operations. Other important roles include team building, training, client relations, and employee relations.
- Safety Manager: The SM routinely is in contact with the operation and is responsible for ensuring their locations have the current safety programs in place; auditing local safety efforts; reviewing all accident and injury claims; reviewing safety statistics; and coordinating corporate assets to address specific deficiencies found on the local level.
- Accounting Manager: Responsible for financial oversight such as budgeting, accounting and payroll. Implements policies and procedures related to accounting, budgeting, payroll and fare collection.
- IT Manager: Reviews drivers' pre- and post-trip inspections from the night before, looking for technological issues. Responsible for all IT-related functions including setting up new user accounts, maintaining fare box technology, maintaining Apollo technology and installations on new vehicles, and system trouble-shooting.
- Maintenance Manager: Provides oversight of maintenance functions, carefully monitoring maintenance standards, departmental efficiencies, and maintenance training programs. He ensures that all scheduled and unscheduled vehicle repairs and general maintenance at the facility are completed on time.
- Operations Manager Paratransit: Responsible for instituting new policies and procedures to ensure safe, cost effective, on-time performance of the Access operation. Bill is also the point of contact for the investigation and documentation of customer complaints for MTS Access.
- Operations Manager Fixed-route: Manages the day-to-day operations of MTS MiniBus/SVCC, instituting new approaches and procedures to ensure safe, cost-effective, and on-time performance of the MiniBus/SVCC operations.

ORGANIZATIONAL CHART





Additional Accountability (Local Staff Responsibility)	<p>To ensure safety responsibility and accountability throughout the organization from local operations to corporate management, First Transit uses the following Safety Responsibility and Task Matrix. Responsibilities are assigned at the local level.</p> <p>The responsibilities and tasks are assigned to Maintenance, Operations, or Human Resources and the responsible person for each is identified for each First Transit location.</p> <p>This process ensures that the pertinent safety items are covered, and that each person knows his or her areas of responsibility.</p>					
	Safety Responsibility and Task Matrix					
	Responsibilities and Tasks	OPS	MNT	HR	OTHER	Responsible Personnel
	Establish annual safety objectives for submission to the GM at the beginning of each fiscal year				x	Safety Manager
	Submit a report on the safety performance at the end of each fiscal period				x	Safety Manager
	Submit the following: period operations and safety data; accident and incident reports; and site safety review results				x	Safety Manager
	The GM or their designee has the authority to direct that work or conditions have been determined to be unsafe or pose a hazard to customers, employees, contractor employees, the general public, or endangers the safe passage of buses be suspended or restricted until the unsafe condition or hazard can be mitigated or corrected	x				Operations Manager
	Management of system safety, occupational health				x	Safety Manager



		and safety, accident and incident investigation, environmental protection and monitoring the implementation of the Safety Management System (SMS) Program Plan					
		Review of all safety aspects of departmental procedures including: First Transit policies/instructions; Standard Operating Procedures; HR policies; safety and health policies	x	x	x	x	All Managers
		SMS Review and Modification				x	Safety Manager
		Safety Solutions Team Meetings	x			x	Operations and Safety
		Daily Safety & Health Walkthrough	x			x	Operations and Safety
		Safety related reports to external agencies				x	Safety Manager
		Near miss and route hazard report investigations	x			x	Operations and Safety
		Investigation of safety related trends				x	Safety Manager
		Coordination with United States and State Departments of Labor and Occupational Safety and Health Administration (OSHA)				x	Safety Manager
		Environmental Management Oversight				x	Safety Manager
		Hazard Management Process		x		x	Operations and Safety
		Managing Safety Validation of Change Process				x	Safety Manager



	Safety Data Reporting				x	Safety Manager
	Investigations				x	Safety Manager
	Advise to update SOPs, Rules, and Emergency Plans				x	Safety Manager
	Emergency Response	x	x	x	x	All Managers
	Fire Protection	x	x	x	x	All Managers
	Shop Safety Hazardous Tools Inspections		x			Maintenance
	Review Vehicle Maintenance and Failure Data		x			Maintenance
	Perform Vehicle Maintenance Inspections/Audits		x			Maintenance
	Training, Certification, Review, and Audit		x		x	Maintenance and Safety
	Personal Protective Equipment Review		x		x	Maintenance and Safety
	Hazardous Materials Management		x		x	Maintenance and Safety
	Drug and Alcohol Abuse Program				x	Safety Manager
	Procurement				x	Safety Manager

Meetings & Oversight	
CEO Safety Briefings	<p>The CEO, COO, and CSO meet on a regular basis to review and discuss monthly safety performance. These topics include but are not limited to:</p> <ul style="list-style-type: none"> • Accidents & Injuries • Hazard mitigation strategies • Training activities • Policy & Procedures • Committee meetings • Contract management • Project updates
Transit Services Executive	<p>The CSO and other agency leadership within Transit Services meet together on a weekly basis with the COO to review and discuss updates from each department. These topics include but are not limited to:</p>



Staff Meetings	<ul style="list-style-type: none">• Accidents & Injuries• Hazard mitigation strategies• Training activities• Policy & Procedures• Committee meetings• Contract management• Project updates
COO Meetings with Contract Services and First Transit Leadership	<p>The COO, CSO, and Manager of Paratransit and Minibus meet on a monthly basis with First Transit Leadership to review and discuss updates regarding safety performance, safety risk management, safety assurance, and safety promotion. These topics include but are not limited to:</p> <ul style="list-style-type: none">• Accidents & Injuries• Existing hazards and mitigation techniques• Training activities• Policy & Procedures• Committee meetings• KPI goals• Contract management• Project updates• Staffing levels
First Transit and MTS Contract Services Management Staff Meetings	<p>The Director of Safety and Training and other leadership within First Transit's Executive Management Staff, meet together on a monthly basis with the Manager of Paratransit and Minibus as well as other leadership within Contract Services to review and discuss updates from each department. These topics include but are not limited to:</p> <ul style="list-style-type: none">• Accidents & Injuries• Hazard mitigation strategies• Training activities• Policy & Procedures• Committee meetings• Contract management• Project updates• KPI goals
First Transit's Safety Solution Team (SST) Meeting	<p>First Transit's Safety Solution Team meets on the 2nd Thursday of each month. The team representatives are from Maintenance, Safety, Trainer, Operations Departments, Road Supervisors, Call Center, drivers and General Manager. The purpose of the SST is to: create, improve, promote and maintain a heightened safety culture within the organization; inform, educate and influence employees through awareness campaigns and training activities designed to prevent and reduce accidents and injuries; and to provide a forum for employees to actively participate in safety programs that address and resolve safety issues in a timely manner.</p>



First Transit's Claims Review Meetings	<p>First Transit Local and Regional team meet on a monthly basis. Topics include but are not limited to:</p> <ul style="list-style-type: none">• Open & recently closed claims• Workers comp claims• Litigation updates• Hazard mitigation strategies• Training activities• Policy & Procedures• Review trends• Create resolutions• Create action plans
Regional Safety Meetings	<p>First Transit Management meets with First Transit Regional Managers on a monthly basis. Topics include but are not limited to:</p> <ul style="list-style-type: none">• Open claims• Workers comp claims• Hazard mitigation strategies• Training activities• Policy & Procedures• Review trends and resolutions• Touch Points



Employee Safety Reporting Program

Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

First Transit is committed to conducting business with honesty and integrity. Employees are encouraged to speak up and raise questions and concerns promptly about any situation that may violate our safety protocols, policies and procedures, the laws, rules, and regulations that govern our business operations.

Employees are expected to tell others when witnessing unsafe work practices or conditions. When employees are not comfortable discussing these unsafe conditions with fellow employees, they are encouraged to discuss the situation with management or report it in writing.

However, where the matter is more serious, or the employee feels that management has not addressed the concern, or they are not comfortable reporting to their immediate manager, they can report it to the next level manager, or the Region Safety Manager or Human Resources Manager. Employees may also directly file a written or verbal complaint by calling the confidential Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534); contacting the Hotline intake site at ethicsfirst.ethicspoint.com; or emailing Compliance@firstgroup.com.

Retaliation against anyone who, in good faith, reports observations of unsafe or illegal activities; or who cooperates in any investigation of such report, is strictly prohibited and is not tolerated, regardless of the outcome of the complaint.

In other words, employees are protected for speaking up in good faith under this Policy. Any manager, or co-worker who retaliates against a complaining employee or anyone involved in an investigation of a complaint is subject to discipline and/or termination.

Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because of a reported safety related issue.





Reporting Options

Near Miss and Hazard Reporting

In the interest of employee and passenger safety, each First Transit employee is issued a “**Near Miss and Hazard Reporting**” pad for documenting and reporting safety, route, and security concerns; and is encouraged to report any near miss incidents and hazards.

If an employee is involved in a near miss or determines something they see to be a hazard, we ask for their help in reporting the event so we all may learn the lessons from it and perhaps prevent a collision or injury from occurring in the future.

Near miss: An event you witnessed where no harm was caused, but there was the potential to cause injury or ill health; a dangerous occurrence

Hazard: Anything that may cause harm in the near future

If the safety or security hazard requires immediate attention, dispatch is notified immediately. If immediate attention is not required, the employee is encouraged to submit the information to management by the end of their workday. Our managers then initiate conversations with employees about their observations of both safe and unsafe behaviors.

The employee’s contribution to the cause of the injury or collision is considered in disciplinary action, up to and including termination. If after analysis it has been determined that the incident resulted from an overt decision, disciplinary action is indicated. If not, then the appropriate counseling and/or training is indicated.

SOP #806 – Near Miss & Hazard Reporting describes the reporting process

Threatening or Suspicious Activity

First Transit encourages anyone who sees, hears, or learns of any conduct or statement that seems threatening or suspicious, and/or any weapons on company premises or in company vehicles, to immediately report such conduct or statement, either to his/her Supervisor or Manager, to the Human Resources Department, FirstGroup America Security, and/or to the confidential Ethics and Compliance Hotline at 1.877.3CALLFG, (1.877.322.5534), contact the Hotline intake site at ethicsfirst.ethicspoint.com, or email Compliance@firstgroup.com.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, employees should immediately call 911, local police, or other law enforcement.

Open-Door Policy

A workplace where employees are treated with respect and one that is responsive to their concerns is important to each of us. At First Transit, we recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a

The form is titled "Near miss and hazard reporting" and features the BeSafe logo in the top right corner. It includes fields for "Date / /", "Name", "Location", and "Observation(s)". There are checkboxes for "Near miss report" and "Hazard report". Below the observation field is a section for "Actions required" with multiple lines for text. At the bottom, there is a field for "Who is to complete the action(s)?" and checkboxes for "Contractor", "Employee", "Visitor", and "Other". The First Transit logo is in the bottom right corner.



job-related problem or concern is usually reached through a prompt discussion with an employee's manager. Each employee is encouraged to do so.

If the matter cannot be resolved with one's immediate manager, the employee may:

- Speak with their Location General Manager or Region Safety Manager who will attempt to facilitate a solution.
- If an employee is unable to resolve the matter through the management chain of command in their location, the employee may choose to speak directly to anyone in division management or Human Resources.

First Transit's Open-Door Policy also allows employees to voice their concerns anonymously.

- If an employee would like to submit an anonymous concern, they may contact the Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534), contacting the Hotline intake site at ethicsfirst.ethicspoint.com, or emailing Compliance@firstgroup.com.

This Open-Door Policy applies to every employee not covered by a collective bargaining agreement. It also extends to contractors and subcontractors.

In situations involving discrimination or harassment, employees should follow the Complaint Procedure described in the Discrimination, Harassment and Retaliation Reporting Procedure section of their First Transit Employee Handbook without fear of reprisal and should not follow this Open-Door Policy complaint process.

In situations requiring immediate attention, an employee may bypass the chain of command, which begins with his or her manager, and contact any level of management or Human Resources directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process.

- This may be done in person, by direct contact, phone call, letter, or email message or by utilizing the Ethics and Compliance Hotline. The Ethics and Compliance Hotline can be reached by calling 1.877.3CALLFG, (1.877.322.5534) or emailing Compliance@firstgroup.com.

Accidents/Incidents

First Transit finds accidents and incidents to be a very serious matter and a valuable learning opportunity to improve safety. **SOP #700 – Accident & Safety Data Acquisition and Reporting**, and the supporting **SOP's, 700a – Auto and General Liability Claim Form; 700b – Courtesy Card; 700c – Operator Incident Report**; ensure that the appropriate actions happen at the scene for the safety and security of First Transit passengers and employees; and that the appropriate data is collected to evaluate the incident, determine preventability and any other causal or contributing factors; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

Accidents

Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the employee must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, **SOP #700c – Operator Incident Report** and **SOP #700a – Auto & General Liability Claim Form**, must be completed by the Operator involved and location management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report. To help ensure that this deadline is met, employees are paid to complete the form.



Employees who fail to report an accident may be subject to disciplinary action up to and including termination.

Employees must provide transit management with any additional accident information immediately upon request.

Incidents

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch immediately; and require a **SOP #700a – Auto & General Liability Claim Form** to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch upon return to the yard.

The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes,
- Cut seats,
- Service delays,
- Passing up passengers,
- Insufficient or excessive running time in schedule,
- Overloads, etc.

If in doubt, immediately contact Dispatch.

Operators Witnessing an Accident shall notify Dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards

In the event of an accident or an incident, Operators must distribute **SOP #700b – Courtesy Cards** then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Duty to Report Wrongdoing

First Transit is committed to investigating all good faith claims of wrongdoing so that corrective action may be taken. To that purpose, First Transit encourages any employee, contractor or vendor to report wrongdoing or illegal acts to location management so long as they are not believed to be involved in the fraud, waste or abuse being reported. Management within First Transit ensures the matter is reported to Group Security and First Transit will investigate and take appropriate steps to correct the wrongdoing or potential violation.

Alternatively, reports may be made anonymously using the FGA Ethics & Compliance line at 1.877.3CALLFG, (1.877.322.5534) or by emailing Compliance@firstgroup.com. You may also contact the Healthcare Compliance Officer directly.

Self-Reporting

Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Duty to Report Law Enforcement Actions

Employees are required to report any arrests, indictments or convictions to their immediate manager or Human Resources immediately, but no later than prior to the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a



potential risk to the safety and/or security of our customers, employees, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

Operators and safety sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions

First Transit uses a tiered approach to determine possible disciplinary actions. Infractions that lead to disciplinary action are categorized into four categories;

- Class 1 – Dischargeable Offenses, the most serious and unacceptable behavior
- Class 2 – Serious violations of the First Transit performance code
- Class 3 – Secondary violations of the First Transit performance code
- Class 4 – Lesser violations of the First Transit performance code that may result in disciplinary action depending on the circumstances or repeated violations

Applying Disciplinary Actions

Although employment may be terminated at-will by either the employee or First Transit at any time in accordance with applicable law, without following any formal system of discipline or warning, First Transit may exercise discretion to utilize forms of discipline that are less severe than termination.

Whenever an employee is subject to discipline, the employee's work record, including violations occurring in the relevant time period, is reviewed before determining penalty. The chart below describes how disciplinary actions are applied.

Class of Infraction	Discharge	Suspension	Written Warning
1	1st Offense	-----	-----
2	2nd Offense*	1st Offense	-----
3	3rd Offense*	2nd Offense*	1st Offense
4	4th Offense*	3rd Offense*	1st & 2nd Offense*

*Within 12 months of first offense, 36 months for safety

Additionally, First Transit may use the following criteria to determine discipline specific to any type of traffic violation or preventable accident.



Major Offenses	Action
One violation	Discharge
Serious Violations	Action
One violation	Written warning
Two violations within any 36-month period	Discharge
Moving Violations	Action
Two violations within any 36-month period	Three-day Suspension
Three violations within any 36-month period	Discharge
Two violations within any 12-month period	Discharge
Preventable Vehicle Accidents	Action
One preventable accident	Written warning
Two preventable accidents within any 36-month period	Five-day Suspension
Three preventable accidents within any 36-month period	Discharge
Two preventable accidents within any 12-month period	Discharge

Details of First Transit's reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in the **First Transit Employee Handbook**.

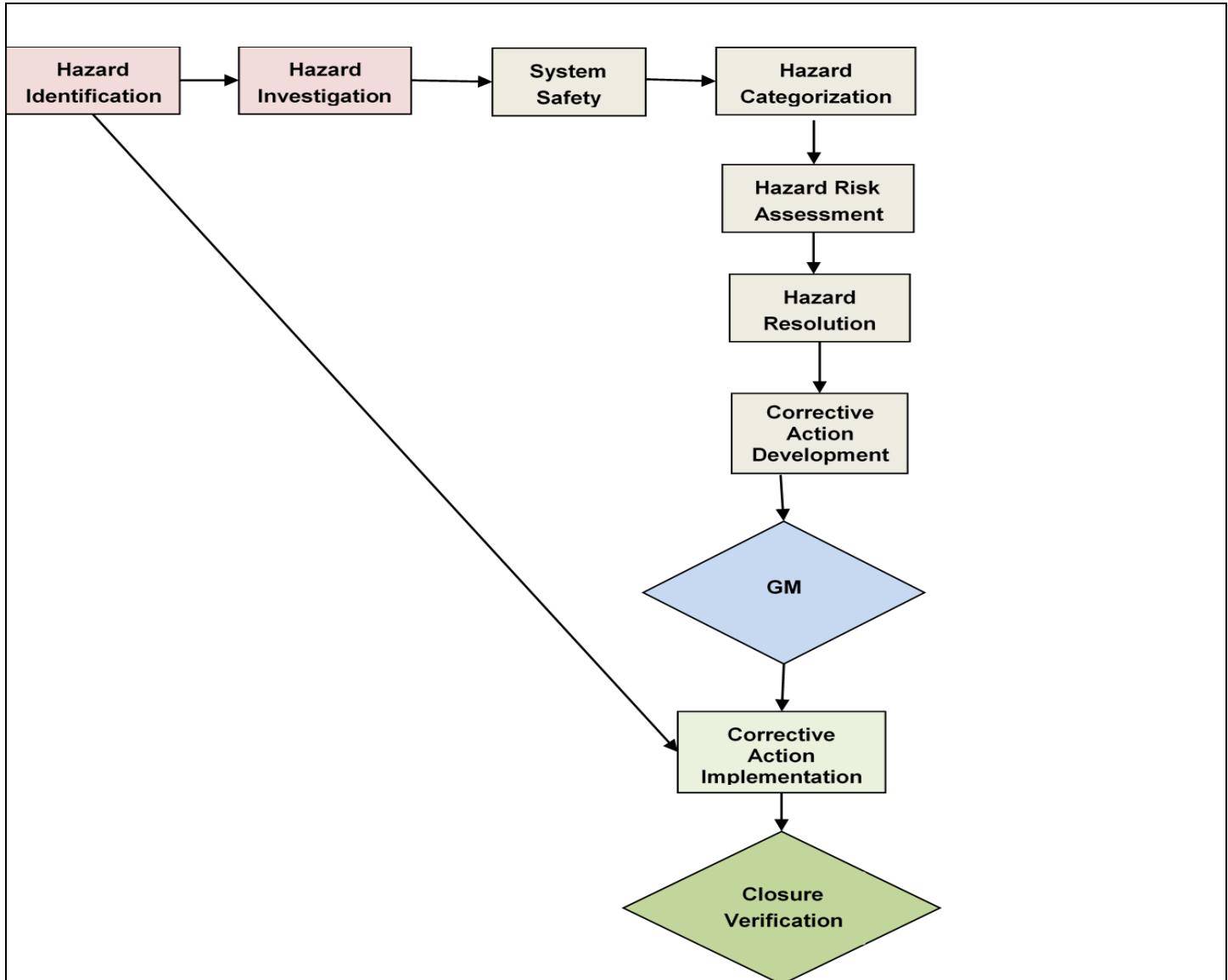
5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment*

Safety management is at the core of everything done at First Transit. All employees are responsible for performing their jobs in a safe manner, which includes identifying safety risks and participating in developing and implementing effective mitigation techniques. The process for managing hazards, from identification through corrective action and closure, is illustrated by the following flowchart.



As described earlier, a corporate structure exists to address all safety concerns. To ensure safety at the local levels, each location is required to form a Safety Solutions Team (SST), Accident Review Committee (ARC), and a Local Client Liaison Committee. To ensure consistency at each location, **SOP's #803; #803a; #803b Safety Solutions Team**, and **SOP #702 – Accident Review Committee** describe the procedures which are to be followed in creating and operating a Safety Solutions Team and Accident Review Committee.

These groups are responsible for reviewing safety related accidents and incidents to determine culpability; identify the causes associated with each event; and develop mitigation measures to reduce the risk of the events occurring in the future. Having these groups at each location provides a way for employees to report safety risks in a timely manner and to teams that understand the conditions associated with each specific location. Additionally, the opportunity exists for more timely, appropriate, and effective mitigation measures.

Several tools are used by the Region Safety Managers, Region Safety Directors and the Senior Director of Safety to monitor the local risks and risk management. Among them are Safety Data Reports which outline



the monthly and Year to Date safety performance statistics. Also used is a Target & Goal Worksheet to track and analyze the data collected and to target reactive and proactive performance improvement measures.

Safety Hazard Identification

This process is a vital component in First Transit's efforts to reduce safety risks and improve overall delivery of service. Safety Hazard Identification data from internal sources such as employee reporting, customer feedback, maintenance records; and external sources such as the Federal Transit Administration and local oversight authority is used to implement immediate corrective actions and to proactively identify hazards and potential consequences before they cause future accidents or incidents.

The objective of hazard identification is to identify those conditions that can cause an accident or create an unsafe condition and determine possible consequences if the unsafe condition is not corrected. First Transit routinely analyzes records from our operation and external sources as they become available to identify accident causation based on history. Current traffic conditions are periodically analyzed, and management inspection of established prevention processes are routinely performed.

First Transit also takes an additional proactive step with its **SOP #208 – Safety Validation of Change** to identify hazards and consequences **PRIOR** to implementing any changes to operations.

First Transit relies on employees to assist in the hazard identification and resolution process. Working with the location safety personnel and through a structured process, employees help:

- Identify Critical Factors in Mitigation of safety risk
- Develop and Recommend an Action Plan
- Implement Action Plan
- Measure Performance Against Safety Objectives
- Monitor the Process
- Modify the Process
- Secure Outside Assistance (when needed)
- Audit for Compliance

Several tools exist for hazard identification. Among them are:

- **SOP #802 and #802a - Daily Safety & Health Walkthrough and Checklist**
 - A routine safety and health check walkthrough to promptly identify hazardous conditions at our facilities and notify employees of the hazards identified and mitigation measures to help protect them from personal injury.
- **SOP #804 - Positive Check-In Procedures & Reasonable Suspicion**
 - Positive Check-In procedures are to ensure our operators reporting to work are fit-for-duty.
- **SOP #900 – Facility Hazard Recognition Manual**
 - This Hazard Recognition Manual is intended to be a tool for recognizing potential hazards that may be present at First Transit facilities. Although it does not represent all conditions that could exist, the photos and narrative provide:
 - A reference guide for conducting safety inspections at a facility, and
 - A training document to educate and train employees to conduct effective safety inspections.
- **Vehicle Maintenance Risk Assessment**



- All employees who perform maintenance and repairs to vehicles within transit centers and bus yards or on road calls complete a risk assessment using **SOP #503a – Vehicle Maintenance Risk Assessment Form** prior to performing any work on a vehicle.
- The Risk Assessment process, **SOP #503 – Vehicle Maintenance Risk Assessment**, requires employees about to perform a maintenance task to confirm they possess the training, skills, knowledge, abilities, tools, and equipment to safely perform the task at hand. The assessment includes determining the following.
 - Are You Properly Trained to Perform the Task?
 - If Task Requires Lifting, Are Lifts Secured, Are Jack Stands Used Correctly?
 - Are You Wearing the Appropriate Personal Protective Equipment (PPE)?
 - Have You Performed the Proper Lock-Out/Tag-Out (LOTO) procedures?
 - Are You Aware of the Potential Risks of Performing this Repair?
- If the answer is “NO” to any of the above assessments the technician is to immediately contact their manager.
- **Pre-Survey Job Hazard Analysis**
 - Prior to beginning a job hazard analysis, a pre-survey of the working conditions, using **SOP #503b – Pre-Survey Job Hazard Analysis Form**, under which the job is performed is conducted to evaluate the general conditions. A few of the potential hazards being considered include:
 1. Are there tripping hazards in the job vicinity?
 2. Is the lighting adequate for work conditions?
 3. Are there explosive hazards associated with the job?
 4. Are there electrical hazards associated with the job?
 5. Are tools associated with the job in good condition?
 6. Is the noise level excessive (below 85-dba)?
- **Facility Parking Risk Management Assessment**
 - Inadequate turning areas, blind corners, uneven walking surfaces can all cause collisions or employee injury in parking areas. **SOP #501 - Facility Parking Risk Assessment** will help identify and prevent these types of collisions for both buses and personal vehicles.
 - The Location Manager must ensure compliance with all provisions of this SOP.
 - The risk of each facility is assessed as follows:
 - Annually
 - Unscheduled – Whenever a significant vehicle collision or a pedestrian strike occurs in the bus yard or on company premises
 - Start-up locations – Before operating out of the new location.
 - **SOP #501a – Facility Parking Risk Assessment Guide**, and
 - **SOP #501b – Facility Parking Risk Assessment Form** are tools to help with this assessment.

Accident/Incident Hazard Identification

Procedures exist and are followed regarding resolution of accidents and incidents and capturing data. Although this information is used proactively, First Transit takes advantage of these opportunities to determine which, if any hazards existed that may have contributed to the accident or incident and develop mitigation measures to reduce the risk of a recurrence.

There are five (5) main areas reviewed in this Hazard Identification process:

1. Environment

- a. Weather
- b. Road Surface Condition
- c. Visibility



2. Transit Service Characteristics and Agency Policies

- a. Incentives for Safe Driving
- b. Equipment Maintenance Policies
- c. Stop Intervals
- d. Route Design
- e. Driver Scheduling
- f. Passenger Demand Schedules

3. Operator

- a. Experience
- b. Physical Ability
- c. Personality
- d. Psychological Condition
- e. Physical Condition

4. Road Layout

- a. Width
- b. Speed Limit
- c. Geometric Design
- d. Traffic Volume
- e. Capacity
- f. Parking
- g. Adjacent Lane Use
- h. Street Lighting
- i. Pedestrian Volume

5. Hazard Identification – Accident Prevention/Resolution

- 1st: Identify the Hazard
- 2nd: Remove the Hazard
- 3rd: When the Hazard cannot be removed, Train for the Hazard as a “known condition”

▪ On-Board Video Technology

- **SOP #704 – On-Board Video Technology** provides a summary of the on-board video system and Company standards that all First Transit employees must follow when operating a company or customer vehicle equipped with onboard video technology.
- This technology is a valuable resource and another tool that helps First Transit instill positive driving behaviors by providing opportunities to view recorded driving events, driver history and company trends.
- The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining and, if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements.

Information learned from this identification process is used to improve training and reduce or eliminate the underlying causes.



Safety Risk Assessment

Once the hazard has been identified, they are categorized into the following severity levels. The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

Category 1 – Catastrophic: operating conditions are such that human error, design deficiencies, element, subsystem or component failure, or procedural deficiencies may cause death or major system loss.

Category 2 – Critical: operating conditions are such that human error, subsystem or component failure, or procedural deficiencies may cause severe injury, severe occupational illness, or major system damage.

Category 3 – Marginal: operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures.

Category 4 – Negligible: operating conditions are such that human error, subsystem, or component failure or procedural deficiencies will result in less than minor injury, occupational illness, or system damage.

The next step in assessing the hazard is to determine the probability of it occurring. Probability is determined based on the analysis of transit system operating experience, evaluation of First Transit safety data, the analysis of reliability and failure data, and/or from historical safety data from other passenger bus systems. The following chart describes the probability categories.

Likelihood Per FTA review guidance of Occurrence of a Hazard			
Description	Probability Level	Frequency for Specific Item	Selected Frequency for Fleet or Inventory
Frequent	A	Likely to occur frequently	Continuously experienced
Probable	B	Will occur several times in the life of the item	Will occur frequently in the system
Occasional	C	Likely to occur sometime in the life of an item	Will occur several times in the system
Remote	D	Unlikely but possible to occur in life of an item	Unlikely but can be expected to occur
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced	Unlikely to occur but possible

Identified hazards are placed into the following Risk Assessment Matrix to enable the decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

Hazard Frequency	Severity Category 1	Severity Category 2	Severity Category 3	Severity Category 4
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E



Based on company policy and the analysis of historical data, MTS and First Transit has made the following determinations regarding risk acceptance.

Hazard Risk Index	Criteria by Index
1A, 1B, 1C, 2A, 2B, 3A	Unacceptable
1D, 2C, 2D, 3B, 3C	Undesirable (Management decision)
1E, 2E, 3D, 3E, 4A, 4B	Acceptable with Management Review
4C, 4D, 4E	Acceptable without Management Review

Safety Risk Mitigation

Mitigation Determination

After the assessment has been completed, the follow-up actions will be implemented as follows.

- **Unacceptable:** The hazard must be mitigated in the most expedient manner possible before normal service may resume. Interim corrective action may be required to mitigate the hazard to an acceptable level while the permanent resolution is in development.
- **Undesirable:** A hazard at this level of risk must be mitigated unless the Location General Manager and Location Safety Manager issue a documented decision to manage the hazard until resources are available for full mitigation.
- **Acceptable with review:** The Location General Manager and Location Safety Manager must determine if the hazard is adequately controlled or mitigated as is.
- **Acceptable without review:** The hazard does not need to be reviewed by the management team and does not require further mitigation or control.

Hazard Resolution

Safety hazard resolution or mitigation consists of reducing the risk to the lowest practical level. Not all safety risks can be eliminated completely. Resolution of hazards will utilize the results of the risk assessment process. The objectives of the hazard resolution process are to:

1. Identify areas where hazard resolution requires a change in the system design, installation of safety devices or development of special procedures.
2. Verify that hazards involving interfaces between two or more systems have been resolved.
3. Verify that the resolution of a hazard in one system does not create a new hazard in another system.

The SST, who was identified earlier in this plan as the team responsible for local safety review, uses the following methodologies to assure that system safety objectives are implemented through design and operations, and hazards are eliminated or controlled:

1. Design to eliminate or minimize hazard severity. To the extent permitted by cost and practicality, identified hazards are eliminated or controlled by the design of equipment, systems and facilities
2. Hazards that cannot reasonably be eliminated or controlled through design are controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices.
3. Provisions are made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.



4. When design and safety devices cannot reasonably nor effectively eliminate or control an identified hazard, safety warning devices are used (to the extent practicable) to alert persons to the hazard.
5. Where it is impossible to reasonably eliminate or adequately control a hazard through design or the use of safety and warning devices, procedures and training are used to control the hazard.
6. Precautionary notation is standardized, and safety-critical issues require training and certification of personnel.

Mitigation of Safety Risk Management and Tracking

Resolution of identified hazards are managed by the Location General Manager and/or the Location Safety Manager. The mitigation of safety risk process is managed through the “**Safety Toolbox**”, which is an online tool used by management, from Road Supervisors to Executive Management, to record the occurrence of safety-related events, review safety critical data, and track corrective actions as necessary.

The Safety Toolbox is a powerful tool to help understand the work area’s safety environment. This includes:

- Understanding and improving observations of safety critical behaviors
- Reviewing recorded debriefs to ensure that the “BeSafe” process is in place and working.
- Reviewing findings from BeSafe tours and determine if tasks/actions have been closed out

The Safety Toolbox includes information regarding:

- BeSafe (BeSafe Debriefs, BeSafe Tours, BeSafe Touchpoints)
 - Debrief meetings conducted in order to assure quality.
 - Safety Critical Behavior is the main focus of touchpoints; and shared and discussed during debrief meetings.
- Contacts (e.g. Near Misses, Hazard reports, Commendation, Safety Issue)
 - **Near Misses.** Reporting an event that occurred and could have caused injury.
 - **Hazard Reports.** Reporting an event that occurred and could have caused injury.
 - **Commendation.** A report of commendable safety actions/conduct performed by a colleague within the business.
 - **Safety issues.** A report on any safety issue that has a specific cause – i.e. maintenance, housekeeping, environment and behavior etc.
- Safety Leadership Activities (e.g. Participate in safety meetings, risk assessment, section observation)
 - **Participation in a Safety meeting.** Actively leading or participating in the location in-service safety meeting.
 - **Intersection observation or risk assessment.** Risk assessment or driver observations conducted at nearby intersections, and delivery of positive reinforcement or coaching as indicated.
 - **Rail section observation or risk assessment.** Risk assessment or driver observations conducted at rail crossing(s), and delivery of positive reinforcement or coaching as indicated.
 - **Planned general inspections.** A systematic inspection where a location is forewarned.
 - **High interest driver.** A report of a driver's performance that has indicated a level of risk taking through observations, review scores, and skills evaluations.

Additional documentation, such as corrective action plans, are developed for those hazards requiring complex and multifaceted resolutions.

First Transit will provide MTS a monthly update on Safety Performance Goals, Collision and Passenger Injury Trends and updates of any Critical Events occurring during the month.



6. Safety Assurance

Safety Performance Monitoring and Measurement

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

As discussed in Section 1 of this plan, First Transit employs a Resident Management Team at each operation location. This team consists of a Location General Manager and a Location Safety Manager, who oversee the safety of the operation.

Additionally, each location employs Street Supervisors, Dispatchers, and Instructors; all of whom are responsible for oversight of the daily operations and training. All safety risks identified are reported to the Location General Manager and Location Safety Manager. Any risks that can be addressed immediately are corrected but still reported. Each location also establishes a Safety Solutions Team (SST), described in Section 5: Safety Risk Management of this plan, which uses the following methodologies to ensure a proactive approach to safety at each location.

- Routine hazard management
- Accident and incident investigation
- Safety data collection and analysis
- Routine internal safety audits
- Facility, equipment, systems and vehicle inspections
- Routine proficiency checks for all vehicle operators and maintenance employees
- Compliance evaluations including onsite inspections
- Regularly communicating safety and hazard data to all employees

A higher level of oversight is conducted by Region management, which includes the Region Safety Manager, Region Safety Director, Region Maintenance Director, and the Region Vice President. From this level, any identified risks and mitigations are shared with other Region local operations as a proactive means to reduce risks.

The last “local level” review comes from the Vice President of Safety and the Vice President of Maintenance. These are corporate level positions that share the identified risks and mitigations throughout the organization as a proactive means to reduce risks. Additionally, the Vice President of Safety and Vice President of Maintenance assist executive level management in using this information to impact operational and budget decisions.

Describe activities to conduct investigations of safety events to identify causal factors.

First Transit has a “zero” tolerance for preventable injuries and collisions. Elimination of preventable injuries and collisions is our number one goal.

Any injury, collision or incident that occurs is investigated to determine preventability or non-preventability. Investigations include all instances in which:

- a vehicle was damaged
- a vehicle leaves the traveled roadway
- a passenger is injured or
- an employee is injured

SOP #700-Accident & Safety Data Acquisition describes the data collection process including



- Defining the Event & What to Do
- Accidents – Defining the Accident
- “Five Cardinal Rules That Apply to an Accident”
- Operator Responsibility
- Dispatcher on Duty Accident Investigation Responsibility

SOP #700 also describes the Operators and the Dispatchers responsibilities for protecting the customers and managing the scene.

The groups described in **SOP #702 – Accident Review Committee (ARC)**, and **SOP #803 – Safety Solutions Team (SST)**, review the data collected to determine if the accident/incident was preventable or non-preventable,(ARC); and identify measures to reduce the risk of the accident/incident occurring in the future (SST).

Describe activities to monitor information reported through internal safety reporting programs.

The Location Safety Manager (LSM) and/or Location General Manager (LGM) routinely reviews all location safety and hazard data, which includes searching for repetitive events that might have safety implications. When accident/incident reports and statistics indicate repetitive accidents/incidents, the LSM and LGM investigate to determine the root cause.

The following chart describes how the hazard data flows and is monitored by First Transit; from each operating location, to Region management, to corporate and parent company management.



Information Collected Daily	Location	Third Party Data Collected	Risk Dept	Safety Dept	Location	MTS
Collisions/ Injuries/ Workers Comp	Incident Occurs, claim report created, then sent to Third Party Data Collector via website, phone, fax.	Report received from Location.	Information from Third Party Data Collector created as weekly report then sent to Region Safety.	Weekly reports are reviewed and distributed for weekly management oversight conference calls.	Review data with Senior Region Leadership during weekly teleconference.	MTS Administrative Staff overseeing the First Transit Contract meeting with First Transit Management on a monthly basis; MTS Administrative Staff will provide a summary of the data to the COO on a monthly basis; The CSO is responsible for reporting applicable required information to the National Transit Database (NTD) on a monthly basis
	Risk Dept	Shared Services Dept	Region Safety Managers	Shared Safety Services Dept		
Collisions/ Injuries/ Workers Comp	Send all raw risk data gathered from weekly reports to the Shared Safety Services Dept.	Reorganizes raw data regionally then distributes to Region Safety Dept.	Review period data and distribute to locations.	Develops company, region, and location specific performance measures and distributes through Target & Goal Spreadsheet.		



Period Data Analysis								
	Shared Services Dept	UK	Safety Dept	First Group Executive Safety Committee (ESC)	First Group Safety Council	First Group America Safety Council	Performance Review Management (PRM)	Safety Advisory Committee
Collisions/ Injuries/ Workers Comp	Final reports sent to UK and Directors of Safety for each business group.	Processes data; analyzes; creates reports; categorizes risk factors; and gathers commentary from First Group companies for trend analysis.	Processes data; analyzes; creates reports; categorizes risk factors; and creates commentary for trend analysis.	This committee consists of President, COO, and Safety Vice President of each operating group. Discussions include safety performance, trend analysis, program oversight.	This committee consists of Vice Presidents of Safety for all operating divisions. Discussions include safety performance, trend analysis, and safety oversight.	This committee consists of Safety Senior Directors and Safety Vice Presidents. Discussions include safety performance, trend analysis, best practices, and program oversight.	This review consists of Senior Region Vice Presidents, Region Vice Presidents, Region Directors of Operations, and Region Safety Managers. Discussions include regions safety performance.	This committee consists of Location General Managers, Region Directors of Operations, and Region and Local Safety Managers. Discussions include review of policy and procedures, training, and safety awareness.

Management of Change

Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.

First Transit employs a proactive process, **SOP #208 – Safety Validation of Change**, that addresses the procedures to be followed to evaluate the risk of any changes proposed at all levels of the organization. The overall purpose of this process is to provide assurance that any proposed changes which impact operations will not increase safety risk; or where additional risk is identified, that controls are put in place **prior to the changes being implemented**.

Changes to organizational structure; the nature or extent of operations; or to facility or equipment assets; as well as mergers and acquisitions of new businesses are proactively managed through this process to avoid introducing or increasing safety risks.

- The resources required to complete the validation process, in terms of people, finance and materials is included in this validation process.
- The allocation of responsibilities considers the competence of the individuals that are required to carry out the safety validation roles.
- All employees who may be affected by the proposed changes are consulted as part of the process.

The extent and scope of safety validation applied to any change proposal is proportional to the risks (safety, operational, and other risks) associated with its introduction. *(For example, a major change, such as a reorganization of Region Executive roles and responsibilities or start-up of a large new bus operation, requires a more rigorous safety validation than a minor change.)*

In the case of smaller, less complex or well understood changes, the safety validation of change process may be implemented as part of normal operations, using existing organizational arrangements and meeting structures to deliver the required level of assurance.

The process is generally described in the following chart.

Safety Validation of Change Process			
Main Steps	Key Activities	Checklists & Guidance	Completed By
1. Identify Proposal for Change	<ul style="list-style-type: none"> • Raise change proposal (including Capital Expenditure Approval) • Inform relevant functional Director(s) and Manager(s) 	<ul style="list-style-type: none"> • Complete SOP #208a – Safety Validation of Change Form, Section A1 	Change proposer

2. Determine Classification of Change Significance	<ul style="list-style-type: none"> Classify level of safety validation required Ensure the extent and scope of validation is proportional to the level of risk 	<ul style="list-style-type: none"> Complete SOP #208a – Safety Validation of Change Form, Section A2 	Category A: Group Safety Director Category B: Divisional head of Safety Category C: Location head of Safety
3. Allocate Roles & Responsibilities	<ul style="list-style-type: none"> Formally allocate change sponsor and change authorizer Identify other required resources and roles for consultation 	<ul style="list-style-type: none"> Complete SOP #208a – Safety Validation of Change Form, Section A3 	Change proposer (with guidance)
Submit Change Proposal Form			Change proposer
Decide whether safety validation should proceed			Change proposer
4. Prepare Safety Validation of Change Case	<ul style="list-style-type: none"> Prepare safety validation documentation Complete risk assessment of proposed change Submit for review Revise and finalize documentation 	<ul style="list-style-type: none"> Complete risk assessment and document findings Complete Safety Validation of Change as described in SOP #208 – Safety Validation of Change Complete SOP #208a – Safety Validation of Change Form 	Change proposer
Submit Safety Validation Checklist with supporting documentation			Change proposer
Approve and Implement, or Reject Change			Change authorizer (or delegated representative)
5. Monitoring and Review	<ul style="list-style-type: none"> Monitor implementation of change and safety performance 	<ul style="list-style-type: none"> Check compliance as part of Region Safety Monitoring Review effectiveness 	Location Safety Manager Corporate Safety Management



		<ul style="list-style-type: none"> Review performance process 	of the process as part of Region oversight	Vice President of Safety - First Transit
<p>Changes proposed at the Corporate level typically have an impact on the Region and Local levels. To ensure the risks associated with any change consider all levels of the organization, each level must complete SOP #208 – Safety Validation of Change as part of the process to ensure specific safety concerns have been identified and addressed.</p> <p>Similarly, changes proposed at the Region level will typically have an impact on the Local level. Consequently, the Local level must also complete SOP #208 – Safety Validation of Change as part of the process to ensure specific safety concerns have been identified and addressed.</p> <p>Additional responsibilities in the Safety Validation of Change process include:</p> <ul style="list-style-type: none"> The Region Safety Management team provides safety expertise/support to those carrying out the safety validation. The Senior Director of Safety: <ul style="list-style-type: none"> Reviews and approves each Region's safety validation of change process Decides on the level of safety validation required (consulting with other functional heads as necessary) for Category A changes Is consulted on any Category B change proposal Provides safety expertise/support to Region Safety Managers and Vice President of Safety – First Transit during safety validation activities as required. Provides safety expertise/support to those carrying out the safety validation for Category A changes. <p>An electronic log of all proposed changes, whether approved or not, are maintained by the Region Safety Director.</p> <p>Communication of changes to policies/procedures regarding safety issues comes from Executive Leadership. This information is then carried down through the Vice President of Safety – First Transit, Senior Director of Safety, Region Safety Directors, Region Safety Managers, Location General Managers, Location Safety Managers, and employees. Notification to the client is communicated through the Location General Manager.</p>				
<p>Continuous Improvement</p> <p><i>Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.</i></p> <p>The process described previously in this section for monitoring safety data incorporates continuous improvement. As safety risk is identified, then reported on, a determination is made as to whether the risk can be mitigated immediately or requires more time and resources.</p> <p>Risk mitigations that can address the safety concerns immediately are carried out but still reported. The reporting of these concerns includes the mitigation steps that have been taken. Monitoring of the risk continues to ensure that the mitigation strategy is effective.</p> <p>Section 5 of this plan, Safety Risk Management, describes the risk assessment and mitigation procedures used that determine how to proceed with improvement strategies that require more time and resources.</p>				



Which improvement strategies to implement for longer term issues is based on severity and probability of risk occurrence. Additionally, safety hazard identification data is used to implement immediate corrective actions and to proactively identify hazards before they cause future accidents or incidents.

The objective of hazard identification is to distinguish those conditions that can cause an accident or create an unsafe condition. First Transit routinely analyzes records from our operation to identify accident causation based on history. Current traffic conditions are periodically analyzed, and management inspections of established prevention processes are routinely performed.

The Risk/Safety Data Flow Chart previously described in this section, illustrates how this information is shared throughout the organization.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

The education and training process at First Transit is a highly regimented and professionally developed program built around a curriculum featuring learning opportunities in two major domains:

- Knowledge (education)
- Skills (training)

Various delivery mechanisms such as classroom, multimedia presentations, closed course, observation and behind-the-wheel skills building are used to support the learning process. Learning is evaluated through written quizzes, driving tests and customer service skills evaluations.

Driver Instructors

Successful new operator training starts with selecting and certifying good instructors.

1. Classroom Instructor:

The classroom instructor is responsible for facilitating the classroom portion of New Operator Training. Classroom training requires the development of lesson plans.

2. Behind-the-Wheel Instructor:

The Behind-the-Wheel (BTW) Instructor is responsible for conducting closed course exercises and behind the wheel instruction. The New Operator Training program consists of instructional DVDs, which are accompanied by facilitator guides and participant study guides. The BTW Instructor uses the Operator Proficiency Workbook to document each trainee's progress.

**New Instructor Candidates can obtain certification as both a Classroom Instructor and a Behind-the-Wheel Instructor.*

3. Master:

The Master Instructor, along with the Regional Director of Safety and Region Safety Manager(s), is responsible for training the Safety Supervisors. The Master Instructor is also responsible for the certification programs for Behind-the-Wheel and Classroom Instructors and the ongoing Train-the-Trainer workshops.



Training the Instructor is a process by which a Certified Instructor works with the selected New Instructor Candidate. During this time, the Certified Instructor conducts a review of all state laws, First Transit policies and procedures, local policies, and client-specified programs and requirements.

The Certified Instructor also provides a review of the Behind-the-Wheel Manual, Classroom Manual, and all First Transit video-based courses.

In addition to the above training, the New Instructor Candidate must complete the Instructor Development Curriculum, which includes the following three self-directed courses:

1. How to Train
2. Coaching the Adult Learner
3. Learning Basics

There are three types of Instructor Certification:

1. Temporary
2. Certified
3. Master

1. Temporary (Silver)

Temporary certificates are issued at the local level. A temporary certificate is issued to a New Instructor Candidate upon successful completion of the New Instructor training program at his or her location, conducted by a certified trainer at that location. Certificates are issued throughout the year prior to the annual Train-the-Trainer program.

Temporary certificates are valid for one year, and one year only, from the date of issue. Temporary certification is accompanied by silver achievement emblems for Classroom, BTW or both.

To continue in the program, a New Instructor must obtain Gold Certification.

2. Certified (Gold)

The Certified Instructor certificate is issued to a New Instructor who has successfully completed the annual Train-the-Trainer program, conducted by a Master Trainer. The annual Train-the-Trainer program combines all elements of the temporary certification, with the exception of the classroom evaluation. At the annual Train-the-Trainer program, Classroom Instructor Candidates are required to develop a lesson plan and give a presentation.

Prior to attending the annual Train-the-Trainer program, all New Instructors must complete the "Safety Leadership" course and pass the final exam with a grade of 90% or above.

The Senior Director of Safety is the only person authorized to approve and issue a Certified Instructor certificate with gold achievement emblems for Classroom, BTW, or both.

3. Master

The Master Instructor Certification program ensures that First Transit Policies and Procedures are correctly implemented throughout the company.

Master Instructor Certification is required for all area safety managers and above.

The Master Instructor:

- Provides support to the Location General Manager and the Region Safety Manager,
- Is involved with training new Safety and Training Supervisors, and re-training current Safety and Training Supervisors if required,
- Conducts the annual Train-the-Trainer program for BTW and Classroom Instructor Certification



- Conducts Safety and Training audits in the region and reports the findings to the Region Safety Manager, if required.

Employee Training

Training employees to assess risks and recognize and avoid hazards in the workplace is critical to the overall safety of the workplace. Every First Transit employee is trained in “BeSafe” and “Safe Work Methods”, which are described later in this section.

“BeSafe” is our company-wide approach to safety management. This program takes our safety performance to the next level through behavioral change. “BeSafe” is inclusive, collaborative and focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement such as debriefs, tours, and touchpoints. All employees are trained in the principles of “BeSafe”

The “BeSafe” concept is described in the following brochure.

Near miss and hazard reporting

In the interest of keeping you, your colleagues and our passengers safe, it's your responsibility to report any near miss incidents and hazards.

Please record these in the 'Near miss and hazard reporting' pad and hand it in to the nearest supervisor / manager.



Near miss:
An event you witnessed where no harm was caused, but there was the potential to cause injury or ill health – a dangerous occurrence.

Hazard:
Anything that may cause harm in the near future.

Personal emergency details

In an emergency, please be aware of the following:

Name _____

Home Tel. No. _____

Mobile Tel. No. _____

Emergency contact No. _____

Blood type _____

Allergies _____

Medical condition(s) _____

Please inform your HR department of any medical conditions that might prevent you from doing your job safely.

Work environment

A positive, safe environment is important to our passengers, our staff and our business.

If you are concerned about anything at work, aware of a security issue or have suspicions about anything from bullying to fraud – report it.

If it is an emergency
Tell the police. Then, tell your manager.

If it is not an emergency
Tell your manager or Group Security, or use the confidential hotline or ethics portal.

Confidential hotline
UK 0800 234 5291
North America 877-322-5534
Greyhound Operations Support Center 800-487-6996
Panama 000-000-000-0000
India 000-000-000-0000

Make a report
www.ethicfirst.ethicpoint.com



My Handbook



Be Safe What is it?

Be Safe is our Group-wide safety commitment, taking our safety performance to the next level through behavioural change.

It builds on our compliance with existing policies and safety management systems. Be Safe, whilst not ignoring unsafe acts, harnesses the power achieved where positive behaviour and habits are shown and recognised.

Be Safe is inclusive, collaborative and focuses on recognising and acknowledging safe behaviour and actions through positive reinforcement.

Be Safe Our objectives

Be Safe has three clear objectives:

1. To make progress on our way to “Zero Harm”.
2. To make safety a personal core value through behaviour change.
3. To improve business performance.

Everyone in FirstGroup takes ownership for safety in the workplace and encourages colleagues to do the same.

We have a personal stake in safety for ourselves, our colleagues and our customers.

By sharing the right attitude, skills and knowledge we will create the best safety environment to achieve our objectives and Be Safe.

Be Safe principles

These principles all support our Group value of being Dedicated to Safety.

Knowledge

Our greatest efforts will be directed at the key safety behaviours that will help reduce incidents.

Recognition

Whilst not ignoring actions that undermine safety, the focus will be on acknowledging colleagues “doing it right” and positively reinforcing these actions.

Openness

Regular positive coaching interactions, or “touchpoints” will take place and communication at “debriefs” will be open and honest.

Learning

Reporting of incidents and near misses will be seen as learning opportunities to continuously improve work place safety.

Courage

We are all empowered to accept responsibility for our own safety and the safety of our colleagues and customers. If you assess something to be unsafe, you should have the courage to stop and find a safer way of doing things.



First Transit's "**Safe Work Methods**" is designed to educate employees on how to identify conditions and actions posing risks to their well-being and that of their coworkers. This training is to be used:

1. In training new hire employees
2. In leading supervisors in identifying root causes of workplace injuries
3. In retraining injured workers so that re-occurrences are avoided
4. To supplement First Transit's First Occupational Rehabilitation Management (F.O.R.M.) light duty and return to work management program, in controlling workers compensation losses

The "Safe Work Methods" training curriculum includes:

- **New Hire Training**

New hire training is designed to educate the new employee to the hazards commonly found in the transportation environments including in vehicle maintenance shops, bus yards, fuel islands, wash bays, and office environments. The program also makes employees aware of injuries that can result from physical activities such as entering and exiting vehicles, assisting persons with disabilities, and handling mobility devices.

- PPE program including requirements for appropriate
 - Safety eyewear
 - Safety footwear
 - Safety hand wear
 - Hi-Vis vests
 - Disposal contaminated materials
- Risk Assessment and Injury Avoidance
 - Walking & Climbing
 - Lifting, Carrying, Holding, and Lowering Objects
 - Pushing, Pulling, & Twisting
 - Burns, Scalds
 - Exposed Fluids, Chemicals, Smoke
 - Cuts, Punctures, Abrasions, Lacerations
 - Mobility Device Lifts/Ramps

1. Requirements for Operator Training

Applicants are required to successfully complete a comprehensive training program prior to transporting passengers. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training. The Operator training program combines instructor-led sessions, video instruction, facilitated discussion, and opportunities for the trainees to practice what they have learned. Training topics include:

Classroom Training

The first part of Operator training at First Transit, classroom training, begins the process of instilling the safety culture into each Operator. Helping the student Operators understand the importance of keeping themselves and each passenger safe; and their responsibilities in maintaining a safe environment, is a theme integrated throughout.

- **Unit 1 - Introduction**

- Welcome and Introduction
- Title VI Civil Rights Act 1964
- Employee Handbook
- BeSafe - Making Safety Personal
- Hazardous Communication
- Bloodborne Pathogens



- **Unit II - Fundamentals**
 - Safe Work Methods
 - Basics of Safety
 - Managing Emergencies
 - Security Awareness
 - Map Reading
 - Communication Devices
 - Navigation and Fare Policies
 - Smith System
- **Unit III - The Operator**
 - Drug and Alcohol Awareness
 - Distracted Driving
 - Fatigue and Sleep Apnea Awareness
- **Unit IV - Transporting Passengers with Disabilities**
 - Transporting Passengers with Disabilities
 - Interacting with Passengers
 - Diffusing Conflict
 - Passenger Care While Loading and Unloading
 - Mobility Aids and Devices
- **Unit V - Driving Fundamentals**
 - Driving Fundamentals I
 - Driving Fundamentals II
 - Roadway Types
 - Railroad Crossings

Behind-the-Wheel Training

Behind-the-Wheel training is conducted in three phases. Since most people coming to work as a Bus Operator have not been exposed to driving the types of vehicle used at First Transit, the first part of behind-the-wheel training takes place on a closed course. This provides the opportunity for the Instructors to evaluate the skill levels of each employee; and gives each employee the opportunity to make and learn from their mistakes in a safe environment.

The next phase of Behind-the-Wheel training takes place on the road, but in a controlled manner. During the road phase of the training, each student Operator works one-on-one with a First Transit Instructor. The road work begins with the basics; intersections, service stops, and backing. The next advanced stage of the road work addresses roadways, highway driving, and continues the instruction on intersections and service stops. The "Smith Driving System" principles are incorporated throughout the entire Behind-the-Wheel training phase.

- **Closed Course (Group Work)**
 - Vehicle Orientation
 - Pre-Trip Inspection
 - Seat Adjustment
 - Mirror Adjustment
 - Braking, Accelerating, and Transmission
 - Wheelchair Securement
 - Reference Points
 - Lane Position
 - Right Side / Left Side
 - Backing Point
 - Forward Stop



- Pivot Points
 - Turning Points
 - Vehicle Control
 - Straight in Lane
 - Left Turn
 - Right Turn
 - Lane Changing - Moving Right or Left
- **One on One Instruction Behind the Wheel**
 - **Basic Road Work**
 - “Smith System”
 - Intersections
 - Service Stops
 - Backing
- **Advanced Road Work**
 - “Smith System” Commentary Driving
 - Roadways
 - Expressway / Highway Driving
 - Intersections
 - Service Stops
- **Final Evaluation**

Upon completion of the training program, before an Operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.
- **Cadet Training**

Once a new Operator has been placed into service there is period of observation where an experienced Operator, Instructor, or Supervisor periodically rides-along to ensure the skills learned in training have successfully transferred to providing service. This includes the securement and transportation of a person with a disability.

2. Requirements for Maintenance Training

Maintenance personnel are trained in shop safety, OSHA standards, and vehicle maintenance, in addition to receiving training in driving techniques and safety. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training.

Maintenance training includes:

- Introduction to First Transit policies & procedures
- Injury prevention and risk assessment
- Substance Abuse Policy
- Defensive Driving
- “Smith System”
- NTI - Security Awareness Warning Signs
- Shop Safety Handbook
- Maintenance Lift Safety
- Driver Vehicle Inspection (DVI) Procedures
- SafeWork Methods
- Wheel Torque Specifications
- Workplace Violence
- OSHA (R-T-K / SDS / PPE Training)



Servicer Training Program

All servicers complete a comprehensive training program. This program includes passing a written and behind the wheel test for a commercial driver license. Other major topics covered in the training program include: Code of Safe Practices, LPG fueling procedures, electric bus charging, bloodborne pathogen control program, Spill Prevention & Control Program (SPCC), Maintenance Dept. policies & procedures.

Servicer refresher training includes but is not limited to:

- Weekly during toolbox safety flyers
- SPCC annual refresher training
- Hazard Communication Training
- Behind the wheel evaluations
- Preventable Accident remediation

Mechanic

All mechanics hired are to be ASE certified with two years of maintenance work experience, mechanics also receive the training program outlined in the servicer training program. Mechanics also receive Hazardous Waste Operations and Emergency Response (HAZWOPER) training as well as forklift certification before operating.

Mechanic refresher training includes but is not limited to:

- Weekly during toolbox safety flyers
- SPCC annual refresher training
- Hazard Communication Training
- Forklift recertification every 3 years (if operating)
- Behind the wheel evaluations
- Preventable accident remediation

Foreman and Maintenance Managers

Foreman and Maintenance Managers training includes but is not limited to:

- Drug and Alcohol
- Harassment Prevention
- Management Development
- Toolbox training sessions
- SPCC
- HAZWOPER
- Forklift recertification
- Behind the wheel evaluations
- Preventable accident remediation



3. Requirements for Staff Training

Staff personnel are trained in Safety Leadership and "BeSafe" (described in item #1)

- **Safety Leadership**

This is an interactive CD-ROM course consisting of 5 CD's and leaders guides which are designed to educate all levels of First Transit management on the behaviors surrounding accidents. Every level of management takes the course and successfully pass an online test, found on the Safety Resource Center (SRC), with a passing grade of 90% or better.

The course outline is as follows:

- Safety Leadership
 - Accidents
 - Behavior
 - Leadership
- Supervisor Development
 - The Role of the Supervisor
 - Communication
 - Building Trust
 - Conflict Resolution
 - Performance Management
 - Decisions
- **Additional Safety Training**
 - Drug and Alcohol
 - Supervisor's Report of Reasonable Suspicion
 - Code of Conduct
 - Customer Service
 - OSHA Requirements
 - Hazard Abatement FORM – CA Only
 - TSI – Introduction to Paratransit
 - TSI – Vehicle Operations
 - TSI – Managing Emergencies
 - TSI – Customer Relations
 - SMS – First Transit Safety Policy
 - SMS – First Be Safe Principles
 - SMS – Be Safe
 - SMS – Personal Protective Equipment
 - SMS – Parking
 - SMS – Personal Safety
 - SMS – Risk Assessment
 - SMS – Prevention of Workplace Violence

4. Requirements for Continuing Training and Evaluations

First Transit provides ongoing employee training and evaluations.

The objective of ongoing evaluations is met through a broad spectrum of regularly scheduled management activities including:

- road observations,
- ride along evaluations, and



- daily safety contacts.

Where evaluations and observations identify unsafe acts or conditions, retraining is provided to improve skill levels in accordance with corporate standards.

In addition to First Transit's formal employee training program, the following safety training is also conducted.

Safety Meetings

- Twelve (12) safety meetings are issued to the locations annually with required topics identified by the location and region safety management
- Each meeting is to be a minimum of one (1) hour in length unless otherwise required by state, client or local regulations
- A required topic along with a safety campaign including posters and DVD is sent to each location for presentation to all employees
- Attendance is a condition of employment and is mandatory for all Operators, Management, Operational staff, and Maintenance personnel. *(Unless stated otherwise in the CBA.)*
 - Failure to attend all meetings will result in disciplinary actions up to and including termination.
- Client/Contract requirements may require safety meetings to be conducted on a more frequent basis than the First Transit minimum standards

Retraining

First Transit has a "zero" tolerance for preventable injuries and collisions, elimination of preventable injuries and collisions is our number one goal.

An employee involved in a preventable injury or collision is placed on administrative leave pending completion of the investigation and completion of any required retraining.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Safety Awareness Programs

Establishing and maintaining a culture that demands safe behavior at all times is at the core of First Transit's safety plan. This is done, in part, by providing a regular flow of positive information and recognizing those who are performing safely.

This is where our "**BeSafe**" program provides the structure and foundation for communicating safety messages and inspiring safe job performance at all levels. "BeSafe" takes safety to a more personal level. It is a company-wide commitment to safety, with the objective of continuous improvement by making safety a personal goal and incorporating behavioral change as a mitigation measure.

"BeSafe" focuses on positive change through routine personal "touchpoints" and coaching interactions between front-line employees and management. To reinforce the touchpoints, discussions and feedback sessions are conducted as needed.




This program inspires safe behavior among employees at all levels by;


- Generating system-wide participation in safety issues through positive reinforcement
- Encouraging all employees to “take ownership” for safety results
- Communicating safety policies, procedures and processes
- Engaging executives and managers at all levels, encouraging their active participation in safety management and communication
- Sharing safety results at the individual, project, region and national levels by celebrating success stories
 - **Individual Motivators – Individual Achievement Awards:** The “cultural carrot” to help affect individual safety improvement through the use of personal recognition awards. Currently established safety awards for First Transit employees are:
 - Annual Safe Driver Awards
 - Safety Solutions Team Recognition
- **A Safety Leadership Group - The Safety Solution Team (SST):** Four to 10 location teammates dedicated to making safety “top-of-mind” by identifying and resolving safety issues.
 - SST
 - Review the safety concerns they have worked on and improvements that have been implemented
 - Record and distribute SST meeting minutes
 - GM
 - Review “Daily Safety & Health Walkthrough”
 - GM and SST
 - Recognize individuals who have earned years of safe driving
 - Pins and Certificates
 - Include bullets from SST Meeting minutes
- **A Communication Tool:** “First Transit Connect” employee app, a peer to peer safety communication tool offering safety tips, best practices, recognition, offering ideas on “What Works”, Safety Happenings, and Safety Pep Rallies




Your new employee app is here!




With the CONNECT app you can...



...get the latest news and info from your location



...keep up with what's happening nationally across First Transit




...give feedback, ask questions, and submit ideas

Available FREE! for iPhone and Android!
Download in the App store or Google Play




How to Get Started:

1. Go to your app store and find First Transit Connect.
2. Click *Get* or *Install* to download.
3. Open the app and register. (*Hint: Register is at bottom of screen. Your employee ID is on the right side of your paycheck or stub. You can also find it on your pay statement on the ADP self-serve website.*)
4. Once you've registered, you have access to all the features on First Transit Connect!



Download today and get connected!

Search your app store for **First Transit Connect**
or ask your manager for more information
Need More Help? Email us at FirstTransitConnect@firstgroup.com





Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.

Numerous standard operating procedures (SOP's), in addition to those mentioned in this plan, have been developed and incorporated into the operating practices at each First Transit location.

The SOP's have been designed to create operational consistency, increase awareness of risks and hazards, and provide easily duplicated processes for identifying and mitigating the risks associated with providing transit service. Some of those SOP's are as follows.

- High Interest Driver SOP's #206; #206a; #206b; #206c; #206d
- SOP #207 - Railroad Crossing Assessment
- SOP #502 – Sub-Contractors Working on Company Property
- Fire Prevention Plan SOP's #504; #504a; #504b; #504c; #504d
- Winter Safety – Snow Removal Action Plan SOP's #505; #505a; #505b; #505c
- Vehicle Fueling Spill Control SOP's #506; #506a; #506b; #506c; #506d
- SOP #507 - Pedestrian Visibility and Movement on Company Property
- SOP # 508 - Service Truck & Service Vehicle Visibility
- Emergency Action Plan SOP's #806; #806a; #806b; #806c; #806d
- First Transit Shop Safety Handbook
- Safety & Security Planning Manual

**List of Acronyms Used in the Safety Plan**

Acronym	Word or Phrase
ARC	Accident Review Committee
BTW	Behind-the-Wheel
DOT	Department of Transportation
DUI	Driving Under the Influence
DWI	Driving While Intoxicated
ESC	Executive Safety Committee
FGA	First Group America
F.O.R.M.	First Occupational Rehabilitation Management
FTA	Federal Transit Administration
HR	Human Resources
LGM	General Manager
LOTO	Lock-Out/Tag-Out
LSM	Location Safety Manager
MNT	Maintenance
OPS	Operations
OSHA	Occupational Safety & Health Administration
PPE	Personal Protective Equipment
PRM	Performance Review Management
SMS	Safety Management System
SOP	Standard Operating Procedure
SRC	Safety Resource Center
SST	Safety Solutions Team
UK	United Kingdom
VP	Vice President

**ADDENDUM NUMBER 23
TO MASTER MEMORANDUM OF UNDERSTANDING BETWEEN
SAN DIEGO ASSOCIATION OF GOVERNMENTS, NORTH SAN DIEGO COUNTY TRANSIT
DEVELOPMENT BOARD, AND SAN DIEGO METROPOLITAN TRANSIT SYSTEM
CONCERNING PERFORMANCE DATA COOPERATION**

SANDAG AGREEMENT NO. 5000710

This Addendum Number 23 to the Master Memorandum of Understanding Between San Diego Association of Governments, North San Diego County Transit Development Board and San Diego Metropolitan Transit System concerning performance data cooperation ("Addendum") is made and entered into this _____ day of _____, 2020, by the San Diego Association of Governments ("SANDAG"), the North County Transit District, existing and operating pursuant to Public Utilities Code sections 125000 et seq., formerly the North San Diego County Transit Development Board ("NCTD") and the San Diego Metropolitan Transit System ("MTS"), existing and operating pursuant to Public Utilities Code sections 120000 et seq., individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, SANDAG is responsible for certain metropolitan transportation planning and programming pursuant to numerous federal statutes; and

WHEREAS, SANDAG, California Department of Transportation ("Caltrans,") and the providers of public transportation are required to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process pursuant to 23 CFR part 450; and

WHEREAS, the Parties described their functions and responsibilities in the Master Memorandum of Understanding, which defines the functions and responsibilities for the three agencies dated April 23, 2004 ("Master MOU"); and

WHEREAS, the Parties have jointly agreed to specify cooperative procedures for carrying out transportation planning and programming in the San Diego region in compliance with federal planning regulations (23 CFR 450, Subpart C) and in conformance with the Regional Plan of SANDAG; and

WHEREAS, this Addendum is intended to make explicit and expand upon existing cooperating planning and programming procedures and activities, and to establish new or expanded cooperative procedures where necessary in order to meet federal requirements for a continuing, cooperative and comprehensive urban transportation planning process; and

WHEREAS, this Addendum is intended to fulfill the relevant sections of 49 CFR 613 and 23 CFR 450.314 Metropolitan Planning Agreements (h)(1) and (2) which specify in part that the MPO(s), State(s), and providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of

performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO; and

WHEREAS, the Caltrans, has finalized a Memorandum of Understanding (MOU) between the State and SANDAG to outline the roles and responsibilities for the State and SANDAG to meet the performance-based planning and programming requirements established in the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and continued in Fixing America's Surface Transportation (FAST) Act; and

WHEREAS, Caltrans encourages MPOs to work with providers of public transportation in their planning area to develop separate written agreements pertaining to performance data and performance-based planning; and.

WHEREAS, this Addendum is intended to meet the requirements in 23 CFR 450.314; and

WHEREAS, this Addendum focuses solely on the development and sharing of performance data to support the performance-based planning of Public Transportation Agency Safety Plan (PTASP) requirements included in 49 CFR 613, 673, and 23 CFR 450.314; and

WHEREAS, 49 U.S.C. 5303(h)(2)(B) and 5304(d)(2)(B) direct transit agencies to make their safety performance targets available to MPOs and State DOT and following 49 C.F.R. § 673.15(b) transit agencies will coordinate with MPOs in the selection of MPO safety performance targets; and

WHEREAS, the Parties wish to memorialize their agreement in this Addendum to carry out the purposes set forth herein;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

MTS and NCTD AGREE:

1. Information Related to Transportation Performance Data and Selection of Safety Performance Targets (SPT)
 - a. To provide SANDAG access to their respective PTASP within 30 days after approval and adoption, or other mechanism used to implement the plan.
 - b. On an annual basis, and as soon as reasonably practicable prior to PTASP approval and adoption, provide to SANDAG the following information:
 - i. Proposed annual SPT based on the safety performance measures identified in FTA's National Public Transportation Safety Plan (NPTSP) per 49 CFR 673.11(a)(3) and 49 U.S.C. § 5329(d), and

- ii. Prior calendar year observed safety performance data for SPT.
 - c. A summary of any significant changes in methodology or target values from the prior year.
- 2. Reporting of Performance Data
 - a. To submit safety performance data to the Federal Transit Administration's National Transit Database (NTD), as required
- 3. Tracking Progress
 - a. To track progress towards meeting annual SPT so as to inform or support PTASP updates or implementation.
 - b. Identify projects in annual Capital Improvement Programs that support SPT.

SANDAG AGREES:

- 4. Information Related to Transportation Performance Data
 - a. With each update to the Regional Plan, provide to MTS and NCTD:
 - i. Documentation on the methodology used to develop the regional SPT, and
 - ii. Regional SPT developed by a mutually agreed upon process.
- 5. Selection of Performance Targets:
 - a. Set regional SPT no more than 180 days after MTS and NCTD establish transit safety targets as detailed in section 1 of this document.
 - b. To work cooperatively with MTS and NCTD to develop regional SPT with each update to the Regional Plan or on a more frequent mutually agreed upon schedule.
- 6. Reporting of Performance Targets:
 - a. To provide to MTS and NCTD regional SPT as total regional numbers for fatalities, injuries, and safety events, and the regional rate by total vehicle revenue miles for fatalities, injuries, safety events, and system reliability in each update to the Regional Plan.
 - b. To include regional SPT, as appropriate, in the region's Regional Transportation Improvement Program (RTIP) and Regional Plan.
 - c. To submit regional SPT to Caltrans as needed.

7. Tracking Progress:

- a. For Regional Plans and RTIPs adopted after July 20, 2021 SANDAG will incorporate targets and progress on targets as appropriate. Each update to the Regional Plan will include a System Performance Report which will document progress towards achievement of regional SPT. Each RTIP update will describe the anticipated progress towards achievement of regional SPT.

THE PARTIES MUTUALLY AGREE:

8. This Addendum shall continue in effect unless and until a party to the Addendum gives 60 (sixty) days written notice of its desire to withdraw from the Addendum. If such notice is given, the Addendum shall continue to be binding on those parties who have not formally withdrawn.
9. This Addendum shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Addendum, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
10. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
11. For purposes of this Addendum, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
12. No alteration or variation of the terms of this Addendum shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. Nothing in the provisions of this Addendum is intended to create duties or obligations to or rights in third parties to this Addendum or affect the legal liability of the parties to this Addendum.
14. This Addendum may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS HEREOF, the Parties have caused this Addendum to be executed as of the date above set forth.

NORTH COUNTY TRANSIT DISTRICT

**SAN DIEGO ASSOCIATION OF
GOVERNMENTS**



12/2/
2020

E-SIGNED by Coleen Clementson January 08, 2021
on 2021-01-08 01:29:37 GMT

Matthew O. Tucker
Executive Director

Date

COLEEN CLEMENTSON DATE
DIRECTOR OF REGIONAL PLANNING

APPROVED AS TO FORM:

APPROVED AS TO FORM:



12/2/2020

E-SIGNED by Samantha Foulke January 06, 2021
on 2021-01-06 22:13:52 GMT

Lori A. Winfree
General Counsel

Date

Office of General Counsel DATE

**SAN DIEGO METROPOLITAN TRANSIT
SYSTEM**

APPROVED AS TO FORM:

MTS SAFETY PERFORMANCE ANNUAL REVIEW



Board of Directors Meeting
January 21, 2021



David Bagley
System Safety Manager
Metropolitan Transit System
San Diego, California

David Bagley serves as the System Safety Manager for the Rail Division of the Metropolitan Transit System (MTS) and has been with the organization for 25 years.

David manages MTS rail programs to ensure compliance with applicable local, state and federal codes and regulations.

Concurrently, he serves as the Safety and Security Manager for the Mid-Coast Corridor Transit Project of San Diego Association of Governments (SANDAG), 10.9 mile extension due to open in November 2021.

In 2018, MTS Rail was awarded APTA's Gold Award for Safety by introducing the Anticipate, Recognize, Take Action (ART) Program.

Safety Management Systems (SMS) Update

49 CFR 674 - State Safety Oversight (SSO)

- Effective Date: April 15, 2016
- Compliance Date: April 15, 2019
- **CPUC's SSO program was approved on October 18, 2018**

49 CFR 673 - Public Transportation Agency Safety Plan (PTASP)

- Effective Date: July 19, 2019
- Compliance Date: July 20, 2020 - Extended to July 20, 2021 due to COVID-19 impact
- **CPUC approved the PTASP on August 6, 2020**

49 CFR 672 - Public Transportation Safety Certification Training Program (PTSCTP)

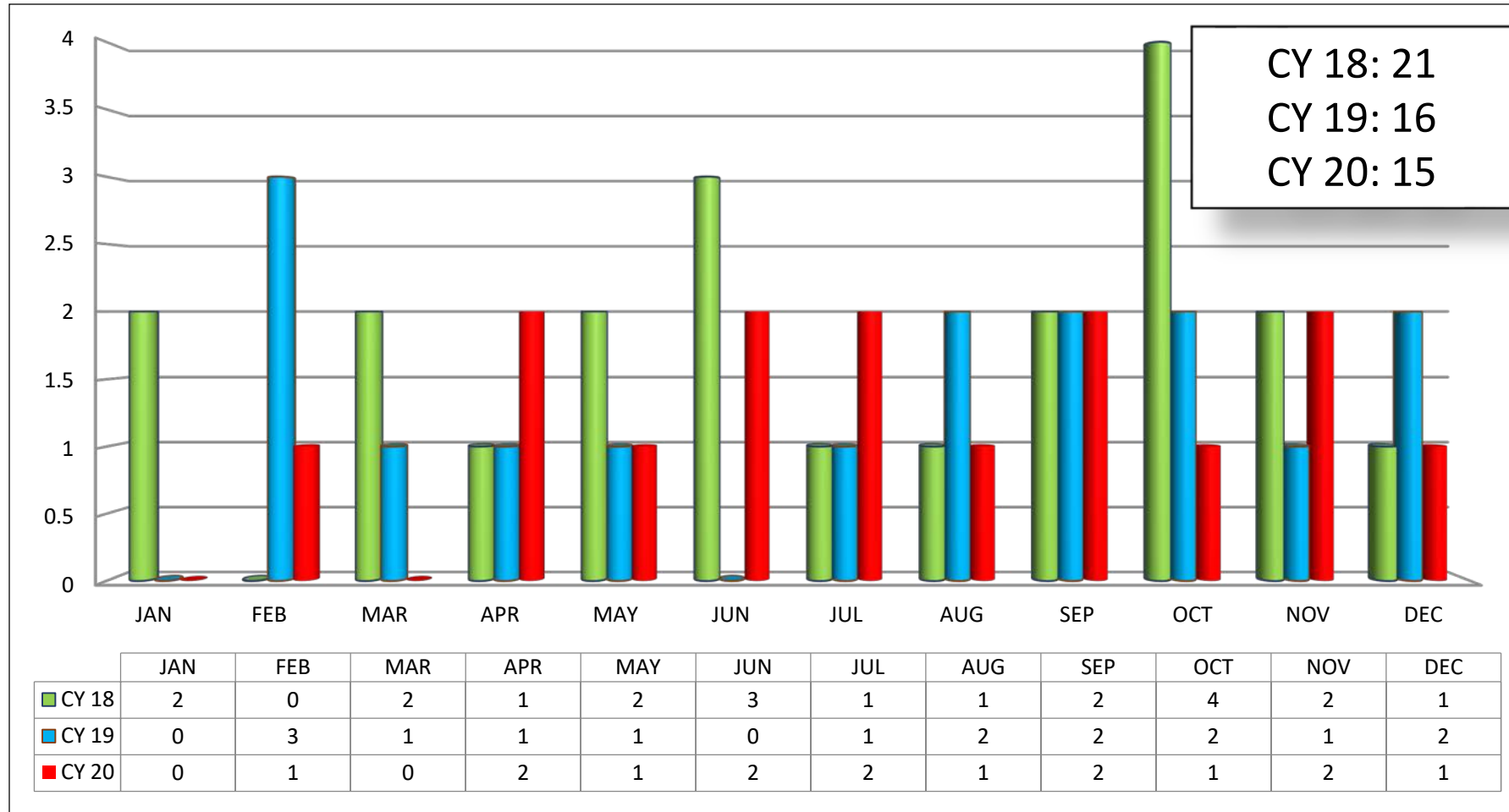
- Effective Date August 20, 2018
- Compliance Date: August 20, 2021 - Extended to August 21, 2022 due to COVID-19 impact
- **MTS Bus and Rail Safety Staff successfully completed the PTSCTP training program during CY2020.**

These rules apply to: Recipients or sub-recipients of financial assistance under 49 U.S.C. § 5307 that operate a public transportation system

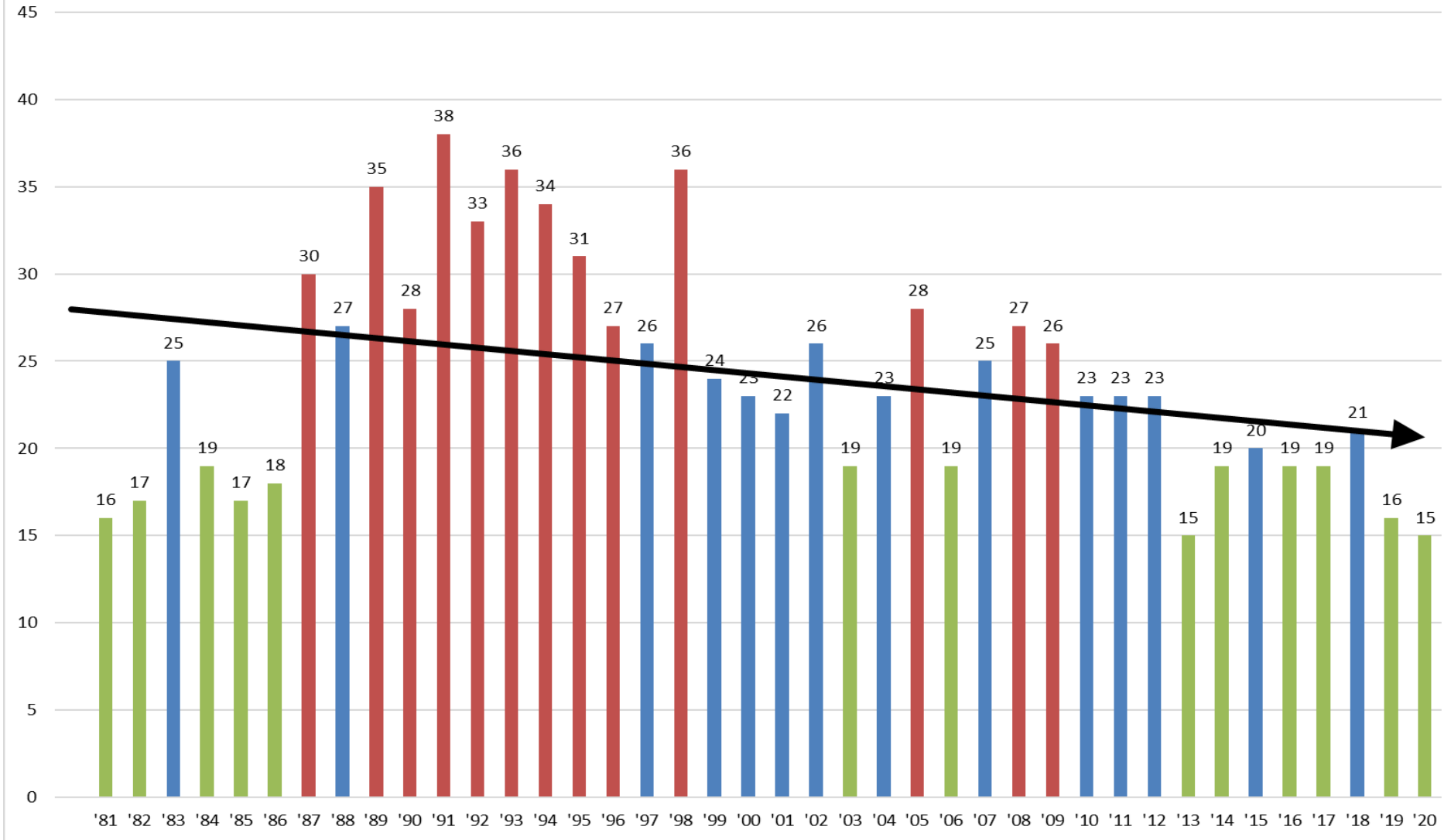


MTS-Rail Accidents by Month

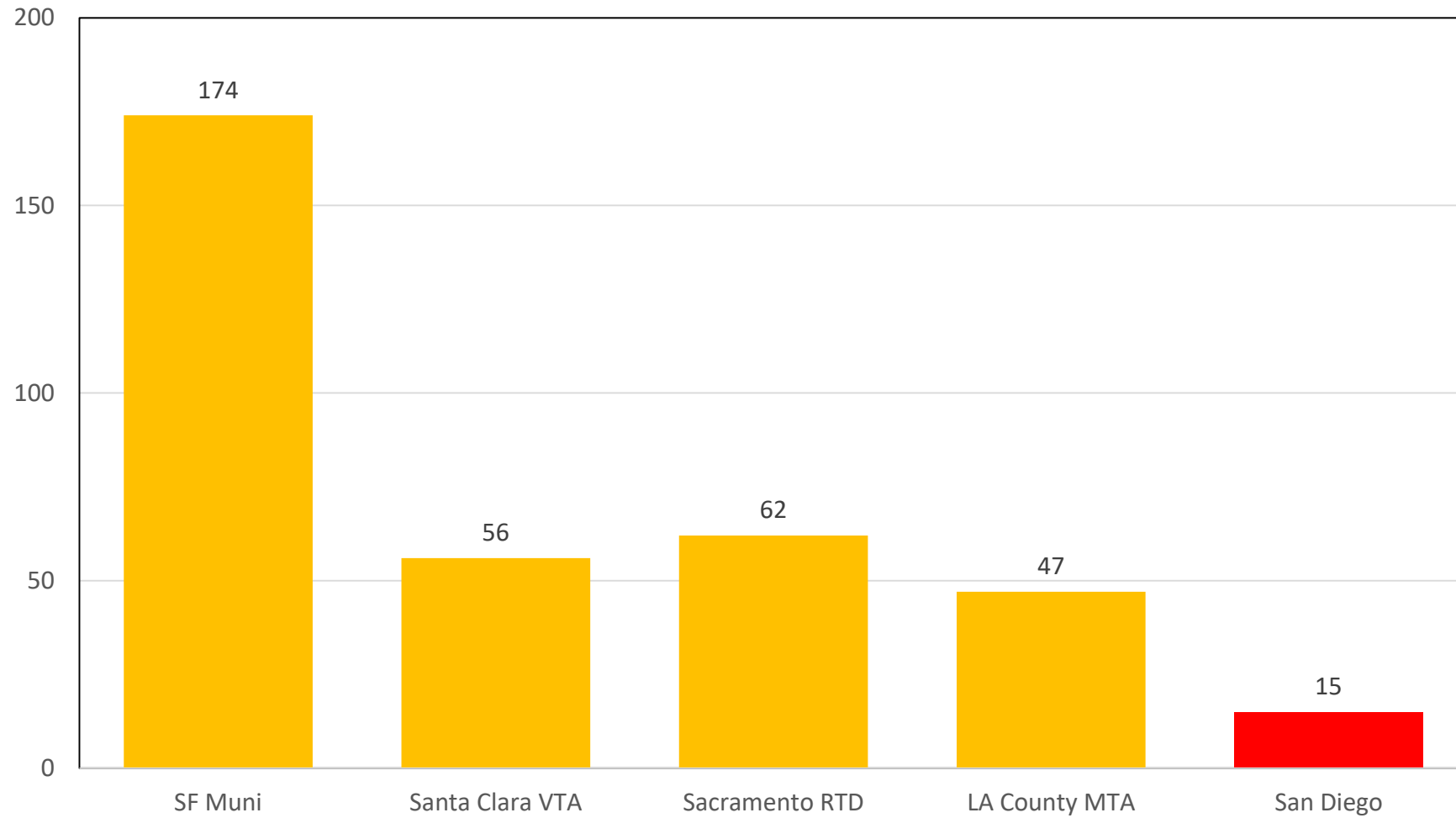
Calendar Years 2018-2020



SDTI Incident History By Calendar Year



Statewide Rail Accidents



Safety Performance Measures

3.1.1.1 Safety Performance Measure: Fatalities

- Aspirational target of zero (0) fatalities
- The calendar year (CY) performance target for total fatalities and total fatalities rate per 100,000 revenue miles is to achieve a reduction compared to the previous three Calendar Year average.

YEAR RANGE	TARGET	ACTUAL
2017-2019	Establish Base Line	0.12
2018-2020	> 0.12	0.11

Safety Performance Measures

3.1.1.2 Safety Performance Measure: Injuries

- The CY performance target for total number of injuries and injury rate per 100,000 revenue miles is to achieve a reduction compared to the previous three CY average.

YEAR RANGE	TARGET	ACTUAL
2017-2019	Establish Base Line	3.47
2018-2020	> 3.47	3.14

Safety Performance Measures

3.1.1.3 Safety Performance Measure: Safety Events

- The CY performance target for total number of safety events and safety events rate per 100,000 revenue miles is to achieve a reduction compared to the previous three CY average.

YEAR RANGE	TARGET	ACTUAL
2017-2019	Establish Base Line	4.65
2018-2020	> 4.65	3.62

Safety Performance Measures

3.1.1.4 Safety Performance Measure: System Reliability

- The CY performance target for system reliability rate is to achieve a reduction compared to the previous three calendar years' average. SDTI system reliability targets are calculated using a three-year average of the mean distance of train operations between failures per 100,000 revenue miles.

YEAR RANGE	TARGET	ACTUAL
2017-2019	Establish Base Line	10,259
2018-2020	< 10,259	11,530

Safety Performance Measures

3.1.1.5 Safety Performance Measure: Other

- Emergency Brake Log - The CY performance target for total number of “Emergency Brake Applications” rate per 100,000 revenue miles is to achieve a reduction compared to the previous three CY average.

YEAR RANGE	TARGET	ACTUAL
2017-2019	Establish Base Line	11.51
2018-2020	> 11.51	11.19

Emergency Response Training

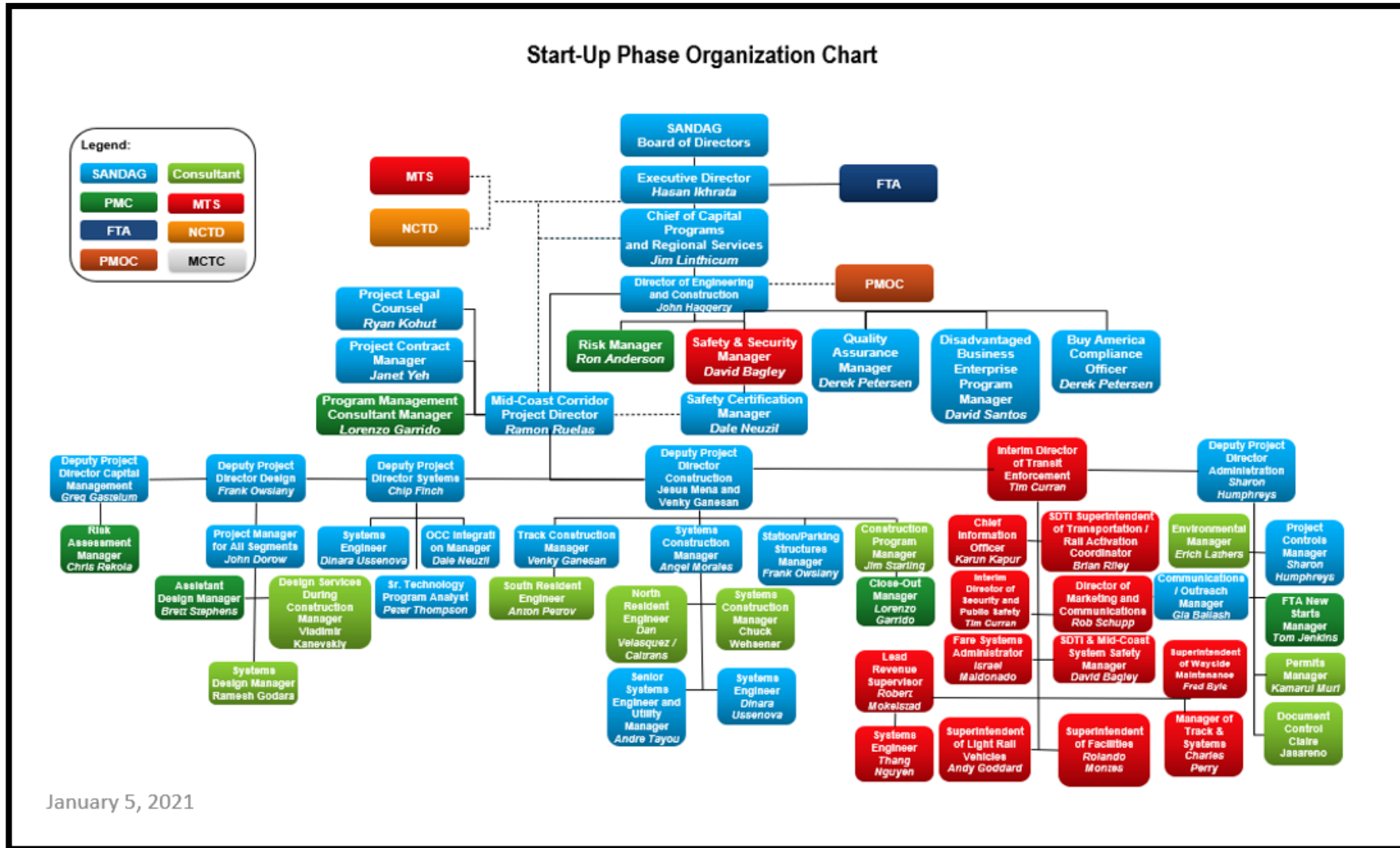


The Bus and Rail divisions conducted Emergency Responder Training in 2020 with local Fire Fighters receiving instructions on the following topics:

- Vehicle & Equipment Familiarization
- Right of Way Safety
- Communicating with Central Control/Dispatch
- Rail Road Response Protocol
- Vehicle Lifting points



Mid-Coast Project Organization Construction Phase



Mid-Coast Corridor Activities

- Fire Life Safety and Security Committee
- Safety and Security Review Committee
- SD-9 Procurement Safety Review Committee
- Safety Certification Task Force
- Rail Activation Committee
- Monthly Project Updates to PMOC
- Quarterly Project Updates to FTA

** CPUC routinely observes and participates in project activities*

2020 Internal Safety & Security Audit

Eight elements were reviewed based on 49 CFR Part 673 requirements for the Public Transportation Agency Safety Plan (PTASP) , MTS System Security Plan, and General Order 164-E. The elements scheduled for review from the ASP Safety and Security Master Audit Schedule were:

- Checklist 04: Interdepartmental and Interagency Coordination

- Checklist 05: Plan Implementation, Plan Review and Modification

- Checklist 06: Hazard Management Program

- Checklist 09: Incident Notification, Investigation, and Reporting

- Checklist 10: Emergency Management Program

- Checklist 18: Hazardous Materials Program

- Checklist S-1: Identify Policies, Goals and Objectives

- Checklist S-2: Process for Management of Threats and Vulnerabilities

CPUC State Safety Oversight Activities

- CY2020 annual review and certification of Rail Agency Safety Plan, System Security Plan, and Internal Safety and Security Audit
- On-Site Light Rail Vehicle (LRV) accident documentation and video reviews
- Formal acceptance and closure process of LRV accident investigations
- On-Site “Scheduled and Unscheduled” CPUC Inspections (Operations/Maintenance)

FTA COVID-19 Recovery Listening Session - MTS Agency

August 20, 2020

Maintaining Healthy Operations and Keeping Transit Workers Safe

Clean Ride Campaign

- Safety Protocols
- Passenger and Employee Safety
- Face Coverings
- Social Distancing
- Germ Barriers and Rear-Door Boarding
- No-Contact Fares
- Hand Washing Stations and Hand Sanitizer

- Employee Communication
- Maintain Essential Service to the Community
- Participation in Scripps Health
 - Detect Study



KEEP YOUR SPACE
Stay six feet apart when possible.



COVER YOUR FACE
Face coverings are required.



FTA

FEDERAL TRANSIT ADMINISTRATION



Jared Garcia
Manager of Safety
Transit Services

- Oversight of Safety for Transit Services
- 15 years at MTS in Safety and Operations
- B.A. Public Administration from SDSU
- Transportation Safety & Security Program Certificate (TSSP)
- Completed FTA voluntary Safety Certification Training Program
- APTA Safety Gold Award 2015 & 2017

Bus – Performance Targets

- Performance target for calendar year (CY) 2020 was to improve upon current baseline (previous 3 CY):
 - Aspirational target of zero (0) fatalities
 - Reduce number and rate of injuries
 - Reduce number and rate of safety events
 - Improve system reliability
- Performance targets do not consider crimes nor fault/preventability

Bus – Performance Targets

Fatalities CY 2020:

Mode	Target Total	Actual Total	Target Rate	Actual Rate
Fixed (MTS)	0	0	0	0
Fixed (Transdev)	0	0	0	0
Fixed Mini (First)	0	0	0	0
Paratransit (First)	0	0	0	0
Total	0	0	0	0

Fatality - Death confirmed within 30 days of the event (including suicides). Fatalities that occur because of illnesses or other natural causes (including individuals who are found deceased) are not reportable.

Bus – Performance Targets

Injuries CY 2020:

Mode	Target Total	Actual Total	Target Rate	Actual Rate
Fixed (MTS)	64	45	0.65	0.49
Fixed (Transdev)	68	57	0.65	0.58
Fixed Mini (First)	4	2	0.34	0.17
Paratransit (First)	4	1	0.09	0.05
Total	133	105	0.51	0.47

Injury - Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury, whether or not the person appears to be injured.

Bus – Performance Targets

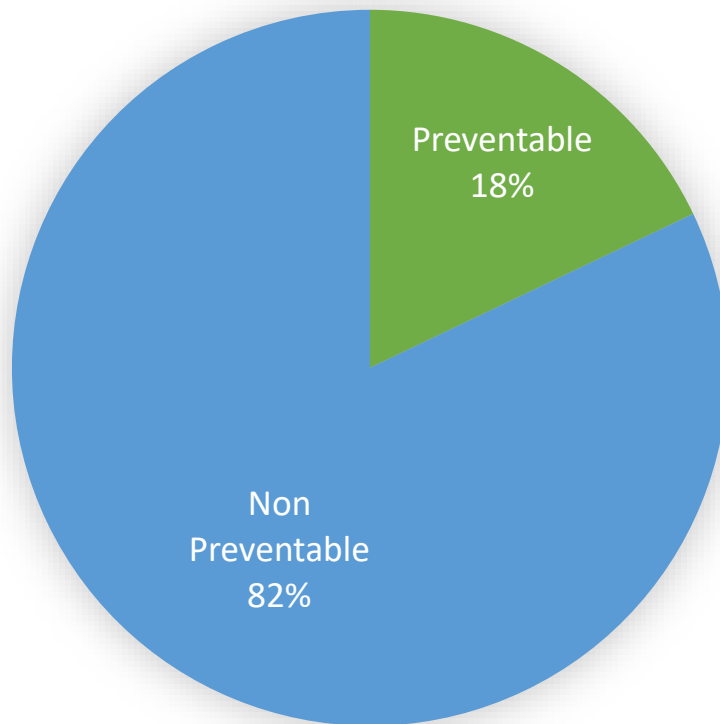
Safety Events CY 2020:

Mode	Target Total	Actual Total	Target Rate	Actual Rate
Fixed (MTS)	65	50	0.66	0.55
Fixed (Transdev)	69	55	0.66	0.56
Fixed Mini (First)	4	6	0.34	0.52
Paratransit (First)	5	3	0.11	0.16
Total	143	114	0.55	0.52

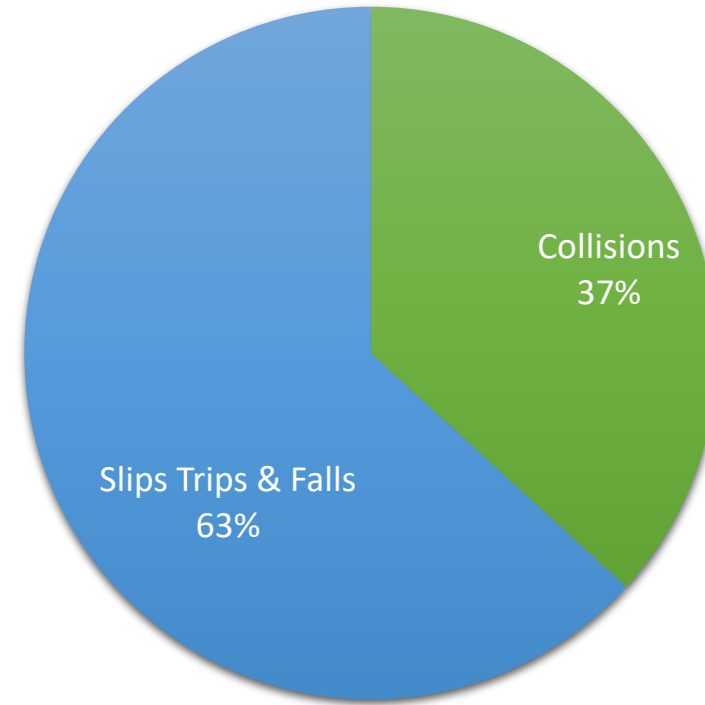
Safety Event - Collisions that meet NTD thresholds for injuries, fatalities, property damage, or evacuation; vehicle towed from the scene involving a transit revenue vehicle; fires; hazardous materials spills, acts of God; evacuations for life safety reasons; other safety events listed in NTD policy manual.

Bus Safety Events

■ Preventable ■ Non Preventable



■ Collisions ■ Slips Trips & Falls



Bus – Performance Targets

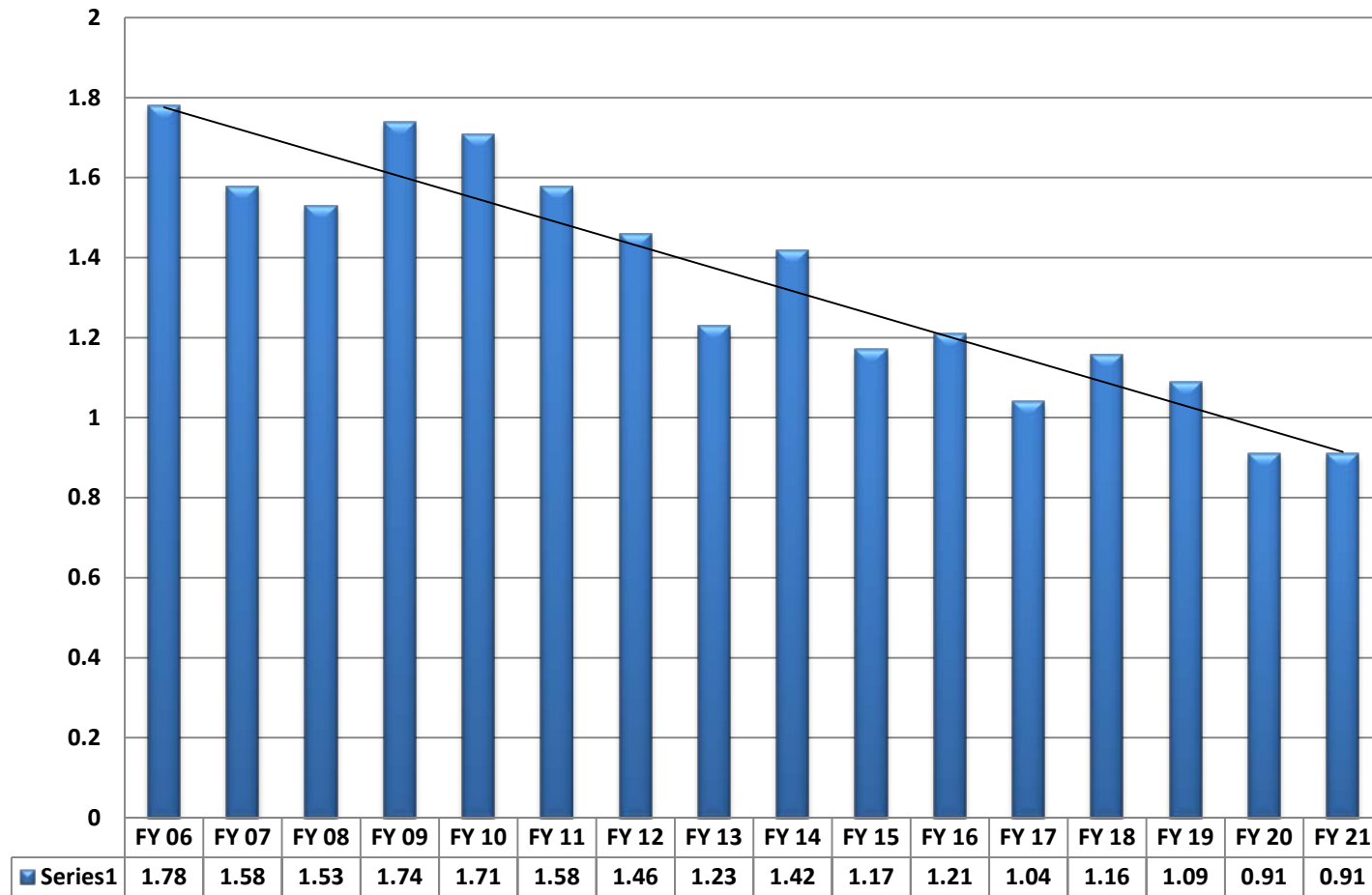
System Reliability CY 2020:

Mode	Target Rate	Actual Rate
Fixed (MTS)	4,700	6,365
Fixed (Transdev)	6,000	6,489
Fixed Mini (First)	7,500	8,481
Paratransit (First)	32,000	46,812
Total	6,600	7,045

System Reliability - Distance between major mechanical failures, is measured as revenue miles operated divided by the number of major mechanical failures.

Bus – Preventable Accident Trend

MTS Bus Preventable Accidents Per 100K Miles



Performance Target Coordination

Consistent with new MAP 21 requirements:

- Board approved current targets July 2020
- Targets shared with SANDAG to help coordinate regional plan
- SANDAG Board approved regional targets Dec 2020
- MOU finalized between MTS, NCTD, and SANDAG



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

Agenda Item No. 48

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 21, 2021

SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR NOVEMBER 2020 (GORDON MEYER)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

This report summarizes the year-to-date operating results for November 2020 compared to the fiscal year (FY) 2021 budget for the San Diego Metropolitan Transit System (MTS). The FY21 budget includes the projected impacts from the COVID-19 pandemic; therefore, variances are between actuals and the FY21 budget, inclusive of projected impacts from the pandemic. Attachment A-1 combines the operations', administrations' and other activities' results for November 2020. Attachment A-2 details the November 2020 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides November 2020 results for MTS's other activities (Taxicab/San Diego and Arizona Eastern Railway Company).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending November 2020, MTS's net-operating income favorable variance totaled \$14,006,000 (12.0%). Operations produced an \$11,522,000 (9.8%) favorable variance and the administrative/other activities areas were favorable by \$2,483,000.



MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through November 2020 were \$26,707,000 compared to the year-to-date budget of \$24,126,000, representing a \$2,581,000 (10.7%) favorable variance. Year-to-date passenger revenue is favorable \$1,670,000 (9.4%) through November. Passenger revenue was down \$21,117,000 (-52.2%) versus last year. The FY21 budget assumes steady growth every month through the end of the fiscal year and passenger revenue has remained at approximately 47% of baseline levels in the first five months of the fiscal year. Given recent trends, staff are forecasting passenger levels to remain at their current levels through the remainder of the fiscal year, which would result in an increasing unfavorable variance in future months where the budget assumes steady growth.

Other operating revenue was favorable by \$911,000 (14.2%), primarily due to higher than projected energy credit revenue and rental income. These favorable variances were partially offset by unfavorable advertising revenues which have been negatively impacted by the pandemic.

Operating Expenses. Year-to-date combined expenses through November 2020 were \$129,715,000 compared to the budget of \$141,140,000, resulting in an \$11,425,000 (8.1%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$63,893,000, compared to a budgetary figure of \$69,370,000, producing a favorable variance of \$5,477,000 (7.9%). This is primarily due to favorable bus and trolley operator wages as well as favorable pension costs for San Diego Transit Corporation (SDTC). Operator wages are favorable due to service levels being lower than planned in the original budget. SDTC pension costs are favorable because the original budget included \$15,000,000 in additional pension contributions to account for decreased investment returns as a result of the COVID pandemic in the SDTC self-funded pension plan. However, MTS received an actuarial evaluation that estimated the additional contribution at \$7,800,000, resulting in a significantly favorable variance versus the budget.

Outside Services and Purchased Transportation. Total outside services through five months of the fiscal year totaled \$41,972,000, compared to a budget of \$47,100,000, resulting in a favorable variance of \$5,127,000 (10.9%). This is primarily due to favorable purchased transportation costs for paratransit and fixed route services. The FY21 budget assumed a return to original service levels, and paratransit service levels are currently down 68% from baseline, resulting in favorable expenses. Fixed route purchased transportation costs are favorable due to lower service levels compared to the original budget.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$5,868,000, compared to a budgetary figure of \$5,609,000, resulting in an unfavorable variance of \$259,000 (-4.6%). This is primarily due to unfavorable revenue vehicle parts for the directly operated bus division.

Energy. Total year-to-date energy costs were \$13,950,000, compared to the budget of \$14,323,000, resulting in a favorable variance of \$374,000 (2.6%). This is primarily due to favorable diesel, CNG, and propane, and gasoline expenses; partially offset by

unfavorable electricity costs due to higher consumption than budgeted.

Risk Management. Total year-to-date expenses for risk management were \$1,831,000 compared to the budget of \$1,876,000, resulting in a favorable variance totaling \$45,000 (2.4%).

General and Administrative. The year-to-date general and administrative costs were \$1,654,000 through November 2020, compared to a budget of \$2,318,000, resulting in a favorable variance of \$664,000 (28.7%). This is primarily due to favorable credit card fees, fare system materials, and travel expenses.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$547,000 compared to the budget of \$544,000, resulting in a \$3,000 (-0.6%) unfavorable variance.

YEAR-TO-DATE SUMMARY

The November 2020 year-to-date net-operating income totaled a favorable variance of \$14,006,000 (12.0%). These factors include favorable variances in passenger revenue, other operating revenue, personnel, outside services, energy, risk management, and general and administrative; partially offset by unfavorable variances in materials and supplies and vehicle and facility leases.

The FY21 original budget incorporates \$102 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding for lost revenue and increased expenses. Updated forecasts reflect an approximately \$80 million need for these one-time funds in FY21. This one-time funding need change is reflected in this report as favorable net-operating income on a year to date basis. These reduced needs of CARES Act funds in FY21 will be available in FY22 and beyond.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

**MTS
CONSOLIDATED**

**COMPARISON TO BUDGET - FISCAL YEAR 2021
NOVEMBER 30, 2020
(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 19,369	\$ 17,698	\$ 1,670	9.4%
Other Revenue	7,338	6,427	911	14.2%
Total Operating Revenue	\$ 26,707	\$ 24,126	\$ 2,581	10.7%
Personnel costs	\$ 63,893	\$ 69,370	\$ 5,477	7.9%
Outside services	41,972	47,100	5,127	10.9%
Materials and supplies	5,868	5,609	(259)	-4.6%
Energy	13,950	14,323	374	2.6%
Risk management	1,831	1,876	45	2.4%
General & administrative	1,654	2,318	664	28.7%
Vehicle/facility leases	547	544	(3)	-0.6%
Administrative Allocation	-	(0)	(0)	0.0%
Total Operating Expenses	\$ 129,715	\$ 141,140	\$ 11,425	8.1%
Operating Income (Loss)	\$ (103,008)	\$ (117,014)	\$ 14,006	12.0%
Total Non-Operating Activities	(110)	218	(328)	-150.4%
Income (Loss) before Capital Contributions	\$ (103,118)	\$ (116,796)	\$ 13,678	-11.7%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

**OPERATIONS
CONSOLIDATED**

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 19,369	\$ 17,698	\$ 1,670	9.4%
Other Revenue	125	117	8	6.7%
Total Operating Revenue	\$ 19,493	\$ 17,815	\$ 1,678	9.4%
Personnel costs	\$ 54,052	\$ 59,134	\$ 5,082	8.6%
Outside services	35,387	39,960	4,572	11.4%
Materials and supplies	5,847	5,601	(246)	-4.4%
Energy	13,578	13,946	368	2.6%
Risk management	1,486	1,589	103	6.5%
General & administrative	397	347	(50)	-14.5%
Vehicle/facility leases	438	454	15	3.4%
Administrative Allocation	14,199	14,199	0	0.0%
Total Operating Expenses	\$ 125,385	\$ 135,229	\$ 9,844	7.3%
Operating Income (Loss)	\$ (105,891)	\$ (117,414)	\$ 11,522	9.8%
Total Non-Operating Activities	(110)	155	(265)	-171.0%
Income (Loss) before Capital Contributions	\$ (106,001)	\$ (117,259)	\$ 11,258	-9.6%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)
COMPARISON TO BUDGET - FISCAL YEAR 2021
NOVEMBER 30, 2020
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 5,113	\$ 3,630	\$ 1,483	40.8%
Other Revenue	-	3	(3)	-
Total Operating Revenue	\$ 5,113	\$ 3,633	\$ 1,480	40.7%
Personnel costs	\$ 36,720	\$ 41,066	\$ 4,347	10.6%
Outside services	718	737	18	2.5%
Materials and supplies	2,795	2,584	(211)	-8.2%
Energy	2,672	2,793	121	4.3%
Risk management	658	713	55	7.8%
General & administrative	192	160	(31)	-19.6%
Vehicle/facility leases	176	157	(19)	-12.4%
Administrative Allocation	4,609	4,609	0	0.0%
Total Operating Expenses	\$ 48,539	\$ 52,819	\$ 4,279	8.1%
Operating Income (Loss)	\$ (43,427)	\$ (49,186)	\$ 5,759	11.7%
Total Non-Operating Activities	(197)	68	(265)	-390.8%
Income (Loss) before Capital Contributions	\$ (43,624)	\$ (49,118)	\$ 5,494	-11.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

OPERATIONS

RAIL (SAN DIEGO TROLLEY INC.)

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 8,110	\$ 9,051	\$ (940)	-10.4%
Other Revenue	125	114	11	9.6%
Total Operating Revenue	\$ 8,235	\$ 9,164	\$ (929)	-10.1%
Personnel costs	\$ 17,014	\$ 17,746	\$ 732	4.1%
Outside services	2,527	2,110	(418)	-19.8%
Materials and supplies	3,023	2,990	(32)	-1.1%
Energy	7,939	7,446	(493)	-6.6%
Risk management	822	870	48	5.5%
General & administrative	203	180	(23)	-12.5%
Vehicle/facility leases	126	158	32	20.4%
Administrative Allocation	8,411	8,411	(0)	0.0%
Total Operating Expenses	\$ 40,064	\$ 39,911	\$ (153)	-0.4%
Operating Income (Loss)	\$ (31,829)	\$ (30,746)	\$ (1,083)	-3.5%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (31,829)	\$ (30,746)	\$ (1,083)	3.5%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

OPERATIONS

BUS - CONTRACTED SERVICES (FIXED ROUTE)

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 5,326	\$ 4,493	\$ 833	18.5%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 5,326	\$ 4,493	\$ 833	18.5%
Personnel costs	\$ 273	\$ 251	\$ (22)	-8.9%
Outside services	28,371	30,127	1,756	5.8%
Materials and supplies	20	27	6	23.5%
Energy	2,787	3,037	250	8.2%
Risk management	-	-	-	-
General & administrative	2	2	0	19.8%
Vehicle/facility leases	21	22	1	4.6%
Administrative Allocation	994	994	0	0.0%
Total Operating Expenses	\$ 32,467	\$ 34,459	\$ 1,992	5.8%
Operating Income (Loss)	\$ (27,142)	\$ (29,966)	\$ 2,825	9.4%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (27,142)	\$ (29,966)	\$ 2,825	-9.4%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

OPERATIONS

BUS - CONTRACTED SERVICES (PARATRANSIT)

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 820	\$ 525	\$ 295	56.1%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 820	\$ 525	\$ 295	56.1%
Personnel costs	\$ 45	\$ 70	\$ 25	35.6%
Outside services	3,684	6,899	3,215	46.6%
Materials and supplies	10	-	(10)	-
Energy	180	671	491	73.2%
Risk management	6	6	-	0.0%
General & administrative	1	5	3	74.8%
Vehicle/facility leases	115	117	2	1.4%
Administrative Allocation	186	186	0	0.0%
Total Operating Expenses	\$ 4,227	\$ 7,954	\$ 3,727	46.9%
Operating Income (Loss)	\$ (3,407)	\$ (7,429)	\$ 4,022	54.1%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (3,407)	\$ (7,429)	\$ 4,022	-54.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	87	87	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 87	\$ 87	\$ -	0.0%
Operating Income (Loss)	\$ (87)	\$ (87)	\$ -	0.0%
Total Non-Operating Activities	87	87	-	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

ADMINISTRATION

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	7,097	6,168	928	15.0%
Total Operating Revenue	\$ 7,097	\$ 6,168	\$ 928	15.0%
Personnel costs	\$ 9,570	\$ 9,923	\$ 353	3.6%
Outside services	6,554	7,071	517	7.3%
Materials and supplies	20	7	(13)	-176.1%
Energy	365	370	5	1.4%
Risk management	321	267	(53)	-19.9%
General & administrative	1,217	1,915	698	36.5%
Vehicle/facility leases	100	79	(20)	-25.6%
Administrative Allocation	(14,231)	(14,231)	(0)	0.0%
Total Operating Expenses	\$ 3,915	\$ 5,403	\$ 1,487	27.5%
Operating Income (Loss)	\$ 3,181	\$ 766	\$ 2,415	-315.4%
Total Non-Operating Activities	-	63	(63)	-
Income (Loss) before Capital Contributions	\$ 3,181	\$ 829	\$ 2,352	283.8%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 48, 01/21/2021

OTHER ACTIVITIES

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2021

NOVEMBER 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	117	142	(25)	-17.8%
Total Operating Revenue	\$ 117	\$ 142	\$ (25)	-17.8%
Personnel costs	\$ 271	\$ 313	\$ 42	13.4%
Outside services	31	69	38	54.8%
Materials and supplies	0	0	0	71.3%
Energy	7	7	1	7.2%
Risk management	25	20	(5)	-25.9%
General & administrative	40	56	16	29.1%
Vehicle/facility leases	9	11	2	15.2%
Administrative Allocation	32	32	(0)	0.0%
Total Operating Expenses	\$ 415	\$ 508	\$ 93	18.4%
Operating Income (Loss)	\$ (298)	\$ (366)	\$ 68	18.6%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (298)	\$ (366)	\$ 68	-18.6%

Metropolitan Transit System FY21 Operating Budget - November 2020 Financial Review

MTS Board of Directors
January 21, 2021

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – NOVEMBER 30, 2020 - FY 2021

FTA CARES ACT FUNDING

- COVID-19 Budget Impact:
 - FY21 Budget included projected revenue losses and increased expenses
 - Structural deficit of \$101.6M
- Federal CARES Act:
 - \$25B federal stimulus package in response to pandemic
 - MTS share is \$220M
 - FY21 Budget included \$101.6M of projected CARES Act (~46%)
- Favorable budget results in FY21 means less CARES Act needs
 - CARES Act funding available for FY22 and out years
 - Structural deficits are expected to be significant

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – NOVEMBER 30, 2020 - FY 2021

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 19,369	\$ 17,698	\$ 1,670	9.4%
Other Operating Revenue	\$ 7,338	\$ 6,427	\$ 911	14.2%
Operating Revenue	\$ 26,707	\$ 24,126	\$ 2,581	10.7%

- Fare Revenue
 - Revenue unfavorable to prior year by \$21.1M (-52.2%)
 - Ridership unfavorable to the prior year by -21.7M passengers (-57.4%)
- Other Operating Revenue
 - Favorable energy credit revenue and rental income

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – NOVEMBER 30, 2020 - FY 2021

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 63,893	\$ 69,370	\$ 5,477	7.9%
Purchased Transportation	\$ 30,563	\$ 35,368	\$ 4,805	13.6%
Other Outside Services	\$ 11,410	\$ 11,732	\$ 323	2.7%
Energy	\$ 13,950	\$ 14,323	\$ 374	2.6%
Other Expenses	\$ 9,899	\$ 10,346	\$ 447	4.3%
Operating Expenses	\$ 129,715	\$ 141,140	\$ 11,425	8.1%

- Personnel – favorable bus/trolley operator wages and SDTC pension contribution costs
- Purchased Transportation – favorable paratransit expenses due to lower passenger volumes
- Other Outside Services – favorable security costs within Administration
- Energy – favorable CNG, propane, diesel, and gasoline consumption; unfavorable electricity consumption
- Other Expenses – favorable credit card fees, fare system materials, and travel expenses

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – NOVEMBER 30, 2020 - FY 2021

TOTAL OPERATING ACTIVITIES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
MTS Operating Revenue	\$ 26,707	\$ 24,126	\$ 2,581	10.7%
MTS Operating Expenses	\$ 129,715	\$ 141,140	\$ 11,425	8.1%
Total Net Operating Variance	\$ (103,008)	\$ (117,014)	\$ 14,006	12.0%

- Favorable net operating deficit of \$14.0M through November
- Operating Revenue not expected to remain favorable through end of fiscal year
 - Expenses expected to remain favorable through end of fiscal year
- Original budget included \$101.6M in CARES Act funding to balance deficit
- Based on current forecast, now projecting \$80.0M in CARES Act funding in FY21 (~35% of total)



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

January 21, 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 December 4, 2020 through January 12, 2021.

*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

CEO Travel Report (since last Board meeting)

N/A

Board Member Travel Report (since last Board meeting)

N/A



EXPENSE CONTRACTS

Doc #	Organization	Subject	Amount	Day
PWL235.0-177506-05.2_	HMS CONSTRUCTION	NO COST TIME EXTENSION	\$0.00	12/4/2020
G2016.0-17CM001.2	TRC ENGINEERS	LRV UPPER LEVEL PLATFORMS COMBINED	\$67,993.73	12/9/2020
PWL289.3-20	CONAN CONSTRUCTION	CCO3	\$34,966.52	12/9/2020
G2317.1-20	BROWN MARKETING	CLARIFYING BILLING SECTION	\$0.00	12/9/2020
PWG254.2-18	DRAIN MEDIC	ADD LOCATIONS	\$20,124.00	12/10/2020
G1818.3-15	MOOVEL	COMMISSION AMENDMENT	\$8,499.99	12/11/2020
G1844.4-16	PRUDENTIAL	CONTRACT EXTENSION	\$0.00	12/11/2020
G1948.0-17AE-36.02	HNTB CORPORTATION	NO COST TIME EXTENSION	\$0.00	12/11/2020
G2446.0-21	SRECTRADE INC	PURCHASE OF 7200 RECS	\$86,328.00	12/15/2020
B0684.2-18	CENTER FOR TRANSPORTATION & ENVIRONMENT	ADD FUDNS	\$55,771.17	12/16/2020
L1416.4-18	SIEMENS	CONTRACT EXTENSION	\$0.00	12/16/2020
PWL235.0-177506-05.3	HMS CONSTRUCTION	AERIAL FIBER CABLE	\$89,198.93	12/16/2020
L1476.1-19	SIEMENS	ADD FUNDS	\$90,000.00	12/18/2020
G2429.0-21	RINCON CONSTULTANTS	LCFS VERIFICATION SERVICES	\$64,433.00	12/23/2020
B0662.2-17	RELY ENVIRONMENTAL	PAYMENT ASSIGNMENT	\$0.00	12/24/2020
G1800.3-15	KRISTY INVESTIGATIVE BACKGROUND SERVICES	ADD FUNDS	\$25,000.00	12/27/2020
G2414.0-21	WATTS & HARTMANN	STATE LOBBYING SERVICES	\$90,000.00	12/28/2020
PWG275.0-19275-14	ABC CONSTRUCTION	KMD UST CLOSURE	\$99,308.87	12/29/2020
G2179.2-19	FOX SPORTS COLLEGE PROPERTIES	PARTNERSHIP AMENDMMENT	\$0.00	1/6/2021
G1951.0-17-AE-52.03	MOTT MACDONALD	NO COST EXTENSION	\$0.00	1/7/2021
G2053.1-18.27	CIVILIAN	2021 PLANNING	\$14,725.00	1/7/2021
G2151.2-18	EDCO	CANCEL TAXI GARAGE	(\$7,288.40)	1/8/2021
G2434.0-21	CLOUDSDS INC	MSDS/SDS ONLINE DATABASE	\$12,700.00	1/8/2021
B0683.2-18	CUMMINS INC	NO COST TIME EXTENSION	\$0.00	1/11/2021
PWG256.3-18	PARADIGM MECHANICAL	ADD MERV 13 FILTERS	\$11,204.00	1/11/2021
G1973.2-17	AAA PRINTING CO	EXTENSION	\$0.00	1/11/2021
PWG321.1-21	PRESENTATION PRODUCTS DBA SPINITBAR	ADDITIONAL AFTER HOURS MAINTENANCE SUPPORT	\$6,900.00	10/30/2021

REVENUE CONTRACTS & MOUs				
Doc #	Organization	Subject	Amount	Day
L5802.0-19	KTA CONSTRUCTION	JROE EXTEND PERMITS EXP DATES	\$750.00	12/4/2020
S200-21-748	CITY OF LA MESA	SPRING STREET PED XING CMA	\$0.00	12/8/2020
S200-20-740	HMS CONSTRUCTION	EL-ROE-11100	\$0.00	12/9/2020
G2295.2-19	NATIONAL CORE	PALM AVE TOD - ENA EXTENSION	\$25,000.00	12/10/2020
L1556.0-21	AMERICAN SCAFFOLD	ROE PARK & MARKET TROLLEY STATION	\$1,274.58	12/18/2020
S200-21-749	AGUIRRE & ASSOCIATES	ROE CENTRAL AVE & SAN MIGUEL RR CROSS	\$0.00	12/21/2020
L6797.0-21	VERIZON COMMUNICATIONS	JROE 246.1-247.7	\$1,499.58	12/21/2020
S200-10-421.1	CITY OF LA MESA	VAR-DROE-15200	\$0.00	12/24/2020
S00-84-323.4	SAN DIEGO & IMPERIAL VALLEY RAILWAY CO	SHARED MAINTENANCE	\$0.00	1/6/2021
L5825.0-20	THE FISHEL CO	265.40-11220-JROE	\$1,611.87	1/11/2021
G2453.0-21	PROTEA PROPERTIES	CLAIREMONT STATION SHARED PARKING MOU	\$0.00	1/12/2021

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400001265	12/4/2020	Office Depot		G200-OFFICE SUPPLIES	\$34.96	-	-
4400001266	12/7/2020	W.W. Grainger Inc		G130-SHOP TOOLS	\$234.90	-	-
4400001267	12/9/2020	Office Depot		G200-OFFICE SUPPLIES	\$107.32	-	-
4400001268	12/9/2020	Office Depot		G200-OFFICE SUPPLIES	\$241.25	-	-
4400001269	12/9/2020	Mcmaster-Carr Supply Co		M130-CROSSING MECHANISM	\$76.98	-	-
4400001270	12/10/2020	Office Depot		G200-OFFICE SUPPLIES	\$123.03	-	-
4400001271	12/11/2020	Office Depot		G200-OFFICE SUPPLIES	\$62.29	-	-
4400001272	12/14/2020	W.W. Grainger Inc		M180-STATION ELECTRICAL	\$2,497.41	-	-
4400001273	12/14/2020	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$787.38	-	-
4400001274	12/14/2020	Office Depot		G200-OFFICE SUPPLIES	\$34.02	-	-
4400001275	12/17/2020	Office Depot		G200-OFFICE SUPPLIES	\$579.42	-	-
4400001276	12/18/2020	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$1,334.46	-	-
4400001277	12/18/2020	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$1,552.12	-	-
4400001278	12/18/2020	W.W. Grainger Inc		B150-BUS COMM EQUIP.	\$270.65	-	-
4400001279	12/21/2020	Office Depot		G200-OFFICE SUPPLIES	\$200.91	-	-
4400001280	12/21/2020	Office Depot		G200-OFFICE SUPPLIES	\$417.64	-	-
4400001281	12/21/2020	Office Depot		G200-OFFICE SUPPLIES	\$411.35	-	-
4400001282	12/22/2020	W.W. Grainger Inc		M110-SUB STATION	\$497.81	-	-
4400001283	12/24/2020	Office Depot		G200-OFFICE SUPPLIES	\$188.50	-	-
4400001284	12/24/2020	Office Depot		G200-OFFICE SUPPLIES	\$76.15	-	-
4400001285	12/29/2020	Office Depot		G200-OFFICE SUPPLIES	\$51.59	-	-
4400001286	12/30/2020	Office Depot		G200-OFFICE SUPPLIES	\$1,759.30	-	-
4400001287	12/30/2020	Office Depot		G200-OFFICE SUPPLIES	\$16.87	-	-
4400001288	12/31/2020	Office Depot		G200-OFFICE SUPPLIES	\$370.89	-	-
4400001289	1/4/2021	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$718.18	-	-
4400001290	1/4/2021	Office Depot		G200-OFFICE SUPPLIES	\$56.75	-	-
4400001291	1/5/2021	Office Depot		G200-OFFICE SUPPLIES	\$63.88	-	-
4400001292	1/5/2021	Office Depot		G200-OFFICE SUPPLIES	\$12.75	-	-
4400001293	1/6/2021	Office Depot		G200-OFFICE SUPPLIES	\$21.54	-	-
4400001294	1/11/2021	Office Depot		G200-OFFICE SUPPLIES	\$61.23	-	-
4400001295	1/11/2021	Mcmaster-Carr Supply Co		G150-FASTENERS	\$611.53	-	-
4400001296	1/11/2021	Office Depot		G200-OFFICE SUPPLIES	\$32.37	-	-
4400001297	1/12/2021	Office Depot		G200-OFFICE SUPPLIES	\$83.94	-	-
4400001298	1/12/2021	W.W. Grainger Inc		F150-DOORS, OVERHEAD	\$1,665.15	-	-
4400001299	1/12/2021	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$431.73	-	-
4500035934	12/4/2020	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$1,048.40	-	-
4500035935	12/4/2020	SC Commercial, LLC		G170-LUBRICANTS	\$3,310.40	-	-
4500035936	12/4/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$2,639.28	-	-
4500035937	12/4/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$417.69	-	-
4500035938	12/4/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,200.91	-	-
4500035939	12/4/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$42.85	-	-
4500035940	12/4/2020	Gillig LLC		B160-BUS ELECTRICAL	\$1,122.94	-	-
4500035941	12/4/2020	Supreme Oil Company		B180-BUS DIESEL	\$3,474.83	-	-
4500035942	12/4/2020	A-Z Bus Sales		P280-GENERAL SVC AGRMNTS	\$26,379.45	-	-
4500035943	12/4/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$61.53	-	-
4500035945	12/4/2020	The Gordian Group, Inc.		C120-SPECIALTY CONTRACTOR	\$2,976.83	-	-
4500035946	12/4/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,905.41	-	-
4500035947	12/4/2020	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$930.48	-	-
4500035948	12/4/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$201.99	-	-
4500035949	12/4/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$2,333.73	-	-
4500035950	12/4/2020	Winchester Industries Inc		G130-SHOP TOOLS	\$1,568.84	-	-
4500035951	12/4/2020	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$353.36	-	-
4500035952	12/4/2020	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	\$7,481.84	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500035953	12/4/2020	Charter Industrial Supply Inc	Small Business	G130-SHOP TOOLS	\$1,361.27	-	-
4500035954	12/6/2020	Kenneth Place		P130-EQUIP MAINT REPR SVC	\$170.49	-	-
4500035955	12/6/2020	Home Depot USA Inc		G130-SHOP TOOLS	\$428.85	-	-
4500035956	12/6/2020	Padre Janitorial Supplies Inc	Small Business	G180-JANITORIAL SUPPLIES	\$161.63	-	-
4500035957	12/7/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$377.75	-	-
4500035958	12/7/2020	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$164.57	-	-
4500035959	12/7/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$1,029.76	-	-
4500035960	12/7/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$155.54	-	-
4500035961	12/7/2020	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$8,853.68	-	-
4500035962	12/7/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$45.64	-	-
4500035963	12/7/2020	Norman Industrial Materials		B250-BUS REPAIR PARTS	\$95.65	-	-
4500035964	12/7/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$827.70	-	-
4500035965	12/7/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	\$146.81	-	-
4500035966	12/7/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$17.42	-	-
4500035967	12/7/2020	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$28.71	-	-
4500035968	12/7/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,399.46	-	-
4500035969	12/7/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$62.77	-	-
4500035970	12/7/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$5,848.15	-	-
4500035971	12/7/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$4,155.15	-	-
4500035972	12/7/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$41.76	-	-
4500035973	12/7/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$82.49	-	-
4500035974	12/7/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$8,353.60	-	-
4500035975	12/7/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$16.13	-	-
4500035976	12/7/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,200.91	-	-
4500035977	12/7/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$341.57	-	-
4500035978	12/7/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$27.29	-	-
4500035979	12/7/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$573.83	-	-
4500035980	12/7/2020	Kojae LLC		P440-CATERING SERVICES	\$2,828.45	-	-
4500035981	12/7/2020	Arm Camco LLC		R160-RAIL/LRV ELECTRICAL	\$2,155.00	-	-
4500035982	12/7/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$4,094.50	-	-
4500035983	12/7/2020	Gillig LLC		B160-BUS ELECTRICAL	\$390.01	-	-
4500035984	12/7/2020	Gillig LLC		R120-RAIL/LRV CAR BODY	\$3,228.59	-	-
4500035985	12/7/2020	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$3,071.76	-	-
4500035986	12/7/2020	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$26.94	-	-
4500035987	12/7/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$401.11	-	-
4500035988	12/7/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	\$67.29	-	-
4500035989	12/7/2020	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$1,767.10	-	-
4500035990	12/7/2020	AFL Telecommunications, Inc.		M120-OVRHEAD CATENARY SYS	\$7,755.86	-	-
4500035991	12/7/2020	Home Depot USA Inc		B240-BUS/VEHICLE PROCRMNT	\$374.97	-	-
4500035992	12/7/2020	Kaman Industrial Technologies		G170-LUBRICANTS	\$11,616.37	-	-
4500035993	12/7/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$201.89	-	-
4500035994	12/7/2020	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$5,124.61	-	-
4500035995	12/7/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	\$808.13	-	-
4500035996	12/7/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$111.85	-	-
4500035997	12/7/2020	OneSource Distributors, LLC		G190-SAFETY/MED SUPPLIES	\$221.64	-	-
4500035998	12/7/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$247.29	-	-
4500035999	12/7/2020	Chromate Industrial Corporation		M120-OVRHEAD CATENARY SYS	\$1,292.25	-	-
4500036000	12/7/2020	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$592.90	-	-
4500036001	12/7/2020	Fastenal Company		G140-SHOP SUPPLIES	\$124.88	-	-
4500036002	12/7/2020	Home Depot USA Inc		G170-LUBRICANTS	\$254.72	-	-
4500036003	12/7/2020	Ace Uniforms & Accessories	Small Business	G120-SECURITY	\$463.31	-	-
4500036005	12/7/2020	L & L Printers Carlsbad LLC		G230-PRINTED MATERIALS	\$3,439.38	-	-
4500036006	12/7/2020	Clear Sign & Design Inc	Small Business	G230-PRINTED MATERIALS	\$679.62	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036007	12/7/2020	Voice of San Diego		P310-ADVERTISING SERVICES	\$900.90	-	-
4500036008	12/7/2020	VCA Animal Hospitals, Inc.		G120-SECURITY	\$76.48	-	-
4500036009	12/8/2020	W.W. Grainger Inc		B190-BUS FARE EQUIP	\$257.85	-	-
4500036010	12/8/2020	HD Supply Construction Supply, LTD.		G130-SHOP TOOLS	\$1,098.63	-	-
4500036011	12/8/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$549.05	-	-
4500036012	12/8/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$2,706.02	-	-
4500036013	12/8/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$32.33	-	-
4500036014	12/8/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$83.62	-	-
4500036015	12/8/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	\$275.70	-	-
4500036016	12/8/2020	U.S. Train Products LLC		R120-RAIL/LRV CAR BODY	\$85.17	-	-
4500036017	12/8/2020	NS Corporation		F110-SHOP/BLDG MACHINERY	\$374.20	-	-
4500036018	12/8/2020	Citywide Auto Glass Inc		G130-SHOP TOOLS	\$28.28	-	-
4500036019	12/8/2020	West-Lite Supply Co Inc	Small Business	R160-RAIL/LRV ELECTRICAL	\$48.50	-	-
4500036020	12/8/2020	Muncie Transit Supply		B140-BUS CHASSIS	\$2.05	-	-
4500036021	12/8/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$310.01	-	-
4500036022	12/8/2020	Gillig LLC		R200-RAIL/LRV SEATING	\$1,228.56	-	-
4500036023	12/8/2020	Ferguson Enterprises		F110-SHOP/BLDG MACHINERY	\$241.10	-	-
4500036024	12/8/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,631.44	-	-
4500036025	12/8/2020	Gillig LLC		B250-BUS REPAIR PARTS	\$19.91	-	-
4500036026	12/8/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$61.08	-	-
4500036027	12/8/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$15.09	-	-
4500036028	12/8/2020	Muncie Transit Supply		B130-BUS BODY	\$13.28	-	-
4500036029	12/8/2020	Gillig LLC		B250-BUS REPAIR PARTS	\$842.05	-	-
4500036030	12/8/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$3,155.80	-	-
4500036031	12/8/2020	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	\$144.33	-	-
4500036032	12/8/2020	Battery Systems Inc		B160-BUS ELECTRICAL	\$1,137.38	-	-
4500036033	12/8/2020	Fastenal Company		R130-RAIL/LRV COUPLER	\$340.33	-	-
4500036034	12/8/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,295.75	-	-
4500036035	12/8/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	\$33.23	-	-
4500036037	12/9/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	\$5,891.45	-	-
4500036038	12/9/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$2,499.37	-	-
4500036039	12/9/2020	Freeby Signs		B250-BUS REPAIR PARTS	\$175.85	-	-
4500036040	12/9/2020	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$12.27	-	-
4500036041	12/9/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$3,557.94	-	-
4500036042	12/9/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$154.85	-	-
4500036043	12/9/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$87.83	-	-
4500036044	12/9/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$440.74	-	-
4500036045	12/9/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$7,015.93	-	-
4500036046	12/9/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$47.77	-	-
4500036047	12/9/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	\$53.83	-	-
4500036048	12/9/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$82.44	-	-
4500036049	12/9/2020	StuntCams LLC		G120-SECURITY	\$4,500.00	-	-
4500036050	12/9/2020	AFL Telecommunications, Inc.		M120-OVRHEAD CATENARY SYS	\$2,479.07	-	-
4500036051	12/9/2020	Kiel NA LLC		B130-BUS BODY	\$881.84	-	-
4500036052	12/9/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$440.59	-	-
4500036053	12/9/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$544.61	-	-
4500036054	12/9/2020	Safeway, Inc.		G250-NOVELTIES & AWARDS	\$350.00	-	-
4500036055	12/9/2020	Aztec Shops, Ltd.		G230-PRINTED MATERIALS	\$300.00	-	-
4500036056	12/9/2020	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$907.17	-	-
4500036057	12/9/2020	Mithril Enterprises	Small Business	G200-OFFICE SUPPLIES	\$1,552.68	-	-
4500036058	12/9/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$133.96	-	-
4500036059	12/9/2020	Muncie Transit Supply		B140-BUS CHASSIS	\$212.49	-	-
4500036060	12/9/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$4,136.86	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036061	12/9/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$1,734.32	-	-
4500036063	12/10/2020	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$20,992.28	-	-
4500036064	12/10/2020	James C. Jennewein		P310-ADVERTISING SERVICES	\$499.00	-	-
4500036065	12/10/2020	SDSU Foundation		P310-ADVERTISING SERVICES	\$1,000.00	-	-
4500036066	12/10/2020	Warren Communications Inc		P310-ADVERTISING SERVICES	\$1,801.80	-	-
4500036067	12/10/2020	Edward A. Verdugo		P310-ADVERTISING SERVICES	\$660.00	-	-
4500036068	12/10/2020	Mannis Communications		P310-ADVERTISING SERVICES	\$1,754.00	-	-
4500036069	12/10/2020	San Diego Chinese Tribune		P310-ADVERTISING SERVICES	\$760.00	-	-
4500036070	12/10/2020	San Diego Union Tribune LLC		P310-ADVERTISING SERVICES	\$2,541.00	-	-
4500036071	12/10/2020	Vietnamese American Media Corp		P310-ADVERTISING SERVICES	\$240.00	-	-
4500036072	12/10/2020	The Filipino Press, Inc.		P310-ADVERTISING SERVICES	\$735.00	-	-
4500036073	12/10/2020	Latina & Associates Inc.		P310-ADVERTISING SERVICES	\$1,146.00	-	-
4500036074	12/10/2020	Eckenroth Publications, Inc.		P310-ADVERTISING SERVICES	\$761.00	-	-
4500036075	12/10/2020	Christopher O'Connell		P310-ADVERTISING SERVICES	\$150.00	-	-
4500036076	12/10/2020	Ace Uniforms & Accessories	Small Business	G120-SECURITY	\$3,690.44	-	-
4500036077	12/10/2020	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,091.40	-	-
4500036078	12/10/2020	Thompson Building Materials		R230-RAIL/LRV MECHANICAL	\$3,067.54	-	-
4500036079	12/10/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	\$124.12	-	-
4500036081	12/10/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$1,906.29	-	-
4500036082	12/10/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,313.44	-	-
4500036083	12/10/2020	Gillig LLC		B250-BUS REPAIR PARTS	\$134.75	-	-
4500036084	12/10/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$21.65	-	-
4500036085	12/10/2020	Jeyco Products Inc		G170-LUBRICANTS	\$72.40	-	-
4500036086	12/10/2020	Vern Rose Inc		G140-SHOP SUPPLIES	\$72.14	-	-
4500036087	12/10/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$452.08	-	-
4500036088	12/10/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$815.74	-	-
4500036089	12/10/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$60.04	-	-
4500036090	12/10/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,544.20	-	-
4500036091	12/10/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$257.20	-	-
4500036092	12/10/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$290.82	-	-
4500036093	12/10/2020	Magaldi & Magaldi Inc		B250-BUS REPAIR PARTS	\$940.34	-	-
4500036094	12/10/2020	Gillig LLC		B250-BUS REPAIR PARTS	\$111.26	-	-
4500036095	12/10/2020	Cable, Pipe & Leak Detection, Inc.		P260-TESTING & ANALYSIS	\$380.00	-	-
4500036096	12/10/2020	Conduent Transport Solutions, Inc.		B150-BUS COMM EQUIP.	\$847.13	-	-
4500036097	12/10/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	\$67.57	-	-
4500036098	12/10/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$250.68	-	-
4500036099	12/10/2020	Transit Holdings Inc		B130-BUS BODY	\$118.14	-	-
4500036100	12/10/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$205.28	-	-
4500036101	12/10/2020	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	\$35.01	-	-
4500036102	12/10/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	\$270.00	-	-
4500036103	12/10/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$66.41	-	-
4500036104	12/11/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$37,362.56	-	-
4500036105	12/11/2020	Reid and Clark Screen Arts Co		G230-PRINTED MATERIALS	\$840.45	-	-
4500036106	12/11/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	\$72.22	-	-
4500036107	12/11/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$287.68	-	-
4500036108	12/11/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$647.16	-	-
4500036109	12/11/2020	G & A Auto Air Conditioning		A140-AUTO/TRUCK REPAIR	\$89.99	-	-
4500036110	12/11/2020	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$1,224.79	-	-
4500036111	12/11/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,050.80	-	-
4500036112	12/11/2020	Transit Holdings Inc		B130-BUS BODY	\$905.83	-	-
4500036113	12/11/2020	CDW LLC		G200-OFFICE SUPPLIES	\$277.97	-	-
4500036114	12/11/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	\$852.83	-	-
4500036115	12/11/2020	Culligan of San Diego		G140-SHOP SUPPLIES	\$2,040.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036116	12/11/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$104.15	-	-
4500036117	12/11/2020	Voice of San Diego		P310-ADVERTISING SERVICES	\$1,200.00	-	-
4500036118	12/11/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$121.44	-	-
4500036119	12/11/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$1,481.85	-	-
4500036120	12/11/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$230.69	-	-
4500036121	12/11/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$327.32	-	-
4500036122	12/11/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,660.31	-	-
4500036123	12/11/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$303.53	-	-
4500036124	12/11/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$2,991.33	-	-
4500036125	12/11/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$301.48	-	-
4500036126	12/11/2020	Prochem Specialty Products Inc	Small Business	G170-LUBRICANTS	\$237.05	-	-
4500036127	12/11/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$186.87	-	-
4500036128	12/11/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	\$83.27	-	-
4500036129	12/11/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$19.64	-	-
4500036130	12/14/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$8,569.35	-	-
4500036131	12/14/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,194.74	-	-
4500036132	12/14/2020	Muncie Transit Supply		B140-BUS CHASSIS	\$2.05	-	-
4500036133	12/14/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$4,954.57	-	-
4500036134	12/14/2020	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	\$364.20	-	-
4500036135	12/14/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$1,379.47	-	-
4500036136	12/14/2020	Transit Holdings Inc		B130-BUS BODY	\$182.72	-	-
4500036137	12/14/2020	Mcmaster-Carr Supply Co		B160-BUS ELECTRICAL	\$76.35	-	-
4500036138	12/14/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$191.73	-	-
4500036139	12/14/2020	Muncie Transit Supply		B130-BUS BODY	\$72.04	-	-
4500036140	12/14/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$739.00	-	-
4500036141	12/14/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$61.24	-	-
4500036142	12/14/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$22.56	-	-
4500036143	12/14/2020	Culligan of San Diego		M140-WAYSIDE SIGNALS	\$20.00	-	-
4500036144	12/14/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,935.35	-	-
4500036145	12/14/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$301.82	-	-
4500036146	12/14/2020	Powertech Converter Corp		R160-RAIL/LRV ELECTRICAL	\$3,564.03	-	-
4500036147	12/14/2020	Fastenal Company		R160-RAIL/LRV ELECTRICAL	\$224.12	-	-
4500036148	12/14/2020	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$2,096.34	-	-
4500036149	12/14/2020	R.B. Hornberger Co Inc		T110-TRACK, RAIL	\$250.19	-	-
4500036150	12/14/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	\$2,586.00	-	-
4500036151	12/14/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$21,130.63	-	-
4500036152	12/14/2020	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	\$2,425.04	-	-
4500036153	12/14/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$123.92	-	-
4500036154	12/14/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$440.49	-	-
4500036155	12/14/2020	Freeby Signs		B130-BUS BODY	\$20.20	-	-
4500036156	12/14/2020	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$1,132.65	-	-
4500036157	12/14/2020	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,091.40	-	-
4500036158	12/14/2020	Waxie's Enterprises Inc.		G130-SHOP TOOLS	\$24.31	-	-
4500036159	12/14/2020	SC Commercial, LLC		G170-LUBRICANTS	\$1,874.85	-	-
4500036160	12/14/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	\$559.13	-	-
4500036161	12/14/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$142.13	-	-
4500036162	12/14/2020	SC Commercial, LLC		G170-LUBRICANTS	\$324.57	-	-
4500036163	12/14/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$23.53	-	-
4500036164	12/14/2020	Gillig LLC		B140-BUS CHASSIS	\$33.29	-	-
4500036165	12/14/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$82.25	-	-
4500036166	12/15/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$4,404.07	-	-
4500036167	12/15/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$62.77	-	-
4500036168	12/15/2020	Muncie Transit Supply		B140-BUS CHASSIS	\$8.19	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036169	12/15/2020	Transit Holdings Inc		B130-BUS BODY	\$4,106.01	-	-
4500036170	12/15/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$169.65	-	-
4500036171	12/15/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$755.98	-	-
4500036172	12/15/2020	AFL Telecommunications, Inc.		M120-OVRHEAD CATENARY SYS	\$7,138.45	-	-
4500036173	12/15/2020	Fastenal Company		G130-SHOP TOOLS	\$345.06	-	-
4500036174	12/15/2020	Chromate Industrial Corporation		R190-RAIL/LRV PANTOGRAPH	\$47.41	-	-
4500036175	12/15/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$272.53	-	-
4500036176	12/15/2020	FRS Environmental Inc		P160-EQUIPMENT RENTALS	\$46,500.00	-	-
4500036177	12/15/2020	Mcmaster-Carr Supply Co		R210-RAIL/LRV TIRES	\$305.71	-	-
4500036178	12/15/2020	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$137.81	-	-
4500036179	12/15/2020	Jeyco Products Inc		G150-FASTENERS	\$9.71	-	-
4500036180	12/15/2020	Gillig LLC		B140-BUS CHASSIS	\$2,347.93	-	-
4500036181	12/15/2020	Airgas Inc		G140-SHOP SUPPLIES	\$97.19	-	-
4500036182	12/15/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$35.45	-	-
4500036183	12/15/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$866.36	-	-
4500036184	12/15/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$330.95	-	-
4500036185	12/15/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$481.26	-	-
4500036186	12/15/2020	Gillig LLC		B200-BUS PWR TRAIN EQUIP	\$128.50	-	-
4500036187	12/15/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$1,850.63	-	-
4500036188	12/15/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$403.84	-	-
4500036189	12/15/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	\$3,185.63	-	-
4500036190	12/15/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$74.53	-	-
4500036191	12/15/2020	Kiel NA LLC		B130-BUS BODY	\$545.71	-	-
4500036192	12/15/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	\$3,080.00	-	-
4500036193	12/15/2020	Nth Generation Computing Inc	Woman Owned Business	I110-INFORMATION TECH	\$66,100.00	-	-
4500036194	12/16/2020	Annex Automotive and		R240-RAIL/LRV REPR PARTS	\$472.97	-	-
4500036195	12/16/2020	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$11,944.09	-	-
4500036196	12/16/2020	B Hepworth & Company Limited		R160-RAIL/LRV ELECTRICAL	\$1,603.11	-	-
4500036197	12/16/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$72.02	-	-
4500036198	12/16/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$261.87	-	-
4500036199	12/16/2020	OneSource Distributors, LLC		M180-STATION ELECTRICAL	\$55.60	-	-
4500036200	12/16/2020	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$491.26	-	-
4500036201	12/16/2020	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	\$523.19	-	-
4500036202	12/16/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$150.86	-	-
4500036203	12/16/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	\$270.00	-	-
4500036204	12/16/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$38.77	-	-
4500036205	12/16/2020	SRECTrade, Inc.		G270-ELECTRICAL/LIGHTING	\$86,328.00	-	-
4500036206	12/16/2020	Muncie Transit Supply		B140-BUS CHASSIS	\$8.19	-	-
4500036207	12/16/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$339.62	-	-
4500036208	12/16/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$998.19	-	-
4500036209	12/16/2020	Transit Holdings Inc		B130-BUS BODY	\$640.85	-	-
4500036210	12/16/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$1,841.74	-	-
4500036211	12/16/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$31.07	-	-
4500036212	12/16/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$213.64	-	-
4500036213	12/16/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$774.87	-	-
4500036214	12/16/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$55.30	-	-
4500036215	12/16/2020	Gillig LLC		B130-BUS BODY	\$89.65	-	-
4500036216	12/16/2020	Jeyco Products Inc		G170-LUBRICANTS	\$30.55	-	-
4500036217	12/16/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$29.25	-	-
4500036218	12/16/2020	R.S. Hughes Co Inc		B130-BUS BODY	\$65.23	-	-
4500036219	12/16/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	\$270.00	-	-
4500036220	12/16/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$2,717.67	-	-
4500036221	12/17/2020	Home Depot USA Inc		G110-BUS/TROLLEY SIGNAGE	\$59.04	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036222	12/17/2020	Daniels Tire Service		A110-AUTO/TRUCK TIRES	\$559.96	-	-
4500036223	12/17/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$165.77	-	-
4500036224	12/17/2020	Reid and Clark Screen Arts Co		P210-NON-REV VEH REPAIRS	\$380.67	-	-
4500036225	12/17/2020	Eran Hason		P120-BLDG/FACILITY REPRS	\$65.00	-	-
4500036226	12/17/2020	Vinyard Doors	Woman Owned Business	P120-BLDG/FACILITY REPRS	\$950.00	-	-
4500036227	12/17/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$26,212.68	-	-
4500036228	12/17/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$113.01	-	-
4500036229	12/17/2020	Battery Systems Inc		B160-BUS ELECTRICAL	\$6,357.25	-	-
4500036230	12/17/2020	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	\$1,162.63	-	-
4500036231	12/17/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$1,046.29	-	-
4500036232	12/17/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	\$80.49	-	-
4500036233	12/17/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$151.12	-	-
4500036234	12/17/2020	NCH Corporation		R220-RAIL/LRV TRUCKS	\$234.90	-	-
4500036235	12/17/2020	Muncie Transit Supply		B130-BUS BODY	\$6.18	-	-
4500036236	12/17/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$497.80	-	-
4500036237	12/17/2020	SC Commercial, LLC		B180-BUS DIESEL	\$3,312.45	-	-
4500036238	12/17/2020	Transit Holdings Inc		B130-BUS BODY	\$1,751.84	-	-
4500036239	12/17/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$43.58	-	-
4500036240	12/17/2020	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$175.83	-	-
4500036241	12/17/2020	Muncie Transit Supply		B130-BUS BODY	\$34.39	-	-
4500036242	12/17/2020	Kiel NA LLC		B130-BUS BODY	\$881.84	-	-
4500036243	12/17/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$190.35	-	-
4500036244	12/17/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$556.36	-	-
4500036245	12/17/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$240.76	-	-
4500036246	12/17/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$28.77	-	-
4500036247	12/17/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	\$67.29	-	-
4500036248	12/17/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$1,447.90	-	-
4500036249	12/17/2020	Gillig LLC		B160-BUS ELECTRICAL	\$980.58	-	-
4500036250	12/18/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$6,353.80	-	-
4500036251	12/18/2020	Fastenal Company		G140-SHOP SUPPLIES	\$9,153.84	-	-
4500036252	12/18/2020	Siemens Mobility, Inc.		R130-RAIL/LRV COUPLER	\$161.63	-	-
4500036253	12/18/2020	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	\$633.57	-	-
4500036254	12/18/2020	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$3,336.91	-	-
4500036255	12/18/2020	Jeyco Products Inc		G150-FASTENERS	\$137.92	-	-
4500036256	12/18/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,023.70	-	-
4500036257	12/18/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$2,544.13	-	-
4500036258	12/18/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$152.19	-	-
4500036259	12/18/2020	Steven Timme		G230-PRINTED MATERIALS	\$2,390.50	-	-
4500036260	12/18/2020	Grah Safe & Lock Inc	Small Business	P130-EQUIP MAINT REPR SVC	\$234.00	-	-
4500036261	12/18/2020	Eran Hason		P120-BLDG/FACILITY REPRS	\$157.37	-	-
4500036262	12/18/2020	ZUZA LLC		G230-PRINTED MATERIALS	\$3,222.15	-	-
4500036263	12/18/2020	Gillig LLC		B250-BUS REPAIR PARTS	\$1,033.57	-	-
4500036264	12/20/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$8.57	-	-
4500036265	12/20/2020	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	\$2,451.35	-	-
4500036266	12/20/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$143.57	-	-
4500036267	12/20/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$88.20	-	-
4500036268	12/20/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$65.02	-	-
4500036269	12/20/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$141.18	-	-
4500036270	12/20/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$56.42	-	-
4500036271	12/20/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,900.85	-	-
4500036272	12/20/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$277.61	-	-
4500036273	12/20/2020	Don Oleson Inc	Small Business	B250-BUS REPAIR PARTS	\$450.00	-	-
4500036274	12/20/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$63.45	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036275	12/20/2020	Battery Power Inc.		B160-BUS ELECTRICAL	\$14,219.77	-	-
4500036276	12/20/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$258.17	-	-
4500036277	12/20/2020	United Refrigeration Inc		G170-LUBRICANTS	\$150.76	-	-
4500036278	12/20/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$582.24	-	-
4500036279	12/20/2020	SPX Corporation		G290-FARE REVENUE EQUIP	\$712.70	-	-
4500036280	12/21/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,200.91	-	-
4500036281	12/21/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$2,538.80	-	-
4500036282	12/21/2020	Synco Chemical Corporation		G170-LUBRICANTS	\$15,784.95	-	-
4500036283	12/21/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$109.91	-	-
4500036284	12/21/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	\$8,497.67	-	-
4500036285	12/21/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$279.91	-	-
4500036286	12/21/2020	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$567.14	-	-
4500036287	12/21/2020	Fastenal Company		G150-FASTENERS	\$117.23	-	-
4500036288	12/21/2020	W.W. Grainger Inc		R220-RAIL/LRV TRUCKS	\$165.51	-	-
4500036289	12/21/2020	HD Supply Construction Supply, LTD.		M180-STATION ELECTRICAL	\$2,777.37	-	-
4500036290	12/21/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$8,877.60	-	-
4500036291	12/21/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,200.91	-	-
4500036292	12/21/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	\$21,100.84	-	-
4500036293	12/21/2020	Myers & Sons Hi-Way Safety Inc		M120-OVRHEAD CATENARY SYS	\$241.83	-	-
4500036294	12/21/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$3,404.98	-	-
4500036295	12/21/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$25.43	-	-
4500036296	12/21/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$2,476.73	-	-
4500036297	12/21/2020	Robcar Corporation	Woman Owned Business	F180-BUILDING MATERIALS	\$224.09	-	-
4500036298	12/21/2020	Gillig LLC		B160-BUS ELECTRICAL	\$1,269.92	-	-
4500036299	12/21/2020	AFL Telecommunications, Inc.		M120-OVRHEAD CATENARY SYS	\$3,041.79	-	-
4500036300	12/21/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$11.46	-	-
4500036301	12/21/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$489.70	-	-
4500036302	12/21/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,348.72	-	-
4500036303	12/21/2020	West-Lite Supply Co Inc	Small Business	G120-SECURITY	\$640.35	-	-
4500036304	12/21/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$107.71	-	-
4500036305	12/21/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$38,686.56	-	-
4500036306	12/21/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$126.08	-	-
4500036307	12/21/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$929.96	-	-
4500036308	12/21/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$81.24	-	-
4500036309	12/21/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$1,234.59	-	-
4500036310	12/21/2020	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$695.74	-	-
4500036311	12/21/2020	SPX Corporation		B190-BUS FARE EQUIP	\$2,886.69	-	-
4500036312	12/21/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$315.38	-	-
4500036313	12/21/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$104.43	-	-
4500036314	12/22/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$7,272.08	-	-
4500036315	12/22/2020	Transit Holdings Inc		B130-BUS BODY	\$473.69	-	-
4500036316	12/22/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$252.76	-	-
4500036317	12/22/2020	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,785.00	-	-
4500036318	12/22/2020	San Diego Seal Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$34.09	-	-
4500036319	12/22/2020	Fastenal Company		G170-LUBRICANTS	\$1,439.11	-	-
4500036320	12/22/2020	Airgas Inc		G140-SHOP SUPPLIES	\$97.15	-	-
4500036321	12/22/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$481.26	-	-
4500036322	12/22/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$2,182.29	-	-
4500036323	12/22/2020	Reid and Clark Screen Arts Co		G110-BUS/TROLLEY SIGNAGE	\$1,072.12	-	-
4500036324	12/22/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$175.64	-	-
4500036325	12/22/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	\$796.34	-	-
4500036326	12/22/2020	SC Commercial, LLC		B180-BUS DIESEL	\$3,556.02	-	-
4500036327	12/22/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	\$176.60	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036328	12/22/2020	Muncie Transit Supply		B130-BUS BODY	\$68.32	-	-
4500036329	12/22/2020	Aztec Fire & Safety	Small Business	G140-SHOP SUPPLIES	\$1,696.11	-	-
4500036330	12/22/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$78.55	-	-
4500036331	12/22/2020	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$101.98	-	-
4500036332	12/23/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$85.82	-	-
4500036333	12/23/2020	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$998.47	-	-
4500036334	12/23/2020	Shucri I. Yaghi		P280-GENERAL SVC AGRMNTS	\$2,600.00	-	-
4500036335	12/23/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$1,096.36	-	-
4500036336	12/23/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$989.00	-	-
4500036337	12/23/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$97.76	-	-
4500036338	12/23/2020	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	\$381.44	-	-
4500036339	12/23/2020	W.W. Grainger Inc		F180-BUILDING MATERIALS	\$159.04	-	-
4500036340	12/23/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$676.00	-	-
4500036341	12/23/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	\$22.15	-	-
4500036342	12/23/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	\$54.93	-	-
4500036343	12/23/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$35.15	-	-
4500036344	12/23/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$11.52	-	-
4500036345	12/23/2020	Padres LP		G250-NOVELTIES & AWARDS	\$415.00	-	-
4500036346	12/23/2020	Raphael's Party Rentals Inc		P160-EQUIPMENT RENTALS	\$43.00	-	-
4500036347	12/23/2020	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$12,421.21	-	-
4500036348	12/23/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$124.01	-	-
4500036349	12/23/2020	Chromate Industrial Corporation		R160-RAIL/LRV ELECTRICAL	\$187.49	-	-
4500036350	12/23/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,077.53	-	-
4500036351	12/23/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$14,901.55	-	-
4500036352	12/23/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	\$8,889.38	-	-
4500036353	12/23/2020	Emergent LLC		I140-IT CAPITAL SOFTWARE	\$1,040.39	-	-
4500036354	12/24/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$4,202.25	-	-
4500036355	12/24/2020	General Signals Inc		M130-CROSSING MECHANISM	\$4,296.53	-	-
4500036356	12/24/2020	Laird Plastics, Inc		G290-FARE REVENUE EQUIP	\$531.21	-	-
4500036357	12/24/2020	Fastenal Company		G140-SHOP SUPPLIES	\$124.39	-	-
4500036358	12/24/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$5,656.79	-	-
4500036359	12/24/2020	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	\$1,162.63	-	-
4500036360	12/24/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$138.81	-	-
4500036361	12/24/2020	CDW LLC		I110-INFORMATION TECH	\$1,200.85	-	-
4500036362	12/24/2020	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$1,012.94	-	-
4500036363	12/24/2020	Communication Wiring Specialists In	Small Business	I110-INFORMATION TECH	\$18,340.00	-	-
4500036364	12/24/2020	Airgas Inc		G140-SHOP SUPPLIES	\$8,382.95	-	-
4500036365	12/24/2020	Home Depot USA Inc		G220-OFFICE EQUIPMENT	\$98.25	-	-
4500036366	12/28/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$9,093.40	-	-
4500036367	12/28/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,256.39	-	-
4500036368	12/28/2020	Mohawk Mfg & Supply Co		B130-BUS BODY	\$261.61	-	-
4500036369	12/28/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$1,123.29	-	-
4500036370	12/28/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$1,628.62	-	-
4500036371	12/28/2020	Fastenal Company		G140-SHOP SUPPLIES	\$2,040.87	-	-
4500036372	12/28/2020	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$142.23	-	-
4500036373	12/28/2020	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$147.85	-	-
4500036374	12/28/2020	W.W. Grainger Inc		G170-LUBRICANTS	\$435.74	-	-
4500036375	12/28/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$2,310.35	-	-
4500036376	12/28/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$3,103.22	-	-
4500036377	12/28/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$20.91	-	-
4500036378	12/28/2020	Gillig LLC		B160-BUS ELECTRICAL	\$249.07	-	-
4500036379	12/28/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$93.31	-	-
4500036380	12/28/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$518.04	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036381	12/28/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$10,969.93	-	-
4500036382	12/28/2020	Jeyco Products Inc		G150-FASTENERS	\$11.09	-	-
4500036383	12/28/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$389.16	-	-
4500036384	12/28/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$153.65	-	-
4500036385	12/28/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$323.55	-	-
4500036386	12/29/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$37.24	-	-
4500036387	12/29/2020	Trolley Support LLC		B250-BUS REPAIR PARTS	\$3,006.23	-	-
4500036388	12/29/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$14,735.89	-	-
4500036389	12/29/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$261.69	-	-
4500036390	12/29/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$271.10	-	-
4500036391	12/29/2020	Fastenal Company		G140-SHOP SUPPLIES	\$142.56	-	-
4500036392	12/29/2020	OneSource Distributors, LLC		M140-WAYSIDE SIGNALS	\$77.85	-	-
4500036393	12/29/2020	Chromate Industrial Corporation		G270-ELECTRICAL/LIGHTING	\$246.51	-	-
4500036394	12/29/2020	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	\$365.76	-	-
4500036395	12/29/2020	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	\$178.63	-	-
4500036396	12/29/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$139.24	-	-
4500036397	12/29/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$284.75	-	-
4500036398	12/29/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$92.84	-	-
4500036399	12/29/2020	Jeyco Products Inc		G150-FASTENERS	\$15.87	-	-
4500036400	12/29/2020	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	\$50.13	-	-
4500036401	12/29/2020	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	\$100.21	-	-
4500036402	12/29/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$719.10	-	-
4500036403	12/29/2020	Waco Filters Corporation		F120-BUS/LRV PAINT BOOTHS	\$453.59	-	-
4500036404	12/29/2020	Muncie Transit Supply		B140-BUS CHASSIS	\$212.44	-	-
4500036405	12/29/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$17.71	-	-
4500036406	12/29/2020	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	\$110.55	-	-
4500036407	12/29/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$315.27	-	-
4500036408	12/29/2020	Northwest Pump & Equipment Co		G130-SHOP TOOLS	\$381.98	-	-
4500036409	12/29/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$98.70	-	-
4500036410	12/29/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	\$8,081.25	-	-
4500036411	12/29/2020	Battery Systems Inc		B160-BUS ELECTRICAL	\$2,274.75	-	-
4500036412	12/30/2020	Home Depot USA Inc		F180-BUILDING MATERIALS	\$290.06	-	-
4500036413	12/30/2020	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	\$1,607.63	-	-
4500036414	12/30/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$78.02	-	-
4500036415	12/30/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$1,524.71	-	-
4500036416	12/30/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$317.87	-	-
4500036417	12/30/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$247.29	-	-
4500036418	12/30/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$1,206.00	-	-
4500036419	12/30/2020	Muncie Transit Supply		B160-BUS ELECTRICAL	\$2.48	-	-
4500036420	12/30/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$3,432.27	-	-
4500036421	12/30/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,175.67	-	-
4500036422	12/30/2020	B & S Graphics Inc		B130-BUS BODY	\$240.37	-	-
4500036423	12/30/2020	Gillig LLC		B160-BUS ELECTRICAL	\$104.70	-	-
4500036424	12/30/2020	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	\$3,070.88	-	-
4500036425	12/30/2020	Kurt Morgan		G200-OFFICE SUPPLIES	\$719.10	-	-
4500036427	12/30/2020	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$25.99	-	-
4500036428	12/30/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$199.12	-	-
4500036429	12/30/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	\$1,448.12	-	-
4500036430	12/30/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$25.76	-	-
4500036431	12/30/2020	Fastenal Company		G130-SHOP TOOLS	\$149.28	-	-
4500036432	12/30/2020	Carlos Guzman Inc		R120-RAIL/LRV CAR BODY	\$2,654.96	-	-
4500036433	12/30/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	\$1,251.15	-	-
4500036434	12/30/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,960.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036435	12/30/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	\$56.57	-	-
4500036436	12/30/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$150.74	-	-
4500036437	12/30/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$2,033.05	-	-
4500036438	12/31/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$341.68	-	-
4500036439	12/31/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,711.45	-	-
4500036440	12/31/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$575.17	-	-
4500036441	12/31/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$447.79	-	-
4500036442	12/31/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$1,237.96	-	-
4500036444	12/31/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$659.43	-	-
4500036445	12/31/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$155.19	-	-
4500036446	12/31/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	\$344.71	-	-
4500036447	12/31/2020	Transit Holdings Inc		B140-BUS CHASSIS	\$1,554.42	-	-
4500036448	12/31/2020	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$48.65	-	-
4500036449	12/31/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$11,241.76	-	-
4500036451	12/31/2020	W.W. Grainger Inc		G130-SHOP TOOLS	\$357.71	-	-
4500036452	12/31/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$873.84	-	-
4500036453	12/31/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$182.30	-	-
4500036454	12/31/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$133.34	-	-
4500036455	12/31/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	\$4,478.63	-	-
4500036456	12/31/2020	Jeyco Products Inc		G130-SHOP TOOLS	\$507.77	-	-
4500036458	12/31/2020	SC Commercial, LLC		B180-BUS DIESEL	\$3,556.02	-	-
4500036459	12/31/2020	Office Depot		G220-OFFICE EQUIPMENT	\$161.61	-	-
4500036460	12/31/2020	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$21,632.99	-	-
4500036461	12/31/2020	ABC Construction Co., Inc.		C110-GENERAL CONTRACTORS	\$99,308.87	-	\$72,108.17
4500036462	12/31/2020	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$1,747.84	-	-
4500036463	1/3/2021	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$1,171.84	-	-
4500036464	1/3/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$139.01	-	-
4500036465	1/4/2021	Transit Holdings Inc		B130-BUS BODY	\$1,119.16	-	-
4500036466	1/4/2021	Uline		G140-SHOP SUPPLIES	\$92.34	-	-
4500036467	1/4/2021	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$9,124.20	-	-
4500036468	1/4/2021	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,231.73	-	-
4500036469	1/4/2021	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	\$1,162.63	-	-
4500036470	1/4/2021	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,034.40	-	-
4500036471	1/4/2021	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$1,123.29	-	-
4500036472	1/4/2021	Transit Holdings Inc		B140-BUS CHASSIS	\$10,305.98	-	-
4500036473	1/4/2021	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$65.76	-	-
4500036474	1/4/2021	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$820.03	-	-
4500036475	1/4/2021	Muncie Transit Supply		B130-BUS BODY	\$235.00	-	-
4500036476	1/4/2021	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	\$134.58	-	-
4500036477	1/4/2021	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$53.74	-	-
4500036478	1/4/2021	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,067.66	-	-
4500036479	1/4/2021	W.W. Grainger Inc		M110-SUB STATION	\$1,033.18	-	-
4500036480	1/4/2021	Gillig LLC		B130-BUS BODY	\$899.61	-	-
4500036481	1/4/2021	Home Depot USA Inc		G140-SHOP SUPPLIES	\$172.53	-	-
4500036482	1/4/2021	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$2,026.57	-	-
4500036483	1/4/2021	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,170.08	-	-
4500036484	1/4/2021	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	\$173.72	-	-
4500036485	1/4/2021	Jeyco Products Inc		G140-SHOP SUPPLIES	\$39.40	-	-
4500036486	1/4/2021	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$486.24	-	-
4500036487	1/4/2021	R.S. Hughes Co Inc		B130-BUS BODY	\$149.37	-	-
4500036488	1/4/2021	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$39.12	-	-
4500036489	1/4/2021	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$1,043.61	-	-
4500036490	1/5/2021	Transit Holdings Inc		B140-BUS CHASSIS	\$1,089.93	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036491	1/5/2021	Scintech Associates, Inc		I120-INFO TECH, SVCS	\$9,964.00	-	-
4500036492	1/5/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,797.40	-	-
4500036493	1/5/2021	CDW LLC		I110-INFORMATION TECH	\$3,273.23	-	-
4500036494	1/5/2021	Staples Contract & Commercial Inc		P280-GENERAL SVC AGRMNTS	\$194.81	-	-
4500036495	1/5/2021	Gillig LLC		B250-BUS REPAIR PARTS	\$52.13	-	-
4500036496	1/5/2021	Vinyard Doors	Woman Owned Business	F110-SHOP/BLDG MACHINERY	\$944.00	-	-
4500036497	1/5/2021	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$867.73	-	-
4500036498	1/5/2021	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$775.48	-	-
4500036499	1/5/2021	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,384.29	-	-
4500036500	1/5/2021	Valvoline Inc.		B120-BUS MECHANICAL PARTS	\$5,133.21	-	-
4500036501	1/5/2021	Gillig LLC		B160-BUS ELECTRICAL	\$1,345.67	-	-
4500036502	1/5/2021	Nth Generation Computing Inc	Woman Owned Business	I110-INFORMATION TECH	\$12,008.00	-	-
4500036503	1/5/2021	Transit Holdings Inc		B130-BUS BODY	\$391.00	-	-
4500036504	1/5/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$33.06	-	-
4500036505	1/5/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,938.06	-	-
4500036506	1/5/2021	Home Depot USA Inc		G130-SHOP TOOLS	\$2,095.50	-	-
4500036507	1/5/2021	Eran Hason		P120-BLDG/FACILITY REPRS	\$55.00	-	-
4500036508	1/5/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,212.91	-	-
4500036509	1/5/2021	Daniels Tire Service		P210-NON-REV VEH REPAIRS	\$522.58	-	-
4500036510	1/5/2021	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$427.01	-	-
4500036511	1/5/2021	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$317.87	-	-
4500036512	1/5/2021	HI-TEC Enterprises	Small Business	R220-RAIL/LRV TRUCKS	\$331.60	-	-
4500036513	1/5/2021	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$270.62	-	-
4500036514	1/5/2021	Fastenal Company		G140-SHOP SUPPLIES	\$964.76	-	-
4500036515	1/5/2021	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$522.05	-	-
4500036516	1/5/2021	Charter Industrial Supply Inc	Small Business	B140-BUS CHASSIS	\$270.34	-	-
4500036517	1/5/2021	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	\$466.02	-	-
4500036518	1/5/2021	Freeby Signs		B130-BUS BODY	\$13.47	-	-
4500036519	1/5/2021	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$72.53	-	-
4500036520	1/5/2021	Muncie Transit Supply		B130-BUS BODY	\$82.70	-	-
4500036521	1/5/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$8.30	-	-
4500036522	1/5/2021	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$54.11	-	-
4500036523	1/5/2021	USPS		G200-OFFICE SUPPLIES	\$40,000.00	-	-
4500036524	1/5/2021	Transit Holdings Inc		B140-BUS CHASSIS	\$1,273.56	-	-
4500036525	1/6/2021	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$3,944.74	-	-
4500036526	1/6/2021	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$1,111.98	-	-
4500036527	1/6/2021	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$6,125.87	-	-
4500036528	1/6/2021	Knox Associates Inc		P280-GENERAL SVC AGRMNTS	\$48.50	-	-
4500036529	1/6/2021	Mcmaster-Carr Supply Co		B130-BUS BODY	\$69.31	-	-
4500036530	1/6/2021	Neopart Transit LLC		B160-BUS ELECTRICAL	\$12,913.84	-	-
4500036531	1/6/2021	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	\$377.75	-	-
4500036532	1/6/2021	Golden State Supply LLC		G140-SHOP SUPPLIES	\$22.59	-	-
4500036533	1/6/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,924.22	-	-
4500036534	1/6/2021	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$47.57	-	-
4500036535	1/6/2021	W.W. Grainger Inc		G150-FASTENERS	\$41.67	-	-
4500036536	1/6/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$23.18	-	-
4500036537	1/6/2021	Mouser Electronics Inc		B250-BUS REPAIR PARTS	\$103.17	-	-
4500036538	1/6/2021	Gillig LLC		B250-BUS REPAIR PARTS	\$39.98	-	-
4500036539	1/6/2021	Harbor Diesel & Equipment		G170-LUBRICANTS	\$4,954.35	-	-
4500036540	1/7/2021	Sid Tool Co		G180-JANITORIAL SUPPLIES	\$406.22	-	-
4500036541	1/7/2021	W.W. Grainger Inc		G130-SHOP TOOLS	\$1,575.65	-	-
4500036542	1/7/2021	Home Depot USA Inc		G140-SHOP SUPPLIES	\$768.68	-	-
4500036543	1/7/2021	Patco Industries Inc		M180-STATION ELECTRICAL	\$1,583.33	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036544	1/7/2021	Kurt Morgan		G140-SHOP SUPPLIES	\$412.43	-	-
4500036545	1/7/2021	Fastenal Company		G140-SHOP SUPPLIES	\$149.34	-	-
4500036546	1/7/2021	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$1,093.21	-	-
4500036547	1/7/2021	Western Lift Inc		F180-BUILDING MATERIALS	\$181.02	-	-
4500036548	1/7/2021	Freeby Signs		B130-BUS BODY	\$22.90	-	-
4500036549	1/7/2021	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$55.30	-	-
4500036550	1/7/2021	Kiel NA LLC		B130-BUS BODY	\$520.71	-	-
4500036551	1/7/2021	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$1,446.33	-	-
4500036552	1/7/2021	Gillig LLC		B250-BUS REPAIR PARTS	\$224.53	-	-
4500036553	1/7/2021	Johnson Controls Fire Protection LP		P280-GENERAL SVC AGRMNTS	\$917.88	-	-
4500036554	1/7/2021	The Gordian Group, Inc.		F110-SHOP/BLDG MACHINERY	\$6,214.09	-	-
4500036555	1/7/2021	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$4,355.96	-	-
4500036556	1/7/2021	Transit Holdings Inc		B160-BUS ELECTRICAL	\$298.23	-	-
4500036557	1/7/2021	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$75,900.00	-	-
4500036558	1/7/2021	Gillig LLC		B140-BUS CHASSIS	\$937.21	-	-
4500036559	1/7/2021	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$50.43	-	-
4500036560	1/7/2021	Transit Products and Services		B250-BUS REPAIR PARTS	\$1,077.52	-	-
4500036561	1/7/2021	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$643.20	-	-
4500036563	1/7/2021	SC Commercial, LLC		G170-LUBRICANTS	\$1,874.85	-	-
4500036564	1/7/2021	Transit Holdings Inc		B130-BUS BODY	\$2,354.10	-	-
4500036565	1/7/2021	Jeyco Products Inc		G130-SHOP TOOLS	\$19.62	-	-
4500036566	1/7/2021	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	\$110.76	-	-
4500036567	1/7/2021	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$76.75	-	-
4500036568	1/7/2021	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$22,526.91	-	-
4500036569	1/7/2021	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$29.36	-	-
4500036570	1/7/2021	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$4,192.19	-	-
4500036571	1/7/2021	Kurt Morgan		G200-OFFICE SUPPLIES	\$84.60	-	-
4500036572	1/7/2021	CASEI		F180-BUILDING MATERIALS	\$1,642.12	-	-
4500036573	1/7/2021	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$695.74	-	-
4500036574	1/7/2021	SPX Corporation		G290-FARE REVENUE EQUIP	\$1,588.34	-	-
4500036575	1/7/2021	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	\$153.72	-	-
4500036576	1/7/2021	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$315.38	-	-
4500036577	1/7/2021	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$489.01	-	-
4500036578	1/7/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,300.42	-	-
4500036579	1/7/2021	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$80.82	-	-
4500036580	1/7/2021	Tribologik Corporation		G140-SHOP SUPPLIES	\$3,008.92	-	-
4500036581	1/7/2021	3rd Generation Embroidery, Inc.		G240-UNIFORM PROCUREMENT	\$622.90	-	-
4500036582	1/7/2021	Muncie Transit Supply		B140-BUS CHASSIS	\$288.13	-	-
4500036583	1/7/2021	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	\$53.83	-	-
4500036584	1/7/2021	California Air Compressor Company		F180-BUILDING MATERIALS	\$457.49	-	-
4500036585	1/7/2021	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	\$153.72	-	-
4500036586	1/7/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$25.84	-	-
4500036587	1/7/2021	Logicalis, Inc.		I110-INFORMATION TECH	\$15,978.72	-	-
4500036588	1/8/2021	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$232.46	-	-
4500036589	1/8/2021	Home Depot USA Inc		F180-BUILDING MATERIALS	\$301.63	-	-
4500036590	1/8/2021	VCA Animal Hospitals, Inc.		G120-SECURITY	\$235.69	-	-
4500036591	1/8/2021	Thales Consulting Inc		P400-FINANCIAL & AUDIT	\$1,800.00	-	-
4500036592	1/8/2021	California Transit Association		P280-GENERAL SVC AGRMNTS	\$50,000.00	-	-
4500036593	1/8/2021	Ace Uniforms & Accessories	Small Business	G120-SECURITY	\$441.70	-	-
4500036594	1/8/2021	W.W. Grainger Inc		M110-SUB STATION	\$669.78	-	-
4500036595	1/8/2021	TK Services Inc		R170-RAIL/LRV HVAC	\$12,751.49	-	-
4500036596	1/8/2021	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$37,362.56	-	-
4500036597	1/8/2021	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$283.69	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036598	1/8/2021	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$400.21	-	-
4500036599	1/8/2021	Transit Holdings Inc		B130-BUS BODY	\$2,147.02	-	-
4500036600	1/8/2021	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$6,149.36	-	-
4500036601	1/8/2021	Transit Holdings Inc		B140-BUS CHASSIS	\$1.38	-	-
4500036602	1/8/2021	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$3.77	-	-
4500036603	1/8/2021	Transit Holdings Inc		B210-BUS TIRES & TUBES	\$2,650.41	-	-
4500036604	1/8/2021	Meritor, Inc.		B140-BUS CHASSIS	\$94.91	-	-
4500036605	1/8/2021	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$8,018.99	-	-
4500036606	1/8/2021	Airgas Inc		G140-SHOP SUPPLIES	\$53.79	-	-
4500036607	1/8/2021	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$743.25	-	-
4500036608	1/8/2021	Gillig LLC		B130-BUS BODY	\$828.14	-	-
4500036609	1/8/2021	Battery Systems Inc		B160-BUS ELECTRICAL	\$3,033.01	-	-
4500036610	1/8/2021	Jeyco Products Inc		G140-SHOP SUPPLIES	\$64.38	-	-
4500036611	1/8/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$23.11	-	-
4500036612	1/8/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,859.63	-	-
4500036613	1/8/2021	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$112.97	-	-
4500036614	1/8/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,054.27	-	-
4500036615	1/8/2021	Western Lift Inc		F180-BUILDING MATERIALS	\$181.02	-	-
4500036616	1/8/2021	Home Depot USA Inc		G170-LUBRICANTS	\$143.64	-	-
4500036617	1/8/2021	West-Lite Supply Co Inc	Small Business	M200-YARD FACILITIES	\$138.47	-	-
4500036618	1/8/2021	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$3,864.45	-	-
4500036619	1/8/2021	Mcmaster-Carr Supply Co		R210-RAIL/LRV TIRES	\$305.71	-	-
4500036620	1/8/2021	Chromate Industrial Corporation		G150-FASTENERS	\$75.43	-	-
4500036621	1/11/2021	W.W. Grainger Inc		G130-SHOP TOOLS	\$415.75	-	-
4500036622	1/11/2021	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	\$1,162.63	-	-
4500036623	1/11/2021	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$65.23	-	-
4500036624	1/11/2021	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$319.00	-	-
4500036625	1/11/2021	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$829.45	-	-
4500036626	1/11/2021	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$42.03	-	-
4500036627	1/11/2021	Cubic Transportation Systems		B190-BUS FARE EQUIP	\$6,465.00	-	-
4500036628	1/11/2021	Supreme Oil Company		B180-BUS DIESEL	\$3,507.30	-	-
4500036629	1/11/2021	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$11,244.96	-	-
4500036630	1/11/2021	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$7.02	-	-
4500036631	1/11/2021	Transit Holdings Inc		B140-BUS CHASSIS	\$893.37	-	-
4500036632	1/11/2021	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$164.86	-	-
4500036633	1/11/2021	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$196.64	-	-
4500036634	1/11/2021	M Power Truck & Diesel Repair		P130-EQUIP MAINT REPR SVC	\$1,364.78	-	-
4500036635	1/11/2021	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$590.28	-	-
4500036636	1/11/2021	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$2,262.56	-	-
4500036637	1/11/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$4,528.51	-	-
4500036638	1/11/2021	W.W. Grainger Inc		G150-FASTENERS	\$2,196.85	-	-
4500036639	1/11/2021	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$346.94	-	-
4500036640	1/11/2021	Western Lift Inc		F180-BUILDING MATERIALS	\$181.02	-	-
4500036641	1/11/2021	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$182.25	-	-
4500036642	1/11/2021	Kurt Morgan		G200-OFFICE SUPPLIES	\$701.13	-	-
4500036643	1/11/2021	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$38.40	-	-
4500036644	1/11/2021	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$149.17	-	-
4500036645	1/11/2021	Culligan of San Diego		G140-SHOP SUPPLIES	\$2,040.00	-	-
4500036646	1/11/2021	Gillig LLC		B250-BUS REPAIR PARTS	\$197.19	-	-
4500036647	1/11/2021	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	\$327.56	-	-
4500036648	1/11/2021	Transit Holdings Inc		B130-BUS BODY	\$56.24	-	-
4500036649	1/11/2021	Mcmaster-Carr Supply Co		B130-BUS BODY	\$98.71	-	-
4500036650	1/11/2021	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$2,420.20	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500036651	1/11/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,729.03	-	-
4500036652	1/11/2021	Battery Systems Inc		B160-BUS ELECTRICAL	\$1,885.63	-	-
4500036653	1/12/2021	Transit Holdings Inc		B140-BUS CHASSIS	\$1,100.96	-	-
4500036654	1/12/2021	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$263.96	-	-
4500036655	1/12/2021	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,215.36	-	-
4500036656	1/12/2021	MJP Enterprises		P210-NON-REV VEH REPAIRS	\$1,418.70	-	-
4500036657	1/12/2021	Airgas Inc		G140-SHOP SUPPLIES	\$20.56	-	-
4500036658	1/12/2021	Jeyco Products Inc		G150-FASTENERS	\$39.66	-	-
4500036659	1/12/2021	Rincon Consultants, Inc		P400-FINANCIAL & AUDIT	\$64,433.00	-	-
4500036660	1/12/2021	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$461.70	-	-
4500036661	1/12/2021	Sherwin Williams Company		B130-BUS BODY	\$255.63	-	-
4500036662	1/12/2021	OSI Hardware Inc		I110-INFORMATION TECH	\$3,468.87	-	-
4500036663	1/12/2021	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$23.23	-	-
4500036664	1/12/2021	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$16.27	-	-
4500036665	1/12/2021	Tribologik Corporation		G140-SHOP SUPPLIES	\$3,027.24	-	-
4500036666	1/12/2021	Translation & Simultaneous		P310-ADVERTISING SERVICES	\$1,065.00	-	-
4500036667	1/12/2021	ZUZA LLC		G230-PRINTED MATERIALS	\$3,189.40	-	-
4500036668	1/12/2021	Gillig LLC		B130-BUS BODY	\$441.34	-	-
4500036669	1/12/2021	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$2,794.78	-	-
4500036670	1/12/2021	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,976.01	-	-
4500036671	1/12/2021	Veritech, Inc.	Small Business	B250-BUS REPAIR PARTS	\$517.21	-	-
4500036672	1/12/2021	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$29,440.00	-	-
4500036673	1/12/2021	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$276.48	-	-
4500036674	1/12/2021	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$4,310.00	-	-
4500036675	1/12/2021	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$180.61	-	-
4500036676	1/12/2021	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$23.61	-	-
4500036677	1/12/2021	Powell Electrical Systems Inc		M110-SUB STATION	\$924.50	-	-
4500036678	1/12/2021	Applied Industrial Technologies-CA		G170-LUBRICANTS	\$2,382.44	-	-
4500036679	1/12/2021	Jankovich Company		G170-LUBRICANTS	\$3,395.74	-	-
4500036680	1/12/2021	Hanning & Kahl LP		M140-WAYSIDE SIGNALS	\$5,495.25	-	-
4500036681	1/12/2021	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$193.54	-	-