



**Metropolitan
Transit
System**

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 7, 2021

9:00 a.m.

Meeting will be held via webinar

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	<u>ACTION RECOMMENDED</u>
1. ROLL CALL	
2. APPROVAL OF MINUTES - September 9, 2021	Approve
3. PUBLIC COMMENTS	
COMMITTEE DISCUSSION ITEMS	
4. Quarterly Mid-Coast Corridor Transit Project Update (Ramon Ruelas of SANDAG)	Informational
5. Project Labor Agreements (Samantha Leslie & Rod Betts Of Paul, Plevin, Sullivan & Connaughton LLP) Action would forward a recommendation to the MTS Board of Directors to adopt Board Policy No. 66, Project Labor Agreements.	Approve
6. SANDAG'S Social Equity Early Action Transit Pilots (Denis Desmond and Brian Lane of SANDAG)	Informational



OTHER ITEMS

7. [REVIEW OF DRAFT October 14, 2021 MTS BOARD AGENDA](#)
8. OTHER STAFF COMMUNICATIONS AND BUSINESS
9. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
10. NEXT MEETING DATE: November 4, 2021
11. ADJOURNMENT

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

MINUTES

September 9, 2021

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

1. Roll Call

Chair Fletcher called the Executive Committee meeting to order at 9:03 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Approval of Minutes

Chair Fletcher moved to approve the minutes of the July 15, 2021, MTS Executive Committee meeting. Board Member Gastil seconded the motion, and the vote was 7 to 0 in favor.

3. Public Comments

Jenifer Nations – A researcher at UC San Diego made a verbal statement to the Committee during the meeting. Nations stated they were against the recommendation to rely on existing partnerships of restrooms near MTS stations. They stated that bathrooms provided by public and private partnerships are not reliable in providing service. Nations recommended cleanings twice per day.

COMMITTEE DISCUSSION ITEMS

4. Palm Avenue Trolley Station Transit Oriented Development (TOD) (Karen Landers)

Karen Landers, MTS General Counsel, presented on the Palm Avenue Trolley Station TOD. She presented on: the Palm Avenue Station details; access easement owed to the Ambient property; project proposal; Disposition and Development Agreement (DDA) and ground lease process; DDA and ground lease material terms; MTS replacement parking; other DDA and ground lease material terms; consideration and ground rent; Keyser Marston Associates, Inc. review; financial feasibility review of National CORE; financial feasibility review of Malick Infill Development; recommendation and next steps. John Seymour of National CORE and Andrew Malick of Malick Infill Development presented on the Palm City Village including: National CORE; Malick Infill Corporation description; intermodal connectivity; adjacent developments; Palm Avenue Trolley Station; adjacent developments in entitlement; joint development policy goals; affordable and middle-income housing; mobility hub features; zero carbon future; pedestrian design; Palm City Village and Expanding Potential in Communities (EPIC) grant support; Palm City Village summary; project history and milestone timeline.

COMMITTEE COMMENT

Sharon Cooney, MTS Chief Executive Officer, noted that the individuals who are parking and riding the system are choice riders. She acknowledged that a reduction in parking spaces could impact other South Bay transit station parking lots. She noted that developers in other areas, such as the Rancho Bernardo development, are proposing to have zero replacement parking too. She asked the Board to discuss and weigh-in on the impacts of zero replacement parking and how those affect environmental issues in addition to transit impacts.

Chair Fletcher commended the Project Labor Agreement (PLA) opportunities, along with childcare and other socioeconomic opportunities for residents. He understood the advocacy behind zero replacement parking, but highlighted it was not a viable solution. He encouraged the Board to create a solution that would encourage new ridership while maintaining current choice riders. Chair Fletcher asked staff how many of the 488 spots were being used before the pandemic ridership impacts.

Ms. Landers clarified that approximately 250 spaces were in use pre-pandemic.

Chair Fletcher asked the agency to partner with zero replacement parking community advocates and create a framework for future developments. He cautioned the Committee that complete removal of parking spaces could cause parking insecurity for riders, causing competition for transit spaces and nearby residential neighborhood street parking. He asked staff to clarify the impacts of the parking reduction.

Ms. Cooney clarified that 380 spaces would be available in phase 1 with the construction of Building B, then a reduction to 260 spaces would follow for construction of Building C (phase 2), followed by 120 spaces available for construction of Building A (phase 3), and lastly, 80 spaces would be available with the construction of Building D (phase 4). She acknowledged that at phase 2, the parking availability would be below average usage levels gathered in 2019.

Chair Fletcher asked when the second phase would take place.

Mr. Seymour noted a certain start date is unpredictable, but may begin the middle of 2022 for the first phase and would have an 18-20-month duration, with a projected start date for phase 2 in 2024 or 2025.

Chair Fletcher suggested the agency monitor this project closely for impact trends.

Board Member Salas was concerned about parking congestion impacts at the E street parking lot. She noted that the goal is to attract choice riders and cautioned the Board that onboarding new riders would be difficult if sufficient parking was not available. She correlated the bypass of parking to the bypass of transit altogether. She acknowledged that park and rides would be an additional expense to the agency. She stated that she did not want the project to be delayed, because that would impact the construction of much needed housing.

Board Member Elo-Rivera acknowledged transportation and mobility options would not be the same once the project is completed. He suggested apartment complex shuttles as a substitute, but acknowledged private vehicles will always be on the road. He was interested in analyzing data in order to create data driven next steps that prioritize convenience.

Ms. Cooney cited an MTS survey with transit riders who use the parking lot. Findings showed that if parking was not available at the site, they would park in other transit stops or nearby neighborhoods. She acknowledged that adjacent communities may have concerns with additional vehicles parked in their neighborhoods.

Chair Fletcher acknowledged that while some riders may have options to accommodate the decrease in spaces, there are some that won't have the same opportunities to access transit. He acknowledged that the number of riders would vary once the ridership counts of the pandemic re-stabilize. He was concerned about the loss of choice riders with the lack of parking accommodations. He acknowledged the challenges as the agency does not have a guiding

policy to reference and suggested the conversation be taken to the Board to resolve these issues.

Board Member Gastil noted riders would park at a different station. He suggested offsetting parking quantities depending on housing and parking ratios, rather than having uniform quotas at each station.

Board Member Montgomery Steppe suggested designated infrastructure around the station for on-call vehicles to provide first-mile-last-mile services to riders. She also suggested developing partnerships to share parking spaces with surrounding areas.

Vice Chair Sotelo-Solis was concerned about replacement parking within the site. She discouraged the Committee from creating mitigation sites and held National City as an example. She cited bike share programs and the National City Free Ride Around National City (FRANC) project as creative solutions to host transportation services to major transit areas. She acknowledged that both the developer and MTS are responsible for creating solutions and encouraged MTS staff to create partnerships with commercial developers to offset parking lost at the site. Vice Chair Sotelo-Solis also suggested increasing bus frequency to the station as a way of parking mitigation. She commended the developer's incorporation of a child care facility and grocery store in the design.

Chair Fletcher asked for clarification that the developers are required to mitigate the parking impacts.

Ms. Landers clarified the intent of the language was to explain that the developer would be given direction to develop an average space usage in the site.

Ms. Cooney clarified that the site will still be losing 178 parking spaces that were being used in 2019.

Board Member Sandke suggested that by offering free parking, MTS is inadvertently increasing demand for it. He suggested that demand and personal behavior could be controlled by including a cost and was confident transit riders would be resilient if parking availability decreased.

Chair Fletcher clarified the project does need to move forward and listed ideas suggested by members of the Committee. He encouraged a thoughtful discussion at the Board level about this topic.

Board Member Montgomery Steppe asked the developer about its strategies towards the local workforce and feeder programs.

Mr. Seymour clarified its partnership with local lenders with the San Diego Housing Commission, which have best efforts stipulations to hire minority owned businesses within the region. He cited a previous project with the City of San Diego, where they exceeded their expectations for local hire. He acknowledged the partnership with the San Diego Business and Trade Council. He also encouraged a report on the progress of local workforce acquisition.

PUBLIC COMMENT

Gretchen Newsom – Representing IBEW 569, made a verbal statement to the Board during the meeting. Newsom stated that the PLA negotiations have been going well and they look forward

to building the development as a strong supporter of affordable housing and climate crisis advocates.

Action Taken

Chair Fletcher moved to receive a report on the Palm Avenue Trolley Station Transit Oriented Development Project and provide direction to the Board of Directors. Board Member Salas seconded the motion, and the vote was 7 to 0 in favor.

5. Evaluation of Restroom Facilities (Brent Boyd)

Brent Boyd, MTS Manager of Service Quality-Rail, presented on the Evaluation of Restroom Facilities. He outlined the following information: restroom availability; public restrooms in Downtown, America Plaza, Civic Center, 12th and Imperial, Gaslamp Quarter, Ruocco Park, Harbor Drive and West Broadway, Waterfront Park, Fault Line Park, G and 14th; public restrooms in development in Downtown; public restrooms within and outside of Downtown, San Ysidro, E Street, Old Town, El Cajon, Santee; passenger boarding vs. restroom availability; passenger activity vs. restroom availability; comparison to other light rail systems; closed public restrooms at 24th Street, San Diego State University, Lemon Grove Depot, Downtown 14th and L; cost per restroom (annual), public information example, and staff recommendation.

COMMITTEE COMMENT

Vice Chair Sotelo-Solis agreed with the recommendation to reopen the 24th Street and Lemon Grove restroom facilities, and explore extending hours and posting a facilities map. She did not agree that the Blue Line has sufficient bathroom availability, and acknowledged that many of the sites listed required an entry fee, compared to other restrooms throughout the system, which were free of charge. She acknowledged that the fee shows inequity, but also shows demand, which the agency could use as data in providing access to restroom facilities. She noted that if a requirement to provide accessible restrooms means having a restroom maintenance crew, that MTS should include that in the cost. She advocated for restroom trailer services. She acknowledged that this was an opportunity for MTS to set a restroom facility program and be a pioneer transit system that offers restroom availability.

Chair Fletcher asked if only private facilities can charge patrons or if government agencies could also change to access restroom facilities.

Ms. Landers stated that she would research the question and report back. She clarified that Grand Central West is a private commercial entity in San Ysidro, which MTS has no jurisdiction over to influence cost of restroom use. The other location is in the private carrier facility, which MTS may have some influence over cost changes. She continued that the rate is intended to be low enough that patrons will pay for its use, but will also discourage others from loitering.

Ms. Cooney added that the agency provides some security for the private carrier and, the cost of security is meant to be offset by the fee revenue.

Board Member Salas acknowledged the complexities in providing public restroom services. She believes in providing convenience for restrooms and acknowledged that security and cleaning services will not deter crime. Board Member Salas continued that MTS should first extend hours with existing partnerships rather than creating new infrastructure. She was in favor of charging a twenty-five-cent fee to discourage loitering. She encouraged the Committee to be mindful of the infrastructure and maintenance costs on MTS and riders to sustain this amenity.

Board Member Elo-Rivera acknowledged there is not a Board Policy guiding this effort. He encouraged the Board to propose a policy to provide guidelines for future Board discussions. He asked that the remaining closed bathrooms be opened for use. He clarified that there is state law limiting certain public agencies from charging for restroom access, which MTS should review. He encouraged the implementation of wayfinding as a good resource and tool for the system. He also encouraged the Committee to think through a clean and accessible amenity policy for the system while ensuring dignity for everyone.

Chair Fletcher asked for the Committee to provide next steps to staff to be able to provide direction to the Board. He also asked about opportunities to add a portable restroom vendor.

Ms. Cooney acknowledged that vendor partnerships are used for bus driver restroom accommodations. She noted the use of portable restrooms for public access years ago were constantly being vandalized and the providers chose to stop servicing them, because they required constant maintenance. She acknowledged that during the Hepatitis A outbreak on Imperial Ave. The City of San Diego removed a portable restroom due to the maintenance and servicing issues.

Board Member Sandke asked the Committee to recommend having the discussion at the Board level. He also asked staff for usage and closure metrics due to vandalism.

PUBLIC COMMENT

Carolina Martinez – Representing Environmental Health Coalition made a verbal statement to the Committee during the meeting. Martinez stated that bathrooms are essential to transit accessibility. Martinez was in favor of creating accessibility to existing facilities and increasing hours of operation. Martinez stated their awareness about the cost, but cautioned the Committee about an inefficient service without the amenity. Martinez added that safety in bathrooms is integrated with transit safety overall and emphasized community care. Martinez supported staff recommendation and restated priority for community care.

COMMITTEE COMMENT

Board Member Salas noted she and Board Member Elo-Rivera were reviewing state law that limits public agencies to incur bathroom fees. She noted that rather than charging a fee, access could be limited to only riders using their PRONTO card. She asked staff if this could be a viable consideration.

Ms. Landers agreed to explore the feasibility of the suggestion.

Board Member Elo-Rivera clarified that the goals should be anchored around travel time or physical distance to restrooms.

Chair Fletcher summarized the feedback from the discussion and proposed a motion to the Committee including: 1) Seek additional hours of availability for the restrooms at the Mills Building (12th & Imperial), America Plaza, and E Street; 2) Engage with relevant jurisdictions on reopening 24th Street, SDSU, and Lemon Grove restrooms; and 3) Seek ways to provide public information about restroom availability throughout the network, including the development of a map identifying locations of publicly accessible restrooms, as well as libraries, parks, shopping malls, and various other locations. The Executive Committee also directed staff to return to the Executive Committee to report on the following items: 1) Exploration of potential additional restroom locations provided by other businesses that MTS can leverage; 2) Legal and feasibility

analysis of charging fees for restroom usage and/or limiting usage to transit riders, and to ensure that all Americans with Disabilities Act (ADA) requirements are met; 3) Potential development of long-term plan and Board policy to direct the long-term plan, including achievable goals for restroom accessibility based on time, distance, ridership or other metrics; 4) Budgetary consideration for possibly adding portable units at locations based on goals of a program; and 5) Information regarding baby-changing table availability around the system, which could be incorporated into the public information and maps to be created by MTS.

Action Taken

Chair Fletcher moved to 1) Seek additional hours of availability for the restrooms at the Mills Building (12th & Imperial), America Plaza, and E Street; 2) Engage with relevant jurisdictions on reopening 24th Street, SDSU, and Lemon Grove restrooms; and 3) Seek ways to provide public information about restroom availability throughout the network, including the development of a map identifying locations of publicly accessible restrooms, as well as libraries, parks, shopping malls, and various other locations. The Executive Committee also directed staff to return to the Executive Committee to report on the following items: 1) Exploration of potential additional restroom locations provided by other businesses that MTS can leverage; 2) Legal and feasibility analysis of charging fees for restroom usage and/or limiting usage to transit riders, and to ensure that all Americans with Disabilities Act (ADA) requirements are met; 3) Potential development of long-term plan and Board policy to direct the long-term plan, including achievable goals for restroom accessibility based on time, distance, ridership or other metrics; 4) Budgetary consideration for possibly adding portable units at locations based on goals of a program; and 5) Information regarding baby-changing table availability around the system, which could be incorporated into the public information and maps to be created by MTS. Board Member Sandke seconded the motion, and the vote was 7 to 0 in favor.

6. Division 6 Project Update (Denis Desmond)

Denis Desmond, MTS Director of Planning, provided an update on the Division 6 Project. He provided details on: Division 6 Project, locating a site, project schedule and budget.

Action Taken

Informational item only. No action taken.

7. PRONTO Launch Update (Rob Schupp)

Rob Schupp, MTS Director of Marketing and Communications, provided an update on the PRONTO launch. He outlined: key topics; agency involvement; getting the system ready; testing and troubleshooting; establishing the retail network; getting customers ready; advertising; phase one impression; creative samples; direct mail; outreach; results; and the free ride with PRONTO promotion.

Ms. Cooney reported the enthusiasm behind this product and reported a 15% increase in ridership. She acknowledged obstacles with the transition, but staff was working to address them before the program launches in October.

Chair Fletcher commended MTS for their efforts to carry out this transition.

Board Member Salas commended MTS for their work on the project.

Action Taken

Informational item only. No action taken.

8. El Cajon Boulevard Bus Lanes Performance Update (Peter Casellini)

Peter Casellini, MTS Senior Transportation Planner, provided a performance update on the El Cajon Boulevard Bus Lanes Project. He outlined: the Boulevard Bus Way performance update; project introduction; project objectives; an overview of improvements; El Cajon and Park before and after; El Cajon and 30th before and after; El Cajon and I-805 before and after; El Cajon and SR-15 before and after; El Cajon and 43rd and Fairmont before and after; and a performance analysis.

Chair Fletcher asked about the feasibility for a permanent median running lane in the area.

Mr. Desmond replied that the original intent of the design was to incorporate a median lane. He noted the current infrastructure would support that development in the future.

Chair Fletcher asked if MTS would recommend keeping the current layout of the bus lane or prefer a median lane.

Mr. Desmond acknowledged the additional benefits with a median lane in this area and noted that the median lane would provide better running times for the route.

Chair Fletcher acknowledged that this, like any other project, has phased improvements.

Action Taken

Informational item only. No action taken.

OTHER ITEMS

9. REVIEW OF DRAFT September 16, 2021 BOARD AGENDA

Recommended Consent Items

6. Fiscal Year (FY) 2020-2021 and FY 2021-2022 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding

Action would approve Resolution No. 21-15 in order to: 1) Authorize the use of, and application for, \$4,952,279 in FY 2021-22 State of Good Repair funding to be used for the ongoing SD100 Light Rail Vehicle (LRV) Replacement Project; and 2) Approve the transfer of FY 2020-21 SB1 SGR funding in the amount of \$4,955,508 to the same SD100 LRV Replacement Project as approved in the FY 2022 Capital Improvement Program (CIP).

7. System, Applications & Products (SAP) Support Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2447.0-21, with Labyrinth Solution, Inc., for SAP Support Services for a five (5) years base term with one (1) one-year option in the amount of \$1,800,000.00.

8. Investment Report – Quarter Ending June 30, 2021
9. Communication Equipment Heating Ventilation Air Conditioning (HVAC) Maintenance Services – Amendment
Action would authorize the Chief Executive Officer (CEO) to exercise Amendment No. 8 to MTS Doc No. PWG225.0-17, with Comfort Mechanical, a Small Business (SB), for an increase in unscheduled repair funds and include the new stations along the Mid-Coast Trolley extension of the UC San Diego Blue Line for the remainder of the contract term, in the amount of \$110,029.00.
10. Variable Message Signs (VMS) Display Assemblies for the Iris Bus Rapid Transit (BRT) Stations Project – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1591.0-21, with Nanov Display, Inc. (Nanov), for the supply of VMS display assemblies for the Iris Bus Rapid Transit (BRT) Stations project, in the amount of \$200,455.50.
11. Alternating Current (AC) Switchgear Replacement at 43rd Street Traction Power Substation (TPSS) – Work Order Agreement
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC312-02 to MTS Doc. No. PWL312.0-20, with HMS Construction, Inc. (HMS), in the amount of \$261,186.31 for replacement of the obsolete AC Switchgear at the 43rd Street TPSS.
12. Rail Replacement - America Plaza and Kettner Grade Crossing - Work Order Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. MTSJOC269-11.01, under MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), for the procurement of additional direct fixation fasteners necessary per the revised construction drawings in the amount of \$51,721.15, plus an additional project contingency of \$150,000 for potential unforeseen repairs.
13. Closed Circuit Television (CCTV) Maintenance Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG335.0-21, with Electro Specialty Systems (ESS), for CCTV Maintenance Services totaling \$771,035.74 for five (5) years.
14. California Network and Telecommunications (CALNET) Program Next Generation Telecommunications Services (CALNET 4)
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2510.0-22 with AT&T Corp. for Telecommunication Services under the specified CALNET Next Generation (CALNET 4) Authorization to Order (ATO) in the amount of \$3,084,795.00 from January 1, 2022 through June 30, 2029.

15. Enterprise and Rio Vista Wall Survey – Work Order
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1948-AE-67 to MTS Doc. No. G1948.0-17 with HNTB Corporation (HNTB) in the amount of \$111,766.08 for the Enterprise and Rio Vista retaining wall survey.
16. Minibus and Americans With Disabilities Act (ADA) Paratransit Fixed Route Services – Contract Amendment
Action would 1) Ratify Amendments 1-3 with First Transit, Inc. (First Transit) in the total amount of \$70,866.84; and 2) Approve Amendment No. 4 to MTS Doc. No. B0703.0-19 to authorize the Chief Executive Officer (CEO) to purchase one set of four mobile column lifts, for a total of \$49,507.24.
17. Trapeze Software License and Maintenance Support – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2253.4-19 with Trapeze Software Group, Inc. in amount of \$599,554.00 to add the renewal of Software licensing and maintenance support for a three (3) year base period with five (5) one-year options exercisable under MTS sole discretion.
18. Americans With Disabilities Act (ADA) Bus Stop Improvements Phase 2 – Work Order
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC275-22 under Job Order Contract (JOC) to MTS Doc. No. PWG275.0-19 with ABC General Contractor, Inc. (ABCGC), in the amount of \$107,606.85 plus a 30% contingency in the amount of \$32,282.06 for anticipated design changes for installing of ADA bus stop improvements in various locations in the southern San Diego Area, for a total of \$139,888.91.
19. Transit on Board Video Surveillance System (OBVSS) Post-Warranty Maintenance, Repair, And Support Services – Sole Source
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0733.0 -21, with Luminator Technology Group (LTG), on a sole source contract for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet OBVSS for a five (5) years base term with five (5) one-year options in the amount of \$10,970,864.20.
20. Building C Roof Rehabilitation – Work Order
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-06 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC), in the amount of \$155,228.61, for rehabilitating the roof at Building C, Building A, and the Paint Booth in the Trolley yard.

21. Planning Services for Imperial Avenue Division (IAD) Zero Emission Bus Master Planning - Work Order
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-69 to MTS Doc. No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$367,670.49 to provide planning services for the IAD zero emission bus master planning.

22. Middletown – Switch 9 And 11 Construction Management Services – Work Order Amendments
Action would 1) Ratify Work Order Amendment No. WOA2017-CM05.01 under MTS Doc No. G2017.0-17 with CH2M HILL Engineering Group, Inc. (Jacobs) totaling \$43,082.86 for staff changes and adding inspection services for the Overhead Catenary System (OCS) at Middletown crossover; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2017-CM05.02 under MTS Doc. No. G2017.0-17 with CH2M HILL totaling \$54,214.90 for required construction management services for the replacement of the crossover at 25th and Commercial.

23. Regional Communication Systems (RCS) Radio Equipment – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2476.0-21 with Motorola Solutions, Inc. for RCS Radio Equipment and Installation in the amount of \$226,001.42.

24. Wireless Voice Communications Network Agreement with San Diego County – Imperial County Regional Communications Systems (RCS) – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. G1893.0-16 with RCS to add an additional seventy-five (75) radio connections to the RCS network for a total of two-hundred forty-five (245), and extend the contract through June 30, 2026, in the amount of \$1,047,404.89.

25. Elevator and Escalator Preventive Maintenance and Repair – Contract Amendment
Action would 1) Ratify Amendment No. 2 to MTS Doc No. PWG281.0-19 with KONE, Inc. (KONE) totaling \$27,625.00 for the provision of elevator emergency call monitoring services, and the addition of a second elevator at the Fashion Valley Station; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc No. PWG281.0-19 with KONE totaling \$993,886.29 for the provision of elevator emergency call monitoring services for sixteen (16) elevators in the Mid-Coast stations along the UC San Diego Blue Line, and elevator and escalator preventive maintenance and repair services for the aforementioned Mid-Coast elevators, as well as the second elevator at the Fashion Valley Station.

26. California Department of Housing and Community Development (HCD) Transit Oriented Development Program Award: Grantville Trolley Apartments

Action would 1) Approve Resolution No. 21-16, a revision of Resolution No. 20-15 which authorized an application to the HCD Transit-Oriented Development (TOD) Housing Program; and 2) Authorize the Chief Executive Officer to execute an Indemnification Agreement, in substantially the same format as Attachment B, with Affirmed Housing Group, Inc.

27. Employee Appreciation Bonus

Action would authorize the Chief Executive Officer to provide a one-time employee appreciation bonus for employees of MTS for a cost of up to \$800,000.

10. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

11. Next Meeting Date

The next Executive Committee meeting is scheduled for October 7, 2021, at 9:00 a.m.

12. Adjournment

Chair Fletcher adjourned the meeting at 11:54 a.m.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE): September 9, 2021 CALL TO ORDER (TIME): 9:03 am
 RECESS: _____ RECONVENE: _____
 CLOSED SESSION: _____ RECONVENE: _____
 PUBLIC HEARING: _____ RECONVENE: _____
 ORDINANCES ADOPTED: _____ ADJOURN: 11:54 am

REPRESENTATIVE	BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
County	FLETCHER (Chair)	<input checked="" type="checkbox"/> (Vargas) <input type="checkbox"/>	9:03 am	11:54am
Vice Chair	SOTELO-SOLIS	<input checked="" type="checkbox"/> (no alternate) <input type="checkbox"/>	9:03 am	11:54am
City of San Diego	ELO-RIVERA	<input checked="" type="checkbox"/> (Montgomery Steppe) <input type="checkbox"/>	9:03 am	11:54am
East County	GASTIL	<input checked="" type="checkbox"/> (Hall) <input type="checkbox"/>	9:03 am	11:54am
SANDAG Transportation Committee	MONTGOMERY STEPPE	<input checked="" type="checkbox"/> (Aguirre) <input type="checkbox"/>	9:03 am	11:54am
Chair Pro Tem	SALAS	<input checked="" type="checkbox"/> (no alternate) <input type="checkbox"/>	9:04 am	11:33am
South Bay	SANDKE	<input checked="" type="checkbox"/> (Aguirre) <input type="checkbox"/>	9:03 am	11:54am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez



**Metropolitan
Transit
System**

Agenda Item No. 4

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE**

October 7, 2021

SUBJECT:

QUARTERLY MID-COAST CORRIDOR TRANSIT PROJECT UPDATE (RAMON RUELAS OF SANDAG)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The Mid-Coast Corridor Transit Project is being developed by the San Diego Association of Governments (SANDAG) with MTS's assistance. The Mid-Coast Project will extend Trolley service from Old Town Transit Center to the University City community, serving major activity centers such as the Veterans Administration Medical Center, the University of California San Diego, and Westfield UTC. The project is funded by SANDAG and the Federal Transit Administration New Starts Program.

Construction is in the final stages and revenue operations on the new Mid-Coast extension of the UC San Diego Blue Line are scheduled to begin on November 21, 2021.

SANDAG staff will provide an update on the project.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

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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.



MID-COAST EXTENSION OF THE UC SAN DIEGO BLUE LINE TROLLEY

CONNECTING

THE SAN DIEGO REGION

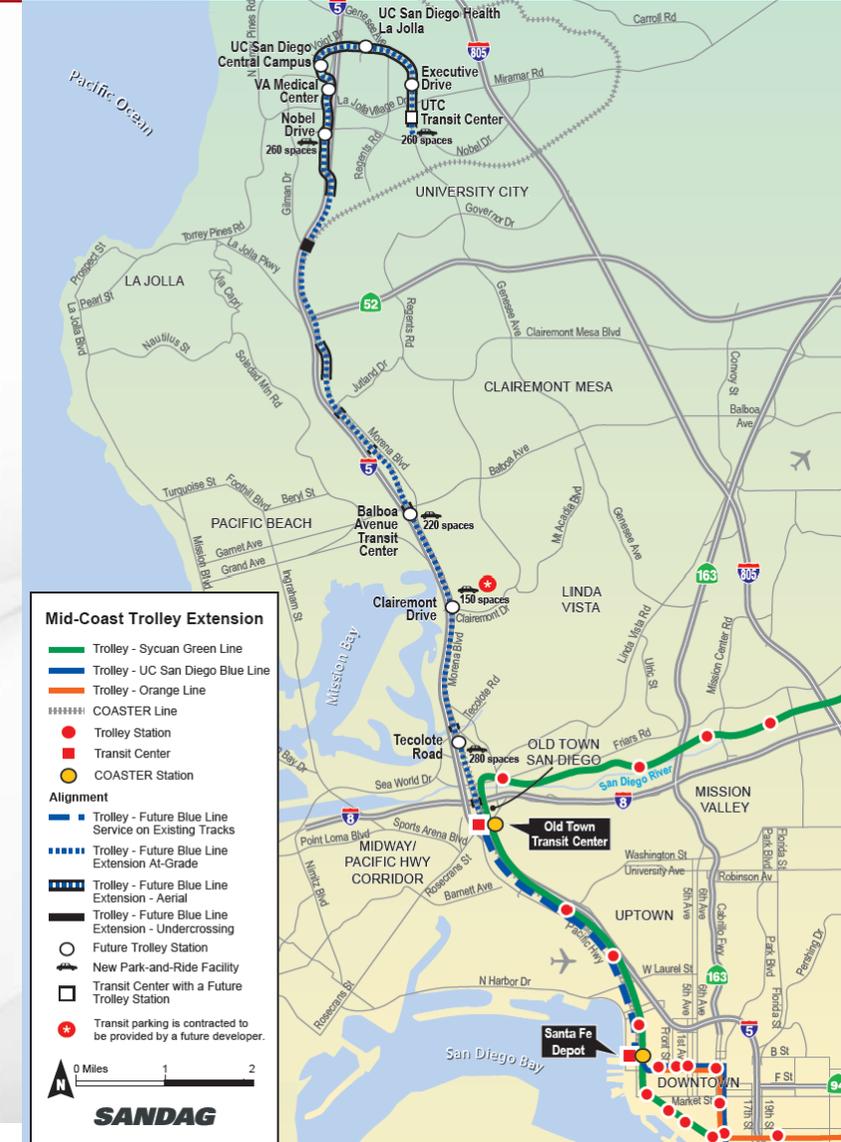
MTS Executive Committee | October 7, 2021



SANDAG

PROJECT OVERVIEW

- 11-mile extension of the UC San Diego Blue Line Trolley
- One seat ride from U.S./Mexico Border to University Community
- Nine new stations (five with parking)
- 36 Trolley cars purchased through project and received by San Diego Metropolitan Transit System (MTS)
- \$2.17 billion project funded by *TransNet* and Federal Transit Administration (FTA)



CONNECTING THE REGION



22
minutes

Old Town to UTC

31
minutes

Downtown to UC San Diego

60
minutes

Chula Vista to UTC

70
minutes

US/Mexico Border to UC San Diego



PROJECT UPDATE



- Project remains within budget and on schedule
- Station construction nearing completion
- Landscaping and systems work nearing completion



CONSTRUCTION MILESTONES

- Track turned over to MTS
- UTC Transit Center parking structure “topping out”
- Set final traction power substation (TPSS)
- Installed final steel structural member on project



CONSTRUCTION MILESTONES



**First Trolley on Mid-Coast Tracks
June 29, 2021**



CONSTRUCTION MILESTONES



**UTC Transit Center Parking Structure “Topping Out” Ceremony
July 22, 2021**



CONSTRUCTION MILESTONES



**Final TPSS Installation
September 2, 2021**



CONSTRUCTION MILESTONES



**Final Steel Structure Installation
September 8, 2021**



PREPARATIONS FOR START OF SERVICE

- Critical Work Elements

- Elevators
- Fall protection
- Stair treads



- Non-Critical Work Elements

- Perforated Sound Panels
- Gates for UCSD Stations

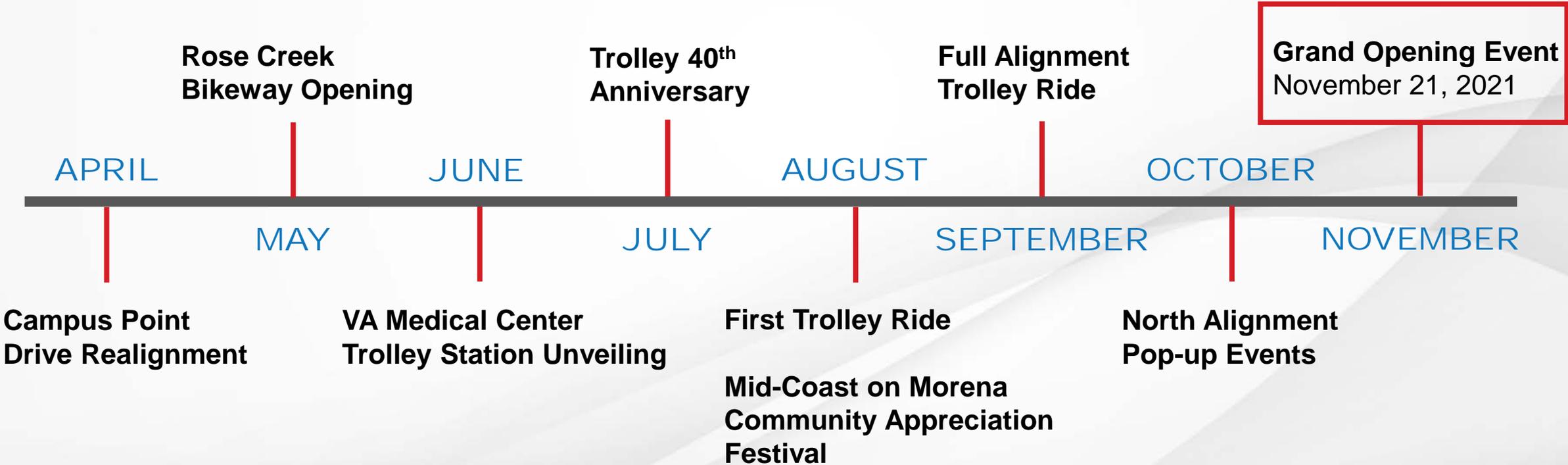


PUBLIC INVOLVEMENT

- SANDAG public outreach team continues to provide regular project updates to stakeholders
- Opening day communication strategy:
 - Celebrate the completion of the San Diego region's newest light rail extension
 - Demonstrate SANDAG's successful delivery of project, on-time and on-budget
 - Highlight improved access to major employment, healthcare, education, recreation areas, and cross-border opportunities
 - Recognize the support of partner agencies, key stakeholders, and the public
- SANDAG, MTS, and UC San Diego are collaborating closely to plan several milestone events and the grand opening celebration



EVENT TIMELINE



MILESTONE EVENTS



**First Mid-Coast Trolley Ride
August 24, 2021**



MILESTONE EVENTS



**Mid-Coast on Morena Community Appreciation Festival
August 28, 2021**



MILESTONE EVENTS



**Full-Alignment Trolley Ride
September 10, 2021**



SAVE THE DATE!



MID-COAST

EXTENSION OF THE

UC SAN DIEGO

BLUE LINE TROLLEY

GRAND OPENING EVENT NOVEMBER 21, 2021

Contact Us

midcoast@sandag.org

(877) 379-0110

KeepSanDiegoMoving.com/MidCoast



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**Metropolitan
Transit
System**

Agenda Item No. 5

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE**

October 7, 2021

SUBJECT:

**PROJECT LABOR AGREEMENTS (SAMANTHA LESLIE & ROD BETTS OF PAUL, PLEVIN,
SULLIVAN & CONNAUGHTON LLP)**

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the MTS Board of Directors to adopt Board Policy No. 66, Project Labor Agreements (Attachment A).

Budget Impact

MTS may be able to utilize current on-call consulting services to negotiate a Project Labor Agreement (PLA), estimated to cost \$65,000-100,000. MTS may need to procure a consultant to perform the administration and monitoring of the PLA, estimated at \$300,000-465,000 annually.

DISCUSSION:

Per Senate Bill 1703, MTS is responsible for performing certain local and minor improvement construction projects, as necessary, to ensure its facilities and assets are in a state of good repair (e.g. trolley track improvements, substation replacement). San Diego Association of Governments is responsible for performing transportation related expansion construction projects for the San Diego region (e.g. Mid-Coast Extension).

MTS is required to follow various legal requirements when procuring construction projects (prevailing wage, prompt payment to subcontractors, etc.). Per Public Utilities Code section 120221.5, every MTS construction contract over \$1,000,000 either must be performed by: 1) a skilled and trained workforce at every tier to perform work on the project; or 2) be bound by a Project Labor Agreement.

Currently, MTS complies with Public Utilities Code Section 120221.5 by requiring all construction projects over \$1,000,000 to have a skilled and trained workforce. This requires that 60% of skilled journeymen employed on project, at every tier, to be graduates of a state or federal apprenticeship program, for certain occupations or to have comparable on the job experience as would be required to graduate from an apprenticeship program.



MTS is contemplating the use of PLAs for future construction projects over \$1,000,000. A PLA is an agreement between a public agency planning to authorize and fund a construction project - or - the contractor or subcontractors on that project, and the unions that represent the pools of skilled labor that are needed for that project. A PLA spells out the specific terms and conditions that govern the employment of labor on a project for the duration of the project. Per Public Contract Code 2500, a PLA must: prohibit discrimination, permit all qualified contractors and subcontractors to bid without regard if a party to a collective bargaining agreement; require drug testing; guarantee no work stoppages, strikes, or lockouts; and requires that disputes be resolved by an arbitrator.

In the San Diego region, there are more and more public agencies utilizing PLAs to better assist their communities and constituents in varying ways (e.g. adding goals to use a local workforce to complete a construction project). MTS Board of Directors feedback has also been supportive of moving towards the use of PLAs to ensure better protections of labor standards.

Therefore, it is recommended that the MTS Executive Committee forward a recommendation to the MTS Board of Directors to adopt Board Policy No. 66, Project Labor Agreements (Attachment A), which directs staff to implement PLAs on all future construction projects over \$1,000,000.

/S/ Sharon Cooney_____

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Proposed Board Policy No. 66, Project Labor Agreements

- Bind the contractor and all subcontractors engaged in construction on the construction project through the inclusion of appropriate clauses in all relevant solicitation provisions and contract documents;
 - Allow the contractor and all subcontractors, including small and disadvantaged businesses wishing to compete for contracts and subcontracts to do so without regard to whether they are otherwise parties to collective bargaining agreements;
 - Contain guarantees against strikes, lockouts, and similar job disruptions;
 - Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
 - Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
 - Fully conform to all applicable statutes, regulations, Executive Orders, and agency requirements. This includes, specifically, all applicable requirements codified by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations, such as the USDOT disadvantaged business enterprise (DBE) program, the requirement for full and open competition for all procurements, and the prohibition on exclusionary or discriminatory specifications in procurements.
- ii. Public Contract Code (PCC) Section 2500. PCC Section 2500 states that a public entity may use, enter into, or require contractors to enter into, a PLA for a construction project only if the agreement includes all of the following taxpayer protection provisions:
- The agreement prohibits discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project;
 - The agreement permits all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements;
 - The agreement contains an agreed-upon protocol concerning drug testing for workers who will be employed on the project;
 - The agreement contains guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project; and

- The agreement provides that disputes arising from the agreement shall be resolved by a neutral arbitrator.
- iii. The MTS Board of Directors reserves the right to establish policy goals for PLAs. This includes, but is not limited to, goals that: aim to preserve local employment opportunities in construction; and encourage participation by DBE and Small Business Enterprises (SB).
- iv. A covered construction project under this Policy will be determined by whether the engineer's estimate is \$1,000,000 or more.

66.2 PLA NEGOTIATIONS AND ADOPTION OF PLA

- a. Based on the guidelines listed in 66.1, MTS staff will engage in PLA negotiations with the San Diego County Building and Construction Trades Council on projects covered by this Policy. Once an agreement has been reached in PLA negotiations, the PLA must be approved by the MTS Board. Upon approval by the MTS Board, the PLA will take effect by the effective date set forth in the PLA. A copy of the PLA will then be included in any applicable solicitation documents for a construction project covered by this Policy.

66.3 MANAGEMENT OF PLA

- a. MTS may engage third party contractor services for the development, implementation, and management of any PLA, in conformance with this Policy.
- b. To monitor performance and determine whether the agency's goals are being met by PLAs on MTS projects, an annual report regarding PLAs on MTS projects will be provided to the Board.

Original Policy Adopted on TBD.

Proposed Adoption of Board Policy No. 66 Project Labor Agreements

MTS Executive Committee Meeting

October 7, 2021

Agenda Item No. 5

MTS's Current Construction Program

- Background
 - SB 1703: SANDAG responsible for expansion construction projects; MTS responsible for local and minor improvement construction projects.
- Legal Requirements for MTS's Construction Projects
 - Low bid, Prevailing Wage, prompt payment to subcontractors, etc.
 - Skilled & Trained Workforce for Construction over \$1mil
 - Requires 60% of skilled journeypersons employed on project, at every tier, to be graduates of a state or federal apprenticeship program, for certain occupations or to have comparable on the job experience.

Previous \$1 Mil+ Construction

Year	Project	Successful Contractor	Bid Award Amount
2018	Hill St Slope Repair	Hazard Construction Co.	\$3,273,038.50
2018	Trolley Track Improvements	VTMI, Inc.	\$3,461,927.00
2019	CPC Substation Replacement	Mid-Coast Transit Constructors	\$3,128,992.75
2019	Middletown / Switch 9, 11 Construction	VTMI, Inc.	\$8,489,466.00
2019	Fashion Valley Elevator Replacement	Conan Construction	\$4,270,593.08
2019	LRV Upper Platform Bldg. A, C & C1-East	Metro Builders & Engineers Group, Ltd.	\$1,894,547.00
2020	Middletown / 9,11 Overhead Catenary System	HMS Construction Inc.	\$1,009,985.00
2020	Validator Infrastructure Construction	Chula Vista Electric Corp.	\$1,354,714.00
2020	Beech St. Construction (Rail / Track)	Herzog Contracting Corp.	\$3,935,686.84
2021	Crosstie & Grade Crossing Improvements	Veterans Eng. Services, Inc.	\$2,358,316.36

Project Labor Agreement (PLA)

- MTS's Authority
 - Public Utilities Code 120221.5: Skilled and Trained Workforce or Project Labor Agreement for Construction over \$1million
- Background
 - Negotiated agreement between a public agency (or the successful construction contractor on the project) and the San Diego Building and Construction Trades Council
 - Terms relating to working conditions, labor standards and hiring practices

Project Labor Agreements

- Legal Requirements
 - Public Contract Code 2500: PLAs permissible if:
 - Prohibits discrimination
 - Permits all qualified contractors and subcontractors to bid, w/out regard to if a party to a collective bargaining agreement
 - Requires drug testing
 - Guarantees no work stoppages, strikes, or lockouts
 - Disputes to be resolved by an arbitrator
 - Executive Order 13502: PLAs permissible on FTA funded construction projects

Project Labor Agreements

- Potential benefits over current Construction Prog.
 - Many local San Diego public agencies have implemented PLAs and found it to be a beneficial way to assist their jurisdictions/communities/constituents (e.g. local hire or to advance other MTS objectives)
 - Is a useful tool if MTS is interested in going above and beyond current 60% apprenticeship requirement
 - Avoidance of labor disputes or work stoppages
- Cost Impacts
 - May necessitate one-time negotiation costs and ongoing consulting services to ensure PLA compliance
 - Unclear at this time if there will be other costs/savings

Project Labor Agreements

- How to implement

- 1) Adopt Board Policy No. 66

- Lists what construction projects will be required to be performed under a PLA (Proposing over \$1mil)
- Lists the minimum legal requirements a PLA must include

- 2) Negotiate a PLA with the San Diego Building and Construction Trades Council

- 3) Include the executed PLA on all future construction project solicitations over \$1mil

- 4) Successful Construction Contractor will sign onto the PLA, as a condition of contract award

- 5) PLA will be monitored by MTS (or its consultant) to ensure compliance

Staff Recommendation

- That the Executive Committee forward a recommendation to the Board of Directors to adopt Board Policy No. 66, Project Labor Agreements.

IN - MEETING PUBLIC COMMENT

Gretchen Newsom with IBEW 569, provided a live public comment for agenda item #5.
Newsom's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Christina Marquez, provided a live public comment for agenda item #5. Marquez's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Hector Meza, provided a live public comment for agenda item #5. Meza's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Tom Lemmon, provided a live public comment for agenda item #5. Lemmon's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Carol Kimscoa provided a live public comment for agenda item #5. Kimscoa's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Satomi Rash-Zeigler, provided a live public comment for agenda item #5. Rash-Zeigler's statement will be reflected in the minutes.



**Metropolitan
Transit
System**

Policies and Procedures No. 6

Board Approval: TBD

SUBJECT:

PROJECT LABOR AGREEMENTS

PURPOSE:

The purpose of this policy (the Policy) is to establish guidelines for the use of a Project Labor Agreement on MTS construction projects that exceed \$1 million.

BACKGROUND:

A Project Labor Agreement (PLA) is a collective bargaining agreement between a public agency planning to authorize and fund a construction project – or the contractor or subcontractors on that project – and the unions that represent the pools of skilled labor that are needed for that project. A PLA spells out the specific terms and conditions that govern the employment of labor on a project for the duration of the project.¹ It is the intent of the Board to establish a PLA requirement for all construction projects exceeding \$1 million.

PROCEDURE:

MTS will utilize the following process to ensure the use of a PLA on construction projects covered by the Policy:

66.1 DEVELOPMENT OF A PLA

- a. Construction projects covered by the Policy must be governed by a PLA consistent with the following guidelines:
 - i. Executive Order (EO) 13502. EO 13502 explicitly allows the use of PLAs on federally funded projects, including the projects financed by the Federal Transit Administration. Specifically, EO 13502 states that the policy of the Federal government is to encourage the consideration of PLAs for large-scale construction projects, recognizing the benefits that PLAs can offer in promoting the efficient and expeditious completion of these projects. Any project labor agreement using FTA assistance should:

¹ Definition of PLA cited from Federal Transit Administration (<https://www.transit.dot.gov/foia/fta-project-labor-agreements-resource-page>)





**Metropolitan
Transit
System**

Agenda Item No. 6

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE**

October 7, 2021

SUBJECT:

SANDAG'S SOCIAL EQUITY EARLY ACTION TRANSIT PILOTS (DENIS DESMOND AND BRIAN LANE OF SANDAG)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The SANDAG 2021 Regional Transportation Plan Social Equity Working Group has provided a number of recommendations to the SANDAG Transportation Committee for early investments in transit. The Executive Committee will receive the report and provide any comments related to the proposed programs which require SANDAG Board approval

/S/ Sharon Cooney_____

Sharon Cooney
Chief Executive Officer

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

Attachment: A. SANDAG Social Equity Early Action Transit Pilots Agenda Item



October 1, 2021

Social Equity Early Action Transit Pilots

Overview

On Friday, February 12, 2021, the SANDAG Board of Directors approved a Commitment to Equity statement that is meant to inform all decisions and projects implemented by SANDAG. This statement says:

We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

A statement is only as good as the actions to which it informs. The time is now to implement mobility solutions for historically underserved communities. Toward this end, staff has worked with a representative group of the SANDAG 2021 Regional Plan Social Equity Working Group along with other stakeholders and staff from the transit operators to implement several early action pilot projects. These include public transit and bike projects, policies, and programs that will benefit the most marginalized members of our region.

These pilot projects will function as building blocks toward achieving the aim of the Board of Directors as described in the Commitment to Equity and will serve as a proof of concept for projects identified in the draft 2021 Regional Plan. The draft 2021 Regional Plan, should it be adopted, includes funding for transit operating funds and fare subsidies.

To provide funding for these pilot projects, the Transportation Committee is asked to recommend that the Board of Directors approve a budget amendment to consider the following projects for inclusion in the 2021 Early Action Transit Pilot: free youth fares for all riders age 18 and under, public education and program research, and transit improvements for underserved areas.

Action: **Recommend**

The Transportation Committee is asked to recommend that the Board of Directors approve an amendment to the FY 2022 Program Budget to:

- 1) create new Overall Work Program Project No. 3505000 for the Early Action Transit Pilot project; and
- 2) program \$2.13 million of Congestion Mitigation and Air Quality Improvement funds to fund the project.

Fiscal Impact:

An FY 2022 budget amendment to program \$2,130,000 of CMAQ funds to OWP 3505000. The balance of the project, \$5,870,000, will be funded in the FY 2023 and FY 2024 Budgets

Schedule/Scope Impact:

The Free Youth Fares would start in the spring of 2022, the education, outreach, and research would begin just before the free youth fares start, and the transit improvements would start in the fall of 2022. The pilot would end in the summer of 2023, with a research report presented shortly thereafter.

Key Considerations

The SANDAG 2021 Regional Plan Social Equity Working Group (Working Group), chaired by City of San Diego Councilmember Vivian Moreno, is charged with providing input on the 2021 Regional Plan from an equity perspective. The Working Group has weighed in on early actions in the plan that show a true commitment to equity.

In response to recommendations from stakeholders and the Working Group, the Working Group asked SANDAG staff to work with members and friends of the Working Group to discuss possible projects to bring back for consideration. This small working group has met over the course of the past two months and devised the following proposals for the transit pilot:

- A free transit fare for all Youth 18 and under
 - All youth 18 and under would receive a free fare on their PRONTO account
 - Estimated \$6 million to reimburse Metropolitan Transit System (MTS) and North County Transit District (NCTD) (\$2 million in FY 2022, \$4 million in FY 2023)
- Transit improvements on a network of high-demand routes in traditionally underserved areas of the region
 - Add transit service on weekdays and weekends on routes with infrequent service, or late-night service that ends too early
 - Estimated \$1.75 million to reimburse MTS
- Education and outreach to youth and to residents in traditionally underserved areas of the region
 - Work with our Community Based Organizations (CBOs) to help get PRONTO accounts for youth, and to educate residents on the existing and added services in their areas
 - Estimated \$200,000 for CBOs
- Conduct a Research Study
 - Evaluate the benefits of the pilot using both qualitative and quantitative measures
 - Estimated \$50,000 for a consultant

The Working Group, at its September 23, 2021, meeting, voted unanimously to recommend that the Transportation Committee and Board of Directors approve a budget amendment to consider the following projects for inclusion in the Early Action Transit Pilot: Free Youth Fares for 18 and Under, Education and Research, and Transit Improvements in Underserved Areas.

Next Steps

Pending the Transportation Committee's recommendation, the Board of Directors will be asked to approve a budget amendment at its October 22, 2021, meeting. Staff would work with MTS, NCTD, and stakeholders to finalize the details of the fare costs and transit improvement projects. Pending MTS and NCTD Board approvals, the Free Youth Fares would start in the spring of 2022; the education, outreach, and research would begin before the free fares start; and the transit improvements would start in the fall of 2022. The pilot would end in the late summer of 2023, with a research report presented shortly thereafter.

Coleen Clementson, Director of Regional Planning

Key Staff Contacts: Brian Lane, (619) 699-7331, brian.lane@sandag.org

Attachment: 1. Proposed FY 2022 Program Budget Amendment for Overall Work Program Project No. 3505000, Early Action Transit Pilot

WORK ELEMENT: 3505000 NEW - Early Action Transit Pilot
FY 2022 BUDGET: ~~\$0~~ \$2,130,000
AREA OF EMPHASIS: Sustainable Mobility Programs and Services

Amendment Title: Early Action Transit Pilot (FY 2022 Budget Amendment)

Funds Source				
	Prior	FY 2022	FY 2023 - 2024	Total
Congestion Mitigation and Air Quality (CMAQ) Improvement Program	\$0	\$0 \$2,130,000	\$0 \$5,870,000	\$0 \$8,000,000
TOTAL	\$0	\$0 \$2,130,000	\$0 \$5,870,000	\$0 \$8,000,000

Funds Application				
	Prior	FY 2022	FY 2023 - 2024	Total
Other Direct Costs	\$0	\$0 \$100,000	\$0 \$100,000	\$0 \$200,000
Contracted Services	\$0	\$0 \$30,000	\$0 \$20,000	\$0 \$50,000
Pass Through to Other Agencies	\$0	\$0 \$2,000,000	\$0 \$5,750,000	\$0 \$7,750,000
Employee Benefits		\$0		\$0
TOTAL	\$0	\$0 \$2,130,000	\$0 \$5,870,000	\$0 \$8,000,000

OBJECTIVE

Select Transit Leap projects from the draft San Diego Forward: The 2021 Regional Plan (2021 Regional Plan) will be brought forward as pilot projects. Transit Leap improvements make public transit a compelling option to driving; fast, convenient, and safe. The draft 2021 Regional Plan identifies social equity as one of the primary challenges that must be addressed in this region. Stakeholders advocating for equity have asked for immediate investment in public transit projects, policies, or programs that will benefit the most marginalized members of our region. Emphasis in FY 22 will be in implementing free transit for Youth 18 and under, work with stakeholders to educate and inform residents in underserved areas on the benefits of transit, begin a research study that demonstrates the benefits of the Pilot, and plan for service increases to begin in the fall of 2022.

PREVIOUS ACCOMPLISHMENTS

This project builds from the draft 2021 Regional Plan and efforts by SANDAG's Social Equity Working Group to promote transit projects that benefit residents in traditionally underserved areas.

Project Manager: Lane, Brian

Committee(s): Transportation Committee

Working Group(s): Regional Plan Social Equity Working Group

PRODUCTS, TASKS, AND SCHEDULES FOR FY2022

Task No.	% of Effort	Task Description / Product / Schedule
1	40	<p>Task Description: Work with MTS and NCTD to implement free transit for Youth 18 and under.</p> <p>Product: Free fares on PRONTO for Youth</p> <p>Completion Date: 6/30/2022</p>
2	40	<p>Task Description: Work with stakeholders and MTS on planning for transit improvements in underserved areas</p> <p>Product: Proposed improvements with schedule adjustments</p> <p>Completion Date: 6/30/2022</p>
3	10	<p>Task Description: Work with Community Based Organizations to educate and provide outreach to residents of underserved areas.</p> <p>Product: Education and Outreach Materials</p> <p>Completion Date: 6/30/2022</p>
4	10	<p>Task Description: Conduct a research study to evaluate the benefits of the Early Action Transit Pilot</p> <p>Product: Study Plans</p> <p>Completion Date: 6/30/2022</p>

FUTURE ACTIVITIES

Complete the pilot through FY 2023 and part of FY 2024.

Note: Program CMAQ funds to this OWP. Funds would be used to reimburse MTS and NCTD for lost revenues from free youth fares and for transit improvements, as well as for a research study, and to provide funds to CBO stakeholders to conduct outreach and education. SANDAG staff hours would be billed through OWP 3320100, Transit Planning.

SANDAG Social Equity Early Action Transit Pilots

MTS Executive Committee

October 7, 2021

- MTS a participant in SANDAG's Transit Equity Pilot Working Group
- SANDAG Presentation Today
 - Brian Lane, Senior Transit Planner
- Issues to consider and finalize for moving ahead...
 - Implementation schedule
 - Pilot project management
 - How to measure pilot success
 - No funding identified beyond pilot

SANDAG Social Equity Early Action Transit Pilots

Brian Lane

SANDAG Senior Transit Planner

Social Equity
Early Action
Transit Pilots

Social Equity Commitment

SANDAG Board of Directors – February 12, 2021

We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

**Special Thanks
to members
and friends of
the SANDAG
Social Equity
Working Group!**

- Lisa Cuestas (Casa Familiar)
- Belen Hernandez (Mid-City CAN)
- Craig Jones (Alliance for Regional Solutions)
- Carolina Martinez (EHC)
- Rosa Olascoaga Vidal (Sup. Vargas' office)
- Barry Pollard (Urban Collaborative)
- Randy Torres-Van Vleck (City Heights CDC)

- Pete Casellini (MTS)
- Katie Persons (NCTD)

2021 Draft Regional Plan Projects and Policies

Proposed Fare Subsidies

- Near-term Action to study fare subsidies for people with low incomes, students, seniors, and/or youth

Proposed Transit Operating Funds

- Increased frequencies and spans of service on core local routes
- High frequencies and all-day service on new Rapid and Commuter Rail routes

Pilot Budget (FY22 - FY24)

- Total Available: **\$8 Million**
- Youth Fares: **\$6 Million**
- Transit Improvements: **\$1,750,000**
- Education/Outreach through CBOs: **\$200,000**
- Research Study: **\$50,000**

FY22 Budget Amendment: \$2.13 Million

FY23 & 24 Budgets: \$5.87 Million

Funding

Congestion Mitigation and Air Quality Improvement (CMAQ) Program

CMAQ Goal:

Helping urban areas meet air quality goals and supporting investments that encourage alternatives to driving alone and improve traffic flow.

Pilot Concepts – Free Fares for Youth

- Youth 18 and under
 - ~ \$6 Million/year (using FY 2019 pre-COVID data)
 - MTS: \$5.3 Million/year
 - NCTD: \$0.7 Million/year
- Youth 24 and under (considered)
 - ~ \$35 Million/year
- Considerations
 - Need to fairly reimburse MTS and NCTD for lost revenue
 - Will there be massive spike in demand on some trips?



Pilot Concepts – Add trips to Core Routes in Underserved Areas

Add transit service on weekdays and weekends on routes with infrequent service, or late-night service that ends too early

- Routes:

- 3: Euclid Transit Center to UCSD Medical Center
- 4: 12th/Imperial to Lomita Village
- 13: 24th St. Transit Center to Kaiser Hospital
- 906/907: Iris Avenue Transit Center to San Ysidro
- 929: 12th/Imperial to Iris Avenue Transit Center

- Other routes also under consideration:

- 5, 7, 12, 215, 701, 704, 916/917, 961, 962, 965, 967



Pilot Concepts – Education and Research

Education and Outreach:

- Use CBO stakeholders to help spread the word about both the Pilot efforts and transit in general
 - ~ \$200,000

Research:

- Conduct research to demonstrate benefits
 - ~ \$50,000
 - Qualitative interviews (before and after)
 - Much like the San Diego Unified Youth Opportunity Pass pilot
 - Quantitative data
 - Work with researchers, stakeholders, and elected officials to find best measurements to use
 - CMAQ Requirements

Timeline

SEPTEMBER 23, 2021

- **Social Equity Working Group forwards recommendation to TC and BOD**

OCTOBER 1, 2021

- **Transportation Committee**

OCTOBER 22, 2021

- **Board of Directors**

DECEMBER 2021

- **2021 Regional Plan Adoption**

Timeline

MARCH 2022

- **Free youth fares start**
Education and Outreach start

SEPTEMBER 2022

- **Transit service increases start**

JUNE 2023

- **Pilot Ends**

SEPTEMBER 2023

- **Research results made available**

Thanks!

Questions?

IN - MEETING PUBLIC COMMENT

Carolina Matinez with Environmental Health Coalition, provided a live public comment for agenda item #6. Matinez's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Rosa Olascoaga, provided a live public comment for agenda item #6. Olascoaga's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Ariana Federico, provided a live public comment for agenda item #6. Federico's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Goyo Ortiz, provided a live public comment for agenda item #6. Ortiz's statement will be reflected in the minutes.



**Metropolitan
Transit
System**

Draft Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 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 email the Clerk of the Board, ClerkoftheBoard@sdmts.com at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '[Additional Materials](#).' Click the following link to access the meeting: <https://zoom.us/j/98288032362>

Para solicitar la agenda en un formato alternativo o para solicitar acomodaciones de participación, por favor mande un correo a la Secretaria de la Junta, ClerkoftheBoard@sdmts.com al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo '[Additional Materials](#).' Use este enlace para acceder la reunión virtual: <https://zoom.us/j/98288032362>

**ACTION
RECOMMENDED**

1. Roll Call
2. Approval of Minutes - September 16, 2021 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.



CONSENT ITEMS

6. [Authorization of Remote Teleconferenced Meetings](#) Approve
7. [Board Policy No. 26, Disadvantaged Business Enterprise Program – Policy Revision](#) Approve
Action would approve revisions to Board Policy No. 26, Disadvantaged Business Enterprise Program.
8. [Crowdstrike Falcon Endpoint Protection Premium License and Support– Contract Award](#) Approve
9. [ADA \(American With Disabilities Act\) Client Certification Services – Contract Amendment](#) Approve
Action would 1) Ratify Amendment No. 5 to MTS Doc. No. G1901.0-16, with Medical Transportation Management (MTM), a Women Business Enterprise (WBE), in the total amount of \$68,799.00; and
2) Approve Amendment No. 6 to MTS Doc. No. G1901.0-16, with MTM, to authorize the Chief Executive Officer (CEO) to add a temporary position for a Mobility Assessment Evaluator (MAE) with MTM for ADA Paratransit Client Certification Services for a total of \$52,415.00.
10. [Window Glass for Light Rail Vehicles \(LRV\) – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute two (2) contracts for the provision of window glass for LRVs, with Citywide Auto Glass and Siemens Mobility, for a not-to-exceed aggregate amount of \$1,518,019.41, for five (5) years from November 1, 2021 to October 30, 2026
11. [Supplemental Renewable Energy Certificates \(REC\) Purchases – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2524.0-22 with 3Degrees, Inc., G2525.0-22 with Kinect Energy Green Services AS, G2526.0-22 with Sol Systems, LLC, and G2527.0-22 with SRECTrade, Inc, for the purchase of Supplemental RECs for 5 years in the amount of \$6,101,320.00.
12. [Provision of Hewlett Packard Enterprise \(HPE\) Nimble HF20 Array Equipment and Support for Regional Transit Management System \(RTMS\) Disaster Recovery – Purchase Order](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute a Purchase Order to Nth Generation Computing Inc. for the provision of HPE Nimble HF20 Array equipment and support for RTMS disaster recovery in the amount of \$173,335.21.
13. [Planning Services for Trolley Yard and Building C Expansion - Work Order](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTS Doc. No. WOA1947-AE-70 with HDR Engineering, Inc. (HDR) in the amount of \$249,367.48 to provide planning services for the Trolley Yard and Building C Expansion project.

14. [Darktrace Cybersecurity Software- Extended Licensing Subscription and Antigena Email Module Software Solution – Contract Amendment](#) Approve
Action would 1) Ratify previous Amendment No.1 to MTS Doc. No. G2386.0-20 with Darktrace Limited for \$87,700.00 and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2386.0-20 with Darktrace Limited, in the amount of \$169,650.00 for the procurement of additional forty-one (41) months of EIS licensing subscription for the existing 2,500 devices 3) Authorize the CEO to execute Amendment 3 to MTS Doc. No. G2386.0-20 for the purchase of Antigena Email Inbox Artificial Intelligence (AI) Software Solution in the amount of \$108,609.00.
15. [Design Services for South Bay Maintenance Facility \(SBMF\) Electric Bus Charging Project – Work Order Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2075-AE-50.04 under MTS Doc No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$297,720.80, for Design Support During Construction (DSDC) services.
16. [Building C Rollup Door Replacement Phase 2 – Work Order Amendment](#) Approve
Action would 1) Ratify Change Order No. MTSJOC275-15.03 under Job Order Contract (JOC) MTS Doc No. PWG275.0-19 with ABC General Contractor, Inc. (ABCGC) in the amount of \$20,700.03, for additional steel work for phase I due to unforeseen conditions; 2) Ratify Change Order No. MTSJOC275-15.04 under JOC MTS Doc No. PWG275.0-19 with ABCGC in the amount of \$10,446.41, for the addition of metal flashing the door openings for phase I; and 3) Authorize the Chief Executive Officer (CEO) to execute Change Order No. MTSJOC275.0-15.05, under JOC MTS Doc. No. PWG275.0-15, with ABCGC, for the provision of labor, materials and equipment in the amount of \$299,986.94 for phase II of the removal and replacement of the rollup doors, door threshold, and addition of flood barriers at Building C.
17. [Approve the Fiscal Year \(FY\) 2021-22 State Transit Assistance \(STA\) Claim and STA Interest Claim](#) Approve
Action would adopt Resolution No. 21-17 approving the FY 2021-22 STA claim and withdrawal of available interest balance.
18. [San Ysidro Transit Center Planning & Design/San Ysidro Mobility Hub Planning](#) Approve

CLOSED SESSION

24.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30.

31.

REPORT ITEMS

45.

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> November 18, 2021. | |
| 65. | <u>Adjournment</u> | |



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/21

Agenda Item No. 6

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

October 14, 2021

SUBJECT:

AUTHORIZATION OF REMOTE TELECONFERENCED MEETINGS

**AGENDA ITEM WILL
BE PROVIDED
BEFORE BOARD
MEETING**

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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.





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/21

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

BOARD POLICY NO. 26, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – POLICY REVISION

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve revisions to Board Policy No. 26, Disadvantaged Business Enterprise Program.

Budget Impact

None with this action.

DISCUSSION:

As a recipient of Federal Transit Administration (FTA) funds, MTS must comply with the Department of Transportation's (DOT's) Disadvantaged Business Enterprise (DBE) Regulations. One such requirement is to maintain a DBE Program that outlines how MTS intends to implement the DOT's DBE Regulations. MTS's DBE Program includes: MTS's objectives towards DBEs and other small businesses; the staff person responsible for the DBE Program implementation; how MTS aims to increase DBE and other small businesses participation on its DOT-assisted contracts; and how MTS ensures its prime contractors and subcontractors are complying with MTS's DBE Program.

The proposed revisions will add utilization of a small business set aside as one of several measures MTS may consider in fostering small business participation. Other proposed revisions will update the position title for the person responsible for the DBE Program as well as bringing up to date the Chief Executive Officer's signature on MTS's DBE Policy Statement.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Proposed Revisions to Board Policy No. 26

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Policies and Procedures No. 26

Board Approval: ~~7/25/2019~~ 10/14/2021

SUBJECT:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PURPOSE:

To provide a program to ensure nondiscrimination in the award and administration of federally-assisted contracts and create a level playing field on which disadvantaged business enterprises (DBEs) can compete fairly for those contracts.

POLICY:

26.1 POLICY STATEMENT AND PROGRAM OBJECTIVES

Policy Statement/Objectives (CFR § 26.3, § 26.7, § 26.21, § 26.23)

San Diego Metropolitan Transit System (MTS) has established and adopted a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (49 CFR Part 26)." MTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MTS to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in MTS's DOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;
2. Create a level playing field by which DBEs can compete for and perform in MTS's DOT-assisted contracts;
3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;



4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;
6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;
7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; and
8. Ensure MTS contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

As evidence of MTS's commitment to pursue these policy objectives, the Chief Executive Officer has designated ~~Staff Attorney—Regulatory Compliance~~Deputy General Counsel as the DBE Liaison Officer (DBELO). In this capacity, the DBELO is responsible for implementing all aspects of the DBE program. The DBELO has direct access to the Chief Executive Officer for DBE-related matters. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MTS in its financial assistance agreements with DOT. MTS will disseminate this policy statement to all of the departments of our organization. Additionally, MTS will distribute this policy to DBE and non-DBE business communities that perform or are interested in performing work on MTS projects. Through such efforts, MTS will ensure DOT-assisted contracting and procurement related processes promote equity in access, consideration and opportunity for DBEs and other small businesses in response to requirements set forth under 49 CFR Part 26, DOT Directives and Final Rules.

26.2 APPLICABILITY (CFR § 26.3, § 26.21)

MTS, as a direct recipient of federal funds from the DOT, and as a condition of Federal financial assistance, is required to submit for approval to the DOT Operating Administration from which it receives the majority of its funding, a DBE Program developed in accordance with federal regulations published under Title 49 CFR Part 26 and subsequent guidance. This DBE Program sets forth the policies and procedures to be implemented by MTS to ensure that DBEs have an equitable opportunity to participate in DOT-assisted contracting opportunities.

In direct response to these regulatory requirements, MTS hereby establishes a DBE Program, which will:

1. Comply with federal regulations and financial assistance agreements;
2. Meet legal standards for narrow-tailoring requirements;
3. Ensure nondiscrimination in the award of DOT-assisted contracts; and
4. Reaffirm MTS's commitment to fairness and the principles of equal opportunity.

In conformance with 49 CFR Part 26, MTS will continue to carry out its DBE Program until all DOT funds have been expended.

MTS additionally complies with the California Department of Transportation's (Caltrans') DBE Program on projects on which it is a sub-recipient of federal funds through Caltrans.

MTS will advise all applicable DOT Operating Administrations of any significant updates and/or changes to this DBE Program.

26.3 DEFINITION OF TERMS (CFR § 26.5)

Race-Conscious Measure or Program: A program or portion thereof that focuses specifically on assisting only DBEs, including minority and women-owned DBEs, by the development and inclusion of participation goals or Good-Faith Effort activities.

Race-Neutral Measure or Program: A program or portion thereof that assists all small businesses, including DBEs, regardless of ownership status, in successfully participating in MTS's procurement program. For the purposes of the DBE Program, "race-neutral" includes gender-neutrality.

Any other term used in this DBE Program shall have the meaning set forth in 49 CFR Part 26.

26.4 RESPONSIBILITIES FOR DBE PROGRAM IMPLEMENTATION

A. DBE Liaison Officer (CFR § 26.25)

MTS has designated the following individual as the Disadvantaged Business Enterprise Liaison Officer (DBELO):

Samantha Leslie
~~Staff Attorney—Regulatory Compliance~~ Deputy General Counsel
San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Telephone: (619) 557-4539; Fax: (619) 814-1559
E-mail: Samantha.Leslie@sdmts.com

In this capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that MTS complies with all provisions of 49 CFR Part 26 and subsequent DOT-issued directives and final rules. The DBELO has direct, independent access to the MTS Chief Executive Officer concerning DBE Program matters. The DBELO has sufficient support personnel who devote a portion of their time to implement the Program. The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials.

The DBELO's and/or designee's duties include, but are not limited to, the following activities:

1. Gathers and reports statistical data and other information as required by the DBE Program, including preparation of

semiannual DBE reports and related analysis for submission to the applicable DOT Operating Administration.

2. Reviews applicable contracts, purchase requisitions, advertisements, boilerplate language specifications and other related documentation specific to implementing applicable DBE requirements.
3. Consults with all affected departments in developing overall DBE goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Reviews DOT-assisted contracts and procurements for purposes of applying applicable race-neutral measures.
6. Analyzes MTS's progress towards meeting overall DBE goals by monitoring individual contract DBE attainments.
7. Ensures that pre-bid meetings inform potential bidders and/or offerors regarding MTS's DBE Program.
8. Advises the Chief Executive Officer and/or the MTS Board on DBE matters and achievements.
9. Assesses DBE participation eligibility towards MTS's overall DBE goal.

Additionally, the DBELO and/or designee is charged with implementing the race-neutral measures listed in this DBE Program document.

B. Reconsideration Official (CFR § 26.53)

Should MTS implement a race-conscious component to this DBE Program, the DBE Program will be amended to provide the procedures for the administrative reconsideration process and to specify MTS's Reconsideration Official.

26.5 ADMINISTRATIVE REQUIREMENTS

A. Non-Discrimination Requirements (CFR § 26.7)

MTS will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, MTS will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

B. Federal Financial Assistance Agreement Assurance (CFR § 26.13 {a})

MTS will sign the following assurance as a condition of financial assistance agreements with the DOT, and which is hereby made applicable to all of MTS's DOT-assisted contracts:

"MTS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. MTS shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. MTS's DBE Program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to MTS of its failure to carry out its approved program, the Department may impose sanctions as provided under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

C. DBE Financial Institutions (CFR § 26.27)

It is the policy of MTS to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to utilize these institutions, as available, and to encourage prime contractors on MTS's DOT-assisted contracts to make use of these institutions.

The Federal Reserve Board compiles data on financial institutions that participate in the Department of the Treasury's Minority Bank Deposit Program. ~~MTS will review the listing bi-annually to determine whether any such financial institutions are available in MTS's geographic market area.~~ When MTS competitively procures financial services, MTS will notify any identified minority and women-owned financial institutions in MTS's geographic market area of the upcoming procurement. Through MTS's website and MTS's contract solicitations, MTS will also encourage contractors to use the services of minority and women-owned financial institutions identified from the listings. The Internet address of this listing is <http://www.federalreserve.gov/releases/mob/>.

D. DBE Directory (CFR § 26.31)

MTS refers interested parties to the California Unified Certification Program (CUCP) Database of Certified DBE Firms (DBE Directory) to assist in identifying certified DBEs. The DBE Directory is published at http://dot.ca.gov/hq/bep/find_certified.htm.

E. Overconcentration (CFR § 26.33)

MTS has not identified any types of work that have a burdensome overconcentration of DBE participation. However, should MTS determine that overconcentration exists in a work classification, MTS will obtain the approval of the concerned DOT Operating Administration of its determination and the measures devised to address it. Once these measures are approved, they will become part of MTS's DBE Program.

F. Business Development Programs (CFR § 26.35)

MTS has not established a business development program. The DBELO will continually evaluate the need and assess whether MTS should establish a Business Development Program and/or a Mentor Protege Program. If MTS establishes either program, the program will be guided by the applicable Appendix of 49 CFR Part 26 and approved by the cognizant DOT Operating Administration before being implemented.

G. Fostering Small Business Participation (CFR § 26.39)

MTS will structure contracting requirements to facilitate competition by small businesses by advising the contracting community of the benefits of becoming SB certified, the eligibility requirements to become certified as a SB, and the online directory of certified SBs, found at the California Department of General Services (DGS) website:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

MTS may also implement a Small Business Set Aside (i.e. competition among only small businesses) on certain contracts. The MTS Procurement Manager or designee shall consider whether there is a reasonable expectation of obtaining offers from three (3) or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery before applying a Small Business Set Aside to a procurement. MTS will define a small business as a business that meets the definition of small business concern set out in 49 CFR § 26.5. A certified DBE will be presumed eligible to participate in a small business set aside, as all certified DBEs must meet the definition of a small business concern. To avoid program fraud, MTS will verify eligibility of a firm to participate in a small business set aside.

26.6 DETERMINING, MEETING, AND COUNTING DBE PARTICIPATION TOWARDS THE OVERALL DBE GOAL (CFR § 26.45; § 26.51; § 26.55)

MTS is currently operating a strictly race-neutral DBE Program in accordance with DOT guidance following the *Western States Paving* decision of the 9th Circuit Court of Appeals. Should MTS incorporate a race-conscious DBE Program in the future, the breakout of estimated race-neutral and race-conscious participation in MTS's DBE goal will be updated.

As MTS is currently operating a strictly race-neutral DBE Program, contract goals are not applicable to MTS procurements. Should MTS, at a future date, incorporate a race-conscious component to its DBE Program, it will then use contract goals to meet any portion of the overall goal MTS does not project being

able to meet using race-neutral means. As required by *Western States Paving*, if MTS incorporates a race-conscious DBE Program, MTS will gather evidence to determine if discrimination in the transportation contracting industry is present. MTS will make a determination at that time what type of evidence gathering is appropriate, based on DBE regulations and case law.

A. Methodology for Setting Overall DBE Goals (CFR § 26.45; 26.49)

In accordance with § 26.45(e)(3), and with FTA approval, MTS will establish an overall program goal on a triennial basis. The overall program goal will represent the amount of DOT-assisted funds MTS anticipates expending on DBE firms over three years, and will be presented as a percentage of the total DOT assistance received.

The overall program goal will be developed in accordance with the 2-step process specified in § 26.45 (c) & (d). The first step is to determine the goal "base figure" based on the relative availability of DBEs in MTS's market area. The second step is to adjust the goal "base figure" from Step 1 so that it reflects as accurately as possible the DBE participation MTS would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to DBE participation. Annual projections on DBE participation during each fiscal year will be developed as specified by § 26.45 (e)(3)(iii).

Additionally, MTS will provide for public participation in establishing an overall program goal. MTS will publish a notice of the proposed overall program goal on MTS's website and a newspaper of general circulation, informing the public that the proposed goal and its rationale are available for inspection and comment.

Additionally, MTS will consult with minority, women's and general contractor groups, community organizations, and other officials or organizations to solicit information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and MTS's efforts to establish a level playing field for the participation of DBEs.

MTS will submit the overall program goal to DOT in accordance with § 26.45 (f)(2). The overall goal submission to DOT will include a summary of information and comments received during this public comment/participation process and any MTS responses.

MTS will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

B. Shortfall Analysis and Corrective Action Plan (CFR § 26.47)

If at the end of each year, awards/commitments are less than the applicable overall goal, MTS will analyze the reasons for the shortfall and establish specific steps that may enable MTS to meet its overall goal in

the next year. MTS will submit its Shortfall Analysis and Corrective Action Plan to the FTA by December 29 for any applicable year.

C. Transit Vehicle Manufacturers (TVM) Certifications (CFR § 26.49)

In accordance with § 26.49, MTS will not include TVM vehicle procurements in its overall goal calculation or semiannual reports. MTS will require each TVM, as a condition of being authorized to bid or propose on DOT-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, MTS may, at its discretion and with DOT approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. Within 30 days of making an award to a TVM, MTS will submit notice to the FTA regarding the name of the successful bidder and the total dollar value of the contract.

D. Race-Neutral Measures (CFR § 26.51)

MTS will implement the following race-neutral measures which are aimed at increasing DBE and other small business participation.

1. MTS will hold and/or participate in conferences, which include a networking component to promote teaming opportunities between prospective prime contractors and the DBE and Small Business contracting community. MTS will also actively promote the Small Business conferences, programs, and support services offered by other agencies that have established DBE and Small Business Programs.
2. MTS will provide assistance in overcoming limitations such as inability to obtain bonding or financing. Specifically, MTS will, through its website, refer the DBE and Small Business contracting community to the U.S. Small Business Administration Bonding Assistance Program and San Diego Small Business Development Center.
3. MTS will solicit DBEs and other small business participation by carrying out information on specific contract opportunities. Specifically, MTS will: ensure the inclusion of DBEs and other small businesses on MTS's mailing lists of bidders and/or MTS's e-procurement web based vendor list; make available to prime contractors information on how to view a listing of potential DBE and other small business subcontractors; and provide contracting information in languages other than English, where appropriate and upon request.
4. MTS will advise its contracting community of the benefits of becoming DBE certified, the eligibility requirements to become certified as a DBE, and the online directory of certified DBEs, found at the CUCP website:
http://dot.ca.gov/hq/bep/find_certified.htm.

E. Use of Set-Asides or Quotas (CFR § 26.43)

Except as otherwise provided for in Section 26.5(G) (i.e. small business set aside), MTS shall not permit the use of quotas for DBEs on DOT-assisted contracts in accordance with 49 CFR Part 26. Further, MTS shall not set aside contracts for DBEs on DOT-assisted contracts subject to the regulatory provisions, except in limited and extreme circumstances where no other method could be reasonably expected to redress egregious instances of discrimination.

F. Counting DBE Participation and Commercially Useful Function (CFR § 26.55)

MTS will count DBE participation toward overall and contract specific goals as provided in 49 CFR Part 26.55. MTS will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE subcontractor.

26.7 REQUIRED CONTRACT PROVISIONS AND ENFORCEMENT

A. Contractor's Assurance Clause Regarding Non-Discrimination (CFR § 26.13)

MTS will ensure that the following clause is placed in all DOT-assisted contracts and subcontracts: *"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49, CFR, Part 26 in the award and administration of MTS's U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTS deems appropriate."*

B. Prompt Payment Provisions (CFR § 26.29)

The DBE Program found at Title 49 CFR Part 26 requires that any delay or postponement of payment over 30 days from the prime contractor to any subcontractor for work performed pursuant to their agreements may take place only for good cause and with MTS's prior written approval.

1. Prompt Progress Payments to Subcontractors

In accordance with 49 CFR 26.29, MTS will include a contract clause that will require the prime contractor to pay each subcontractor participating on the contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from MTS. Any delay or postponement of payment over 30 days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.

2. Payment of Retention Withheld from Subcontractor

When MTS elects to hold retainage from the prime contractor, MTS will provide prompt and regular incremental acceptances of portions of the work on each contract and pay retainage to the prime contractor based on these acceptances.

In accordance with 49 CFR 26.29, MTS will include a contract clause that will require the prime contractor to make prompt and full payment of any retainage owed to subcontractors for satisfactory completion of the subcontractors work within 7 days after subcontractor's work has been satisfactorily completed. Any delay or postponement of payment over 30 days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.

26.8 DBE CERTIFICATION STANDARDS (CFR § 26.61-3 26.73; § 26.81; § 26.83a)

As a non-certifying member of the CUCP, MTS will accept DBE certifications from certifying member agencies of the CUCP.

For more information about the certification process or to apply for certification, firms should visit the CUCP website at:

http://www.dot.ca.gov/hq/bep/business_forms.htm.

26.9 RECORD KEEPING AND MONITORING (CFR § 26.11, § 26.37)

A. Bidders List (CFR § 26.11)

MTS will develop and maintain a Bidders List consisting of all firms bidding on prime contracts, and bidding or quoting subcontracts on MTS's DOT-assisted projects/contracts. The following information will be included in the bidders list:

1. Firm Name;
2. Address;
3. Years in Business;
4. Status as a DBE or non-DBE;
5. Type of Work; and
6. Annual Range of Gross Receipts.

B. Reporting to DOT (CFR § 26.11)

MTS will submit to the applicable DOT Operating Administration the "Uniform Report of DBE Awards or Commitments and Payments" semiannually on June 1 and December 1 of each year, as required. The June 1 report will include DBE activity from October 1 through March 31. The December 1 report will include DBE activity from April 1 through September 30. This report presents a summary of DOT-assisted prime contracts and subcontracts that are: awarded or committed to; open; and completed during the applicable reporting period.

Upon request, MTS will compile and submit ad-hoc DBE contract award and progress reports for DOT-assisted projects. Furthermore, MTS will

continue to provide reports relative to MTS's DBE Program, as directed. These reports will provide DBE participation information on MTS's race-neutral and gender-neutral contracts on all DOT assisted procurement activities.

C. Information, Confidentiality, Cooperation (CFR § 26.109)

MTS will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a), California Public Records Act (Government Code § 6250) state, and local law. Notwithstanding the preceding provision, MTS will not release any information that may reasonably be construed as confidential business information to any third party (other than DOT) without the written consent of the firm that submitted the information.

D. Monitoring and Enforcement Mechanisms (CFR § 26.37)

MTS will implement appropriate mechanisms to ensure compliance with 49 CFR Part 26 requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law).

1. Monitoring Work Committed to DBE

MTS's DBE Program will include a monitoring and enforcement mechanism to ensure that work committed to DBEs is actually performed by DBEs. This will include a written certification by MTS that contract records have been reviewed and work sites have been monitored to ensure work is actually performed by the DBE. In addition, MTS will maintain a running tally of actual DBE attainments (e.g., payments actually made to DBE firms) to compare against the prime contractor's commitments to use a DBE, when applicable.

2. Termination or Substitution of DBE subcontractors

MTS includes a contract clause in each federally assisted contract that requires the prime contractor to notify and receive consent from MTS whenever a DBE subcontractor is terminated or substituted. For construction contracts, MTS shall follow applicable state law for terminations or substitutions of subcontractors.

3. Monitoring Payments to DBE and Non-DBE subcontractors

MTS undertakes monitoring of prime payments to subcontractors over the course of any DOT- assisted contract. MTS includes a contract clause in each federally assisted contract that the prime contractor must provide subcontractor payment information to the MTS Contract Administrator monthly, if any payments were made to subcontractors. In addition, MTS bi-annually requests subcontractor payment information from the prime contractor to ensure MTS has accurate listing of subcontractor payment

information within its records. Lastly, MTS may use a monthly prompt payment certification form that requires prime contractor to certify prompt payments were made to subcontractor.

4. Prompt Payment Dispute Resolution

The obligations of prompt payment and release of retainage does not arise if there is a legitimate dispute over a subcontractor's performance. Subcontractor should first attempt to work with the prime contractor regarding whether subcontractor's work has been satisfactorily performed. If a dispute remains as to whether work has been satisfactorily completed for purposes of prompt payment requirements, notice should be given to the DBELO to take further action. Steps to resolve dispute may include, but are not limited to, conducting a meeting between prime contractor, subcontractor, and MTS project manager to review whether subcontractor work was completed in accordance with contract, plans and specifications.

5. Prompt Payment Complaints

Complaints by subcontractors regarding prompt payment should first be directed to the prime contractor and their payment bond surety, if applicable. If affected subcontractor needs assistance in communicating with the prime contractor regarding payment or is unable to resolve payment discrepancies with prime, subcontractor should contact DBELO in writing to initiate the complaint. The complaint should identify specifics regarding the subcontract payment language, items of work in question, and the subcontractor's attempts to obtain payment from the prime contractor and payment bond surety, if applicable.

Upon receipt of a subcontractor's written complaint that contains the above described information, DBELO will contact prime contractor directly, advising them of MTS's receipt of a prompt payment complaint, of prime contractor's responsibility to work with the subcontractor to resolve the dispute and potential enforcement action, as further described in Section 26.9 (D)(5) of this Board Policy. If after notice to the prime there is still no timely and meaningful action by the prime to resolve prompt payment disputes, affected subcontractor may refer the complaint to the responsible FTA contact.

6. Enforcement Action for Noncompliance of Prompt Payment and Return of Retainage

MTS will include a contract clause in its DOT- assisted contracts that any violation of prompt payment requirements, as defined in Section 26.27 (B) of this Board Policy, shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code, if applicable. It may also result in the application of appropriate administrative sanctions, including, but

not limited to, prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

7. Enforcement Action for False, Fraudulent or Dishonest Conduct

MTS will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps provided in § 26.107 (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules). Additionally, MTS will consider similar action under its own legal authorities, including responsibility determinations in future contracts.

Additional DBE Documents (Available from DBELO upon request)

- A. DBE Program Regulations
- B. DBE Program Organizational Chart
- C. Listing of DBE Financial Institutions located within MTS's geographic market area
- D. MTS Goal Setting Methodology
- E. CUCP DBE Certification Application
- F. Uniform Report of DBE Awards or Commitments and Payments

Original Policy approved on 12/6/84.

Policy revised on 4/28/88.

Policy revised on 4/25/91.

Policy revised on 1/26/95.

Policy revised on 10/16/97.

Policy revised on 8/12/99.

Policy revised on 8/10/00.

Policy revised on 9/27/01.

Policy revised on 7/25/02.

Policy revised on 3/11/04.

Policy revised on 7/22/04.

Policy revised on 2/16/12.

Policy revised on 7/16/15.

Policy revised on 7/26/18.

Policy revised on 7/25/19

Policy revised on 10/14/21

Attachments: Exhibit A – DBE Policy Statement

Exhibit A – MTS Board Policy No. 26

DBE POLICY STATEMENT

San Diego Metropolitan Transit System (MTS) has established and adopted a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (49 CFR Part 26)." MTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MTS to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in MTS's DOT-assisted contracts.

It is also MTS policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;
2. Create a level playing field by which DBEs can compete for and perform in MTS's DOT-assisted contracts;
3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;
6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;
7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; and
8. Ensure MTS contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

MTS has designated ~~Staff Attorney – Regulatory Compliance~~ Deputy General Counsel as the DBE Liaison Officer (DBELO). In this capacity, the DBELO is responsible for implementing all aspects of the DBE program.

This signed and dated policy statement expresses MTS's commitment to pursuing the objectives of the DBE Program.

/s/ Paul Jablonski
07/25/2019
Paul Jablonski Sharon Cooney

Date

Chief Executive Officer



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 8

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

October 7, 2021

SUBJECT:

**CROWDSTRIKE FALCON ENDPOINT PROTECTION PREMIUM LICENSE AND SUPPORT-
CONTRACT AWARD**

**AGENDA ITEM WILL
BE PROVIDED
BEFORE BOARD
MEETING**

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

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





**Metropolitan
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DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

AMERICAN WITH DISABILITIES ACT (ADA) CLIENT CERTIFICATION SERVICES –
CONTRACT AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Amendment No. 5 to MTS Doc. No. G1901.0-16 (Attachment A), with Medical Transportation Management (MTM), a Women Business Enterprise (WBE), in the total amount of \$68,799.00; and
- 2) Approve Amendment No. 6 to MTS Doc. No. G1901.0-16 (in substantially the same format as Attachment B), with MTM, to authorize the Chief Executive Officer (CEO) to add a temporary position for a Mobility Assessment Evaluator (MAE) with MTM for ADA Paratransit Client Certification Services for a total of \$52,415.00.

Budget Impact

The total budget for the project shall not exceed \$3,406,422.43 (\$3,285,208.43 for the current contract plus \$121,214.00 for Amendment No. 5 and Amendment No. 6). The Project is funded by the ADA Certification Services Operations Budget 856012-571140.

Description	Amount
Current Board Approved Amount (base and options)	\$3,285,208.43
Ratify Amendment 5	\$68,799.00
Approve Amendment 6	\$52,415.00
New Board Approved Amount	\$3,406,422.43

DISCUSSION:

In January 2021, staff obtained the Board’s authorization to extend the ADA Client Certification Services contract for one (1) year to accommodate the temporary ADA certification process



revisions in response to the COVID-19 pandemic (1/21/21, AI 11). The contract is set to expire on November 30, 2022.

During the height of the COVID-19 pandemic, MTS suspended in-person assessments for MTS Access applicants. This resulted in approximately 850 applicants being granted temporary presumptive eligibility without having gone through the standard eligibility assessment process that includes an in-person assessment. As of July 2021, MTS has resumed in-person assessments and the volume of assessments has quickly returned to pre-COVID levels. This leaves no availability for current staff to process the backlog of temporary presumptive eligibilities that require in-person assessment to complete their three (3) year certification for Access. MTS has negotiated with MTM to add one (1) temporary MAE to assist with processing of the backlog.

The payment structure would be modified as follows:

- 1) The MAE temporary position will be billed on an hourly basis at a rate of \$47.65 per hour, at a minimum of four (4) hours per day. This position is allocated for up to a maximum of 1,100 total hours or for a not-to-exceed amount of \$52,415.
- 2) MTM to increase its current staffing level with one temporary MAE.

Therefore, staff recommends that MTS Board of Directors:

- 1) Ratify Amendment No. 5 to MTS Doc. No. G1901.0-16 (Attachment A), with MTM, a WBE, in the total amount of \$68,799.00; and
- 2) Approve Amendment No. 6 to MTS Doc. No. G1901.0-16 (in substantially the same format as Attachment B), with MTM, to authorize the CEO to add a temporary position for a MAE with MTM for ADA Paratransit Client Certification Services for a total of \$52,415.00.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Amendment 5
B. Amendment 6 Draft

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

Amendment 5

Date: June 11, 2021

MTS Doc No. G1901.0-16

ADA PARATRANSIT CLIENT CERTIFICATION SERVICES

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

Ms. Maciá,

This shall serve as Amendment No. 5 to our agreement for the ADA Paratransit Client Certification Services as further described below.

SCOPE

Pursuant to the scope, MTM shall return to using the remote call center for inbound calls for MTS Access eligibility and SDM applications when volumes reach 85% pre-Covid levels. The payment structure shall be modified as follows:

1. Option Year 2 pricing would be increased by \$20,235, covering the period of 7/1/2021 through 11/30/2021. Extension year from 12/1/21 through 11/30/22 would be increased by \$48,564. Combined total adjustment is in the amount of \$68,799.
2. MTM to increase current staffing level by 1 FTE.
3. Keep phone system/call center activities at MTS (in-house).
 - Monthly billing will be increased at a rate of \$4,047 per month (*beginning July 2021*) for the Receptionist (1 FTE) cost.

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

There shall be no changes to the contract schedule.

PAYMENT

This contract amendment authorizes a cost increase in the amount of \$68,799 as reflected below:



UPDATED 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)
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
Grand Total:							\$3,285,208.43
Monthly Call Center Cost Addition of 1 FTE (Receptionist) beginning July 2021 (\$4,047 per mo) *	N/A	N/A	N/A	N/A	\$20,235 *(5 months – Jul 2021 thru 11/2021)	\$48,564	\$ 68,799.00
New Grand Total:							\$3,354,007.43

As a result of this Amendment, the total value of this contract shall be in the amount of **\$3,354,007.43** [\$3,285,208.43 for the current contract plus **\$68,799** for this amendment). This amount shall not be exceeded without prior written approval from MTS.

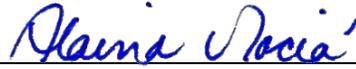
Please sign and return the copy marked “*original*” to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copy for your records.

Sincerely,

Agreed:



Sharon Cooney, Chief Executive Officer



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

Date: June 24th, 2021

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



**Metropolitan
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System**

Amendment 6

Date: October 14, 2021

MTS Doc No. G1901.0-16

ADA PARATRANSIT CLIENT CERTIFICATION SERVICES

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

Ms. Maciá,

This shall serve as Amendment No. 6 to our agreement for the ADA Paratransit Client Certification Services as further described below.

SCOPE

Pursuant to the scope, MTM shall add a temporary position for a Mobility Assessment Evaluator (MAE) to assist with processing the backlog. The payment structure shall be modified as follows:

1. The MAE temporary position will be billed on an hourly basis at a rate of \$47.65 per hour, at a minimum of four (4) hours per day. This position will be billed for up to a maximum of 1,100 hours or for a not-to-exceed amount of \$52,415.
2. MTM to increase current staffing for one temporary MAE.

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

There shall be no changes to the contract schedule.

PAYMENT

This contract amendment authorizes a cost increase in the amount of \$52,415. As a result of this Amendment, the total contract value shall be in the amount of **\$3,406,422.43** [\$3,354,007.43 for the current contract plus \$52,415 for this amendment). This amount shall not be exceeded without prior written approval from MTS.



Please sign and return the copy marked "*origina*" 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, President and CEO
SDMTS

Date: _____

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



**Metropolitan
Transit
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DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

WINDOW GLASS FOR LIGHT RAIL VEHICLES (LRV) – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute two (2) contracts for the provision of window glass for LRVs (in substantially the same format as Attachments A-1 and A-2), with Citywide Auto Glass, Inc. and Siemens Mobility, Inc. for a not-to-exceed aggregate amount of \$1,518,019.41, for five (5) years from November 1, 2021 to October 30, 2026.

Budget Impact

The total budget for this project shall not exceed \$1,518,019.41. The project is funded by the LRV Operations Budget 350016-545100.

DISCUSSION:

The MTS fleet of LRVs incur vandalism while in service daily. As a result, windows may be shattered or etched and need replacement. These include windshields, sliders, doors and partitions. MTS keeps the replacement glass on hand in inventory, and Trolley Maintenance employees replace as needed.

On June 4, 2021, MTS issued an Invitation for Bids (IFB) looking for qualified bidders to provide various window glass for a period of five years. In order to maximize open and free competition, bidders could bid on any line item/s for all five years. Award would then be based on the lowest total cost for each line item for the five years

Annual estimated quantities provided were based on historical usage. They do not signify a guaranteed order. Actual usage may be more or less than estimated. MTS reserves the right to order one or more of each item as MTS needs dictate. Invoicing will be based on actual orders.



By the July 16, 2021 deadline six bids were received from:

1. Aftermarket Parts Company, LLC
2. Citywide Auto Glass, Inc
3. Gillig, LLC
4. Custom Glass Solutions, dba NASG Holdings, LLC
5. Siemens Mobility, Inc
6. Translite Enterprises, Inc.

The five-year total costs were evaluated and awarded to the lowest bidder for each line. Citywide Auto Glass, Siemens and NASG were the lowest bidders. A Notice of Intent to Award was sent on August 25, 2021 notifying all the bidders the awards per line. On September 3, 2021, NASG notified MTS that it was withdrawing its bid as it would incur price increases effective October 1, 2021 that were not reflected in its submitted pricing. MTS accepted the bid withdrawal. When needed, these lines will be solicited using the three-quote process as required.

The contract summaries are as follows (detailed pricing is shown on Attachment C):

Att. #	Contract #	Bidder	Total Pricing	CA Sales Tax	Total Amount
A-1	L1606.0-22	Citywide	\$88,550.69	\$6,862.68	\$95,413.37
A-2	L1605.0-22	Siemens	\$1,320,284.03	\$102,322.01	\$1,422,606.04
Total Project Award					\$1,518,019.41

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute two (2) contracts for the provision of window glass for LRVs (in substantially the same format as Attachments A-1 and A-2), with Citywide Auto Glass and Siemens Mobility, for a not-to-exceed aggregate amount of \$1,518,019.41, for five (5) years from November 1, 2021 to October 30, 2026.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Agreement Drafts (A-1 and A-2)
B. Scope of Work
C. Costs Form



Metropolitan Transit System

ATTACHMENT A.1 (CONTRACT # L1606.0-22)

STANDARD AGREEMENT FOR WINDOW GLASS FOR LIGHT RAIL VEHICLES (LRV)

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: Citywide Auto Glass, Inc. Address: 5745 Kearny Villa Rd, Ste 110

Form of Business: Corporation San Diego, CA 92123
(Corporation, partnership, sole proprietor, etc.)

Telephone: (858) 569-6000 Email: mjdelia@citywideautoglass.com

Authorized person to sign contracts: Mark Delia CEO
Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS, as follows:

Provide Window Glass for LRVs as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Procurement, including Standard Conditions Procurement (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is from November 1, 2021 to October 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$95,413.37 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CITYWIDE AUTO GLASS, INC.
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____





Metropolitan Transit System

ATTACHMENT A.2 (CONTRACT # L1605.0-22)

STANDARD AGREEMENT FOR WINDOW GLASS FOR LIGHT RAIL VEHICLES (LRV)

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: Siemens Mobility, Inc. Address: 5301 Price Avenue
 Form of Business: Corporation McClellan, CA 95652
 (Corporation, partnership, sole proprietor, etc.)
 Telephone: (916) 621-2700 Email: barry.sidler@siemens.com
 Authorized person to sign contracts: Barry Sidler Aftermarket Manager
 Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS, as follows:

Provide Window Glass for LRVs as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Procurement, including Standard Conditions Procurement (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is from November 1, 2021 to October 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,422,606.04 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SIEMENS MOBILITY, INC
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____
By: _____ Office of General Counsel	Signature
	Title: _____



1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

(SECTIONS 4.1 THROUGH 4.11 APPLY TO BOTH MTS BUS AND LRVs)

1.1. GENERAL

MTS fleet of buses and Light Rail Vehicles (LRVs) incur vandalism while in service daily. As a result, windows may be shattered or etched and need replacement. MTS keeps replacement glass on hand in inventory and MTS maintenance employees replace as needed.

Contractor shall supply window glass for five (5) years. Services shall be from November 1, 2021 to October 30, 2026. Contractor shall supply replacement window glass to the MTS inventory on an as-needed basis.

1.2. BID FORM

MTS has divided the bid form into line items. Contractor has bid on the items in Exhibit B.

Contractor has provided its part number in the column provided, price and lead time in weeks. The lead time provided shall apply for all years. Lead times identify the date MTS can anticipate the receipt of the items. MTS reserves the right to consider the lead time in award.

Unit pricing shall be all-inclusive (including shipping/delivery), with the exception of California sales tax. MTS will calculate tax at Purchase Order (PO) issuance. Shipping/delivery shall be F.O.B destination as shown below, and shall be the sole responsibility of the bidder.

IMPORTANT: MTS will not pay additional shipping/delivery charges therefore Contractor has bid accordingly.

Annual estimated quantities provided are to be considered as estimates only for bidding purposes. They are based on current usage but do not signify a guaranteed order. Actual usage may be more or less than estimated. Invoicing will be based on actual order. MTS reserves the right to order one (1), or more of each item per PO as its needs dictate.

1.3. SAN DIEGO TRANSIT CORPORATION (SDTC) – MTS BUS

Orders will be placed by the MTS Procurement Department only. All shipments made against a PO must be accompanied by a packing slip referencing the PO number. Unless otherwise specified by SDTC, all items must be delivered F.O.B. destination to either:

A. Imperial Avenue Division (IAD), 100 16th Street, San Diego, CA 92101

B. Kearny Mesa Division (KMD), 4630 Ruffner Road, San Diego, CA 92111

1.4. SAN DIEGO TROLLEY, INC. (SDTI) - LRVs

Orders will be placed by the MTS Procurement Department only. All shipments made against a PO must be accompanied by a packing slip referencing the PO number. Unless otherwise specified by SDTI all items must be delivered F.O.B. destination to SDTI, 1341 Commercial Street, San Diego, CA 92113.

1.5. DELIVERY

All orders must be shipped in a timely manner. Contractor has provided the standard lead times for the items. All orders must be delivered complete within this time frame unless otherwise approved.

Contractor will be notified by phone, e-mail, or fax of all shipping discrepancies. It is the Contractor's responsibility to handle all claims with the shipper, provide proof of deliveries, and correct discrepancies within five (5) working days of notification by MTS.

At a minimum, all deliveries must have the following clearly displayed:

- A. Appropriate SDTI or SDTC PO numbers
- B. MTS stock code #
- C. Vendor part number
- D. Item description
- E. Applicable dates

1.6. ADDITIONS AND CHANGES

All items added or changed on the contract must be approved by the SDTC or SDTI Project Manager. It is the Contractor's responsibility to notify the MTS Purchasing Department of the approved additions or changes who will then amend the contract, and notify the Contractor in writing of the official acceptance of the change order. Changes are not effective until confirmed by an executed amendment.

1.7. PACKAGING

All parts must be packaged individually in boxes designed to occupy the least amount of shelf space as possible without damage to the materials. The box must be visibly labeled with the part number.

1.8. ACCEPTANCE

Deliverables provided under this contract shall be delivered in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

1.9. DAMAGED OR DEFECTIVE MATERIAL

Any materials delivered damaged or with a defect in packaging or manufacture will be returned to the Contractor. MTS may request, at their discretion, a credit in full or a replacement in full. Any additional costs incurred by MTS related to the return such as freight, packaging, or re-stocking, will be reimbursed by the Contractor.

1.10. PAYMENT TERMS

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

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

1.11. INVOICES

Invoices must be submitted for payment to the MTS Accounting Department at AP@sdmts.com. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents.

All invoices must have the following clearly displayed to ensure timely payment.

- A. Appropriate SDTI or SDTC PO numbers
- B. MTS stock code #
- C. Vendor part number
- D. Item description
- E. Applicable dates

MTS BUS

1.12. GENERAL

- A. This specification covers requirements for the supply of glass needed for the replacement of bus windows. Replacement glass for the driver side, passenger, door, and windshields shall be provided.
- B. The passenger windows on MTS buses purchased prior to 2011 were made from bus Original Equipment Manufacturer (OEM) standard equipment glass. All models 2011 to current year were produced with Ricon (Transit Care) Flush Window Series with serviceable glazing, with "Heat Guard" reflective laminate.
- C. Windshields on all MTS buses were supplied with 72% light transmittance green laminate, with blue shade band for the street and curbsides.
- D. Heat / UV Reflective glass shall be supplied for all other windows. Driver side glass, door glass, and passenger glass must have a heat / UV protective laminate such as "Heat Guard" which is supplied by Transit Products & Service or an approved equal. Laminate must have 70% - 76% light transmittance, reject 94% - 97% of outside heat, and reject 99% Ultraviolet (UV) rays.
- E. Specifications used for each bus model shall be equal to or exceeding the bus OEM original installation bill of materials components.

1.13. MANUFACTURING REQUIREMENTS AND MATERIALS

- A. Materials: Laminated, heat-treated safety glass conforming to FMVSS 205 and the applicable requirements of ANSI Z26.1-1996 shall be provided.
- B. Tempered Glass: Tempered glass shall meet the requirements under Table 1, item 2 or 3, as applicable, of the latest revision of American National Standards Institute ANSI Z26.1.
- C. Materials: Tempered glass as defined in ASTM C1048 latest revision.

- i. Fabricating to the specified size, cutting, drilling, grinding and edgework on tempered glass shall be performed prior to strengthening or tempering per ASTM C1048, Section 7.

Test reports or documentation validating compliance with the below requirements must be supplied to MTS for review and approval prior to commencement of production glass.

Windshields and Windows immediately around operator must meet FRA Regulation, 49 CFR Part 223, Safety Glazing Standard requirements, and must meet testing requirements according to Appendix A to Part 223.

- ii. FRA Regulation, 49 CFR Part 223 glazing shall apply to:

- a) Type I for Windshield of end facing (where a line perpendicular to the plane of glazing material makes a horizontal angle of 50 degrees or less with the centerline of the vehicle).
 - b) Type II for driver side (non-end-facing, where a line perpendicular to the plane of the glazing material makes a horizontal angle more than 50 degrees with the centerline of the vehicle) glazing to the immediate right or left of the driver.
- iii. Unless otherwise specified, all glass shall be safety glass:
- a) AS-1 for Windshield of end facing (where a line perpendicular to the plane of glazing material makes a horizontal angle of 50 degrees or less with the centerline of the vehicle).
 - b) AS-2 for driver side (non-end-facing, where a line perpendicular to the plane of the glazing material makes a horizontal angle more than 50 degrees with the centerline of the vehicle) glazing to the immediate right or left of the driver.
 - c) AS-3 for all other glass.
- D. Manufacturers Stamp: Each glazing component and or window guard shall have the manufacturer's Department of Transportation (DOT) registered identification stamp permanently applied. According to the DOT requirements, the manufacturer's stamp shall include the date (month and year) of manufacture applied in the same location. Manufacturers stamp shall be positioned in the lower right hand corner. Letters and numerals shall be of the same size and include the symbol "DOT" and a manufacturer's code mark that NHTSA assigns to the manufacturer.
- i. MFG NAME/LOGO
 - ii. FRA TYPE (if applicable), AS-#
 - iii. DOT#
 - iv. TYPE /BRAND ID
 - v. DATE: Year
 - vi. Serial Number (for Windshields)
- E. Delaminating: Delaminating between layers is not accepted, and will be covered under the required two-year warranty.
- F. Color and Tint: There shall be no more than $\pm 4\%$ gradual color variation on any single piece of glass when examined over a white background in natural light. Abrupt variations in color or tint, which would cause visible stripes, are not permissible, unless required by design. There shall be no more than $\pm 4\%$ variation from the specified visible light transmission value. Unless otherwise specified, glazing used for driving (windshield and driver cab side windows) shall show regular (parallel) luminous transmittance of not less than 76% of the light, at normal incidence, per ANSI Z26.1 latest revision test 2, Luminous Transmittance.
- G. Clarity and Haze: Laminated sheet glass shall be sufficiently free of haze, that the laminated glass sheet shall have approximately the same clarity as a piece of monolithic glass of the

same nominal thickness, when viewed in natural daylight. The haze level may also be measured per ASTM D1003 with a haze of 3% or less.

- H. Heated Glass: Heated glass must be performance tested by checking resistance or using a heat detection gun to assure no dead heating zones. Result data must be provided with each glass shipment.
- I. Packaging: All glass shipments must be packaged with adequate protection to ensure that there will be no damage during normal surface transportation to the final destination designated by MTS and during storage in a normal warehouse environment. Shipping carrier to be proposed by contractor for approval by MTS.
- J. Warranty: All glass shall be warranted against deterioration or delamination of the glazing for a period of two years. Warranties shall cover all material, labor and workmanship, excluding damage caused by vandalism, bus accidents, or poor care and maintenance.
- K. Appendix: Specifications Referenced:

ANSI Z26.1 American National Standard for Safety Glazing Materials

49 CFR Part 223 Safety Glazing Standards FRA Type I & II

ASTM D 1003 Standard Test Method for Haze and Luminous Transmittance
of Transparent Plastics

ASTM C 1036 Standard Specification for Flat Glass

ASTM C 1048 Standard Specification for Heat Treated Flat Glass

ASTM C 1172 Standard Specification for Laminated Architectural Flat Glass

HPW-TP-0600.02 H.P. White Lab. Optical Distortion Testing of Windshields

SAE Handbook J 673 Automotive Safety Glasses

When glass standard is not covered by this specification, then the above specifications or industry standards will be referenced for glass evaluation.

LIGHT RAIL VEHICLES (LRVs)

1.14. MANUFACTURING REQUIREMENTS AND MATERIALS

- A. Materials: Laminated safety glass shall meet the requirements under Table 1, items 1, 2, and 3, as applicable, of the latest revision of American National Standard Institute ANSI Z26.1.
- B. Bond: Laminated safety glass consist of two or more pieces of float glass layers bonded to intervening layers of polyvinyl-butyril resin (PVB) or approved equivalent. The thickness, number of layers and treatment of glass either annealed or chemically strengthened, will be determined by the size, strength and impact requirements of the intended application, and match that of the sample provided.
- C. Tempered Glass: Tempered glass shall meet the requirements under Table 1, item 2 or 3, as applicable, of the latest revision of American National Standards Institute ANSI Z26.1.
- D. Materials: Tempered glass as defined in ASTM C1048 latest revision:
- i. Fabricating to the specified size, cutting, drilling, grinding and edgework on tempered glass shall be performed prior to strengthening or tempering per ASTM C1048, Section 7.
 - ii. Test reports or documentation validating compliance with the below requirements must be supplied to MTS for review and approval prior to commencement of production glass.
 - iii. Windshields and Side Cab Windows must meet FRA Regulation, 49 CFR Part 223, Safety Glazing Standard requirements, and must meet testing requirements according to Appendix A to Part 223.
 - iv. FRA Regulation, 49 CFR Part 223 glazing shall apply to:
 - a) Type I for Windshield of end facing (where a line perpendicular to the plane of glazing material makes a horizontal angle of 50 degrees or less with the centerline of the locomotive).
 - b) Type II for cab side (non-end-facing, where a line perpendicular to the plane of the glazing material makes a horizontal angle more than 50 degrees with the centerline of the locomotive) glazing to the immediate right or left of the driver.
 - v. Unless otherwise specified, all glass shall be safety glass:
 - a) AS-1 for Windshield of end facing (where a line perpendicular to the plane of glazing material makes a horizontal angle of 50 degrees or less with the centerline of the locomotive).
 - b) AS-2 for cab side (non-end-facing, where a line perpendicular to the plane of the glazing material makes a horizontal angle more than 50 degrees with the centerline of the locomotive) glazing to the immediate right or left of the driver. (If glass tint is less than 70% visible light transmission, then glass shall be AS-3).

- c) AS-3 for all other glass.
- E. Manufacturers Stamp: Manufacturers stamp shall be positioned in the lower right hand corner, spaced 50mm from the edge) or silkscreen) from the inside. Letters and numerals shall be of the same size, the symbol "DOT" and a manufacturer's code mark that NHTSA assigns to the manufacturer. Also, if applicable, the FRA Type Material Identification per 49 CFR Part 223 Appendix A. Maximum logo character height 10mm (0.38"):
- i. MFG NAME/LOGO
 - ii. FRA TYPE (if applicable), AS-#
 - iii. DOT#
 - iv. TYPE /BRAND ID
 - v. DATE: Year
 - vi. Serial Number (for Windshields)
- F. Dimensional Tolerances: Fabricating to the specified size based upon the sample provided, cutting, drilling, grinding and edgework on any glass shall be performed prior to strengthening or tempering.
- G. Flatness/ Curve Deviations: The localized warp of any glass shall not exceed 0.030 inch per linear foot. The maximum total bow of flat glass shall be in accordance to ASTM C 1048 Section 9.4, Table 2.
- H. Thickness: The thickness of specified glass shall be in accordance to latest revision SAE J673 Section 4.1, Table 1. (± 0.020 inch (0.5mm) times number of layers of glass.)
- I. Cut Size, Edge Treatments, Overlap, and Blow Back:
- a) The dimensional tolerance for the cut size dimensions of rectangular shapes, including squareness will be according to ASTM C1036 Table 1.
 - b) Edges shall be treated according to SAE Handbook J673. This reference shall also govern.
 - c) allowable blow back/overlap. Laminated glass shall have edge ground and sealed to prevent moisture absorption by the PVB interlayer. The seal following the edge grinding shall be black and not interfere with the installed appearance.
- J. Delaminating: Delaminating between layers is not accepted.
- K. Color and Tint: There shall be no more than $\pm 4\%$ gradual color variation on any single piece of glass when examined over a white background in natural light. Abrupt variations in color or tint, which would cause visible stripes, are not permissible, unless required by design. There shall be no more than $\pm 4\%$ variation from the specified visible light transmission value. Unless otherwise specified, glazing used for driving (windshield and driver cab side windows) shall show regular (parallel) luminous transmittance of not less than 70% of the light, at normal incidence, per ANSI Z26.1 latest revision test 2, Luminous Transmittance.

- L. Clarity and Haze: Laminated sheet glass shall be sufficiently free of haze, that the laminated glass sheet shall have approximately the same clarity as a piece of monolithic glass of the same nominal thickness, when viewed in natural daylight. The haze level may also be measured per ASTM D1003 with a haze of 3% or less.
- M. Distortion: Glass shall produce no apparent distortion on a line 50 degrees to the plane of the glass(Q2) per ASTM C 1036 Section 6.1.1, Table 5. Localized warping must meet requirements as outlined in this scope of work. Per ASTM C 1048, Section 7.4 Distortion, the original flatness of the glass is slightly modified by the heat treatment, causing reflected images to be distorted. When viewing images through the glass, the distortion, in most glazing applications, is less than that of reflected images and is not as noticeable. Fully tempered and heat-strengthened glass that has been made in a horizontal furnace may contain surface distortion (for example, picture framing, heat distortion or roller wave distortion). Distortion will be detected when viewing images reflected from the glass surface Specified bow and warp limits may not adequately define, or control, the distortion that may become apparent after glazing. The viewing of full-size mockups, under typical job conditions and surroundings, is highly recommended for user evaluation of the reflective distortion. Obvious excessive glass reflective distortion (esthetic) is unacceptable, regardless of through glass distortion. Reflective distortion level must meet MTS approval. Vendor may submit sample for review and approval of glass reflective distortion level by MTS.
- N. Heated Glass: Heated glass must be performance tested by checking resistance or using a heat detection gun to assure no dead heating zones. Result data must be provided with each glass shipment.
- O. Packaging: All glass shipments must be packaged with adequate protection to ensure that there will be no damage during normal surface transportation to the final destination designated by MTS and during storage in a normal warehouse environment. Shipping carrier to be proposed by contractor for approval by MTS.
- P. Appendix: Specifications Referenced:

ANSI Z26.1 American National Standard for Safety Glazing Materials

49 CFR Part 223 Safety Glazing Standards FRA Type I & II

ASTM D 1003 Standard Test Method for Haze and Luminous Transmittance
of Transparent Plastics

ASTM C 1036 Standard Specification for Flat Glass

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HPW-TP-0600.02 H.P. White Lab. Optical Distortion Testing of Windshields

SAE Handbook J 673 Automotive Safety Glasses

When glass standard is not covered by this specification, then the above specifications or industry standards will be referenced for glass evaluation.

**ATTACHMENT C
CONTRACTOR TO SUPPLY WINDOW GLASS (MTS DOC. NO. G2475.0-21)**

Att. C, AI 10, 10/14/2021

CITYWIDE

#	MTS Material #	Material Description	Est. Annual Usage	Year 1 Unit Cost	Year 1 Total	Year 2 Unit Cost	Year 2 Total	Year 3 Unit Cost	Year 4 Total	Year 4 Unit Cost	Year 4 Total	Year 5 Unit Cost	Year 5 Total	Overall 5 Year Total
1	70135590	Glass Cab Door Lower - SD100	5	\$ 105.82	\$ 529.10	\$ 158.73	\$ 793.65	\$ 238.10	\$ 1,190.50					\$ 2,513.25
2	70135624	Glass Cab Door Upper - SD100	10	\$ 235.02	\$ 2,350.20	\$ 352.53	\$ 3,525.30	\$ 528.80	\$ 5,288.00					\$ 11,163.50
3	70135665	Glass Cab Left Bottom - SD100	1	\$ 235.02	\$ 235.02	\$ 352.53	\$ 352.53	\$ 528.80	\$ 528.80					\$ 1,116.35
4	70135681	Glass Cab Left Top - SD100	1	\$ 223.02	\$ 223.02	\$ 334.53	\$ 334.53	\$ 501.80	\$ 501.80					\$ 1,059.35
5	70135715	Glass Cab Right Bottom - SD100	2	\$ 246.16	\$ 492.32	\$ 369.24	\$ 738.48	\$ 553.86	\$ 1,107.72					\$ 2,338.52
6	70135749	Glass Cab Right Top - SD100	2	\$ 238.87	\$ 477.74	\$ 358.30	\$ 716.60	\$ 537.45	\$ 1,074.90					\$ 2,269.24
7	70135905	Glass Passenger Door - SD100	34	\$ 165.31	\$ 5,620.54	\$ 206.64	\$ 7,025.76	\$ 247.97	\$ 8,430.98					\$ 21,077.28
8	70135939	Glass Passenger Side - SD100	21	\$ 297.38	\$ 6,244.98	\$ 371.72	\$ 7,806.12	\$ 446.06	\$ 9,367.26					\$ 23,418.36
9	70151910	Glass Windscreen Small - SD7	4	\$ 548.70	\$ 2,194.80	\$ 598.75	\$ 2,395.00	\$ 635.50	\$ 2,542.00	\$ 690.80	\$ 2,763.20	\$ 745.98	\$ 2,983.92	\$ 12,878.92
10	70135830	Glass Partition Large - SD100	21	\$ 94.15	\$ 1,977.15	\$ 117.69	\$ 2,471.49	\$ 141.23	\$ 2,965.83					\$ 7,414.47
11	70135871	Glass Partition Small - SD100	5	\$ 78.05	\$ 390.25	\$ 97.56	\$ 487.80	\$ 117.18	\$ 585.90					\$ 1,463.95
12	70135798	Glass Flap Window - SD100	2	\$ 245.00	\$ 490.00	\$ 306.25	\$ 612.50	\$ 367.50	\$ 735.00					\$ 1,837.50
													Citywide Total	\$ 88,550.69
													CA Sales Tax	\$ 6,862.68
													Citywide Award	\$ 95,413.37

SIEMENS

#	MTS Material #	Material Description	Est. Annual Usage	Year 1 Unit Cost	Year 1 Total	Year 2 Unit Cost	Year 2 Total	Year 3 Unit Cost	Year 4 Total	Year 4 Unit Cost	Year 4 Total	Year 5 Unit Cost	Year 5 Total	Overall 5 Year Total
1	70185447	Glass Hi Floor - SD8	42	\$ 705.28	\$ 29,621.76	\$ 726.44	\$ 30,510.48	\$ 748.23	\$ 31,425.66	\$ 770.68	\$ 32,368.56	\$ 793.80	\$ 33,339.60	\$ 157,266.06
2	70185454	Glass Passenger Door - SD8/SD9	84	\$ 1,254.18	\$ 105,351.12	\$ 1,291.80	\$ 108,511.20	\$ 1,330.56	\$ 111,767.04	\$ 1,370.48	\$ 115,120.32	\$ 1,411.59	\$ 118,573.56	\$ 559,323.24
3	70185462	GLASS WITH FRAME,CAB DOOR,SD	3	\$ 1,271.70	\$ 3,815.10	\$ 1,309.85	\$ 3,929.55	\$ 1,349.15	\$ 4,047.45	\$ 1,389.62	\$ 4,168.86	\$ 1,431.31	\$ 4,293.93	\$ 20,254.89
4	70185470	Glass Cab Window Upper Right - SD8	1	\$ 1,908.60	\$ 1,908.60	\$ 1,965.86	\$ 1,965.86	\$ 2,024.83	\$ 2,024.83	\$ 2,085.58	\$ 2,085.58	\$ 2,148.15	\$ 2,148.15	\$ 10,133.02
5	70185496	GLASS CAB WINDOW,LOWER,LEFT	3	\$ 1,833.60	\$ 5,500.80	\$ 1,888.61	\$ 5,665.83	\$ 1,945.27	\$ 5,835.81	\$ 2,003.62	\$ 6,010.86	\$ 2,063.73	\$ 6,191.19	\$ 29,204.49
6	70185504	GLASS CAB WINDOW,LOWER,RIGHT	1	\$ 2,058.60	\$ 2,058.60	\$ 2,120.36	\$ 2,120.36	\$ 2,183.97	\$ 2,183.97	\$ 2,249.49	\$ 2,249.49	\$ 2,316.97	\$ 2,316.97	\$ 10,929.39
7	70187831	GLASS CAB WALL,FIXED,SD8	1	\$ 393.55	\$ 393.55	\$ 405.35	\$ 405.35	\$ 417.51	\$ 417.51	\$ 430.04	\$ 430.04	\$ 442.94	\$ 442.94	\$ 2,089.39
8	70187864	Glass Cab Window Slider Left - SD8	3	\$ 1,833.60	\$ 5,500.80	\$ 1,888.61	\$ 5,665.83	\$ 1,945.27	\$ 5,835.81	\$ 2,003.62	\$ 6,010.86	\$ 2,063.73	\$ 6,191.19	\$ 29,204.49
9	70187872	Glass Cab Window Slider Right - SD8	2	\$ 1,858.60	\$ 3,717.20	\$ 1,914.36	\$ 3,828.72	\$ 1,971.79	\$ 3,943.58	\$ 2,030.94	\$ 4,061.88	\$ 2,091.87	\$ 4,183.74	\$ 19,735.12
10	70200425	Windshield, Cab A&B Car - SD9	1	\$ 7,613.00	\$ 7,613.00	\$ 7,841.39	\$ 7,841.39	\$ 8,076.63	\$ 8,076.63	\$ 8,318.93	\$ 8,318.93	\$ 8,568.50	\$ 8,568.50	\$ 40,418.45
11	70200818	Windshield - SD8	7	\$ 7,613.00	\$ 53,291.00	\$ 7,841.39	\$ 54,889.73	\$ 8,076.63	\$ 56,536.41	\$ 8,318.93	\$ 58,232.51	\$ 8,568.50	\$ 59,979.50	\$ 282,929.15
12	70185488	Glass Cab Window Upper Left - SD8	1	\$ 2,058.60	\$ 2,058.60	\$ 2,120.36	\$ 2,120.36	\$ 2,183.97	\$ 2,183.97	\$ 2,249.49	\$ 2,249.49	\$ 2,316.97	\$ 2,316.97	\$ 10,929.39
13	70200816	Cab Window w/Frame Left - SD7	1	\$ 14,128.95	\$ 14,128.95	\$ 14,552.82	\$ 14,552.82	\$ 14,989.41	\$ 14,989.41	\$ 15,439.09	\$ 15,439.09	\$ 15,902.26	\$ 15,902.26	\$ 75,012.53
14	70200817	Cab Window w/Frame Right - SD7	1	\$ 13,722.46	\$ 13,722.46	\$ 14,134.14	\$ 14,134.14	\$ 14,558.16	\$ 14,558.16	\$ 14,994.91	\$ 14,994.91	\$ 15,444.75	\$ 15,444.75	\$ 72,854.42
													Siemens Total	\$ 1,320,284.03
													CA Sales Tax	\$ 102,322.01
													Siemens Award	\$ 1,422,606.04

*SD100's to be retired by approximately end of 2024

Overall Project Board Award \$ 1,518,019.41



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

SUPPLEMENTAL RENEWABLE ENERGY CERTIFICATES (REC) PURCHASES – 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. G2524.0-22 with 3Degrees, Inc. (in substantially the same format as Attachment A), MTS Doc. No. G2525.0-22 with Kinect Energy Green Services AS (in substantially the same format as Attachment B), MTS Doc. No. G2526.0-22 with Sol Systems, LLC (in substantially the same format as Attachment C), and MTS Doc. No. G2527.0-22 with SRECTrade, Inc. (in substantially the same format as Attachment D), for the purchase of Supplemental RECs for 5 years in an amount not to exceed \$6,101,320.00.

Budget Impact

The total budget for this project shall not exceed \$6,101,320.00. This project is funded by the Trolley Operations Budget 902016-551100.

DISCUSSION:

The California Air Resources Board (CARB) created the Low Carbon Fuel Standard (LCFS) to reduce greenhouse gas emissions associated with the life cycle of transportation fuels used in California. Each type of fuel has been assessed a carbon intensity (CI) score. Fuel providers are required to ensure their overall CI score meets the annual CI target. The LCFS program has incentives in the form of credits that are generated, tracked, and can be traded to obligated entities. MTS is not an obligated entity, but does generate LCFS credits as a transportation provider that utilizes alternative fuels. Currently MTS is generating LCFS credits based on the natural gas and propane it consumes to power buses, and the electricity utilized to power the trolleys. In the future, electricity powered buses will also generate these credits for MTS.

The revenue from these LCFS credits exceeded \$7.8 million in FY 2021. CARB reauthorized and amended the LCFS program in January 2019. As part of these changes, CARB allowed for the



use of a chain-of-custody model of accounting of environmental attributes for electricity that is used as a transportation fuel. With this change, RECs are used to represent the ownership and transfer of low-CI electricity under the LCFS without regard to physical traceability. MTS has been purchasing RECs for the last two years to generate additional LCFS credits based on utilizing carbon free wind and solar energy as fuel for the trolleys, greatly reducing the carbon footprint of the trolley service.

Staff has estimated the electricity and associated REC need for the next 5 years. Each quarter, MTS will seek to purchase enough RECs in order to be 100% zero-CI on its electricity usage that powers revenue vehicles for that quarter. On average, about 18,000 RECs per quarter will need to be purchased, at the current market rate of \$14.00 per REC, resulting in a quarterly transaction of approximately \$250,000. At each quarter end, MTS staff will seek quotes from the qualified resellers and issue a contract for the lowest cost provider of the required number of RECs. These costs will be offset by the LCFS credit revenue generated, and depending on market conditions, possibly could result in a net-revenue for MTS. MTS is seeking to contract with qualified and responsible suppliers of RECs in advance in order to facilitate these quarterly purchases and secure purchasing authority from the Board.

In July 2, 2021, staff issued a Request for Qualifications (RFQ) to establish a bench of qualified REC resellers. On August 11, 2021, four (4) submittals were received. All submittals received were found responsive to the minimum requirements of the RFQ. Firms were evaluated based on the following pass/fail criteria:

- Respondent has demonstrated previous experience working for or with public agencies, transit entities, or corporation on a similar project as stated in the Scope of Work.
- Respondent's narrative responds to the requirements listed in the Scope of Work.
- Respondent has submitted a template of the contract they will expect MTS to sign for each purchase.

Based on the review, the evaluation committee has determined the submittals from the four firms met the requirements outlined in the pass/fail criteria.

Therefore, staff recommends the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2524.0-22 with 3Degrees, Inc. (in substantially the same format as Attachment A), MTS Doc. No. G2525.0-22 with Kinect Energy Green Services AS (in substantially the same format as Attachment B), MTS Doc. No. G2526.0-22 with Sol Systems, LLC (in substantially the same format as Attachment C), and MTS Doc. No. G2527.0-22 with SRECTrade, Inc. (in substantially the same format as Attachment D), for the purchase of Supplemental RECs for 5 years in an amount not to exceed \$6,101,320.00.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

- Attachments:
- A. G2524.0-22 with 3Degrees, Inc.
 - B. G2525.0-22 with World Kinect Services
 - C. G2526.0-22 with Sol Systems, LLC
 - D. G2527.0-22 with SRECTrade, Inc.

**RENEWABLE ENERGY CERTIFICATE
PURCHASE AND SALE AGREEMENT**

THIS RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT
Agreement is made this _____ day of _____, 20____, between _____, the "Effective Date"
3Degrees and _____, the "Counterparty" (collectively, the "Parties")
and _____, the "Counterparty" (collectively, the "Parties")

_____ and _____, the "Parties"
_____ and _____, the "Parties"

**ARTICLE 1
DEFINITIONS**

Applicable Standard means the standard for the production of the Renewable Energy Certificate as set forth in the applicable tracking system.

Applicable Tracking System means the tracking system used to track the production of the Renewable Energy Certificate.

Attestation Form means the form used to attest to the production of the Renewable Energy Certificate.

Business Day means any day other than a Saturday, Sunday, or public holiday in the applicable jurisdiction.

Buyer means _____

Compliance Instruments means the instruments used to ensure compliance with the applicable standard and tracking system.

Confirmation Letter means the letter used to confirm the production of the Renewable Energy Certificate.

Contract Price means the price for the Renewable Energy Certificate as set forth in the contract.

Costs means the costs incurred in the production of the Renewable Energy Certificate.

... Firm ... M ...

2.5.2 Unit Contingent Delivery Obligation.

... Unit Contingent ...

2.5.3 Project Contingent Delivery Obligation.

... Project Contingent ...

2.6 Confirmation.

... Confirmation ...

ARTICLE 3 REPRESENTATIONS

3.1. Authority.

... Authority ...

Section 3.2 header text, partially obscured by watermark.

3.2. **Forward Contract Merchant.**

Text of section 3.2, describing forward contract merchant terms.

3.3. **Seller Representations and Warranties.**

- Bulleted list of seller representations and warranties.

ARTICLE 4
BILLING AND PAYMENT

4.1. **Billing and Payment Terms.**

Text of section 4.1, including the definition of Payment Date.

4.2. **Late Payments.**

Text of section 4.2, describing late payment terms.

[Redacted text block]

[Redacted text line]

[Redacted text block]

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[Redacted text block]

ARTICLE 5 NOTICES

[Redacted text block]

[Redacted text line]

[Redacted text line]

[Redacted text block]

[Redacted text block]

ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION

[Redacted text block]

EXHIBIT A

Confirmation Letter #1

Contract entered into between Seller and Buyer for the purchase of certain RECs... Agreement... Seller... Buyer... REC...

Contract entered into between Seller and Buyer for the purchase of certain RECs...

Basic Commercial Terms:

Table with 2 columns for Basic Commercial Terms. Rows include: Recs, Seller, Buyer, Quantity, Contract, Delivery, Payment, etc.

Product Specific Terms:

Table with 2 columns for Product Specific Terms. Rows include: Recs, Seller, Buyer, etc.

Delivery Terms:

Table with 2 columns for Delivery Terms. Rows include: Seller, Buyer, Delivery, etc.

Contract entered into between Seller and Buyer for the purchase of certain RECs...

Table with 2 columns: 3Degrees Group, Inc. and [Counterparty]. Rows include: Name, Address, City, State.

ANNEX 1

RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT

THIS RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT

Agreement between Mr. and Party Parties

Article 1 Definitions

ARTICLE 1 DEFINITIONS

Applicable Standard

Applicable Tracking System

Attestation Form

Business Day

Buyer

Compliance Instruments

Contract Price

Costs

Trade Offer ...

ARTICLE 2 TRANSACTION

2.1. Term.

Term ...

2.2. Sale and Purchase Obligation.

... obligation ...

2.3. Quantity and Price.

Quantity and Price ...

2.4. Delivery.

Delivery ...

Deliver or Delivery

... delivery ...

2.5.1 Firm Delivery Obligation.

Firm ...

2.5.2 Unit Contingent Delivery Obligation.

Unit Contingent ...

2.5.3 Project Contingent Delivery Obligation.

When the Seller is required to deliver the Project Contingent... [The text in this block is extremely faint and largely illegible, appearing to be a standard legal definition of a project contingent delivery obligation.]

2.6 Acceptance.

The Seller shall be deemed to have accepted... [The text in this block is extremely faint and largely illegible, appearing to be a standard legal definition of acceptance.]

**ARTICLE 3
REPRESENTATIONS**

3.1. Authority.

The Seller represents and warrants that it is a duly organized... [The text in this block is extremely faint and largely illegible, appearing to be a standard legal definition of authority.]

3.2. Forward Contract Merchant.

The Seller represents and warrants that it is a duly organized... [The text in this block is extremely faint and largely illegible, appearing to be a standard legal definition of forward contract merchant.]

3.3. Seller Representations and Warranties.

The Seller represents and warrants that it is a duly organized... [The text in this block is extremely faint and largely illegible, appearing to be a standard legal definition of seller representations and warranties.]

_____ r _____ ddr _____ r d _____

_____ r _____ d _____ r d _____

**ARTICLE 5
NOTICES**

_____ r _____ d _____ r _____ r d r r _____ d _____ d _____
_____ r _____ d _____ r _____ d _____ r _____ r _____
r _____ d d _____ r _____ M _____ r d _____ r _____ r _____
r _____ r _____ ddr _____ r _____ r _____ r _____ r _____
_____ r _____

_____ r _____

_____ r _____ r _____

_____ r _____ r _____

_____ ddr _____
_____ r _____
_____ r d _____

**ARTICLE 6
GOVERNING LAW AND DISPUTE RESOLUTION**

_____ r _____ r d _____ d _____ r d _____ r d _____ r _____
r _____ r _____ r _____ r _____ r _____ r _____ r _____
_____ r _____ r _____ r _____ r _____ r _____ r _____
_____ M _____ r _____ M _____ r _____ M _____ r _____
_____ M _____ r _____ M _____ r _____ M _____ r _____
_____ M _____ r _____ M _____ r _____ M _____ r _____
_____ M _____ r _____ M _____ r _____ M _____ r _____

**ARTICLE 7
ATTORNEY'S FEES**

_____ r _____ r _____ r _____ r _____ r _____ r _____
_____ r _____ r _____ r _____ r _____ r _____ r _____
r _____ r _____ r _____ r _____ r _____ r _____

**ARTICLE 8
DEFAULTS**

_____ r _____ Default _____ r _____ Defaulting Party _____
_____ Event of Default _____

...

...

...

...

...

...

**ARTICLE 9
REMEDIES UPON DEFAULT**

9.1. Liquidated Damages.

...

9.2. Remedies.

... **“Non-Defaulting Party”** ... **“Early Termination Date”** ... **Terminated Transaction** ...

9.3. Net Out of Settlement Amounts.

...

... "Termination Payment" ...

9.4. Calculation Disputes.

... Calculation Disputes ...

9.5. Limitation on Damages.

... Limitation on Damages ...

9.6. Exclusive Remedy.

... Exclusive Remedy ...

9.7. Force Majeure.

... Force Majeure ...

ARTICLE 10
STANDARD PROVISIONS

10.1. Additional Documents.

... Additional Documents ...

10.2. Assignment.

Placeholder text for section 10.2, consisting of multiple lines of illegible characters.

10.3 Certification.

Placeholder text for section 10.3, consisting of multiple lines of illegible characters.

10.4 Confidentiality.

Placeholder text for section 10.4, consisting of multiple lines of illegible characters.

10.5 Entire Agreement.

Placeholder text for section 10.5, consisting of multiple lines of illegible characters.

**MASTER RENEWABLE ENERGY CERTIFICATE
PURCHASE AND SALE AGREEMENT**

THIS MASTER RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT (“**Master Agreement**”) is effective on _____, 2021 (the “**Effective Date**”), between Sol Systems, LLC (“**Sol Systems**”) with its principal place of business at 1101 Connecticut Ave., NW, Second Floor, Washington, DC 20036, and [Counterparty] (“**Counterparty**”) with its principal place of business at [Street Address], [City], [State] [Zip] (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties wish to provide the terms and conditions pursuant to which they may enter transactions governed by this Master Agreement for the purchase and sale of Renewable Energy Certificates or derivatives thereof (each a “**Transaction**”) as set forth below;

NOW, THEREFORE, in consideration of their mutual covenants herein, the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. In addition to any other terms defined in the Master Agreement, the following terms shall have the meaning ascribed to them as set forth below:

“**Accept**” or “**Acceptance**” means Buyer’s electronic acceptance in the Applicable Tracking System of the Delivery of the RECs in its Account in accordance with the operating rules and procedures of the Applicable Tracking System.

“**Acceptance Deadline**” has the meaning defined in Section 2.2.

“**Accepted Quantity**” means with respect to a Transaction, the quantity of RECs Accepted by the Acceptance Deadline.

“**Account**” means a Party’s electronic account with the Applicable Tracking System.

“**Administrator**” means the entity with jurisdiction over the Applicable Tracking System.

“**Affiliates**” means, with respect to any person, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under the common control with, such person, with “control” meaning the direct or indirect ownership of a majority of the voting power of such person.

“**Alternative Compliance Payment**” or “**ACP**” means any monetary payment made to a governmental authority as an alternative to submitting RECs for compliance with a RPS, or equivalent concept limiting the price of RECs under a RPS, as set forth in the Applicable Standard.

“**Applicable Standard**” means with respect to a Transaction, the provincial, state or federal RPS identified in the applicable program, other mandatory or voluntary standard(s), or set of rules specified in the Confirmation.

“**Applicable Tracking System**” means with respect to a Transaction, the environmental registry and information system set forth in the Confirmation that tracks the environmental and fuel attributes of generation, and any successor tracking system that both Parties agree facilitates the sale and purchase of the RECs specified in the Confirmation.

“**Attestation Form**” means with respect to a Transaction if set forth on the line “Special Provisions” in the Confirmation, documentation provided from Seller to Buyer transferring title to the RECs, specifying the Certified Renewable Energy Facility, Delivered Quantity, Generation Period, and other information with respect to the RECs sold under such Transaction as well as declarations made by Seller with respect to such RECs, to be completed in accordance with, and on the form required under, the Applicable Standard, or as otherwise specified in the Confirmation.

“**Business Day**” means any day except a Saturday or Sunday, or a Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. Eastern Prevailing Time.

“**Buyer**” means, for a Transaction, the Party set forth in the Confirmation that is obligated to purchase, receive and Accept the RECs under the conditions specified in this Master Agreement and the Confirmation.

“**Certified Renewable Energy Facility**” means with respect to a Transaction, one or more electric generation units, other facilities or installations identified in the Confirmation, or upon Delivery if not identified in the Confirmation that has been determined by the Certifier to meet the requirements of the Applicable Standard and is designated as qualified for the Applicable Standard on the Applicable Tracking System.

“**Certifier**” means the entity with jurisdiction over the qualification of a resource as a Certified Renewable Energy Facility pursuant to the Applicable Standard.

“**Commercial Operation Date**” or “**COD**” means with respect to a Transaction if set forth on the line “Special Provisions” in the Confirmation, the date post-testing for a specified Certified Renewable Energy Facility when it is licensed, operational from a commercial perspective, and can consistently generate RECs that it can transfer to another party.

“**Confidential Information**” has the meaning defined in Section 10.1.

“**Confirmation**” has the meaning set forth in Section 2.6.

“**Contract Price**” means with respect to a Transaction, the amount payable by Buyer to Seller for each REC as specified in the Confirmation.

“**Contract Quantity**” means with respect to a Transaction, the quantity of RECs to be Delivered by Seller to Buyer as specified in the Confirmation.

“**Defaulting Party**” has the meaning set forth in Section 9.1.

“**Deliver**”, “**Delivered**” or “**Delivery(ies)**” means (i) the valid initiation of the electronic transfer of RECs from Seller’s Account to Buyer’s Account, and such transfer initiation has not been rescinded, in accordance with the Applicable Standard and the operating rules and procedures of the Applicable Tracking System (the taking of such actions, to “**Initiate Delivery**” or “**Initiated Delivery**”), and (ii) the actual transfer of such RECs under the Applicable Tracking System from Seller’s Account to Buyer’s Account after Acceptance of such Product by Buyer, in each case in accordance with the Applicable Tracking System and Applicable Standard.

“**Delivered Quantity**” means with respect to a Transaction, the quantity of RECs Delivered on the Delivery Date(s).

“**Delivery Date(s)**” means with respect to a Transaction, the date(s) by which Delivery of the Contract Quantity shall occur, as specified in the Confirmation. In the event the Confirmation requires Buyer to pay

Seller before Delivery, then Delivery shall occur by the later of: (i) the Delivery Date specified in the Confirmation; or (ii) one (1) Business Day after Seller receives the Payment Amount from Buyer.

“**Early Termination Date**” has the meaning set forth in Section 9.1.

“**Eastern Prevailing Time**” or “**EPT**” means the prevailing time, i.e., Standard Time or Daylight Savings Time, on any given day in the Eastern Time Zone.

“**Effective Date**” means the date set forth in the Recitals.

“**Energy**” means three-phase, 60 Hz electrical energy expressed in MWhs produced during the Generation Period giving rise to the creation of the RECs.

“**Event of Default**” has the meaning set forth in Article 8.

“**Firm**” means Seller shall Deliver the Contract Quantity of RECs by the Delivery Date and Buyer shall Accept the Contract Quantity of RECs by the Acceptance Deadline, unless prevented by Force Majeure.

“**Force Majeure**” means an event or circumstance which prevents a Party (the “**Claiming Party**”) from performing its Acceptance or Delivery obligations under this Master Agreement, which event or circumstance was not reasonably anticipated as of the date the Transaction was agreed to and which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of reasonable care including but not limited to acts of God; fire; flood; earthquake; war; explosions; lightning; hurricanes; tornadoes; riots; or terrorism that affects one or both Parties. “**Force Majeure**” does not include (i) the loss or failure of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the RECs; (iii) Seller’s ability to sell the REC to a third party on terms superior to Seller’s terms herein; (iv) Seller’s ability to produce the RECs; or (v) Buyer’s ability to purchase similar RECs from a third party on terms superior to Buyer’s terms herein.

“**Full Output**” means with respect to a Transaction if set forth on the line “Special Provisions” in the Confirmation, that Seller is obligated to Deliver to Buyer, on or before the Delivery Date, and Buyer is obligated to purchase, any and all RECs generated within the relevant Vintage. In a Full Output Transaction, the Seller’s obligation to Deliver RECs is excused to the extent that Seller in good faith fails to produce additional RECs, so long as all RECs that are produced are Delivered to the Buyer.

“**Generation Period**” means with respect to a Transaction, the calendar year, quarter, or other specified time set forth in the Confirmation in which the Energy associated with the RECs is or will be generated.

“**Interest Rate**” means a per annum rate of interest equal to two (2%) percent over the prime lending rate as published from time to time in The Wall Street Journal under “Money Rates” on such day (or if not published on such day, on the most recent preceding day on which published), but in no event to exceed the maximum lawful rate.

“**Master Agreement**” has the meaning set forth in the Recitals.

“**MWh**” means megawatt-hour.

“**Non-Defaulting Party**” has the meaning set forth in Section 9.1.

“**Not Specified**” means with respect to a Transaction, if set forth on the line “Certified Renewable Energy Facility” in the Confirmation, that for the associated term or characteristic not explicitly defined in the

Confirmation, Seller may Deliver the Contract Quantity of any such term or characteristic that meets all other specific requirements pursuant to the Applicable Standard and this Master Agreement.

“**Payment Amount**” means with respect to a Transaction, an amount equal to the product of: (i) the Contract Price, and (ii) the Delivered Quantity. If the Confirmation requires Buyer to pay Seller before the Delivery of RECs, then Delivered Quantity means the expected Delivery Quantity.

“**Payment Due Date**” has the meaning set forth in Section 4.1.

“**Recording**” has the meaning set forth in Section 2.6.

“**Regulatory Change**” has the meaning set forth in Article 11.

“**Renewable Energy Certificate(s)**” or “**REC(s)**” means a certificate, credit, allowance, green tag, or other transferable indicium, howsoever entitled, associated with, but separate from, the generation of one (1) MWh of Energy from a Certified Renewable Energy Facility. To the extent applicable, the term “RECs” includes Solar Renewable Energy Certificates (“**SRECs**”).

“**Renewable Portfolio Standard**” or “**RPS**” means a local, state, provincial or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of Energy sold or used by specified entities to be generated from a Certified Renewable Energy Facility.

“**Seller**” means for a Transaction, the Party set forth in the Confirmation that is obligated to sell and Deliver the RECs under the conditions specified in this Master Agreement and the Confirmation.

“**Settlement Amount**” means, with respect to a Transaction, as determined in a commercially reasonable manner by the Non-Defaulting Party as of the Early Termination Date:

(a) if Seller is the Defaulting Party, an amount equal to the sum of: (i) the positive difference, if any, obtained by subtracting the Contract Price from the Undelivered Quantity Market Price multiplied by the Undelivered Quantity, plus (ii) if and as applicable, any commercially reasonable broker costs actually incurred by Buyer for entering into any replacement transaction to purchase the Undelivered Quantity, minus (iii) the Contract Price multiplied by the Delivered Quantity for which Seller has not been paid by Buyer, if any; and

(b) if Buyer is the Defaulting Party, an amount equal to the sum of: (i) the positive difference, if any, obtained by subtracting the Undelivered Quantity Market Price from the Contract Price multiplied by the Undelivered Quantity, plus (ii) if and as applicable, any commercially reasonable broker costs actually incurred by Seller for entering into any replacement transaction to sell the Undelivered Quantity, plus (iii) the Contract Price multiplied by the Delivered Quantity for which Seller has not been paid by Buyer, if any.

“**Standing Order**” means, with respect to a Transaction, if set forth on the line “Special Provisions” of the Confirmation, that Seller is required to put in place instructions to the Administrator for sufficient irrevocable transfers to Deliver to Buyer’s Account the Contract Quantity within five (5) Business Days of the date of the Transaction. Should the Delivered Quantity exceed the quantity required for the respective year under the irrevocable transfers, Buyer will return any excess generation to Seller within five (5) Business Days of Delivery.

“**Term**” has the meaning set forth in Section 2.1(a).

“**Terminated Transaction**” has the meaning set forth in Section 9.1.

“**Transaction**” has the meaning set forth in the Recitals.

“**Unaccepted Quantity**” means, with respect to a Transaction, the difference between the Contract Quantity and the Accepted Quantity.

“**Unaccepted Quantity Market Price**” means the price determined by Seller that is the average of three indicative market quotes for the Unaccepted Quantity from brokerage firms or third-party intermediaries actively engaged in the purchase and sale of RECs under the Applicable Standard or, if less than three indicative market quotes are obtained, the average of the indicative market quotes actually obtained and if no such quotes from such firms or intermediaries are available, any other commercially reasonable method selected to value the Unaccepted Quantity.

“**Undelivered Quantity**” means, with respect to a Transaction, the difference between the Contract Quantity and the Delivered Quantity.

“**Undelivered Quantity Market Price**” means the price determined by Buyer that is the average of three indicative market quotes for the Undelivered Quantity from brokerage firms or third-party intermediaries actively engaged in the purchase and sale of RECs under the Applicable Standard or, if less than three indicative market quotes are obtained, the average of the indicative market quotes actually obtained and if no such quotes from such firms or intermediaries are available, any other commercially reasonable method selected to value the Undelivered Quantity; *provided, however*, that the Undelivered Quantity Market Price for purposes of this Master Agreement shall not in any event exceed the highest Alternative Compliance Payment for the Undelivered Quantity under the Applicable Standard.

“**Unit Contingent**” shall mean, with respect to a Transaction, that Seller's obligation to Deliver the Contract Quantity of RECs shall be excused to the extent the Parties have specified in the Confirmation a particular Certified Renewable Energy Facility as the generator of the RECs, and (i) the Certified Renewable Energy Facility specified in the Confirmation is unavailable as a result of a Forced Outage (*as defined in the NERC Generating Unit Availability Data System (GATS) Forced Outage reporting guidelines*), (ii) the RECs have not been generated within the relevant Vintage or other time frame agreed to by the Parties due to an event that, without giving effect to clause (iv) of the exclusions from the definition of “Force Majeure”, would otherwise constitute a Force Majeure affecting such Certified Renewable Energy Facility, or (iii) such other disruptions in supply from such Certified Renewable Energy Facility as may be further specified and conditioned on the line “Special Provisions” in the Confirmation.

“**Vintage**” means, with respect to a Transaction, the time period(s) (e.g. calendar year, energy year, reporting year, etc.) specified in the Confirmation for which RECs produced during the Generation Period are eligible for the purpose of complying with the Applicable Standard, as that time period is defined by the Applicable Standard.

ARTICLE 2 TRANSACTION TERMS AND CONDITIONS

2.1. Term of Master Agreement; Transactions; Prior Transactions.

2.1(a) Term of Master Agreement. The term (“**Term**”) of this Master Agreement commences on the Effective Date and continues until terminated by either Party upon thirty (30) days’ prior written notice; *provided, however*, that such termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such termination and, *provided further*, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such

Transaction(s), or such Transaction(s) that have been terminated under Section 9.1 of this Master Agreement.

2.1(b) Transactions. A Transaction shall be entered by agreement of the Parties and the Parties intend that they are legally bound by the terms of each Transaction upon the full execution of the Confirmation substantially in the form of Exhibit A.

2.2. Sale and Purchase Obligations.

On or prior to each Delivery Date specified in a REC Transaction, Seller will Initiate Delivery of the Contract Quantity. Upon receiving notice from the Applicable Tracking System or Seller that (i) Seller has Initiated Delivery and (ii) the Applicable Tracking System permits Buyer to Accept such Initiated Delivery, Buyer will Accept such Contract Quantity within three (3) Business Days thereafter (the “**Acceptance Deadline**”).

2.3. Buyer’s Obligations & Seller’s Obligations.

2.3(a). Buyer’s Account Name. If with respect to a Transaction Buyer’s Account name in the Applicable Tracking System is different than Buyer’s legal name, Buyer must set forth its Account name on the line “Applicable Tracking System Account Name” in the Confirmation.

2.3(b). Certified Renewable Energy Facility Delivery Obligation. If with respect to a Transaction a Certified Renewable Energy Facility is specified in a Confirmation, then Seller shall Deliver RECs from that specific Certified Renewable Energy Facility, unless Buyer agrees in writing that Seller may Deliver from an alternative Certified Renewable Energy Facility.

2.3(c). Firm Delivery Obligation. With respect to a Transaction, unless otherwise specified in the Confirmation on the line “Contract Quantity (MWh)/Delivery Obligation:”, the Delivery obligation for each REC is a Firm obligation.

2.3(d). Delivery Costs. Each Party shall bear its own expenses associated with Delivery and Acceptance.

2.3(e). De-Certification of Certified Renewable Energy Facility. If with respect to a Transaction the Certifier determines the Delivered Quantity does not meet the Applicable Standard upon Delivery because the Certified Renewable Energy Facility identified in a Confirmation was de-certified prior to the date Delivery was made by the Seller, then Seller must, within two (2) Business Days of notification of de-certification, take the necessary steps to fulfill its performance obligations and Deliver such Delivered Quantity as set forth in the Confirmation. If Seller timely replaces such Delivered Quantity as stated above, then Seller shall have satisfied its obligations regarding timely Delivery.

2.4. Transfer of Title.

All rights, title and interest to and in a Delivered Quantity shall transfer from Seller’s Account to Buyer’s Account when recorded in the Applicable Tracking System consistent with the operating procedures thereof. Upon either Party’s receipt of notice from the Administrator that transfer of the Contract Quantity of a Transaction specified in a Confirmation will not be recognized, or Delivery was not made as required, the Party receiving Administrator’s notice will promptly notify the other Party and provide a copy of Administrator’s notice. Both Parties shall then cooperate in taking necessary and commercially reasonable

actions to cause such transfer to be recognized by Administrator and the Delivered Quantity be transferred and Accepted to the Buyer's Account.

2.5. Governing Terms.

2.5(a) Controlling Terms. Each Transaction between the Parties will be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements thereto, and all Transactions (including any Confirmations accepted in accordance with Section 2.6) will form a single integrated agreement between the Parties. In the event of any inconsistency between any term of this Master Agreement and any term of a Confirmation, the Confirmation will govern.

2.5(b) Additional Terms and Conditions. When a Confirmation contains provisions that modify or supplement the general terms and conditions of this Master Agreement (*e.g., additional representations and warranties, definition changes, etc.*) (“**Additional Provisions**”) that do not relate to the material commercial terms of a Transaction (*e.g., Contract Price, Contract Quantity, Delivery Date, Generation Period, etc.*) (the “**Material Economic Terms**”), the Additional Provisions shall not be deemed to be accepted pursuant to Section 2.7 below, unless agreed to in a separate writing by an officer of each Party; *provided that* the foregoing shall invalidate the Material Economic Terms of any Transaction agreed to by the Parties.

2.6 Confirmation of Transaction.

The Parties may confirm a Transaction by signing a confirmation (“Confirmation”) substantially in the form of Exhibit A. No Confirmation will be binding unless signed by both Parties.

If to Sol Systems:

Confirmation to Sol Systems will be sent by email to:

Trading-contracts@solsystems.com
Trading.confirms@solsystems.com

If to COUNTERPARTY:

Confirmation to COUNTERPARTY will be emailed to:

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1. Mutual Representations and Warranties.

As of the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that: (i) it is a legal entity, duly formed and validly existing and in good standing under the laws of the state of its formation; (ii) it has the full power and authority to execute, deliver, and perform this Master Agreement and to carry out the Transactions contemplated hereby; (iii) its execution and delivery hereof and performance of the Transactions contemplated hereunder have been duly authorized by all requisite entity action, and this Master Agreement has been duly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium or similar laws generally affecting creditors' rights and by equitable principles; (iv) it is an "Eligible Contract Participant" as defined in Section 1a(18) of the Commodity Exchange Act, as amended, 7 U.S.C. § 1a(18); (v) it is a "Forward Contract Merchant" within the meaning of the United States Bankruptcy Code (the "**Bankruptcy Code**"); (vi) no authorization, consent, notice to or registration or filing with any governmental authority is required for the execution, delivery and performance by it hereof; (vii) the execution, delivery and performance by it hereof does not conflict with nor will result in a breach or violation of any law, contract or instrument to which it is bound; (viii) there are no proceedings by or before any governmental authority, now pending or to its knowledge imminent, that is likely to have a material adverse effect on such Party's ability to perform the Party's obligations under this Master Agreement; (ix) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Master Agreement; and (x) it is acting for its own account, has made its own independent decision to enter into this Master Agreement and as to whether this Master Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Master Agreement.

3.2. Seller's Representations and Warranties.

Seller represents, and warrants to Buyer, and such representations and warranties related to the Contract Quantity shall be deemed to be repeated upon the date each Transaction is entered into and upon each Delivery of RECs thereunder that: (i) the Contract Quantity Delivered hereunder shall meet the requirements of the Applicable Standard; (ii) the RECs were generated during the eligible Generation Period; (iii) Seller will convey to Buyer good and marketable title to the RECs; (iv) Seller has not sold the Contract Quantity to any other person or entity; (v) at the time of Delivery all rights, title, and interest in the RECs are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever; and (vi) the Contract Quantity Delivered hereunder will vest in Buyer, and Buyer will have the exclusive rights to make all claims to the Contract Quantity.

If the Applicable Standard is the Green-e Standard, Seller agrees, represents, and warrants to Buyer that the Energy generated with the RECs was not and will not be separately sold, retired, marketed, or otherwise represented as renewable energy, clean energy, zero emission energy, or in any similar manner by Seller or any of Seller's Affiliates.

3.3. Bankruptcy Code Provisions.

The Parties intend that: (i) all Transactions constitute a single integrated agreement that is a "forward contract" within the meaning of the Bankruptcy Code; (ii) all payments made or to be made by one Party to the other Party, pursuant to this Master Agreement constitute "settlement payments" within the meaning of the Bankruptcy Code; (iii) each Party's rights under Section 9 of this Master Agreement constitutes a "contractual right to liquidate" the Transactions within the meaning of the United States Bankruptcy Code; and (iv) this Master Agreement constitutes a "master netting agreement" within the meaning of the Bankruptcy Code.

3.4. Limitation on Representations & Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 4 BILLING AND PAYMENT

4.1. Billing and Payment Terms.

All invoices for payment in respect of a Transaction will be due and payable in accordance with each party's invoice instructions within five (5) Business Days after the later of (i) receipt of the invoice or, (ii) Delivery of RECs as specified in the Confirmation (the "**Payment Due Date**"). Buyer shall pay Seller the Contract Price for the Delivered Quantity; *provided, however*, if the Confirmation requires pre-payment by Buyer, Seller shall send a written invoice and the Payment Due Date shall be two (2) Business Days prior to the Delivery Date.

4.2. Late Payments.

Without limiting any other rights provided for herein, any amount under this Master Agreement that is not paid by the Payment Due Date will accrue interest at the Interest Rate, calculated from and including the Payment Due Date to but excluding the date paid.

4.3. Disputes.

To the extent a Party, in good faith, disputes any part of an invoice, such Party shall pay the undisputed amount invoiced by the Payment Due Date. If any amount withheld under dispute is finally determined to have been due, such withheld amount shall be forwarded to the Party to whom such amount is owed within two (2) Business Days of such determination. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 4.3 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made.

4.4. Payment Netting of Transactions.

The Parties will discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to all Transactions through netting, in which case all amounts owed by each Party to the other Party will be netted so that only the excess amount remaining due will be paid by the Party who owes it.

4.5. Taxes.

Seller will pay, or cause to be paid, all taxes imposed by any government authority on or with respect to the RECs or a Transaction under this Master Agreement arising prior to Acceptance. Buyer will pay, or cause to be paid, all taxes on or with respect to the RECs or a Transaction under this Master Agreement at and from Acceptance. In the event Seller is required by law or regulation to remit or pay taxes which are Buyer's responsibility hereunder, Buyer will promptly reimburse Seller for such taxes. If Buyer is required by law or regulation to remit or pay taxes which are Seller's responsibility hereunder, Buyer may deduct the amount of any such taxes from the sums due to Seller under this Agreement. Nothing will obligate or cause a party to pay or be liable to pay any Taxes for which it is exempt under the law. As used herein "taxes" means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein, other than taxes based on net income or net worth. A tax is not a penalty or a fine.

4.6. Invoice and Payment Instructions.

Payment shall be made by electronic funds transfer or by other mutually agreed upon method, in immediately available funds, to the bank account name and account number as specified below, or as otherwise notified in writing to the Party making payment by the Party to whom payment is to be made.

If to Sol Systems:

Invoices to Sol Systems will be sent by email to: invoices@solsystems.com

Payment Instructions will be provided under separate cover.

If to Counterparty:

Invoices to [Counterparty] will be sent by email to: []

Payment Instructions will be provided under separate cover.

**ARTICLE 5
NOTICES**

All notices, requests, demands, offers, and other communications required or permitted to be made under this Master Agreement will be in writing and shall be delivered: (a) in person, (b) by a nationally recognized delivery service, (c) by United States Mail, or (d) by electronic mail. Either Party may change its address or contact person(s) for notices by giving notice of such change consistent with this Article.

If to Sol Systems:

Sol Systems, LLC
1101 Connecticut Ave., NW
Second Floor
Washington, DC 20036

Attn: Jason Cimpl
Phone: (202) 588-6454

Email: Jason.cimpl@solsystems.com

If to Counterparty:

[Counterparty Name]

[Street Address]
[City], [State] [Zip]

Attn: [Contact]

Phone:

Email:

With a copy, also to:

Email: trading-contracts@solsystems.com

With a copy of Notices of Event of Default to:

Legal Department
Phone: 202-349-2085
Email: general.counsel@solsystems.com

**ARTICLE 6
GOVERNING LAW, WAIVER OF RIGHT TO JURY TRIAL & ATTORNEYS' FEES**

6.1. Governing Law.

This Master Agreement is governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles that would apply the laws of another jurisdiction. The

Parties hereby consent to the jurisdiction of the administrative and judicial tribunals of the District of Columbia, as applicable.

6.2. Waiver of Right to Jury Trial.

AS A MATERIAL INDUCEMENT TO EACH PARTY TO ENTER THIS AGREEMENT, THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR ABOUT THIS MASTER AGREEMENT, AS WELL AS ANY RIGHT TO CONSOLIDATE ANY ACTION ABOUT ANY MATTER ARISING HEREUNDER WITH ANY OTHER MATTER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

**ARTICLE 7
REMEDIES FOR FAILURE TO DELIVER/RECEIVE & ACCEPT**

7.1 Seller's Failure.

If with respect to a Transaction, Seller fails to Deliver, all or part of the Contract Quantity of RECs to the Buyer by the Delivery Date, and fails to Deliver any such shortfall of RECs within ten (10) Business Days after the Delivery Date, and such failure is not excused under the terms of the Confirmation or this Master Agreement, then Seller shall pay Buyer within five (5) Business Days after invoice receipt, the sum of (i) the positive difference, if any, obtained by subtracting the Contract Price from the Undelivered Quantity Market Price multiplied by the Undelivered Quantity, plus (ii) if and as applicable, any commercially reasonable broker costs actually incurred by Buyer for entering into any replacement transaction to purchase the Undelivered Quantity. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

7.2 Buyer's Failure.

If with respect to a Transaction, Buyer fails to Accept, all or part of the Delivered Quantity of RECs by the Acceptance Deadline, and such failure is not excused under the terms of the Confirmation or this Master Agreement, then Buyer shall pay Seller within five (5) Business Days after invoice receipt, the sum of (i) the positive difference, if any, obtained by subtracting the Unaccepted Quantity Market Price from the Contract Price multiplied by the Unaccepted Quantity, plus (ii) if and as applicable, any commercially reasonable broker costs actually incurred by Seller for entering into any replacement transaction to sell the Unaccepted Quantity. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

**ARTICLE 8
EVENTS OF DEFAULT**

An “**Event of Default**” means, with respect to a Party (the “**Defaulting Party**”), the occurrence of any of the following: (i) failure by such Party to make, when due, any payment required under this Master Agreement, if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party; (ii) any representation or warranty made by such Party that is incorrect or misleading in any material respect when made or when deemed made or repeated; (iii) the failure by such Party to perform any material covenant or obligation set forth in this Master Agreement (except for such Party's obligation to Deliver or Accept the RECs, the exclusive remedy for which is provided in Sections 7.1 and 7.2) if such failure is not remedied within thirty (30) Business Days after written notice is given by the other Party; (iv) an act of insolvency occurs with respect to a Party ; (v) a Party repudiates, disaffirms, disclaims or rejects, in whole or in part, or challenges the validity of this Master Agreement, any Confirmation executed and delivered by that Party or any Transaction evidenced by such a Confirmation.

ARTICLE 9 REMEDIES UPON DEFAULT

9.1. Remedies.

Upon the occurrence of and continuation of an Event of Default with respect to a Party (the “**Defaulting Party**”), the other Party (the “**Non-Defaulting Party**”) shall have the right upon written notice to the Defaulting Party, to exercise any or all of the following remedies: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“**Early Termination Date**”) to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each, a “**Terminated Transaction**”) between the Parties hereunder, and (ii) to withhold any payments and/or suspend performance due to the Defaulting Party under this Master Agreement, provided, however, in no event shall any such withholding or suspension continue for longer than ten (10) Business Days unless an Early Termination Date has been designated pursuant to this Section 9.1.

9.2 Settlement Amount.

If the Non-Defaulting Party designates an Early Termination Date, then the Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each Terminated Transaction as of the Early Termination Date.

9.3 Termination Payment.

If the Non-Defaulting Party designates an Early Termination Date, then the Non-Defaulting Party shall calculate, in a commercially reasonable manner, a single liquidated amount (the “**Termination Payment**”) payable by one Party to the other Party in respect of this Agreement equal to the difference of (1) the sum of : (a) the aggregate of all Settlement Amounts, plus (b) any or all other amounts due to the Non-Defaulting Party under this Agreement, minus (2) the sum of (a) any other amounts due to the Defaulting party under this Agreement. If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party, in each case in accordance with Section 9.4.

9.4 Notice of Payment of Termination Payment.

As soon as practicable after a liquidation, written notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Termination Payment amount and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be paid by the Party that owes it within two (2) Business Days after the notice is received.

9.5 Closeout Setoffs.

After calculation of a Termination Payment in accordance with Section 9.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party is entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party to the Non-Defaulting Party and under any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party. The remedy in this Section 9.5 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is otherwise entitled.

9.6 Limitation of Remedies, Liability and Damages.

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURE OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. WITHOUT PREJUDICE TO THE CALCULATION OF ANY SETTLEMENT AMOUNT OR TERMINATION PAYMENT AMOUNT HEREUNDER, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, PENAL, EXEMPLARY OR INDIRECT DAMAGES, LOSS OF CLIENTS, DAMAGES PURSUANT TO THIRD PARTY CONTRACTS, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 10 CONFIDENTIALITY

10.1. Confidentiality Generally.

“**Confidential Information**” means all oral and written information exchanged between the Parties with respect to the Master Agreement. The following information does not constitute Confidential Information for purposes of this Master Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Master Agreement, (b) information that was already known by either Party on a non-confidential basis prior to this Master Agreement, (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not reasonably known to be subject to any prohibition against disclosing the information to such Party, and (d) information that is developed by receiving Party or its Affiliates independently and without access to the Confidential Information of disclosing Party. Except as provided in Section 11.1 and 11.2, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its Affiliates and to its and the foregoing persons' respective attorneys, accountants, representatives, agents and employees who have a need-to-know such Confidential Information related to this Master Agreement and agree to keep such information confidential.

10.2 Authorization to Disclose.

The Parties are expressly authorized to disclose the existence of this Master Agreement and certain Transaction details to affect Delivery of such RECs or otherwise comply with any relevant Applicable Standard while using commercially reasonable efforts to preserve the confidentiality of any other information unnecessary for such requirements, notwithstanding any agreement between the Parties regarding the protection of Confidential Information. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having competent jurisdiction over a Party, that Party may release Confidential Information, or a portion

thereof, to the court, governmental agency or authority, as required by the applicable law, statute, ordinance, decision, order or regulation. Before such disclosure such Party shall promptly notify the other Party of the required disclosure, if legally permissible or practicable, such that the other Party may attempt (if such other Party so chooses and at such other's Party's expense) to cause that court, governmental agency or authority to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain. Notwithstanding the foregoing, if a Party is required to make a disclosure pursuant to this Section 11.2, then it will, if possible, request that such disclosure be accorded confidential treatment.

10.3 Injunctive Relief; Survival.

Each of the Parties acknowledges and agrees that the other Party would be irreparably harmed if any Confidential Information of the Disclosing Party were to be disclosed to third persons in breach of the terms hereunder, and further agrees that the disclosing Party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms of this Article 11, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security. The Parties' obligations under this Article 11 shall survive for a period of two (2) years following the expiration or termination of this Agreement.

ARTICLE 11 REGULATORY CHANGE

After the Effective Date and during the Term of a Transaction entered into pursuant to this Master Agreement, if any statute, rule, regulation, permit or authorization is enacted, amended, granted or revoked (including a final order of a court or governmental or regulatory body having jurisdiction over RECs) which has the effect with respect to such Transaction (an "**Affected Transaction**") of: (i) making Seller's Delivery of RECs to Buyer under such Transaction illegal or unenforceable or (ii) repealing the Applicable Standard in its entirety (each a "**Regulatory Change**"). If a Regulatory Change occurs, then upon written notice to the other Party, either Party may designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date with respect to all Affected Transactions (a "**Regulatory Change Early Termination Date**"). As of the Regulatory Change Early Termination Date, the obligations of a Party under Affected Transactions affected by such Regulatory Change, and of the other Party corresponding to such affected obligations, will be terminated, and the Parties will not be liable to each other for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such Regulatory Change. Notwithstanding the foregoing, if the Applicable Standard in a Confirmation references more than one RPS and at least one (1) of the RPS has not been negatively impacted as described in (i) or (ii) of this Article, then a Regulatory Change has not occurred.

ARTICLE 12 STANDARD PROVISIONS

12.1. Force Majeure.

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, then upon such Party's giving written notice containing reasonable details of such Force Majeure as soon as reasonably possible after the occurrence of such Force Majeure, the obligations of the Claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of such Force Majeure, but for no longer period, and the Claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such Force Majeure. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused in accordance with this Section 13.1.

12.2. Assignment.

Neither Party shall assign this Master Agreement or its rights hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld; *provided, however*, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer or assign this Master Agreement to any person or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party.

12.3. Counterparts.

This Master Agreement may be executed by a DocuSign electronic signature, PDF or facsimile and in one or more counterparts, all of which taken together will constitute one and the same original instrument.

12.4. Entire Master Agreement.

This Master Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all previous communications, representations, or contracts, either written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither Party has relied upon any representation, express or implied, not contained in this Master Agreement.

12.5. Exhibits.

The exhibits attached hereto are incorporated into this Master Agreement by reference.

12.6. No Third-Party Beneficiaries.

There are no intended third-party beneficiaries hereof, and this Master Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Master Agreement or of any duty, obligation, or undertaking established herein.

12.7. Severability.

Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the Parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

12.8. Survival Rights.

This Master Agreement will continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Master Agreement.

12.9. Waiver, Amendment.

None of the terms or conditions of this Master Agreement may be amended or waived except in writing and signed by the Parties. The Parties agree that no waiver, amendment, or modification of this Master Agreement will be established by conduct, custom, or course of dealing. The failure of a Party to require performance of any provision of this Master Agreement will not limit such Party's right to seek such performance later. Similarly, a Party's waiver of its rights with respect to any Event of Default or any other matter arising about this Master Agreement will not be considered a waiver with respect to any subsequent Event of Default or matter.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been signed by each of the Parties on the date first above written.

Sol Systems LLC

[Counterparty]:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

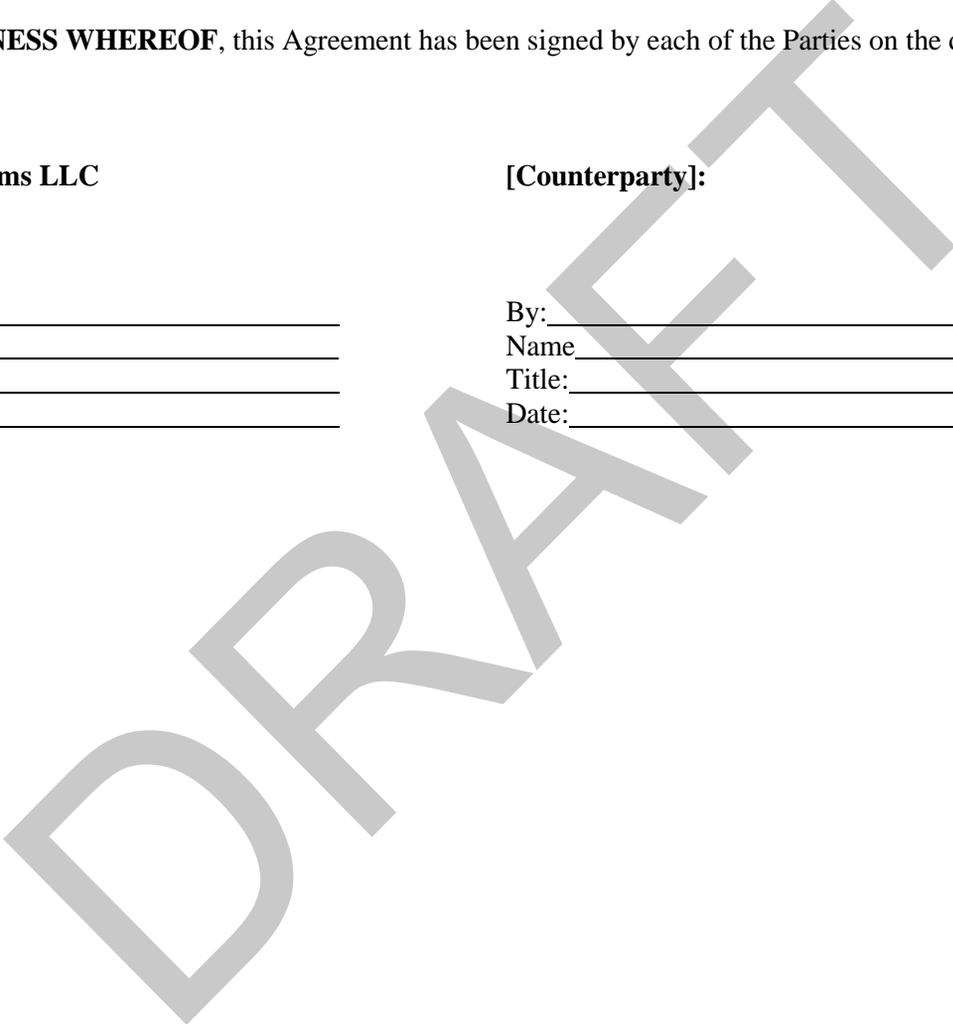


EXHIBIT A
CONFIRMATION

This Renewable Energy Certificates Confirmation (“Confirmation”) confirms the terms and conditions of the RECs Transaction entered between Sol Systems LLC and _____ effective on the Trade Date (the “Transaction”). This Confirmation shall supplement, form a part of and be subject to the terms and conditions of the Master Renewable Energy Certificate Purchase and Sale Agreement between Sol Systems LLC and _____ dated _____, as amended from time to time (collectively, the “Master Agreement”). Any capitalized terms that are not defined herein shall have the meanings ascribed thereto in the Master Agreement.

The terms of the Transaction to which this Confirmation relates are as follows:

Trade Date:	
Transaction Reference:	
Seller:	
Buyer:	
Applicable Standard:	
Certified Renewable Energy Facility:	
Vintage:	
Start of Generation Period:	
End of Generation Period:	
Contract Quantity (MWh)/ Delivery Obligation:	
Contract Price (\$/MWh):	
Total Contract Price:	
Delivery Date:	
Payment required before Delivery [Yes] [No]:	
Applicable Tracking System:	
Applicable Tracking System Account Name:	
Special Provisions, <i>if any</i> :	

Sol Systems LLC	[Counterparty]
Signature	Signature
Name	Name
Title	Title
Date	Date

RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER AGREEMENT (“MASTER AGREEMENT”)

I. Parties. This Purchase and Sale Master Agreement (“Agreement” or “Master Agreement”) is made by and between SRECTrade, Inc., a Delaware corporation, and San Diego Metropolitan Transit System, each a “Party” and collectively the “Parties”.

Buyer:	San Diego Metropolitan Transit System Contact Name: Mike Thompson Contact Telephone no.: (619) 557-4557 Contact E-mail Address: mike.thompson@sdmts.com	NOTICE INFORMATION: San Diego Metropolitan Transit System 1255 Imperial Avenue Suite 1000 San Diego, CA 92101
Seller:	SRECTrade, Inc. Contact Name: Steven Eisenberg Contact Telephone no.: 415-702-0863 Contact E-mail Address: steven.eisenberg@srectrade.com	NOTICE INFORMATION: SRECTrade, Inc. 201 California Street, Suite 630 San Francisco, CA 94111

1

II. Contract Product and Price This information shall be defined in each applicable Transaction Confirmation, pursuant to **Section III.**

Contract Product:	California Sited Solar and/or Wind Renewable Energy Credits (“CA RECs”) of the vintage(s) specified below (“Product”).
Applicable Standard or Requirements and Applicable Tracking System:	California Applicable Requirements as defined in Section IV. Additionally, all California Sited Solar or Wind Renewable Energy Credits are deliverable in the Western Renewable Energy Generation Information System (WREGIS) Tracking Registry, the Applicable Tracking System for this Transaction.
Vintage:	[Month] [Year] generation month or later
Quantity:	[XX] CA RECs pursuant to the schedule below
Purchase Price:	[XX] CA RECs @ \$[00.00]/REC [XX] CA RECs @ \$[00.00]/REC
	Total Contract Value: \$[00.00]

III. Terms of Delivery and Payment

Confirmation:	Seller shall confirm all transactions (each, a “Transaction”) by forwarding to Buyer by electronic mail, within <u>three (3)</u> business days after the Transaction is entered into, a confirmation (each, an “Appendix A Confirmation” or “Confirmation”), substantively in the form of <u>Appendix A</u> hereof, and Buyer shall, within <u>two (2)</u> business days of receipt of a Confirmation, confirm that the terms of the Transaction are acceptable by returning a duly executed copy of the Confirmation to Seller. The terms and definitions of each Transaction and Confirmation will be governed by this Master Agreement.
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**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

Delivery:	Seller shall initiate Delivery of the readily available REC inventory to Buyer via the Applicable Tracking System on or before [MM/DD/YYYY]. The Parties shall cooperate fully to comply with any and all regulatory obligations relating to the administrative completion of delivery under the Applicable Standard or Requirements.
Payment:	(A) Seller shall invoice Buyer for payment no later than <u>three (3)</u> business days after Delivery of the SRECs (each, an “Invoice”). The Invoice shall (i) reference this Agreement; (ii) specify the Quantity, Vintage, and Purchase Price of RECs covered by the Invoice; (iii) specify the total number of RECs Seller has delivered to Buyer pursuant to the Agreement as of the date of the Invoice; and (iv) include complete payment instructions. (B) Buyer shall initiate payment due to Seller within <u>five (5)</u> business days from receipt of Invoice of RECs to Buyer.

IV. Definitions. Capitalized terms used in this Agreement and not otherwise defined will have the meanings set forth below or, with respect to any Transaction, in any related Confirmation.

“Account” means the Party’s electronic account with the Applicable Tracking System.

“Alternative Compliance Payment” means a payment of a certain dollar amount per megawatt hour as described in the Applicable Standard.”

“Applicable Tracking System” means, with respect to a Transaction, the Renewable Energy Certificate tracking system specified as the Applicable Tracking System in the Confirmation for such Transaction by reference to a tracking system listed here, or such other tracking system as the Parties may specify as the Applicable Tracking System in such Confirmation.

“WREGIS” means the Western Renewable Energy Generation Information System (WREGIS), an independent, renewable energy registry, and tracking system for the Western United States Interconnection with its administrative operations housed at the Western Electric Coordinating Council.

“Applicable Standard or Requirements” means, with respect to a Transaction, the Renewable or Alternative Portfolio Standard or Applicable Requirements specified as the Applicable Standard or Requirements in the Confirmation for such Transaction by reference to a Renewable Portfolio Standard or Applicable Requirements listed here, or such other Renewable Portfolio Standard(s) as the Parties may specify as the Applicable Standard or Requirements in such Confirmation.

“California Applicable Requirements” means renewable energy certificates generated by solar photovoltaic and/or wind assets sited within the geographic boundaries of the state of California that meet the requirements of the California Low Carbon Fuel Standard as outlined in the document provided by the California Air Resources Board entitled *LCFS Guidance Revised: April 2019 - Low Carbon Fuel Standard (LCFS) Guidance 19-01 - Book-and-Claim Accounting for Low-CI Electricity*. The renewable energy certificates will be deliverable in the WREGIS Tracking Registry. (1) https://www.arb.ca.gov/fuels/lcfs/guidance/lcfsguidance_19-01.pdf

“Buyer’s Cost to Cover” means the positive difference, if any, between (a) reasonable costs actually incurred by Buyer to purchase RECs necessary to replace the quantity of RECs Seller failed to deliver for an applicable period pursuant to this Agreement (the “Seller’s Default Volume”), including any additional reasonable transaction costs directly associated with such purchase, state in \$/REC, minus (b) the Purchase price, stated in \$/REC, multiplied by the Seller’s Default Volume; provided that if the difference between

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

clause (a) minus clause (b) is zero or negative, then Buyer’s Cost to Cover shall be zero dollars (\$0). Notwithstanding the foregoing, if the Buyer, after exercising commercially reasonable efforts, is unable to purchase RECs necessary to replace the Seller’s Default Volume, Buyer’s reasonable costs under clause (a) shall be deemed to be equal to the Alternative Compliance Payment.

“Deliver” or “Delivery” means when Seller has successfully initiated and completed the Transfer of the Product RECs on the specified Applicable Tracking System to Buyer’s Account, on or prior to the applicable delivery date as specified herein and as confirmed in the Confirmation for the relevant Transaction. As soon as reasonably practicable thereafter, Buyer shall accept the Transfer of the Product RECs into Buyer’s Account (“Acceptance”). The Parties agree to promptly take all such other actions as may be necessary to record and effectuate the Transfer of the Product RECs hereunder, from Seller to Buyer through the Applicable Tracking System. Each Party shall bear all costs of its registration on each Applicable Tracking System and for such transfer and receipt of the Product RECs to or from its Account.

“Delivery Date” has a meaning defined by the Transaction Confirmation.

“Environmental Attributes” means all aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by a Solar or Wind Generation Facility, other than the energy produced, embodied in the REC pursuant to, and in compliance with, the Applicable Standard, and includes all the environmental, power source, and emission characteristics, credits, allowances, reductions, offsets, and benefits associated with the generation of electricity from a Solar or Wind Generation Facility and its displacement of generation from non-renewable energy resources, and any avoided emissions of carbon dioxide, methane, and other greenhouse gases, but do not include, unless specifically required for compliance with the Applicable Standard (i) any avoided emissions of nitrogen oxides (NOx) during enforcement seasons for states participating in the Environmental Protection Agency’s NOx Budget Trading Program, (ii) production tax credits and investment tax credits associated with the Solar or Wind Generation Facility, (iii) any liabilities, including adverse wildlife or environmental impacts or, (iv) unless the Parties have expressly agreed otherwise, tradable emission allowances or other entitlements to produce emissions issued by a governmental authority and allocated to the Solar or Wind Generation Facility on a basis other than actual generation of avoided emissions associated with the generation of electricity by the Solar or Wind Generation Facility.

“Reporting Rights” means the right to report and register the exclusive ownership of the Environmental Attributes in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer’s discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

“Seller’s Cost to Cover” means the positive difference, if any, between (a) the quantity of RECs not purchased and paid for by Buyer as required pursuant to the Agreement (the “Buyer’s Default Volume”) multiplied by the applicable Purchase Price minus (b) the net proceeds realized by Seller (i) by the sale, if any, to a third person of RECs not purchased by Buyer as required under this Agreement, less (ii) any additional reasonable transaction costs directly associated with such sale, if any; provided that if the difference between clause (a) minus clause (b) is zero or negative, then Seller’s Cost to Cover shall be zero dollars (\$0). Notwithstanding anything to the contrary in this Agreement, Seller shall use commercially reasonable efforts to sell the Buyer’s Default Volume to a third person at a commercially reasonable price.

“Generation Facility” means a solar photovoltaic or wind energy system qualified as a “Qualified Resource” in accordance with the Applicable Standard or Requirements.

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

“Transaction” has the meaning specified in the recitals hereto.

“Transfer” means, with respect to a REC Transaction, the transfer to Buyer of all right, title and interest in and to the applicable RECs (including, without limitation, legal and beneficial title to the Product RECs, together with the transfer and receipt of the Product RECs or into Buyer’s Account on the Applicable Tracking System.

“Vintage” means the calendar year, twelve-month compliance reporting period or other calendar period specified by the Applicable Standard, as applicable, in which a Product is created.

V. General Terms and Conditions

1. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:
 - a. The product meets the Applicable Standard or Requirements and specifications set forth in this Agreement and represents the Environmental Attributes and Reporting Rights associated with the generation of one (1) megawatt hour (MWh) of energy from one or more Solar or Wind Generation Facilities;
 - b. Seller has good and marketable title to the Product;
 - c. All right, title and interest in and to the Product is free and clear of any liens, taxes, claims, security interests, or other encumbrances;
 - d. Neither Seller nor any other party has made any claims that the energy associated with the Product is renewable energy and Seller has not sold the RECs to any other person or entity; and
 - e. The RECs sold hereunder will vest in Buyer and Buyer will:
 - i. Have the exclusive rights to make all claims as to the Environmental Attributes associated with energy associated with such RECs;
 - ii. Have the right to report and register, as applicable, the exclusive ownership of the Environmental Attributes with any registry, system, agency, authority, or other party; and
 - iii. Have full and rightful title to resell or otherwise transfer the RECs to any other party.
2. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:
 - a. Buyer has entered into this Agreement in connection with the conduct of its business and has the ability to accept Delivery of and pay for the RECs;
 - b. There are no bankruptcy proceedings pending or being contemplated by Buyer or, to its knowledge, threatened against Buyer;
 - c. All governmental and other authorizations, approvals, consents, notices, and filings that are required to have been obtained or submitted by Buyer with respect to entering into and performing this Agreement have been obtained or submitted and are in full force and effect, and all conditions thereof have been complied with; and
 - d. There is no pending or, to Buyer’s knowledge, threatened litigation, arbitration, or administrative proceeding that could materially adversely affect its ability to perform Buyer’s obligations under the Agreement or other document relating to this Agreement to which it is a party.
3. Mutual Representations. On and as of the Effective Date and each delivery date, each Party represents and warrants to the other Party that:

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

- a. It is duly organized, validly existing and in good standing under the laws of jurisdiction of its formation;
 - b. The execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order or the like applicable to it; and
 - c. This Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses, bankruptcy principles, or the like.
4. Special Events of Default and Remedies.
- a. Seller’s Failure to Deliver Required Product. If Seller fails to deliver the Product within thirty (30) days of the delivery deadlines set forth above for reasons other than breach of Buyer’s obligations hereunder, such failure will be considered an event of default, and Seller shall pay to Buyer an amount equal to the Buyer’s Cost to Cover for such RECs and all remaining RECs to be delivered pursuant to this Agreement immediately. Where the Agreement defines multiple delivery dates, Seller’s second failure to make delivery to Buyer within the deadlines set forth above will be an immediate event of default, and Buyer shall have the right to secure Buyer’s Cost to Cover from Seller for any and all remaining RECs to be delivered pursuant to the Agreement immediately.
 - b. Buyer’s Failure to Make Payment. If Buyer fails to accept and make payment to Seller for Product which Seller delivers to Buyer’s Applicable Tracking System Account within thirty (30) days of the payment deadline set forth in the Payment provisions above, such failure will be considered an event of default, and Buyer shall pay to Seller an amount equal to Seller’s Cost to Cover for such RECs and all remaining RECs to be delivered pursuant to this Agreement immediately. Where the Agreement defines multiple delivery dates, Buyer’s second failure to make payment to Seller within the payment deadlines set forth above will be an immediate event of default, and Seller shall have the right to secure Seller’s Cost to Cover from Buyer for any and all remaining RECs to be delivered pursuant to the Agreement immediately.
5. Events of Default and Remedies. The following will be deemed to be events of default under the Agreement (each such event, an “Event of Default”) with respect to either Party (the “Defaulting Party”):
- a. The failure of either Party to comply with any or all of its other respective obligations (other than Seller’s failure to Deliver the Product or the Buyer’s failure to Accept the Product, the sole remedy for which is provided in Sections 4(a) and 4(b), respectively, above) in good faith as herein set forth, and such noncompliance is not cured within ten (10) business days after notice thereof to the Defaulting Party.
 - b. The event that any representation or warranty made by a Party in the Agreement proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, for which a cure is not initiated within ten (10) business days after written notice from the non-defaulting Party (the “Performing Party”) specifying the nature of the breach in reasonable detail.
 - c. In the Event of Default, the Performing Party may:
 - i. Withhold any payments due to the Defaulting Party under the Agreement;
 - ii. Suspend performance;

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

- iii. Designate a day and provide notice to the Defaulting Party, no earlier than the day of such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date to accelerate all amounts owing between the Parties;
 - iv. Pursue such remedies as may available at law or in equity; and
 - v. Without limiting any other rights that may be available to the Performing Party, the Performing Party will have the right, upon prior notice to the Defaulting Party (except in case of a bankruptcy or similar proceeding, in which case no notice is required), exercisable in its sole discretion and at any time, to liquidate all transactions then outstanding between the Parties (however the Performing Party is designated thereunder) by declaring all such transactions terminated (whereupon they shall automatically be terminated), calculating the difference, if any, between the price specified therein and the Buyer’s Cost to Cover or Seller’s Cost to Cover, as applicable, and aggregating or netting such market damages to a single liquidated termination payment (“Termination Payment”) that will be due and payable to or from the Performing Party upon demand therefore.
6. Limitation on Damages. The Defaulting Party’s liability will be limited to direct, actual damages only, and such direct, actual damages will be the sole and exclusive remedy hereunder. In no event will any other liability be incurred by either party for any obligations that arise under this Agreement, including, but not limited to, consequential, incidental, punitive, exemplary, or indirect damages in tort, contract or otherwise.
7. Exclusive Remedy. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A DEFAULT OF A PARTY’S OBLIGATIONS TO SELL OR PURCHASE RECs, AND A PARTY’S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE RECs AT LARGE ARE HEREBY WAIVED.
8. Taxes. Seller shall be responsible for any and all taxes and other impositions levied on Seller that arise from the sale of the RECs to Buyer. Buyer shall be responsible for any and all taxes and other impositions levied on Buyer that arise from the sale of the RECs to Buyer’s customers.
9. Record Retention; Additional Documentation. The Parties shall keep record and documentation related to the Agreement and the relevant transaction (or as necessary cause to be kept by their respective agents) for a period of time as may be needed to afford a clear history of all Deliveries and Payments made hereunder. Unless otherwise agreed, record retention shall be deemed to be ten (10) years. For matters in dispute, the Parties shall keep the records related to such matters until the dispute has been resolved. Upon Buyer’s reasonable request, Seller shall execute any document or agreement reasonably necessary to verify Buyer’s right, title and interest in the RECs purchased pursuant to the Agreement. This Section shall survive the expiration, termination or cancelation of the Agreement.
10. Notices. All notices, demands, and other communications hereunder, with the exception of Confirmation of Delivery, Invoices, or Confirmation of Payment, shall be in writing and delivered in person or by public or private courier service (including United States Postal Service Express Mail) or certified mail with return receipt requested. All such notices shall be addressed to the Parties at the addresses set forth above or at such other addresses as the Parties may from time to time direct in writing. Invoices and Confirmations of Delivery or Payment shall be delivered by the

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

electronic mailing of a portable document format (“PDF”) file containing an executed copy of the notice, where applicable, addressed to the Parties at the e-mail contact set forth above.

11. Assignment. This Assignment shall be binding and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither Party may transfer or assign this Agreement, in whole or in part, without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement to its respective affiliates or subsidiaries without the other Party’s consent; provided, however, that the assigning Party notifies the other Party of the assignment in writing. Any assignment made in violation of this clause will be null and void.
12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties, and there are no other representations, oral or otherwise, regarding the subject of this Agreement that are binding on either Party, except for those Transaction Confirmations related to the transaction detailed herein. The Agreement may be amended only by a written agreement signed by authorized representatives of both Parties.
13. Non-waiver. The failure or delay of either Party to exercise any of its rights hereunder for breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement, unless specifically agreed to in a writing signed by the Parties. If any of the terms and conditions herein are breached and thereafter waived in a writing by a Party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
14. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or otherwise unenforceable, the remainder of the provisions herein shall continue to be valid and enforceable.
15. ARBITRATION.
 - i. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION BETWEEN THE PARTIES, SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION WITH ONE ARBITRATOR IN THE STATE OF CALIFORNIA. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES.
 - ii. THE COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BETWEEN THE PARTIES, EXCEPT THAT EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS’ FEES AND COSTS IN PREPARING AND PRESENTING ITS CASE. THE ARBITRATOR’S AWARD MAY BE CONFIRMED, ENTERED, AND ENFORCED AS A FINAL JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THIS

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

CLAUSE SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES TO MAINTAIN THE STATUS QUO IN AND IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION.

- iii. THE ARBITRATOR’S AWARD SHALL BE ISSUED IN WRITING AND CONFINED TO A STATEMENT OF THE AMOUNT OF DAMAGES (IF ANY) AWARDED TO EITHER OR BOTH PARTIES ON THE CLAIMS AND COUNTERCLAIMS SUBMITTED TO THE ARBITRATOR.

16. CHOICE OF LAWS. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND OF THE UNITED STATES WITHOUT GIVING EFFECT TO THE DOCTRINE OF CONFLICT OF LAWS. ALL CLAIMS ARISING OUT OF THIS AGREEMENT THAT ARE NOT GOVERNED BY SECTION 16 HEREOF SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA IN A COURT OF COMPETENT JURISDICTION.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by the electronic mailing of a PDF file shall be effective as delivery of a manually executed counterpart of this Agreement.

****Remainder of page intentionally left blank. Appendix and Signature page(s) follow(s).****

DRAFT

RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER AGREEMENT (“MASTER AGREEMENT”)

Appendix A Confirmation

This Confirmation (the “Confirmation”) confirms the Transaction between Buyer and Seller regarding the purchase and sale of the Product, as agreed to on the Trade Date, as specified below. This Confirmation constitutes the “Confirmation” as referred to in, and supplements, forms a party of, and is subject to, that certain Solar Renewable Energy Credits Purchase and Sale Master Agreement, dated as of [REDACTED] (as amended, restated, supplemented, or otherwise modified from time to time, the “Master Agreement”), between [COMPANY] (“Buyer”) and SRECTrade, Inc. (“Seller”). Capitalized terms used but not otherwise defined herein have the meanings specified in the Master Agreement. All provisions contained in the Master Agreement govern this Confirmation, except as expressly modified below:

Trade Date	
-------------------	--

Contract Product and Price

Contract Product:	California Sited Solar and/or Wind Renewable Energy Credits (“CA RECs”) of the vintage(s) specified below (“Product”).
Applicable Standard:	California Applicable Requirements as defined in Section IV. Additionally, all California Sited Solar or Wind Renewable Energy Credits are deliverable in the Western Renewable Energy Generation Information System (WREGIS) Tracking Registry, the Applicable Tracking System for this Transaction.
Vintage:	[Month] [Year] generation month or later
Quantity:	[XX] CA RECs
Purchase Price:	\$[00.00] per CA REC \$[00.00] per CA REC Total Notional Value: \$[00.00].
Brokerage Fees:	\$[00.00] per REC Total Brokerage Fees: \$[00.00].

Terms of Delivery and Payment

Confirmation:	Buyer shall, within <u>two (2)</u> business days of receipt of this Confirmation, confirm that the terms of the Transaction are acceptable by returning a duly executed copy of the Confirmation to Seller.
Delivery:	Seller shall initiate Delivery of the readily available REC inventory to Buyer via the Applicable Tracking System on or before [MM/DD/YYYY]. The Parties shall cooperate fully to comply with any and all regulatory obligations relating to the administrative completion of delivery under the Applicable Standard or Requirements.
Payment:	(A) Seller shall invoice Buyer for payment no later than <u>three (3)</u> business days after Delivery of the SRECs (each, an “Invoice”). Each Invoice shall (i) reference this Agreement; (ii) specify the Quantity, Vintage, and Purchase Price of SRECs covered by the Invoice; (iii) specify the total number of SRECs Seller has delivered to Buyer pursuant to the Agreement as of the date of the Invoice; and (iv) include complete payment instructions. (B) Buyer shall initiate payment due to Seller within <u>five (5)</u> business days from receipt of Invoice. (C) Total Brokerage Fees will be added to the Total Notional Value.

IN WITNESS WHEREOF, Buyer and Seller have caused this Confirmation to be duly executed and delivered to be effective as of the Trade Date specified above.

SRECTrade, Inc.

[Company Name]

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE MASTER
AGREEMENT (“MASTER AGREEMENT”)**

MASTER AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, Buyer and Seller have caused this Master Agreement to be duly executed and delivered to be effective as of the Agreement Effective Date.

SRECTrade, Inc.

San Diego Metropolitan Transit System

By: _____
Name: Steven Eisenberg
Title: CEO
Date:

By: _____
Name:
Title:
Date:

DRAFT



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

PROVISION OF HEWLETT PACKARD ENTERPRISE (HPE) NIMBLE HF20 ARRAY EQUIPMENT AND SUPPORT FOR REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS) DISASTER RECOVERY – PURCHASE ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute a Purchase Order to Nth Generation Computing Inc. for the provision of HPE Nimble HF20 Array equipment and support for RTMS disaster recovery in the amount of \$173,335.21.

Budget Impact

The total budget for this project shall not exceed \$173,335.21 (inclusive of CA 7.75% Sales Tax). The project will be funded by the Information Technology (IT) Operating Budget 661010-571250 for ongoing maintenance support and Capital Improvement Program (CIP) 1007108601 – Data Storage Replacement for the one-time purchase of the hardware, initial install and support of initial set-up.

Description	Subtotal
Hardware, Initial Install and Set-up, Shipping & Sales Tax	\$164,435.21
Maintenance Support	\$8,900.00
Grand Total:	\$173,335.21

DISCUSSION:

MTS utilizes HPE Nimble arrays as its main production storage platform. It provides the underlying storage for the entire virtual environment for RTMS. Similar Nimble arrays are in production at the Imperial Avenue Division (IAD), the Operating Control Center (OCC) and the RTMS datacenters. The IAD and OCC Nimble arrays are clustered to provide disaster recovery



for each site. This project will provide a secondary array for disaster recovery of the RTMS storage data similar to IAD and OCC and will keep RTMS production up should anything happen to the existing RTMS array.

On August 26, 2021, MTS issued a Request for Quotation (RFQ) to procure HPE Nimble HF20 Array for RTMS storage array disaster recovery. Two (2) bids were received on the due date of September 13, 2021 from the following bidders.

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

Proposer Name	Overall Total Amount
NTH GENERATION COMPUTING INC.	\$173,335.21
SHI INTERNATIONAL	\$202,369.79

MTS staff has deemed Nth Generation the lowest responsive and responsible bidder. The submitted pricing was determined to be a fair and reasonable price in comparison to the bids received, Manufacturer Bill of Material (BOM) price estimate and other authorized HPE providers online pricing.

Nth Generation National Association of State Procurement Officials (NASPO) Value point Cooperative Purchasing Program Participating Addendum reference number #7-15-70-34-002 was utilized for this pricing. The National Association of State Procurement Officials (NASPO) ValuePoint is a cooperative purchasing program facilitating a competitively public procurement solicitations and agreements through a Lead State. The NASPO Contracts provides a significantly lower rate than the national average, and the storage, servers, equipment and all related peripherals, products and service is one of such items available on the Agreement.

Therefore, staff recommends that the MTS Board authorize the CEO to execute a Purchase Order to Nth Generation Computing Inc. for provision of HPE Nimble HF20 Array equipment and support for RTMS Disaster recovery in the amount of \$173,335.21.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Bid Price

**ATTACHMENT 1
MTS BID PRICING FORM
REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS) NIMBLE STORAGE ARRAY HF20 DISATER RECOVERY (MTS DOC. NO. G2509.0-22)**

BID DUE DATE: 9/13/2021
COOPERATIVE PURCHASING PROGRAM AGREEMENT #: ___NASPO ValuePoint Contract #7-15-70-34-002 _____

TIME: 2:00 P.M., Prevailing Local Time

DEL. LEAD TIME (ARO): ___ 30 days (based upon manufacturer availability)

SDMTS RTMS DR Nimble HF20-42T - Synch Rep
UCID: 5124016134-01

Item#	Product Part Number	Product Description	Lead Time	QTY	Taxable Yes (Y) or No (N)	Unit Price (USD)	Extended List Price (USD)
1	Q8H72A	HPE Nimble Storage HF20 Adaptive Dual Controller 10GBASE-T 2-port Configure-to-order Base Array	30 days (based upon	1	Y	\$ 21,190.00	\$ 21,190.00
2	Q8B69B	HPE Nimble Storage HF20/20C Adaptive Array 42TB (21x2TB) FIO HDD Bundle	30 days (based upon	1	Y	\$ 16,090.00	\$ 16,090.00
3	Q8B88B	HPE Nimble Storage 2x10GbE 2-port FIO Adapter Kit	30 days (based upon	1	Y	\$ 3,190.00	\$ 3,190.00
4	Q8G27B	HPE Tier 1 Storage OS Default FIO Software	30 days (based upon	1	Y	\$ 1.00	\$ 1.00
5	Q8J27A	HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord	30 days (based upon	2	Y	\$ 1.00	\$ 2.00
6	Q8J30A	HPE Nimble Storage HF20 Adaptive Array R2 5.76TB (6x960GB) FIO Cache Bundle	30 days (based upon	1	Y	\$ 17,090.00	\$ 17,090.00
7	R3P91A	HPE Tier 1 Storage Array Standard Tracking	30 days (based upon	1	Y	\$ 1.00	\$ 1.00
8	R4G78A	HPE Nimble Storage 2x32Gb 2-port Fibre Channel FIO Adapter Kit	30 days (based upon	1	Y	\$ 8,013.00	\$ 8,013.00
9	QK734A	HPE Premier Flex LC/LC Multi-mode OM4 2 Fiber 5m Cable	30 days (based upon	4	Y	\$ 100.00	\$ 400.00
10	QK724A	HPE B-series 16Gb SFP+ Short Wave Transceiver	30 days (based upon	4	Y	\$ 290.00	\$ 1,160.00
11	JG081C	HPE FlexNetwork X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable	30 days (based upon	4	Y	\$ 237.00	\$ 948.00
12	JD089B	HPE X120 1G SFP RJ45 T Transceiver	30 days (based upon	4	Y	\$ 226.00	\$ 904.00
13	AF596A	HPE 10.0M Blue CAT6 STP Cable Data	30 days (based upon	4	Y	\$ 49.00	\$ 196.00
14	HA114A1	HPE Installation and Startup Service (must be included as part of the Bill of Materials at no cost)		1			
15	HA114A1 5MR	HPE Tier 1 Storage Array Startup SVC	30 days (based upon	1	N	\$ 4,000.00	\$ 4,000.00
16	HT620A5	HPE NS SY 4H Parts Exchange Support (must be included as part of the Bill of Materials at no cost)		1			
17	HT620A5 ZEE	HPE NS HF20/20C Hybr 42TB HDD Bndl Supp	30 days (based upon	1	N	\$ 4,950.00	\$ 4,950.00
18	HT620A5 Z8K	HPE NS 2x32Gb 2p FC Adptr Supp	30 days (based upon	1	N	\$ 3,990.00	\$ 3,990.00
19	HT620A5 ZE7	HPE NS HF20 5.76TB Cache Supp	30 days (based upon	1	N	\$ 4,990.00	\$ 4,990.00
20	HT620A5 ZEB	HPE NS HF20 Hybrid Base Array Supp	30 days (based upon	1	N	\$ 8,190.00	\$ 8,190.00
21	HT620A5 ZET	HPE NS 2x10GbE 2p Adptr Supp	30 days (based upon	1	N	\$ 1,590.00	\$ 1,590.00
22	H5UP3A1	HPE Network Integr and Depl Pack SVC (must be included as part of the Bill of Materials at no cost)		1			
23	H5UP3A1 003	HPE Network 50 Pack Integr and Depl SVC	30 days (based upon	3	N	\$ 13,208.00	\$ 39,624.00
24	R4G55A	HPE SN3600B 16Gb 24/8 8-port Short Wave SFP+ Fibre Channel Switch	30 days (based upon	2	Y	\$ 4,385.00	\$ 8,770.00
25	R4G55A 05Y	2.4m Jumper (IEC320 C13/C14 M/F CEE 22) (must be included as part of the Bill of Materials at no cost)		2			
26	Q1Z11BAE	HPE SN3600B Power Pack+ Upgrade E-LTU	30 days (based upon	2	N	\$ 3,764.00	\$ 7,528.00
27	JG081C	HPE FlexNetwork X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable	30 days (based upon	4	Y	\$ 237.00	\$ 948.00
28	Q8B88B	HPE Nimble Storage 2x10GbE 2-port FIO Adapter Kit	30 days (based upon	1	Y	\$ 3,190.00	\$ 3,190.00
29	HA113A1	HPE Installation SVC (must be included as part of the Bill of Materials at no cost)		1			
30	HA113A1 5GA	HPE LowEnd SAN/Edge Switch/HAFM Inst SVC		2	N	\$ 559.00	\$ 1,118.00
31	H7J34A5	HPE SY Foundation Care 24x7 SVC (must be included as part of the Bill of Materials at no cost)		1			
32	H7J34A5 ZHF	HPE SN3600B 32Gb FC Switch Support	30 days (based upon	2	N	\$ 888.00	\$ 1,776.00
33	H7J34A5 ZJE	HPE SN3600B PP+ Upgrade LTU Support	30 days (based upon	2	N	\$ 3,562.00	\$ 7,124.00
Subtotal:							\$ 166,973.00

San Diego, California Sales Tax (7.75%) for Taxable line items only:	\$6,362.21
Freight Charges/ Shipping FOB specified destination (No Charge):	\$ 0.00
GRAND TOTAL (Basis of Award):	\$173,335.21

*Please include your Product Technical/Data Sheet with your Bid Form Submission

**Please note that the leadtimes provided are estimates only. Due to supply chain constraints we will not have an accurate leadtime information until the order is processed with MFG. Nth Generation is under no obligation to deliver within a certain timeline.



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

PLANNING SERVICES FOR TROLLEY YARD AND BUILDING C EXPANSION - WORK ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTS Doc. No. WOA1947-AE-70 (in substantially the same format as Attachment A), with HDR Engineering, Inc. (HDR), in the amount of \$249,367.48 to provide planning services for the Trolley Yard and Building C Expansion project.

Budget Impact

The total budget for this contract is \$249,367.48. The project is funded by Capital Improvement Program (CIP) 2006112101 – Trolley Yard and Building C Expansion project.

DISCUSSION:

MTS has identified the need to evaluate the current trolley yard facilities to support ongoing maintenance needs to develop a plan to accommodate future expansion, over time, as needed due to ridership demands or initiatives.

The intent of this planning study is to provide MTS with a needs assessment and feasibility study to consider project opportunities and identify a series of projects to be submitted as part of infrastructure grant applications and potentially the annual CIP process.

- I. General assessment of MTS Trolley Facilities and Infrastructure to develop existing conditions and current operations. This will include the following subtasks:
 - Review functions of Buildings A, B, C, and the MTS owned building at 1501 National Avenue to develop baseline conditions.



- Layout Yard C rail operations and vehicle storage.
 - Review previous assessments of the “Pyramid Building”, produced in 2019 and 2020, and immediately adjacent to the south east end of the existing trolley yard. The building will be herein referred to as “Building D” to aid in developing opportunities for its use.
 - Site Analysis - Utilizing the above background site and building information, the consultant will analyze the sites assets and liabilities, or opportunities and constraints that impact the proposed utilization of the site. The site analysis summarizes the site’s suitability for its intended use. The analysis will be a graphic representation of those issues that help the planning team and MTS to understand the unique characteristics associated with the property and how they can be best used to create a functional, efficient, and sustainable facility.
 - Existing Conditions Assessment Report – the consultant will prepare a summary of data gathering analysis / documentation, site inventory discipline narratives for existing facility assessment including equipment, architecture, structural engineering, and Mechanical, Electrical, and Plumbing (MEP) engineering, with a general overview regarding utilities and civil engineering items; determine applicable codes, guidelines, and relevant design standards.
- II. Consultant shall analyze existing conditions report and develop a space needs assessment and feasibility study, provide alternatives to support MTS’s plan to repurpose, reconfigure, and consolidate its operational, maintenance and management functions within each facility; and opportunities to expand Yard C for additional Light Rail Vehicle (LRV) storage. This will include the following subtasks:
- Develop alternatives for use of Building “D”. This will include building or partial building demolition, retrofit and repurpose of existing building, and alternatives for redeveloping the site with a new building following full or partial demolition. Alternatives must consider the relocation of multiple teams (i.e. Revenue, Stores, Maintenance of Way (MOW) Track, MOW Facilities) within the new facility and accommodate the specific needs of each team. This task shall be completed concurrently with Task 2e.
 - Coordinate and develop alternatives for improvements to Buildings “A” to accommodate staff relocations to Building “D”.
 - Coordinate and develop remaining needs for 1501 National Avenue and Building “B”.
 - Coordinate and develop alternatives to expand Building “C”, based on MTS’s current plans, and include current plans to modify existing maintenance equipment within the facility. This will incorporate previous studies completed to-date for proposed upgrades to the building.
 - Evaluate current yard storage and consider additional rail/track storage needs to accommodate a future Light Rail Trolley (LRT) extension (up to 45 LRV’s).
 - Consultant will review and analyze information from questionnaires and from on-site observations and interviews developed as part of this task. The team will then develop a detailed space needs program for all required functions to be included at the current

facility. These requirements will include industry standards and can be compared to many other similar operations which HDR has evaluated and programmed for other clients. This effort will include development of staffing projections in conjunction with MTS and any input from the operations and service analysis that will impact the facility planning. The Space Needs Program will be graphically tested during the Feasibility Study task and adjusted as required.

- III. The Consultant will implement anticipated operations and service efficiencies realized during the programming phase, provide a graphic concept that can be expanded and implemented as MTS grows and funding becomes available. MTS will embrace sustainable design opportunities to be incorporated into the concept. Specific goals to be accomplished in this session include:
 - Prepare diagrams that include renovation / remodel of existing facilities and diagrams that consider all new facilities
 - Identify potential alternative site configurations to best fit the needs of phased construction for immediate and future needs
- IV. Consultant shall develop in coordination with MTS a phasing and implementation plan to facilitate staggered funding to develop the recommended improvements. This task will provide in greater detail a space needs program, develop phasing diagrams, and prepare an implementation plan for the facilities department that will serve as guides for future planning and budgets. The consultant will work in collaborative meetings with MTS and developing a strategy needed to establish funding to implement the design.
- V. The Consultant will provide the best functional, efficient, and sustainable facility, and through our design process we will work with MTS and stakeholders in a series of meetings to incorporate all review comments identified by MTS. The Final Feasibility Study in conjunction with a Phasing and Implementation Plan that incorporates critical elements of the Space Needs Program, site analysis, and Feasibility Plan.

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

MTS staff reviewed the approved A&E firms and utilizing a rotation award process, selected HDR to perform the requisite services. HDR had previously provided planning and design services for MTS facilities.

HDR's proposed amount of \$249,367.48 is less than MTS's Independent Cost Estimate (ICE) of \$260,332.98 and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order to MTS Doc. No. WOA1947-AE-70 (in substantially the same format as Attachment A), with HDR, in the amount of \$249,367.48 to provide planning services for the Trolley Yard and Building C Expansion project.

/S/ Sharon Cooney _____

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Work Order Draft
B. Negotiated Fee Proposal



Metropolitan Transit System

October 14, 2021

MTS DOC No. G1947.0-17
Work Order WOA1947-AE-70

Mr. Thomas K. Kim
Senior Vice President
HDR Engineering, Inc.
401 B Street, Suite 110
San Diego, CA 92101

Dear Mr. Kim:

Subject: MTS DOC. NO. G1947.1-17, WORK ORDER WOA1947-AE-70; DESIGN SERVICES FOR TROLLEY YARD AND BUILDING C EXPANSION

This letter shall serve as our agreement for professional services, Work Order WOA1947-AE-70, under the General Engineering Consultant Agreement, MTS Doc. No. G1947.0-17, as further described below.

SCOPE OF SERVICES

Provide design services for Trolley Yard and Building C expansion. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

The Scope of Services, as described above, shall remain in effect for a period of ninety (90) days from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$249,367.48 without prior authorization of MTS.



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Thomas K. Kim
HDR Engineering, Inc.

Date: _____

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

DRAFT

ATTACHMENT A SCOPE OF SERVICES

DRAFT

ATTACHMENT A**SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)****TROLLEY YARD AND BUILDING C EXPANSION****I. PROJECT DESCRIPTION**

MTS has identified a need to evaluate the current facilities, in a and adjacent to Yard C, in support of the expanded equipment and material to operate and maintain, while also providing for future expansion and LVR procurement.

II. EXPECTED RESULTS

The intent of this planning study is to provide MTS with a needs assessment and feasibility study to consider project opportunities to support development of grant applications and future expansion and modifications of Yard C and its other facilities adjacent to the yard, as noted on Exhibit A.

III. SCOPE OF WORK

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

Task 1 – Project Management and Coordination

1. Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
2. Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
3. Provide coordination and oversight of subconsultant(s) and integration of plans and specifications into submittal packages.
4. Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

Assumptions:

- None

Task 2 – Existing Conditions Assessment

General assessment of MTS Facilities and Yard C infrastructure to develop existing conditions and current operations. The objective of this task is to evaluate the existing conditions at the facilities and understand operations to determine the magnitude of improvements required. This will include the following subtasks:

1. Review functions of Buildings A, B, C, to develop baseline conditions.
 - a. Site Visits
 - i. Conduct initial site visit with structural engineer and appropriate subconsultants for review of project, confirm existing conditions, and examine existing structures and facilities.

From the various sources available to the HDR team, site and building background information will be gathered to include as-built documents, street mapping, floodplain/floodway mapping, parcel maps with land size and ownership definition, land

use and zoning mapping, infrastructure/utility mapping, aerial photography, general topographic information, environmental issues, climatic issues including prevailing winds and sun angles, available geotechnical studies, and a systematic photographic record of existing conditions.

- ii. Additional site visits may be performed as necessary during contract for site condition verification as the design progresses. During these site visits the attendance of the maintenance facility manager may be requested for consultation.
 - iii. During the site visits the Consultant shall perform field observations, take photographs, measurements, calculations, etc., as necessary of the facility portions involved with the project.
2. Layout Yard C rail operations and vehicle storage.
 3. Review previous assessment of acquired building, herein referred to as “Pyramid Building” to aid in developing opportunities for its use.
 4. Site Analysis - Utilizing the above background site and building information, our team will analyze the sites assets and liabilities, or opportunities and constraints that impact the proposed utilization of the site. The site analysis summarizes the site’s suitability for its intended use. The analysis will be a graphic representation of those issues that help the planning team and MTS to understand the unique characteristics associated with the property and how they can be best used to create a functional, efficient, and sustainable facility.
 5. Existing Conditions Assessment Report - The HDR team will prepare a summary of data gathering analysis / documentation, site inventory discipline narratives for existing facility assessment including equipment, architecture, structural engineering, and MEP engineering, with general overview regarding utilities and civil engineering items; determine applicable codes, guidelines, and relevant design standards.

Deliverables

- Draft and Final Existing Conditions Assessment (Report)

Meetings

- Task Kickoff Meeting (via web conference)
- Site Visit(s)
- One Comment Resolution Meeting (via web conference)

Task 3 – Space Needs Assessment and Feasibility Study

Consultant shall analyze existing conditions report and develop a space needs assessment and feasibility study, provide alternatives to support MTS’s plan to repurpose, reconfigure, and consolidate its operational, maintenance and management functions within each facility; and opportunities to expand Yard C for additional LRV storage. This will include the following subtasks:

1. Space Needs Assessment
 - a. Develop alternatives for use of Building “D.” This will include building or partial building demolition, retrofit and repurpose of existing building, and alternatives for redeveloping the site with a new building following full or partial demolition. Alternatives must consider the relocation of multiple teams (i.e. Revenue, Stores, MOW Track, MOW Facilities) within the new facility and accommodate the specific needs of each team.
 - b. Coordinate and develop alternatives for improvements to Building’s “A” to accommodate staff relocations to Building “D”.
 - c. Coordinate and develop remaining needs for Building “B”.
 - d. Coordinate and develop alternatives to expand Building “C”, based on MTS’s current plans,

and include current plans to modify existing maintenance equipment within the facility. This will incorporate previous studies completed to-date for proposed upgrades to the building.

- e. Evaluate current yard storage and consider additional rail/track storage needs to accommodate a future LRT extension (up to 45 LRV's).
- f. Consultant will review and analyze information from questionnaires and from on-site observations and interviews developed as part of this task. The team will then develop a detailed space needs program for all required functions to be included at the current facility. These requirements will include industry standards and can be compared to many other similar operations which HDR has evaluated and programmed for other clients. This effort will include development of staffing projections in conjunction with MTS and any input from the operations and service analysis that will impact the facility planning. The Space Needs Program will be graphically tested during the Feasibility Study task and adjusted as required.

2. Feasibility Study

The Consultant will implement anticipated operations and service efficiencies realized during the programming phase, provide a graphic concept that can be expanded and implemented as MTS grows and funding becomes available. We will embrace sustainable design opportunities to be incorporated into the concept. Specific goals to be accomplished in this session include:

- a. Prepare diagrams that include renovation / remodel of existing facilities and diagrams that consider all new facilities
- b. Identify potential alternative site configurations to best fit the needs of phased construction for immediate and future needs

Meetings

- Task Kickoff Meeting (via web conference)
- Space Needs Program Validation Workshop / Meeting (via web conference)
- Feasibility Study Graphic Exhibits Workshop / Meeting (via web conference)
- One Comment Resolution Meeting (via web conference)

Task 4 – Phasing and Implementation Plan

Consultant shall develop in coordination with MTS a phasing and implementation plan to facilitate staggered funding to develop the recommended improvements. This task will provide in greater detail a space needs program, develop phasing diagrams, and prepare an implementation plan for the facilities department that will serve as guides for future planning and budgets. The HDR team will work in collaborative meetings with MTS and developing a strategy needed to establish funding to implement the design.

The Consultant will provide the best functional, efficient, and sustainable facility, and through our design process we will work with MTS and stakeholders in a series of meetings to incorporate all review comments identified by MTS. The Final Feasibility Study in conjunction with a Phasing and Implementation Plan that incorporates critical elements of the Space Needs Program, site analysis, and Feasibility Plan.

Meetings

- Phasing and Implementation Plan Workshop / Meeting (via web conference)
- One Comment Resolution Meeting (via web conference)

IV. PERIOD OF PERFORMANCE

Expected period of performance is 90 days from the date of the Notice to Proceed.

V. DELIVERABLES

TASK 1: Project Management

A. Deliverables

1. Monthly Invoices and Progress Reports

TASK 2: Existing Conditions Report

A. Deliverables

1. Draft and Final Existing Conditions Assessment (Report)

TASK 3: Space Needs Assessment and Feasibility Study

A. Deliverables

1. Programming Questionnaires
2. Preliminary and Final Space Needs Program (delivered electronically via PDF):
 - a. Project Overview
 - b. Space Needs Program
 - c. Basis of design mathematical programming analysis / documentation, summary and discipline narratives for facility design, equipment, architecture, structural engineering, MEP engineering, and fueling, with general overview re utilities, civil engineering; determine applicable codes, guidelines, and relevant design standards.
3. Feasibility Study Graphic Exhibits and Alternatives

TASK 4: Phasing and Implementation Plan

A. Deliverables

1. Final Phasing and Implementation Plan Report (delivered electronically via PDF):
 - a. Project Overview
 - b. Final Space Needs Program and basis of design narratives
 - c. Final Feasibility Study Graphic Exhibits and Alternatives
 - d. Phasing and Implementation Plan Exhibits including Narratives and Summary

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
Task 1	NTP + 120 days
Task 2	NTP + 50 days
Task 3	NTP + 90 days
Task 4	NTP+ 120 days

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Existing Conditions Report	NTP + 50 days
Space Needs Assessment	NTP + 70 days
Feasibility Assessment	NTP + 90 days
Phasing/Implementation Plan	NTP+ 120 days

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

Previous studies and input to needs and assessments development.

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. DEFICIENT WORK PRODUCT:

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

- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

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

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS. Contractor shall provide MTS with hard copy or electronic versions of reports and/or other material as

requested by MTS.

XII. PRICING

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

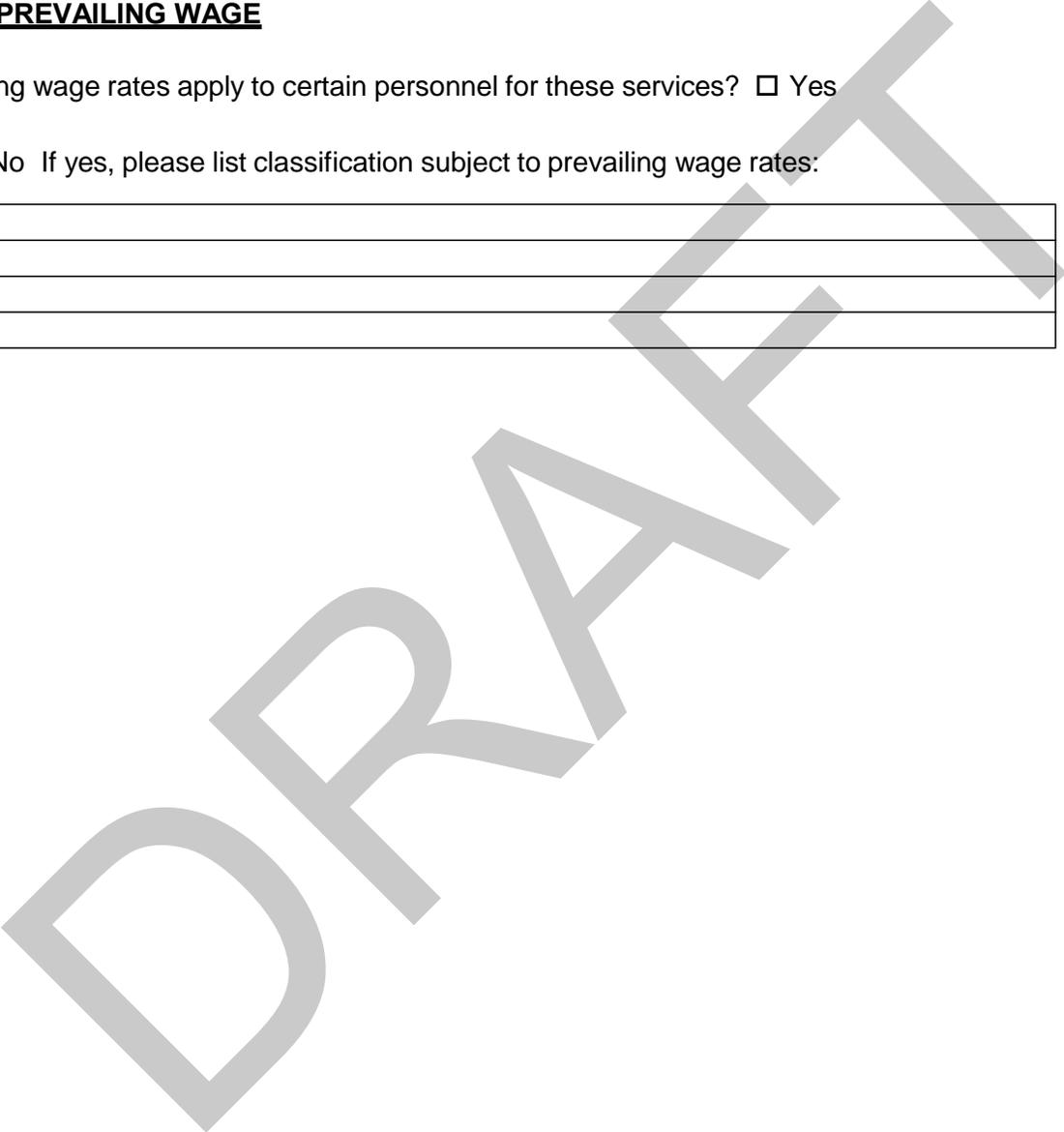
XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

Prevailing wage rates apply to certain personnel for these services? Yes

No If yes, please list classification subject to prevailing wage rates:



**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

DRAFT

Work Order Estimate Summary

Att. A, AI 13, 10/14/2021

MTS Doc. No. **G1947.0-17**

Work Order No. **WOA1947-AE-70**

Attachment: **B**

Work Order Title: **Trolley Yard and Building C Expansion**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$249,367.48
2			

Totals = **\$249,367.48**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Work Order Management	132.0	\$31,743.92
2		Existing Conditions Assessment	352.0	\$64,179.60
3		Space Needs Assessment and Feasibility Study	508.0	\$97,133.40
4		Phasing and Implementation Plan	288.0	\$56,310.56
5				

Totals = **1,280.0** **\$249,367.48**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				HDR Engineering, Inc.	1,280.0	\$249,367.48

Totals = **1,280.0** **\$249,367.48**

Work Order Estimate Summary

Att. A, AI 13, 10/14/2021

Total Hours = 1,280
 Total Costs = \$249,367.48

Consultant/Subconsultant: HDR Engineering, Inc.

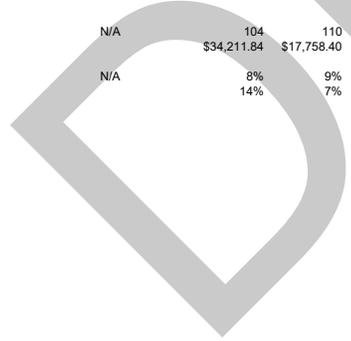
MTS Doc. No.: G1947-0-17

Work Order No.: WOA1947-AE-70

Work Order Title: Trolley Yard and Building C Expansion

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Sr. Project Manager	Project Engineer	Engineer III	Engineer I	Sr. Project Manager/ Railroad	Project Manager II/ Railroad	Designer III	Designer II	Architect II	Planner III	Planner II	Group Director/ Systems	Quality Assurance Manager	Document Control Specialist	Total Hours	Totals	
																				\$
1	Task 1	Work Order Management																		
		Project Management		48														20	68	\$17,936.68
		Progress Report and Invoices																16	16	\$1,717.28
		Project Coordination		8									8	8					24	\$6,669.92
		Quality Control Management		4												20			24	\$5,420.04
		ODCs																		
		Subtotals (Hours) =	N/A	60									8	8		20		36	132	\$31,743.92
		Subtotals (Costs) =		\$19,737.60									\$2,604.64	\$1,433.60		\$4,104.20	\$3,863.88	132	\$31,743.92	
2	Task 2	Existing Conditions Assessment																		
		Task Kickoff Meeting		2	2				2				2	2	2				12	\$3,016.32
		Data Gathering			4	8					8	8		8					36	\$5,779.20
		Site Visits		4	8	8			8		24	24		24					100	\$17,985.52
		Existing Conditions Assessment (Report) Preparation		8	16	24		4	8	32	32	4	48	16			12		204	\$37,398.56
		ODCs																		
		Subtotals (Hours) =	N/A	14	30	40		4	18	64	64	6	82	18			12	352	\$64,179.60	
		Subtotals (Costs) =		\$4,605.44	\$4,843.20	\$5,574.80		\$1,307.64	\$4,967.46	\$9,560.96	\$11,118.08	\$1,953.48	\$14,694.40	\$4,266.18			\$1,287.96	352	\$64,179.60	
3	Task 3	Space Needs Assessment and Feasibility Study																		
		User Questionnaires and Interviews			4							8	4	16					32	\$6,205.04
		Space Needs Program									16	24	2	48					90	\$15,812.28
		Yard Track Configuration		4	24	16	8	8	16						8				84	\$12,228.96
		Space Needs Assessment Report Prep		4				2		2	12	12	4	24		2			62	\$12,398.54
		Feasibility Study		4	16	24	8			4	12	12	8	32					120	\$21,417.92
		Feasibility Study Report Prep		4	4			2		2	12	12	4	24	4	2		12	82	\$15,280.30
		Meetings / Workshops		4	4				4			8	6	8	4				38	\$8,790.36
		ODCs																		
		Subtotals (Hours) =	N/A	20	52	40	16	12	20	8	52	76	28	152	16	4	12	508	\$97,133.40	
		Subtotals (Costs) =		\$6,579.20	\$8,394.88	\$5,574.80	\$1,763.52	\$3,922.92	\$5,519.40	\$2,152.08	\$7,768.28	\$13,202.72	\$9,116.24	\$27,238.40	\$3,792.16	\$820.84	\$1,287.96	508	\$97,133.40	
4	Task 4	Phasing and Implementation Plan																		
		Phasing and Implementation Plans		4	16	24		4	8		16	16	8	24	8				128	\$24,730.44
		Phasing and Implementation Plan (Report) Preparation		2	8			2	8	2	8	24	4	48	4	2	12		124	\$23,263.78
		Meetings / Workshops		4	4				4			8	6	8	2				36	\$8,316.34
		ODCs																		
		Subtotals (Hours) =	N/A	10	28	24		6	20	2	24	48	18	80	14	2	12	288	\$56,310.56	
		Subtotals (Costs) =		\$3,289.60	\$4,520.32	\$3,344.88		\$1,961.46	\$5,519.40	\$538.02	\$3,585.36	\$8,338.56	\$5,860.44	\$14,336.00	\$3,318.14	\$410.42	\$1,287.96	288	\$56,310.56	
Totals (Summary) =																				
		Total (Hours) =	N/A	104	110	104	16	22	58	10	140	188	60	322	48	26	72	1280		
		Total (Costs) =		\$34,211.84	\$17,758.40	\$14,494.48	\$1,763.52	\$7,192.02	\$16,006.26	\$2,690.10	\$20,914.60	\$32,659.36	\$19,534.80	\$57,702.40	\$11,376.48	\$5,335.46	\$7,727.76		\$249,367.48	
		Percentage of Total (Hours) =	N/A	8%	9%	8%	1%	2%	5%	1%	11%	0.146875	0.046875	0.2515625	0.0375	0.0203125	0.05625	100%		
		Percentage of Total (Costs) =		14%	7%	6%	1%	3%	6%	1%	8%	0.13098802	0.0783374	0.231395048	0.04562135	0.021395974	0.030989446		100%	



**Work Order Estimate
Summary**

Att. A, AI 13, 10/14/2021

Consultant/ Subconsultant: **HDR Engineering, Inc.**

Contract No: **G1947.0-17**

Task Order No. **WOA1947-AE-70**

Work Order Title: **Trolley Yard and Building C Expansion**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total								
1	Mileage	Mile	\$0.575										
2	Reproduction	LS	\$10.00										
3													
4	Utility Locating	LS	\$2,000.00										
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 1		Task 2		Task 3		Task 4		Totals			
		Quantity	Total										
1	Mileage												
2	Reproduction												
3													
4	Utility Locating												
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Work Order Estimate Summary

Att. B, AI 13, 10/14/2021

MTS Doc. No.	G1947.0-17
Work Order No.	WOA1947-AE-70
Attachment:	B

Work Order Title: Trolley Yard and Building C Expansion

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
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2			

Totals = \$249,367.48

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Totals = 1,280.0 \$249,367.48

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				HDR Engineering, Inc.	1,280.0	\$249,367.48

Totals = 1,280.0 \$249,367.48



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/21

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

**DARKTRACE CYBERSECURITY SOFTWARE – EXTENDED LICENSING SUBSCRIPTION
AND ANTIGENA EMAIL MODULE SOFTWARE SOLUTION – CONTRACT AMENDMENT**

RECOMMENDATION:

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

- 1) Ratify previous Amendment No.1 to MTS Doc. No. G2386.0-20 (Attachment A) with Darktrace Limited for \$87,700.00;
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2386.0-20 (in substantially the same format as Attachment B) with Darktrace Limited, in the amount of \$169,650.00 for the procurement of additional forty-one (41) months of EIS licensing subscription for the existing 2,500 devices; and
- 3) Authorize the CEO to execute Amendment 3 to MTS Doc. No. G2386.0-20 (in substantially the same format as Attachment C) with Darktrace Limited, for the purchase of Antigena Email Inbox Artificial Intelligence (AI) Software Solution in the amount of \$108,609.00.

Budget Impact

The total budget for this project including the amendments shall not exceed \$851,959.00. This project is funded by the Information Technology (IT) Operations Budget 661010-571250.



DESCRIPTION	Contract Term	AMOUNT
Original Contract Award	May 2020-May 2025	\$486,000.00
Amendment 1: 12-months Darktrace Enterprise Immune System for Additional 2,500 Devices)	Feb 2021-Feb 2022	\$87,700.00
Amendment 2: 41-months- Darktrace Enterprise Immune System (for the existing 2,500 Devices)	Feb 2022-May 2025	\$169,650.00
Amendment 3- Option to Add Antigen Email Inbox Solution	October 2021-May 2025	\$108,609.00
Grand Total:		\$851,959.00

DISCUSSION:

MTS, in common with other government agencies, is an increasingly attractive target for cyber-criminals and terrorists. As more devices are connected to our network, the dangers of data theft, vandalism and real-world damage, e.g. overloading power sub-stations, are constantly increasing.

In May 2020, the Board of Directors authorized the purchase of Darktrace on a trial basis to assess its suitability for our cyber-defensive needs. Darktrace is a state-of-the-art Intrusion Detection and Prevention System (IDPS) designed to deter, detect and intercept unauthorized activity in enterprise networks. The trial has been exceptionally successful, including the detection and interception of an attempt to exploit the “ProxyLogon” Microsoft Exchange vulnerability to compromise the agency last January. Also, during the pandemic, we have witnessed the sophistication of malicious emails, so called “phishing” increase to the point where they now incorporate MTS’s logo in the body of the faux advisories.

Darktrace Enterprise Immune System (EIS)

The subsequent procurement and deployment of Darktrace Enterprise Immune System (EIS) has identified an additional 2,500 devices such as, routers, switches, IoT devices etc. that MTS also needs to monitor in order to properly defend the agency’s infrastructure.

In February 2021, MTS under Amendment 1 procured 12 months, Enterprise Installation Services EIS appliance licensing for the identified 2,500 devices. This allowed MTS staff to distribute Darktrace EIS between Imperial Avenue Division (IAD), Mills and Operations Control Center (OCC) with each hub monitoring devices ‘locally’ reducing inter-site network traffic.

Darktrace has become essential to the fight against security attacks and MTS IT staff is recommending to expand the footprint of the system, extending the licensing on the 2,500 additional devices by 41 months. This gives more insight into normal and malicious network and systems activity, alerting and (controlled) automation of response, logging and support of forensic analysis. The software also provides increased protection of data, including data that is subject to Payment Card Industry (PCI) and Health Insurance Portability and Accountability Act (HIPAA) compliance and enhanced protection from Internet of Things (IoT) terrorist incidents. Transitioning to a three-appliance, distributed system also facilitates load-balancing and the removal of a single point of failure.

The extension of the existing contract provides coverage for an additional 41 months at the same rate as the current contract. MTS staff has determined that the Darktrace pricing is fair and reasonable.

Darktrace Antigena Email Module

In effort to maintain security and keep pace with ever-changing threats, MTS IT Department in the second quarter of 2021 began a trial of Darktrace's Antigena Mail module. This leverages the artificial intelligence (AI) of the network module and applies it to the agency's email infrastructure. It learns the normal behavior of the users, senders and recipients of the agency's email traffic and the relationships between them in order to identify and intercept traffic that deviates from this. It continuously monitors, learns and updates itself providing constant and current protection from emerging threats. Its great strength is that it analyzes deviant emails in a nuanced manner and responds accordingly; if an email is clearly dangerous, it is removed from the delivery stream. However, if it is suspicious rather than clearly dangerous, it is rendered safe by locking links, neutralizing attachments in order to safely deliver it. This combination of continuous AI learning and nuanced analysis offers effective and minimally invasive cyber-defense.

As much as 94% of all cyber-attacks originate from email inboxes. Malicious email received by the agency has recently included impersonations of our CEO and the use of our logo. Additionally, email is the most common method of delivering ransomware. MTS IT staff believe that Darktrace Antigena Email Module will be a valuable addition to MTS Cybersecurity program.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify previous Amendment No.1 to MTS Doc. No. G2386.0-20 (Attachment A) with Darktrace Limited for \$87,700.00;
- 2) Authorize the CEO to execute Amendment No. 2 to MTS Doc. No. G2386.0-20 (in substantially the same format as Attachment B) with Darktrace Limited, in the amount of \$169,650.00 for the procurement of additional forty-one (41) months of EIS licensing subscription for the existing 2,500 devices; and
- 3) Authorize the CEO to execute Amendment 3 to MTS Doc. No. G2386.0-20 (in substantially the same format as Attachment C) with Darktrace Limited, for the purchase of Antigena Email Inbox AI Software Solution in the amount of \$108,609.00.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Amendment 1
B. Amendment 2 Draft
C. Amendment 3 Draft

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

Amendment 1

Effective Date: January 15, 2021

MTS Doc No. G2386.1-20

DARKTRACE CYBERSECURITY SOFTWARE

Darktrace Limited
Rachel Elias-Jones
Financial Director
Maurice Wilkes Building, St. John's Innovation Park,
Cowley Road, Cambridge, CB4 0DS, UK

This shall serve as Amendment No.1 to the original agreement G2386.0-20 as further described below.

SCOPE

This amendment shall provide MTS the additional Darktrace Cybersecurity Software Enterprise Immune System (EIS) licensing for 2,500 IP's or devices (routers, switches, IoT devices etc.), EIS Medium Appliance, Extra Large Appliance for 12 months as specified in Exhibit A.

SCHEDULE

The additional license under this amendment shall commence February 16, 2021

There are no changes on the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$87,700.00. The total value of this contract including this amendment shall be in the amount of \$573,700.00. 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,



Sharon Cooney, Chief Executive Officer

Agreed:

DocuSigned by:



89E55C903C5E458...

Rachel Elias-Jones, Financial Director
Darktrace Limited

Date: 1/22/2021

Enclosure:

Exhibit A: Product Order Form Ref: 45300-202101-08-406431-AK

cc; G.Dexter, R.DeGala, S.Elmer, J.Plaetzer, Procurement File



PRODUCT ORDER FORM



Darktrace Limited,
Maurice Wilkes Building, St John's Innovation Park,
Cowley Road, Cambridge CB4 0DS, UK
Registered No.: GB08562035, VAT No. GB290 0399 03

Customer Name: San Diego Metropolitan Transit System
Shipping Address: 1255 Imperial Avenue, Suite 1000,
San Diego, CA 92101
Invoice Address: 1255 Imperial Avenue, Suite 1000,
San Diego, CA 92101
Attn: Sharon Cooney
Email: karun.kapur@sdmmts.com

Product Order Form Ref: 45300-202101-08-406431-AK
Date Prepared: 2021/01/08
Expiry Date: 2021/01/29

Darktrace Offering:						
Line Item	Product/Services Description	Product Code	QTY	Term (months)	Annual Customer Price (USD)	Extended Customer Price (USD)
1	Enterprise Immune System	DCIP-EIS		12	52,200	52,200
	comprising:					
	<i>Medium Appliance</i>	DCIP-M	1			
	<i>Extra Large Appliance</i>	DCIP-Z	1			
	<i>Device Limit Increase (see Notes 1 and 2 below)</i>	DCIP-ANTI	1			
	Hardware Deployment Cost*					32,500
	Term license commencing on 2021/02/16 ("Commencement Date")					
	Installation Services					
Standard Support Services						
2	Threat Visualizer, Virtual Instructor - Public	DCIP-TV-PT	1	-	-	Included
Total						84,700
Extended Customer Price if Product Order Form is executed after 29th January 2021						158,644

*This represents a one-time fee to be invoiced in advance from the Commencement Date.

Terms and Conditions:	
1	By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Customer Agreement included in the Appliance, which can also be found at: https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). This Product Order Form shall be supplementary to Product Order Form No. 33158-202005-06-390593 (the "Prior Order"), as previously agreed between Customer and Darktrace, the terms of which shall continue to apply, to the extent such terms do not contradict those contained herein, and will (i) add to the Offering a license to use one (1) Medium Appliance (DCIP-M) and one (1) Extra Large Appliance (DCIP-Z) and (ii) increase the aggregate Device Limit set forth in the Prior Order by an additional two thousand five hundred (2,500) Devices.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip). With respect to the license(s) conveyed by this Product Order Form and the Prior Order, the Software is limited to and aggregate of seven thousand (7,000) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given seven (7) day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

For Customer

Signature:

Name:

Title:

Signature Date:

("Effective Date")

For Darktrace

Signature:

Name:

Title:

Signature Date:



Amendment 2

Effective Date: September 20, 2021

MTS Doc No. G2386.2-20

DARKTRACE CYBERSECURITY SOFTWARE

35T35TDarktrace Limited
35T35TRachel Elias-Jones
Financial Director
Maurice Wilkes Building, St. John’s Innovation Park,
Cowley Road, Cambridge, CB4 0DS, UK

This shall serve as Amendment No.2 to the original agreement G2386.0-20 as further described below.

SCOPE

This amendment shall provide an extended Enterprise Immune System (EIS) licensing Subscription for the existing 2,500 devices, Medium Appliance, Extra Large Appliance for 41 months commencing February 16, 2022 as specified in Exhibit A.

SCHEDULE

Due to the extended license subscription under this amendment both parties agreed that the contract term shall be extended; with the new term date of May 19, 2020 through July 16, 2025

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$169,650.00. The total value of this contract including this amendment shall be in the amount of \$743,350.00. 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

35TRachel Elias-Jones, 35TFinancial
Director
35TDarktrace Limited

Date: _____

Enclosure:

Exhibit A: Product Order Form Ref: 57701-202107-19-773858-TC

cc; R.DeGala, S.Elmer, J.Plaetzer, G.Dexter, Procurement File



PRODUCT ORDER FORM



Customer Name: San Diego Metropolitan Transit System
Shipping Address: 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101
Invoice Address: 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101
Attn: Sharon Cooney
Email: Gary.dexter@sdmts.com

Product Order Form: 57701-202107-19-773858-TC
Date Prepared: 2021/07/19
Expiry Date: 2021/09/27

Darktrace Offering:						
Line Item	Product/Services Description	Product Code	QTY	Term (months)	Annual Customer Price USD	Extended Customer Price USD
1	Enterprise Immune System (Additional 2,500 Devices)	DCIP-EIS-ADD		41	49,654	169,650
	comprising:					
	<i>Medium Appliance</i>	DCIP-M	1			
	<i>Extra Large Appliance</i>	DCIP-Z	1			
	<i>Antigena Network Software (Additional 2,500 Devices)</i>	DCIP-ANTI-ADD	1			
	Term license commencing on 2022/02/16 ("Commencement Date")					
	Installation Services					
	Standard Support Services					
2	<i>eLearning Training</i>	DCIP-TV-ELEARN	1			-
	<i>Public Online Training</i>	DCIP-TV-PUB	1			-
Total						169,650
Extended Customer Price if Product Order Form is executed after 27th September 2021						255,957

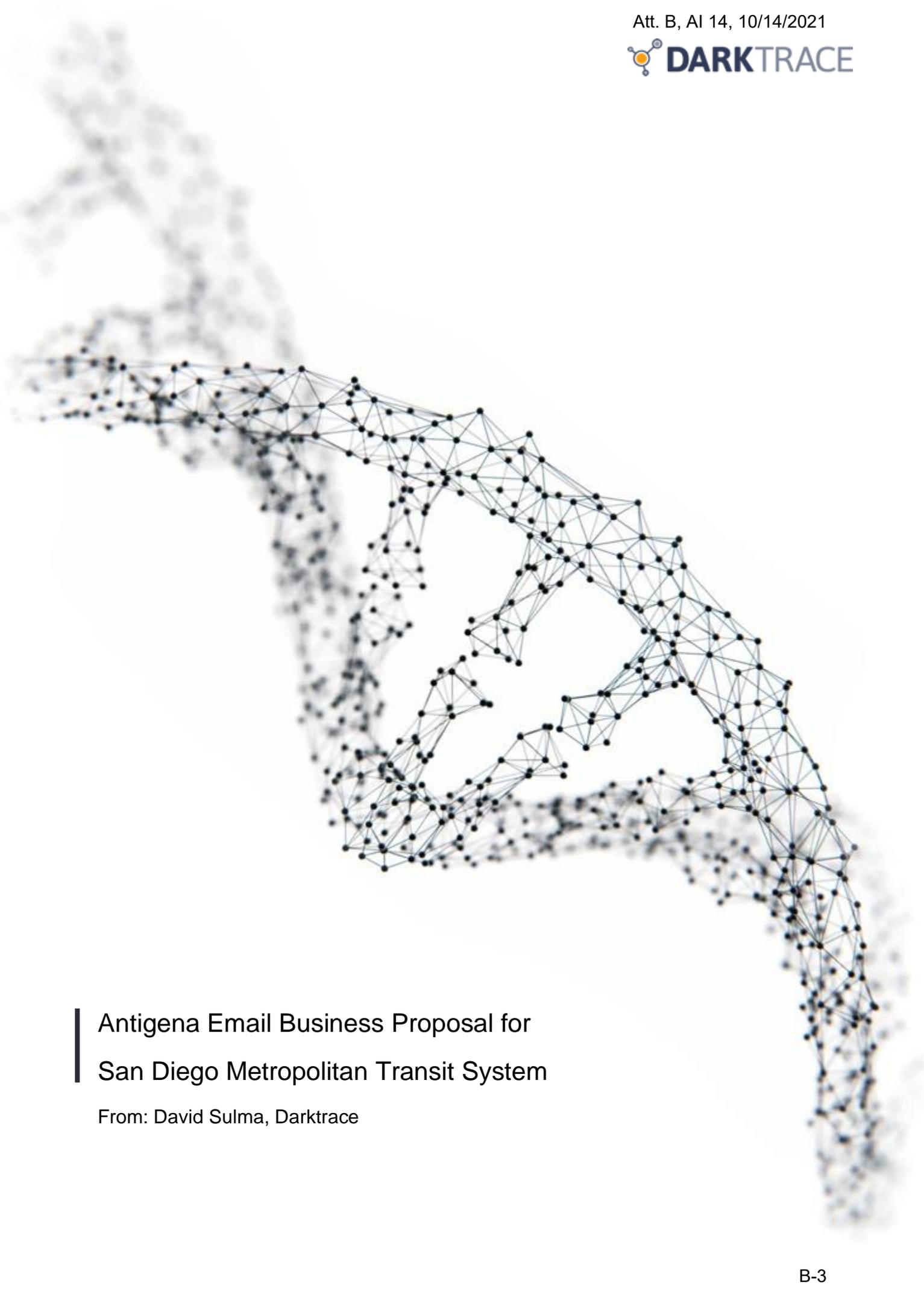
Terms and Conditions:	
1	By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Customer Agreement included in the Appliance, which can also be found at: https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). This Product Order Form shall be supplementary to Product Order Form No. 33158-202005-06-390593 (the "Prior Order"), as previously agreed between Customer and Darktrace, the terms of which shall continue to apply, to the extent such terms do not contradict those contained herein, and will (i) add to the Offering a license to use one (1) Medium Appliance (DCIP-M) and one (1) Extra Large Appliance (DCIP-Z) and (ii) increase the aggregate Device Limit set forth in the Prior Order by an additional two thousand five hundred (2,500) Devices.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip). With respect to the license(s) conveyed by this Product Order Form and the Prior Order, the Software is limited to and aggregate of seven thousand (7,000) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given seven (7) day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30. Fees represent a discount equal to two (2) months free.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

For Customer

Signature: _____
 Name: _____
 Title: _____
 Signature Date: _____
 ("Effective Date")

For Darktrace:

Signature: _____
 Name: _____
 Title: _____
 Signature Date: _____



Antigena Email Business Proposal for
San Diego Metropolitan Transit System

From: David Sulma, Darktrace

Contents

<i>COMPANY OVERVIEW</i>	3
<i>THE EMAIL THREAT LANDSCAPE</i>	4
<i>ANTIGENA EMAIL</i>	5
<i>EXTENDING CYBER AI TO SAAS</i>	6
<i>DARKTRACE IMMUNE SYSTEM PLATFORM</i>	7
<i>PRICING</i>	8
<i>DARKTRACE INNOVATION SERIES</i>	9
<i>INDUSTRY ANALYST REVIEWS</i>	10
<i>CUSTOMER REVIEWS</i>	11
<i>GARTNER PEER REVIEWS</i>	12
<i>SELECTED CUSTOMERS</i>	13
<i>SELECTED AWARDS</i>	14

Darktrace Partnership with San Diego Metropolitan Transit System

With more than 4,700 customers globally, Darktrace has been at the cutting edge of innovation for over seven years. Companies from every sector and of all sizes rely on our world-class Immune System platform to identify and contain cyber-threats across their dynamic workforce – from email, cloud, and collaboration tools, to IoT, endpoints, cyber-physical systems, and the traditional network.

Antigena Email is the first and only security solution that ‘understands the human’ behind the email address, learning the unique ‘patterns of life’ for every user to autonomously identify the full range of threats targeting the inbox. Powered by our core AI technology, it stops sophisticated and novel attacks that email gateway tools miss *before* they reach the intended recipient - providing an immediate return on investment and allowing you to focus your time and energy where it really matters.

We have been delighted to demonstrate to you the power of Antigena Email in San Diego over the past 2 weeks. The following proposal outlines a business-wide deployment scenario for your organization based on the needs and challenges discussed in our conversations thus far.

This document also provides an overview of Darktrace’s technology and value proposition, as well as selected examples of customer feedback and independent analyst recognition. Industry experts and customers agree that Darktrace is unmatched when it comes to our Cyber AI’s capabilities, ease of set-up and usability, and flexibility. Our technology’s proven ability to identify and autonomously respond to advanced email attacks within seconds has revolutionized cyber defense and dramatically enhanced risk mitigation for our customers.

We look forward to partnering with SDMTS and are excited to continue the conversation around how our technology will add value to your business.

I am happy to discuss this proposal and associated commercials in more detail at your convenience.

If you have any questions about this proposal document, please do not hesitate to contact me.

Email david.sulma@darktrace.com

Mobile 424 537 8655

Office 4640 Admiralty Way Suite 1280, Marina Del Rey, CA 90292

Company Overview

Darktrace is a world leading AI cyber security company. The first to apply unsupervised machine learning to the challenge of cyber defense, Darktrace pioneers autonomous security for the enterprise, creating innovations such as Autonomous Response and Cyber AI Analyst. Our AI-native cyber security platform represents the first and only application of machine learning trusted to make decisions and take measured, precise actions without human intervention. Underpinning these developments is a team of world-leading mathematicians and government cyber intelligence experts who ensure that our AI is pervasive and adaptive, protecting the dynamic workforce across all systems and technologies as they evolve in real time.

Headquartered in Cambridge, UK, Darktrace has over 1,500 employees worldwide. Under the leadership of Poppy Gustafsson, OBE, the company’s proprietary AI research has been recognized by independent bodies including Forrester, IDC, Marsh, Gartner, and The Royal Academy of Engineering for its ground-breaking developments in the field of cyber security - winning over 100 awards as testament to its capabilities. Such innovation has been supported by our world-class advisory council, which comprises of experts in mathematics, computer science, security, and intelligence gathering, including:

- o Lord Jonathan Evans KCB, the former Director General of MI5
- o Alan Wade, the former CIO of the CIA
- o Professor Nick Jennings, Chair in Artificial Intelligence at Imperial College, London
- o Sir Peter Bonfield CBE, Fellow of The Royal Academy of Engineering

Darktrace is relied on by over 4,700 customers globally, protecting and defending some of the most sensitive IP, digital data, and mission-critical infrastructure in the world.

Our self-learning technology:

- o **Shielded the CFO** of a large financial services provider from a personalized phishing attack
- o Protects one of the **world’s first 5G smart cities**
- o Defended a **Formula One** team from a **credential-grabbing email attack** targeting the C-suite
- o Safeguards the **leading provider of cloud-based travel services** across 230 territories
- o **Detected ‘fearware’ email attacks** leveraging global uncertainty to infiltrate multiple organizations
- o Stopped a **fraudulent invoice for \$78,000** reaching an academic organization’s inbox
- o Prevented an **Emotet phishing campaign** targeting several global organizations
- o Was recognized by Marsh as a **‘Cyber Catalyst’, effective at reducing cyber risk** in email environments



The Email Threat Landscape

Email is the lifeblood of modern organizations, with nearly 300 billion sent every day. Many contain private information, confidential plans, and financial transactions. But concerningly, over 94% of cyber-attacks originate in the inbox. Spear phishing, impersonation attempts, and account takeovers remain fruitful ways to infiltrate businesses. As attackers increasingly leverage the latest news trends, freshly purchased domains, and hijacked user identities – tactics which evade legacy defenses – telling friend from foe has become harder than ever.

Traditional tools work by comparing various email metrics such as IP address, domains, and file hashes against a list of known 'bads', analyzing each message in isolation and at a single point in time. Such an approach uses historical attack data to identify the threats of today - invariably resulting in playing 'catch-up' with cyber-criminals as their techniques and tactics evolve. This static and siloed methodology additionally fails to take into account the critical context required to confidently determine whether an email is malicious. Inevitably, novel and sophisticated threats are getting through – with the below threats frequently missed by legacy solutions.

Supply chain account takeover

By hijacking the account details of a trusted contact in an organization's supply chain, threat actors can easily gain the trust of the recipient and coax them into clicking a malicious link or transfer millions out of the business. Legacy email defenses assume trust, which means that sophisticated account takeovers often go completely unnoticed.

Spear Phishing and Payload Delivery

The majority of phishing attempts aim to deceive employees into clicking malicious links or attachments in an email. These can be launched as mass drive-by campaigns or as carefully crafted spear phishing attacks. As the links are often concealed behind disguised buttons or spoof a legitimate domain, legacy tools miss the threat as they rely on lists of 'known' bads.

Social Engineering and Solicitation

Attackers can impersonate a trusted colleague, contact, or executive to gain a foothold in an organization. These attacks often exploit the assumption of trust and may come in the form of 'clean' emails, with no malicious links or payloads. As machine learning is leveraged by cyber-criminals to replicate communication patterns, the task of identifying these attacks has become impossible for traditional tools as there are no rules or signatures for this kind of threat.

Antigena Email

Antigena Email represents the world’s first self-defending inbox. It uses Darktrace’s core artificial intelligence to stop the most advanced and novel email attacks, intervening to protect employees from the full range of threats.

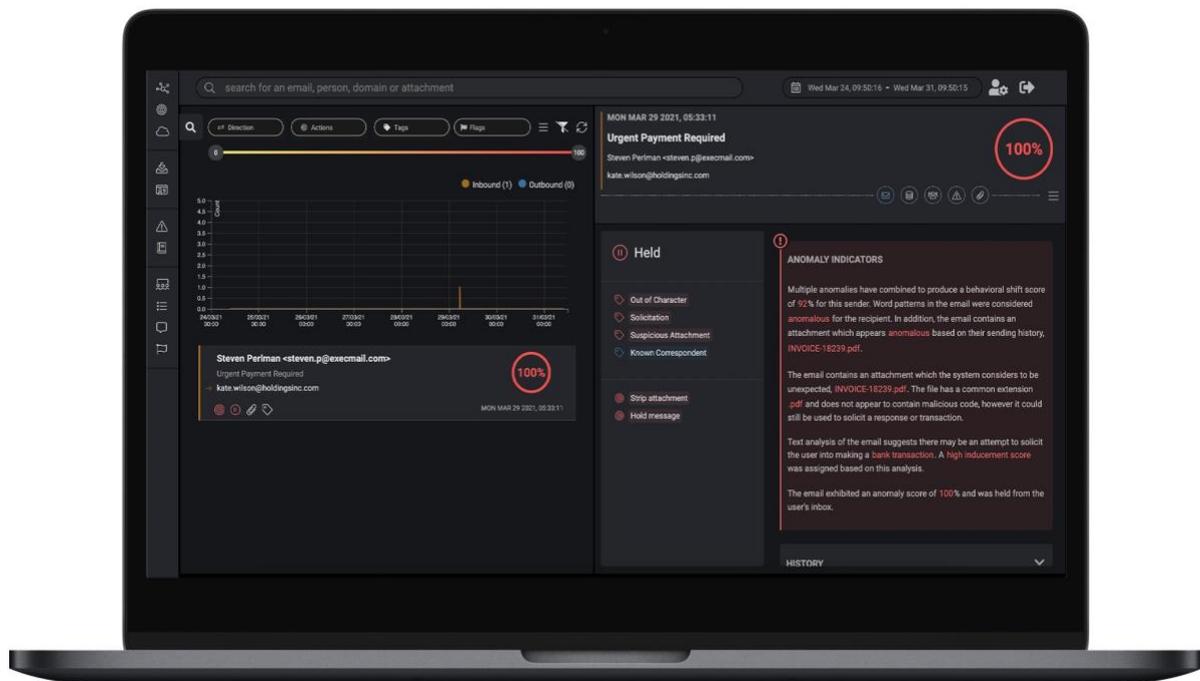
While traditional email tools rely on static rules and deny lists, Antigena Email works by learning a unique sense of ‘self’ across your email environment – understanding what is ‘normal’ for each user, sender, and recipient, and the complex relationships between them. It analyzes thousands of data points for every email, looking at metrics including previous interactions, login locations, similar-looking domains, and behavioral anomalies. This enables it to build an evolving ‘understanding of the human’ behind the email address in real time.

Crucially, when analyzing each email, the AI does not ask simplistic, limiting questions such as ‘Is this bad?’– instead, it asks ‘Does this belong?’. Such a nuanced grasp of how each employee and the wider organization usually behaves allows Darktrace to detect subtle deviations and anomalous behavior, detecting all attack types regardless of whether they have been seen before. Antigena Email then responds accordingly, locking links, neutralizing attachments, or pre-emptively pulling the email from the inbox depending on the precise nature of the incident. This response is tailored to each user, with the AI understanding which employees are high priority, which are more likely to be targeted, and which have access to sensitive material.

All of this information – from threat detection to response – can be seen in Antigena Email’s AI Narratives, which automatically generate natural language reports on every email security incident.

Key benefits

- Harnesses AI to ‘understand the human’ behind the email address
- Neutralizes malicious emails that other tools miss
- Catches spear phishing and impersonation attacks
- Surfaces AI Narratives that tell the story behind neutralized attacks



Extending Cyber AI to SaaS

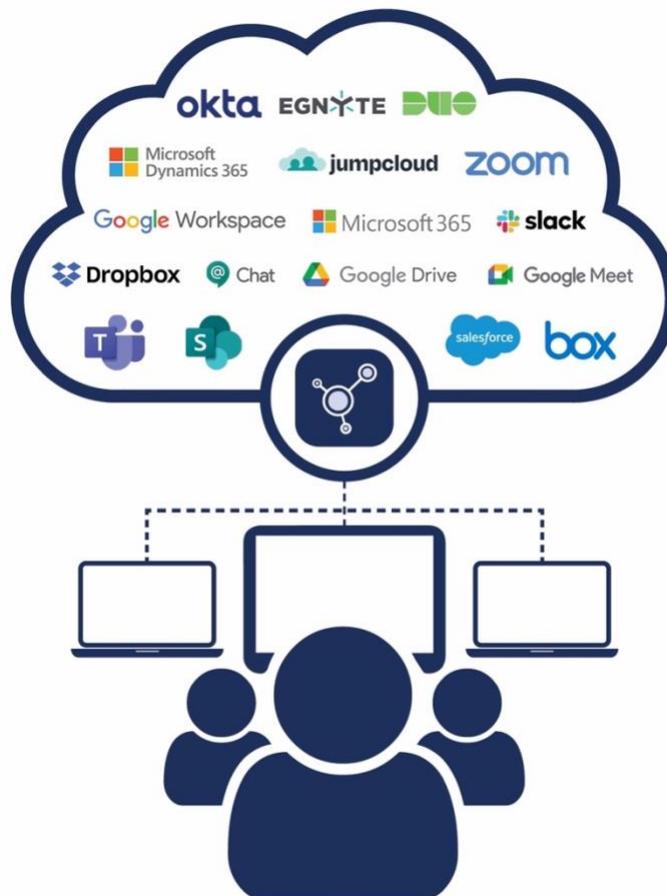
Darktrace’s SaaS module works closely with Antigena Email to enhance the AI’s capabilities - incorporating behavior and insights from other parts of a user’s digital footprint in order to detect and stop the subtlest signals of threat.

Grounded in a contextual understanding of what ‘normal’ looks like across email and SaaS environments, our self-learning AI is able to reveal seemingly benign actions to be malicious in the wider context of the digital business. This means that the AI understands how an attack that compromises a Microsoft Teams account has the potential to affect the same user’s inbox. Darktrace then surgically interrupts the malicious activity before it takes effect in other parts of the business or affects other users, while Cyber AI Analyst autonomously investigates, triages, and reports on the incident – protecting users across Microsoft 365, Google Workspace, and beyond.

While traditional SaaS security tools rely on static rules and pre-defined policies to spot malicious behavior, Darktrace’s Cyber AI for SaaS works by learning a unique sense of ‘self’ for every user, device, and resource, understanding where and when they typically access their OneNote account, what files are they likely to receive via email, what videos they tend to upload to Microsoft Streams, and who they usually connect with in Google Hangouts. This enables Darktrace to detect, investigate, and respond to emerging threats in their earliest stages.

Key benefits

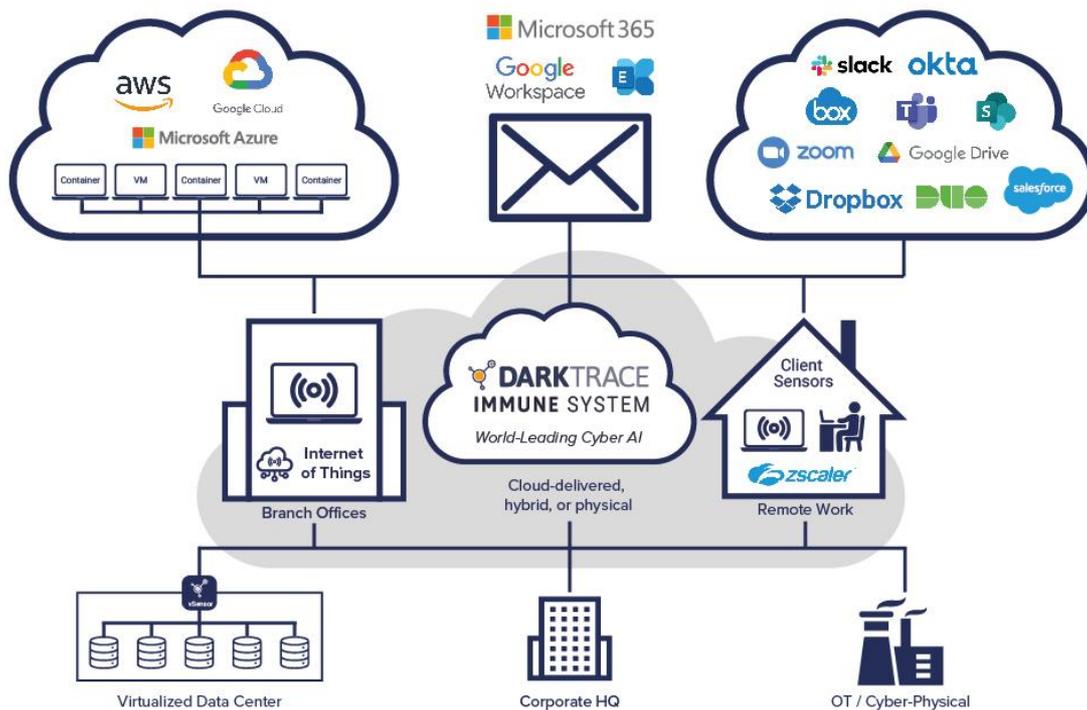
- Learns ‘on the job’ and adapts continuously
- Unified visibility across SaaS platforms
- Protects your workforce from every form of SaaS attack



Darktrace Immune System Platform

Antigena Email can be enriched with additional data sources when deployed as part of the wider Darktrace Immune System platform. This allows it to incorporate behavior and insights from other parts of the organization, adjusting an email's threat level in light of its findings.

Such a contextual understanding of 'normal' across a user's diverse environments allows the AI to extend its capabilities even further. With unparalleled visibility and real-time user data, Darktrace helps organizations unify the digital patchwork and provides unmatched protection against even the most sophisticated of cyber-threats.



Our Cyber AI is uniquely capable of uncovering rare and previously unidentifiable patterns in information. Analogous to the human immune system, Darktrace identifies unpredictable threats inside your digital business - wherever they originate - and contains them in real time.

As a self-learning technology, the AI can adapt and expand alongside your evolving organization, extending autonomous threat detection, investigation, and response to the cloud, SaaS, email, IoT, OT, endpoints, and the traditional network – wherever it is needed.

Truly self-learning, enterprise-wide security has arrived.

Pricing

Working with Darktrace is more than a subscription – it’s a partnership. As a customer, you’ll receive:

- A dedicated account team
- Expert integration support
- Regular training
- Customer Support Helpline, open 24/7
- Access to the Darktrace Customer Portal, providing regular updates, exclusive analyst blogs, and more
- Access to Darktrace Tech Meetups and other exclusive customer events
- A free 30-day activation of a component of the Darktrace Immune System platform every quarter

Pricing details

The pricing below is for a **41-month software license covering 400 users**.

Standard payment terms are annual.

Breakdown	Standard Cost	SDMTS Discounted Cost <i>Signature by 9/27/2021</i>
Antigena Email	\$7/user per month	\$6.62/user per month
TOTAL SOLUTION COST	\$2,800 per month	\$2,649 per month
ANNUAL COST	\$33,600 per year	\$31,788 per year

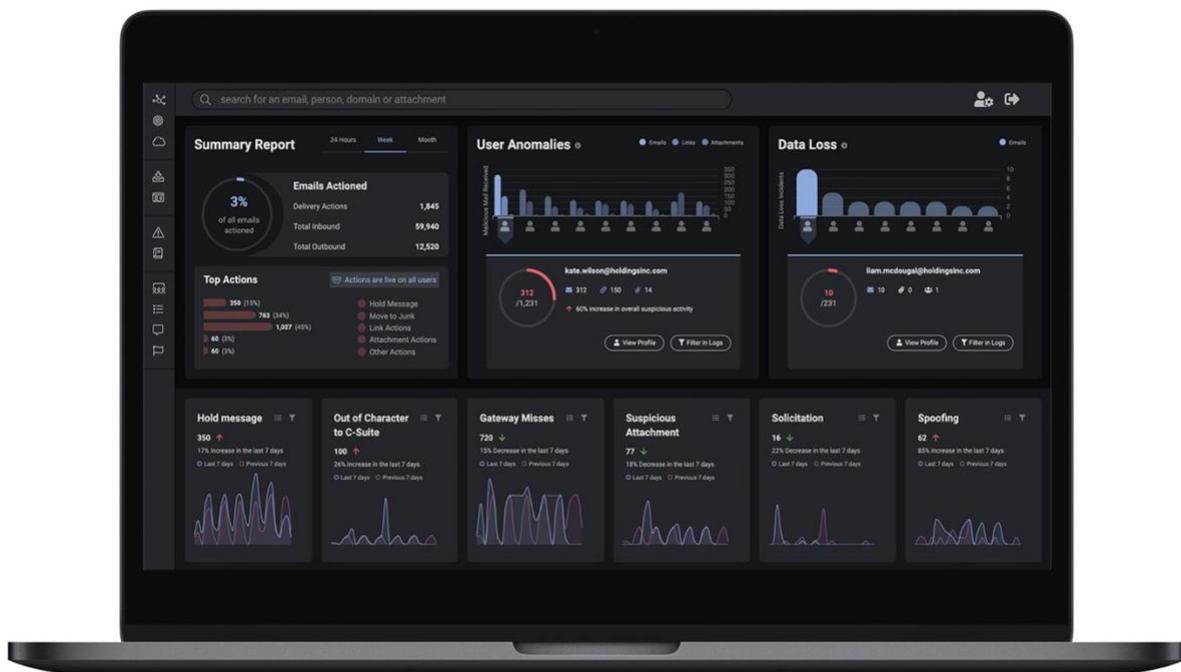
Darktrace Innovation Series

As we saw in 2020, everything can change in an instant. But few areas have had to pivot as quickly as cyber security. In a matter of days, CISOs and CIOs had to facilitate the transition to a dynamic mode of working, ensuring high levels of employee productivity while keeping their data and digital systems secure. Making this possible was innovation – Darktrace’s lifeblood.

To help your organization stay ahead of the latest challenges and secure the future of work, we are offering all customers an exclusive 30-day free activation of any part of the platform. This opportunity will renew every quarter, allowing you to protect the latest digital developments in your organization, with new platform updates continually being rolled out. These can be activated on our Darktrace Innovation Series page on the Customer Portal.

The Darktrace Innovation Series enables you to participate in our latest innovations as they develop, with exclusive access to our technology ahead of public release. As part of this program, we will provide you with a concise update of our innovations every quarter with the Innovation Series Brochure. You will also receive an invitation to the Darktrace Innovation Series Summit – a live streaming event exclusive to the Darktrace Customer Community where you’ll hear from our technologists and customers about how they are getting value from deploying these innovations.

Throughout your 30-day free activation, you will receive a dedicated account team and access to a range of resources, including technical training materials and regular Threat Intelligence Reports.



Industry Analyst Reviews



“The need for skilled analysts is increasing and outstripping the supply, even with all of the educational programmes available. Tools like the Darktrace AI Analyst add power to the elbow; they’re a force multiplier for our scarce resource of human analysts.”

Jonathan Care, Research Director, Gartner



“The incorporation of unsupervised, supervised, and deep learning into its product offering puts Darktrace well ahead of the game and makes it a compelling candidate for any enterprise’s cyber security tooling plans.”

Mike Sapien, Principal Analyst, Omdia



“Darktrace thrives in complex digital environments, as the technology is adaptive and continues to revise its understanding of ‘normal’ in light of new evidence, enabling it to detect and respond to threats that other tools miss, while providing complete visibility across the digital infrastructure.”

Jonas Knudsen, Research Director, IDC



“Darktrace is the clear leader in anomaly detection”

Dan Cummins, Senior Analyst, 451 Research



“In terms of email security, this seems to be one of the best. Clean user interface and of great assistance for large attack vectors that could cause loss.”

Marsh Cyber Catalyst Insurers



“Darktrace’s ability to see and autonomously respond to the known knowns and unknowns is unparalleled by any other product out there and, with its expanded capabilities [in email] has ushered Darktrace to the leader of the pack.”

Alissa Knight, Senior Industry Analyst, Aite Group



“Darktrace’s autonomous response solution Antigena takes action against in-progress cyber-threats...The automatic quarantine response provides security teams valuable time to avoid major damage, especially when they can’t be on guard 24 hours a day.”

Jamie Snowdon, Principal Analyst, HFS Research

Customer Reviews



“ We rely on Darktrace AI to fight back against email attacks with complete autonomy and lightning speed - before damage is done.”

CIO, McLaren Group



“Antigena Email is a huge win for us going forward... Everything you could want out of email security. You get 5-10% of this visibility with Gsuite's dashboard.

CISO, Better.com



“We were shocked by the things our traditional tools didn't catch that Antigena Email did.”

CTO, Bunim/Murray



“Darktrace is the single most valuable security tool my team uses today.”

CISO, Aptean



“Using AI, Darktrace can detect and respond to email-borne threats and cloud-based attacks that other tools miss.”

CIO, City of Las Vegas



“When Antigena Email caught a spear phishing campaign that the Leader in the Magic Quadrant missed, we were convinced. The trial was over.”

CIO, Numeris



“With Antigena Email we're able to granularly address all of the email issues and see where our emails are really coming from.”

Associate Director of IT, Milton Keynes University Hospital



“Antigena Email has the ability to suspend all activity it deems malicious.”

General Manager, Global Travel



“It is crucial to be aware that cyber-warfare is a reality, not a distant threat only for the Fortune 500. Since we are using Darktrace Antigena Email I got a grip on this threat because I can see directly how many phishing attacks are tried daily.”

Head of IT and Organizations, KTR Systems

Gartner Peer Reviews

“Antigena Email is light years ahead of any other email security system.”
Cyber Security Vice President, Miscellaneous


“Fantastic product, easy to use and hugely effective, backed up by a great support team.”
CISO, Services


“Antigena Email is a gamechanger in the email threat detection landscape.”
Director of Business Solutions & IT, Transportation


“Truly autonomous security control with an impressive detection rate.”
Cyber Security Operations Manager, Manufacturing


“Darktrace Antigena Email has proved an extremely reliable and effective solution.”
CIO, Services


“Email protection for the next generation of threats.”
CIO, Financial Services


“Easy to integrate, painless to manage.”
IT Director, Manufacturing


“Darktrace had every feature I was looking for and some features I had not thought of.”
Director of Information Technology, Government


“Darktrace has quickly become my Threat Intelligence and Management team's favorite tool.”
AVP – Enterprise Information Security, Financial Services


“Darktrace is visionary – the leadership team are engaged, and they continue to develop their capability.”
Senior Director Information Security, Healthcare


“An advanced email security solution that does what others can't.”
Director of Information Systems, Transportation


Selected Customers



NOT FOR DISTRIBUTION

Selected Awards





**Metropolitan
Transit
System**

Amendment 3

Effective Date: September 20, 2021

MTS Doc No. G2386.3-20

DARKTRACE CYBERSECURITY SOFTWARE

35T35TDarktrace Limited
35T35TRachel Elias-Jones
Financial Director
Maurice Wilkes Building, St. John’s Innovation Park,
Cowley Road, Cambridge, CB4 0DS, UK

This shall serve as Amendment No.3 to the original agreement G2386.0-20 as further described below.

SCOPE

This amendment shall provide the Darktrace Antigena Email Module as specified in Exhibit A.

SCHEDULE

The Darktrace Antigena Email Module shall be in place from October 1, 2021 through the term of the contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$108,650.00. The total value of this contract including this amendment shall be in the amount of \$851,959.00. 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

35TRachel Elias-Jones, 35TFinancial
Director
35TDarktrace Limited

Date: _____

Enclosure:

Exhibit A: Product Order Form Ref: 57701-202107-19-773858-TC

cc; R.DeGala, S.Elmer, J.Plaetzer, G.Dexter, Procurement File





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/7/2021

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

DESIGN SERVICES FOR SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CHARGING PROJECT – WORK ORDER AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Director authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2075-AE-50.04 (in substantially the same format as Attachment A) under MTS Doc No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$297,720.80, for Design Support During Construction (DSDC) services.

Budget Impact

The total budget for this contract shall not exceed \$1,414,697.71. The project is funded by MTS Capital Improvement Program (CIP) budget number 100911131 – Charging Infrastructure at SBMF – Design.

DISCUSSION:

MTS currently operates and maintains a fleet of 235 Compressed Natural Gas (CNG) buses at the SBMF. In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add a new Rapid Bus Feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the UC San Diego Blue Line Trolley. Consistent with the grant program's goal to significantly reduce emissions of greenhouse gases, the new Rapid route will be served by 12 new, 60-foot Battery Electric Buses (BEB).

The new service will be called Rapid Bus Route 925, operating at 7.5-minute headways in the peak hours, with buses from the SBMF on Main Street in Chula Vista. The charging infrastructure for these 12 new buses is needed to charge the buses overnight for morning service pull-out. As defined in the SBMF Master Plan, Phase 1 is the installation of chargers for 12 new 60-foot BEB's to support the Iris Rapid Project.



On March 19, 2020, the MTS Board approved a work order to Dokken Engineering for the SBMF electric bus concept layouts design work, including the preparation of a conceptual design for a full facility conversion to an all-electric bus fleet through phased installations. Dokken Engineering was selected from the MTS-SANDAG as-needed Architectural & Engineering (A&E) design consulting services list, which was created on January 12, 2016, following a competitive process.

On October 15, 2020, the MTS Board approved Amendment 1 to include final design services for Phase 1 of the project.

On June 17, 2021, the MTS Board ratified Amendment 2, to provide additional design services for Phase 2 of the project scope, modify the charger to dispenser ratio from 2:1 to 3:1, and provide building permit package support with the City of Chula Vista Development Services Department. Phase 2 of the master plan included chargers for eleven (11) new 40-foot BEBs, bringing the total charging capacity at SBMF to 23 buses.

On June 17, 2021, the MTS Board approved Amendment 3, for additional design services to include a permanent onsite natural gas generator for the project. The design for the generator also includes coordination with San Diego Gas & Electric (SDG&E) for a new gas service and meter.

Under proposed work order Amendment 4, Dokken shall provide DSDC services for the duration of construction which is anticipated to begin early 2022. Services include project management, jobsite meeting and coordination, submittal reviews, responses to Requests for Information (RFI), field observations, Design Revisions/Design Change Notices and the preparation of As-built plans as part of the Phase 1 final engineering design.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2075-AE-50	Original Work Order – SBMF ZEB Electric Bus Concept Layouts	\$328,320.14	3/19/20, Item 9
WOA2075-AE-50.01	Amendment 1 – Final Design Phase 1	\$663,346.87	10/15/20, Item 15
WOA2075-AE-50.02	Amendment 2 – Add Phase 2 and modify charger ratio	\$88,412.96	6/17/21, Item 8
WOA2075-AE-50.03	Amendment 3 – Add Natural Gas Generator	\$36,896.94	6/17/21, Item 8
WOA2075-AE-50.04	Amendment 4 – Add DSDC services	\$297,720.80	Today's Proposed Action
Grand Total:		\$1,414,697.71	

Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment No. WOA2075-AE-50.04 (in substantially the same format as

Attachment A) under MTS Doc No. G2075.0-18 with Dokken in the amount of \$297,720.80, for DSDC services.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA2075.0-50.04, MTS Doc No. G2075.0-18



Metropolitan Transit System

October 14, 2021

MTS Doc. No. G2075.0-18
WOA2075-AE-50.04

Mr. John Klemunes, PE
Regional Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108

Dear Mr. Klemunes:

Subject: MTS DOC. NO. G2075.0-18, WORK ORDER WOA2075-AE-50.04, DESIGN SERVICES FOR SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT LAYOUTS

This letter shall serve as Amendment No. 4 to our agreement for professional services, Work Order WOA2075-AE-50, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional design support during construction (DSDC) services. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

As a result of this Amendment, the project completion date shall remain in effect through the completion of construction.

PAYMENT

This Amendment shall increase the payment amount by \$297,720.80. The revised payment shall not exceed \$1,414,697.71 without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

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

ATTACHMENT A SCOPE OF SERVICES

MTS South Bay Maintenance Facility
Zero Emission Bus
PHASE 1 FINAL ENGINEERING DSDC SERVICES
Amendment 4

MTS has selected Dokken as the Prime Consultant and WSP as subconsultant to Dokken to provide schematic design, design development, and final engineering for Phase 1 of the new Battery Electric Bus (BEB) infrastructure at their South Bay Maintenance Facility (SBMF) in Chula Vista, Ca. The proposed infrastructure is the first phase of MTS's Master plan to replace the existing CNG bus fleet with electric buses over the next 20 years. Based on the final design documents the phase 1 facility will accommodate:

- A minimum of 12 new electric buses to be delivered in March 2022
- A modular and scalable design
- Provide for implementation without disruptions to current service
- Located within the west end of Lot B

I. SCOPE OF SERVICES

This task order is for Design Services During Construction which includes the following:

- Support during construction phase to address RFI's and Submittal packages, and any minor design changes required for the equipment, structural, electrical, photovoltaic solar panels, and CNG generator portions of the project. All references to RFI's, Submittals, design changes, etc. are based on the design disciplines listed above.

TASK 1: PROJECT MANAGEMENT

1.1. Project Management

The consultant will provide project management services that will include monthly progress reports, invoicing and administration of the project over the anticipated 12 month construction and closeout period.

- Prepare and submit monthly progress reports. Each report shall include summary of tasks in progress and completed, and projected tasks to be accomplished in the next period.

TASK 2: DESIGN SERVICES DURING CONSTRUCTION

Provide design support services during construction (DSDC) as directed by the MTS Project Manager. The budget for DSDC included is programmed to provide services to MTS for the period beginning at end of Bid Support thru the end of the construction period (anticipated to be a 9-month duration) plus project closeout.

DSDC effort shall include the following:

- 2.1 **Coordination:** Coordinate with and provide consultation to MTS's Project Manager either in person or via telephone/email during the construction phase of the project (a duration of 9 months). A maximum of 250 hours has been budgeted for this task and includes Project management, electrical, structural, mechanical, and equipment staff.
- 2.2 **Jobsite Meetings:** Attend weekly jobsite meetings as requested by MTS Project Manager and attended by the Contractor's representative and MTS's Project Manager. It is assumed that one to two people from the Consultant Team will attend the weekly meeting. It is assumed the meetings will be 1.5 hours in duration. Construction is scheduled to be completed within 9

months of notice to proceed. A maximum of 138 hours are budgeted for this task, and the consultant will assume to attend a total of 36 meetings.

- 2.3 **Review Submittals:** At the request of the MTS RE, the Consultant Team will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for general conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, purchasing regulation compliance, or procedures of construction or to related safety precautions and programs.

Submittals reviewed by the Consultant Team and returned to the MTS PM will be marked according to the action categories stated in the project special provisions with an electronic stamp, signature of the reviewer, and date of submittal review. The Consultant Team will endeavor to review submittals, recommend submittal action, and return submittals to the MTS PM within ten working days of receipt. The Consultant Team will retain one copy of submittal for record-keeping purposes.

A maximum of 214 hours has been budgeted for this task. This task is dependent on the submittals completeness.

- 2.4 **Respond to Requests for Information (RFI):** As directed by the MTS Project Manager, the Consultant Team will review and respond to reasonable and appropriate Contractor RFI's forwarded from the MTS Project Manager and issue necessary clarifications and interpretations of the Contract Documents as appropriate. Any orders authorizing variations from the Contract Documents will be made by the MTS PM. The Consultant Team will use SharePoint software system to respond to RFIs electronically. It is our assumption that the CM team would address the majority of the RFI's. Based on that assumption, a maximum of 250 hours has been budgeted for this task.

- 2.5 **Field Observations:** Structural observation at specific construction milestones as required by Code will be performed by Structural engineers. Construction observation for mechanical, electrical, equipment is not included. It is assumed that the CM team will handle any construction observation activities other than code requirements from structural. At the request of MTS, the Consultant Team staff may conduct site visits to respond to RFIs, to develop Change Orders, or to perform other specific tasks. A maximum of 79 hours has been budgeted for field observations. This assumes approximately 1 full day site visit for the structural engineer, one full day visit for the electrical engineer, and 1 full day visit for the equipment. These disciplines are not local to San Diego

- 2.6 **Prepare Design Revisions/Design Change Notices(DCN):** Prepare revisions to design drawings and technical specifications as directed by the MTS PM. Design revisions will be annotated in a manner directed by the MTS PM. Modifications to the project drawings and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with MTS to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the drawings and specifications. Design revisions may be in response to action required by an RFI, an unforeseen site condition, value-engineering, etc. and will be annotated in a manner directed by MTS. If requested by MTS, the Consultant Team will develop cost estimates to coincide with the proposed changes. Design revisions made in response to an unforeseen site condition, value engineering or a directive from MTS may entail design services that are not included in this scope of services. A fee estimate for the additional design services will be provided to MTS, and the fee amount agreed upon, prior to Consultant's proceeding with the change. Design revisions will be transmitted in PDF file format. A maximum of 152 hours has been budgeted for design revisions. Assume 2 minor revisions affecting 10 sheets.

- 2.7 **Project As-builts:** Prepare as-built plans for the project based on information provided by the Clients contractor, a final site visit of the project, and any approved design changes. The as-builts will be provided to Dokken in an electronic format for inclusion in the final As-built package to MTS. A maximum of 112 hours has been budgeted for the As-built package.

II. DELIVERABLES

Task 1

1. Monthly Progress Reports

Task 2

If required by the scope of services, three copies of each deliverable will be submitted, unless otherwise requested by MTS as well as electronically in PDF format so that MTS can print additional copies if necessary. Drawing submittals will be made with half size drawings.

III. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Based on an assumed NTP start date of January 2022 for start of construction.

IV. MATERIALS TO BE PROVIDED BY Dokken and/or MTS

N/A.

V. SPECIAL CONDITIONS/ASSUMPTIONS

Any condition listed below applies solely to this Task Order and does not otherwise alter the Agreement or other Task Orders. The Scope and Fees are based on the following assumptions.

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. Assumes Weekly jobsite meetings
- C. The project delivery method will be a single prime construction contractor using the design/bid/build approach.
- D. Three copies of each deliverable will be submitted, unless otherwise requested by MTS, as well as electronically in PDF format so that MTS can print additional copies if necessary. Drawing submittals (prior to final drawings) will be made with half size drawings.
- E. Out of town travel expenses is included during the construction phase if needed for observation. This service would be for non-San Diego based WSP staff.

VI. MTS ACCEPTANCE OF SERVICES:

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

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

VII. DEFICIENT WORK PRODUCT:

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

- Revising provided documents,

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

VIII. DELIVERABLE REQUIREMENTS

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

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

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

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

IX. PRICING

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

X. ADDITIONAL INFORMATION

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

XI. PREVAILING WAGE

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

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

ATTACHMENT B NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 15, 10/14/2021

MTS Doc. No. G2075.0-18
Work Order No. WOA2075-AE-50.04
Attachment: B

Work Order Title: MTS SBMF ZEB (Phase 1) DSDC - Amendment 4

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Labor	\$293,289.80
2		ODC	\$4,431.00

Totals = \$297,720.80

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	PROJECT MANAGEMENT	96.0	\$25,761.66
2	Task 2	DESIGN SERVICES DURING CONSTRUCTION	1,195.0	\$271,959.14
3				
4				
5				
6				
7				

Totals = 1,291.0 \$297,720.80

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken	235.0	\$45,529.51
				WSP	1,056.0	\$252,191.29

Totals = 1,291.0 \$297,720.80

Work Order Estimate Summary

Att. A, AI 15, 10/14/2021

Total Hours =

235

Total Costs =

\$45,529.51

Consultant/Subconsultant:

DOKKEN

MTS Doc. No.:

G2075.0-18

Work Order No.:

WOA2075-AE-50.04

Work Order Title:

MTS SBMF ZEB (Phase 1) DSDC - Amendment 4
--

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs	Principal	Senior Engineer	Associate Engineer	Engineering Tech				Total Hours	Totals
1	Task 1	PROJECT MANAGEMENT										
1.1	Project Management			12	12						24	\$6,012.36
	ODC											
		Subtotals (Hours) =	N/A	12	12						24	\$6,012.36
		Subtotals (Costs) =		\$3,279.48	\$2,732.88						24	\$6,012.36
2	Task 2	DESIGN SERVICES DURING CONSTRUCTION										
2.1	Coordination			5	10						15	\$3,643.85
2.2	Jobsite Meetings			8	40						48	\$11,295.92
2.3	Review Submittals			4	4	12	8				24	\$3,765.24
2.4	Respond to Requests for Information (RFI)				12	16	8				36	\$6,243.04
2.5	Field Observations				8	8	8				24	\$4,020.32
2.6	Prepare Design Revisions/Design Change Notices (DCN)			2	6	8	8				24	\$4,111.42
2.7	As-Built plans			2	8	14	16				40	\$6,437.36
	ODC											
		Subtotals (Hours) =	N/A	17	88	58	48				211	\$39,517.15
		Subtotals (Costs) =		\$4,645.93	\$20,041.12	\$9,510.26	\$5,319.84				211	\$39,517.15
		Totals (Summary) =									235	\$45,529.51
		Total (Hours) =	N/A	29	100	58	48				235	
		Total (Costs) =		\$7,925.41	\$22,774.00	\$9,510.26	\$5,319.84					\$45,529.51
		Percentage of Total (Hours) =	N/A	12%	43%	25%	20%				100%	
		Percentage of Total (Costs) =		17%	50%	21%	12%					100%

**Work Order Estimate
Summary**

Att. A, AI 15, 10/14/2021

Consultant/ Subconsultant: **DOKKEN**

Contract No: **G2075.0-18**

Work Order Title: **MTS SBMF ZEB (Phase 1) DSDC - Amendment 4**

Task Order No. **WOA2075-AE-50.04**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total								
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total										
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =

Work Order Estimate Summary

Att. A, AI 15, 10/14/2021

Total Hours =	1,056
Total Costs =	\$252,191.29

Consultant/Subconsultant: **WSP**

MTS Doc. No.: **G2075.0-18**
 Work Order No.: **WOA2075-AE-50.04**

Work Order Title: **MTS SBMF ZEB (Phase 1) DSDC - Amendment 4**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs	Senior Engineering Manager	Project Controls Specialist	Staff Manager	Engineer 1	Senior Supervising Engineer	Engineer II	Senior Technical Specialist	Total Hours	Totals
				\$335.96	\$146.53	\$281.52	\$99.56	\$251.64	\$121.92	\$169.95		
1	Task 1	PROJECT MANAGEMENT										
1.1	Project Management			48	24						72	\$19,642.80
	ODC		\$106.50									\$106.50
		Subtotals (Hours) =	N/A	48	24						72	\$19,749.30
		Subtotals (Costs) =	\$106.50	\$16,126.08	\$3,516.72						72	\$19,749.30
2	Task 2	DESIGN SERVICES DURING CONSTRUCTION										
2.1	Coordination			50		90		60		35	235	\$63,181.45
2.2	Jobsite Meetings			90							90	\$30,236.40
2.3	Review Submittals			20		50	20	30	40	30	190	\$40,310.90
2.4	Respond to Requests for Information (RFI)			20		60	40	40	24	30	214	\$45,682.98
2.5	Field Observations					15		40			55	\$14,288.40
2.6	Prepare Design Revisions/Design Change Notices (DCN)			4		8	40	16	20	40	128	\$20,841.04
2.7	As-Built plans			4		8	8	16	20	16	72	\$13,576.32
	ODC		\$4,324.50									\$4,324.50
		Subtotals (Hours) =	N/A	188		231	108	202	104	151	984	\$232,441.99
		Subtotals (Costs) =	\$4,324.50	\$63,160.48		\$65,031.12	\$10,752.48	\$50,831.28	\$12,679.68	\$25,662.45	984	\$232,441.99
	Totals (Summary) =										1,056	\$252,191.29
	Total (Hours) =		N/A	236	24	231	108	202	104	151	1056	
	Total (Costs) =		\$4,431.00	\$79,286.56	\$3,516.72	\$65,031.12	\$10,752.48	\$50,831.28	\$12,679.68	\$25,662.45		\$252,191.29
	Percentage of Total (Hours) =		N/A	22%	2%	22%	10%	19%	10%	14%	100%	
	Percentage of Total (Costs) =		2%	31%	1%	26%	4%	20%	5%	10%		100%

**Work Order Estimate
Summary**

Att. A, AI 15, 10/14/2021

Consultant/ Subconsultant: **DOKKEN**

Contract No: **G2075.0-18**
 Task Order No. **WOA2075-AE-50.04**
 Attachment: **B**

Work Order Title: **MTS SBMF ZEB (Phase 1) DSDC - Amendment 4**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00			200	\$200.00						
2	Deliveries	LS	\$1.00										
3	mileage	MI	\$0.565	100	\$56.50	1,300	\$734.50						
4	Scanning	LS	\$1.00										
5	Other (Photo, parking, etc.)	LS	\$1.00	50	\$50.00	50	\$50.00						
6	Aerial Photography	LS	\$1.00										
7	Hotel	EA	\$250.00			4	\$1,000.00						
8	Meals	EA	\$100.00			4	\$400.00						
9	Airfare	EA	\$800.00			2	\$1,600.00						
10	Rental Car	LS	\$85.00			4	\$340.00						
				Subtotal =	\$106.50	Subtotal =	\$4,324.50	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total								
1	Repro & Graphics											200	\$200.00
2	Deliveries												
3	mileage											1,400	\$791.00
4	Scanning												
5	Other (Photo, parking, etc.)											100	\$100.00
6	Aerial Photography												
7	Hotel											4	\$1,000.00
8	Meals											4	\$400.00
9	Airfare											2	\$1,600.00
10	Rental Car											4	\$340.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$4,431.00



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

BUILDING C ROLLUP DOOR REPLACEMENT PHASE 2 – WORK ORDER AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Change Order No. MTSJOC275-15.03 under Job Order Contract (JOC) MTS Doc No. PWG275.0-19 (Attachment A) with ABC General Contractor, Inc. (ABCGC) in the amount of \$20,700.03, for additional steel work for Phase I due to unforeseen conditions;
- 2) Ratify Change Order No. MTSJOC275-15.04 under JOC MTS Doc No. PWG275.0-19 (Attachment B) with ABCGC in the amount of \$10,446.41, for the addition of metal flashing the door openings for Phase I; and
- 3) Authorize the Chief Executive Officer (CEO) to execute Change Order No. MTSJOC275.0-15.05 (in substantially the same format as Attachment C), under JOC MTS Doc. No. PWG275.0-15, with ABCGC, for the provision of labor, materials and equipment in the amount of \$299,986.94 for Phase II of the removal and replacement of the rollup doors, door threshold, and addition of flood barriers at Building C.

Budget Impact

The total budget for this contract shall not exceed \$299,986.94. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$5,791.25. This project is funded by MTS Capital Improvement Project (CIP) 2006109601 – Building C Door Replacement.

DISCUSSION:

Today's proposed action will allow MTS to move forward with the second and final phase to upgrade the doors at Trolley Maintenance Facility, Building C. The Phase I project will include removal and replacement of five sets of existing bi-fold doors at the northwest end of the

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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.



building with roll up doors that match the Phase I installation at the east end and west side of this building. To accommodate the hardware of the new roll up doors, the structural frame of each door will be modified. The work also includes modification of the catenary line to allow for simple disconnect and reconnect of trolley catenary line during door operation. This project also includes the installation of a flood barrier system at each door opening to protect the building, and the equipment inside the building, from water damage.

The Work Order and subsequent Change Orders are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
MTSJOC275-15	Original Work Order – Building C Rollup Door Replacement	\$247,497.55	12/10/20, AI 10
MTSJOC275.15.01	Cancelled	Cancelled	N/A
MTSJOC275.15.02	Cancelled	Cancelled	N/A
MTSJOC275.15.03	Additional steel work due to unforeseen conditions	\$20,700.03	CEO approval 7/9/2021 per Board Policy No. 41
MTSJOC275.15.04	Addition of metal flashing the door openings	\$10,446.41	CEO approval 7/9/2021 per Board Policy No. 41
MTSJOC275.15.03	Removal and replacement of the rollup doors, door threshold, and addition of flood barriers	\$299,986.94	Today's proposed action
TOTAL:		\$578,630.93	

MTS utilizes an on-call contract for JOC General Civil Construction services that primarily consists of repair, remodeling, or other repetitive work for general civil and site improvements, including earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

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

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, the Gordian Group. On June 13, 2019, (AI 12), the MTS Board approved a JOC General Civil Construction services contract with ABCGC for on-call services between July 1, 2019 and June 30, 2022. On December 10, 2020 (AI 10), the MTS Board of Directors authorized a Job Order Contract (JOC) work order with ABCGC for Phase I of the Building C Rollup Door Replacement project work.

Today's proposed action would issue a change order to ABCGC for the Phase II of the Building C Rollup Door Replacement project. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, equipment for the installation of the roll-up doors at Building C. Work is expected to be completed by June 2022.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Change Order No. MTSJOC275-15.03 under Job Order Contract (JOC) MTS Doc No. PWG275.0-19 (Attachment A) with ABCGC in the amount of \$20,700.03, for additional steel work for phase I due to unforeseen conditions;
- 2) Ratify Change Order No. MTSJOC275-15.04 under JOC MTS Doc No. PWG275.0-19 (Attachment B) with ABCGC in the amount of \$10,446.41, for the addition of metal flashing the door openings for phase I; and
- 3) Authorize the CEO to execute Change Order No. MTSJOC275.0-15.05 (in substantially the same format as Attachment C), under JOC MTS Doc. No. PWG275.0-15, with ABCGC, for the provision of labor, materials and equipment in the amount of \$299,986.94 for phase II of the removal and replacement of the rollup doors, door threshold, and addition of flood barriers at Building C.

/S/ Sharon Cooney _____

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Work Order Contract MTSJOC275-15.03, MTS Doc No. PWG275.0-19
B. Work Order Contract MTSJOC275-15.04, MTS Doc No. PWG275.0-19
C. Work Order Contract MTSJOC275-15.05, MTS Doc No. PWG275.0-19 Draft



CONSTRUCTION CHANGE ORDER

Project Name: Building C Rollup Doors	Date: 6.22.21
To: MTS	Contract Number: MTSJOC275-15
From (Contractor): ABC General Contractor, Inc.	CCO Number: 03

Description of Work **Fieldwork Directive Issued:** 4/30/2021

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work of the Contract Documents and consists of:
 Additional steel work due to unforeseen condition. **CCOs 1 and 2 were cancelled in the Gordian Cloud.**

A. Contractor Cost Proposal

\$ 20,700.03 L.S.
 _____ L.S.

Subtotal A: \$ 20,700.03

B. Subcontractors Costs

\$ -

Subtotal B: \$ -

C. Contractor Credits

Subtotal C: \$ -

Total = (A + B + C) Total: \$ 20,700.03

Original Contract value:	\$ 247,497.55
Adjustment by Change Order No. X through Change Order X (if applicable)	\$ -
Adjustment by this Change Order	\$ 20,700.03
New Contract Amount Total:	\$ 268,197.58

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by 0 days

Original Completion Date:	6/26/21
Adjustment by Change Order No. X through Change Order X (if applicable)	
Adjustment by this Change Order	0
New Completion Date	6/26/21

Milestones Affected: _____

 Contractor	6/28/21 Date:	 MTS Chief Executive Officer	07/09/2021 Date:
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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT A

(Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Final Scope of Work

Date: 6/22/2021

Job Order Contracting

To:	From:
Contract No:	PWG275.0-19
Job Order No:	MTSJOC275-15.03
Job Order Title:	Building C Rollup Doors
Location:	Building C 1535 Newton Ave Yard Tower, & Paint Booth San Diego, CA 92113
Brief Scope of Work:	Additional steel work due to unforeseen condition

Owner Project Manager

Date

EXHIBIT B (Cost Breakdown)



Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/03/2021 10:26:24 AM PST

Job: MTSJOC275-15.03: Building C Rollup Doors

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number: MTSJOC275-15.03
Job Order Title: Building C Rollup Doors
Location: Building C
Cost Proposal Date: June 3, 2021
Proposal Value: \$20,700.03

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$6,324.28
05	Metals	\$0.00	\$14,375.75
Proposal Total(Filtered):			\$20,700.03
The Percentage of Non Pre-Priced on this Proposal:			0.00%



JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number MTSJOC275-15.03
Job Order Title Building C Rollup Doors
Location: Building C
Cost Proposal Date: June 3, 2021
Proposal Value: \$20,700.03

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
01 General Requirements							\$6,324.28				
1	012220000037		HR	Structural Steel Worker							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	HR	38.00	x	\$86.64	x	1.1918	=	\$3,923.79	
Equipment Excluded		Materials Excluded								\$3,923.79	
User Note:											
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.											
Owner Comments:											
Contractor Comments: V:1.1-Steel Fabrication on site											
2	012223000058		DAY	25' Electric, Scissor Platform Lift							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	DAY	4.00	x	\$226.04	x	1.1918	=	\$1,077.58	
Labor Excluded		Equipment Excluded								\$1,077.58	
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments: V:1.1-two lifts 2 days each											
3	012223000941		DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	DAY	1.00	x	\$1,110.01	x	1.1918	=	\$1,322.91	
Equipment Excluded											\$1,322.91
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											



Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/03/2021 10:26:24 AM PST

Job: MTSJOC275-15.03: Building C Rollup Doors

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
05 Metals							\$14,375.75
4	051223000090		TON	Structural Shapes, Steel Plate A36 Structural Steel			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	TON		2.00	x \$5,158.19	x 1.1918 = \$12,295.06
		Demo	TON		2.00	x \$872.92	x 1.1918 = \$2,080.69
							\$14,375.75
User Note:							
Item Note: Up to 21.5 LB per SF							
Owner Comments:							
Contractor Comments: V:1.1-New structural steel beams							
Total:							\$20,700.03
Proposal Total(Filterd):							\$20,700.03
The Percentage of Non Pre-Priced on this Proposal:							0.00%

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 6/22/2021

Job Order Contracting

Contract #: PWG275.0-19
Job Order #: MTSJOC275-15.03
Job Order Title: Building C Rollup Doors
Location: Building C
Contractor: ABC Construction Co., Inc.
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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CONSTRUCTION CHANGE ORDER

Project Name: Building C Rollup Doors	Date: 6.22.21
To: MTS	Contract Number: MTSJOC275-15
From (Contractor): ABC General Contractor, 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:
 Addition of metal flashing around door opening. **CCOs 1 and 2 were cancelled in the Gordian Cloud.**

A. Contractor Cost Proposal		
	\$ 10,446.41 L.S.	
	_____ L.S.	
	Subtotal A: \$	10,446.41
B. Subcontractors Costs		
	\$ -	

	Subtotal B: \$	-
C. Contractor Credits		

	Subtotal C: \$	-
Total = (A + B + C)		Total: \$ 10,446.41

Original Contract value:	\$ 247,497.55
Adjustment by Change Order No. 3 through Change Order 3 (if applicable)	\$ 20,700.03
Adjustment by this Change Order	\$ 10,446.41
New Contract Amount Total:	\$ 278,643.99

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by 60 days

Original Completion Date:	6/26/21
Adjustment by Change Order No. 3 through Change Order 3 (if applicable)	0
Adjustment by this Change Order	60
New Completion Date	8/25/21

Milestones Affected: _____

 Contractor	Date: <u>6/28/21</u>	 MTS Chief Executive Officer	Date: <u>07/09/2021</u>
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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Final Scope of Work

Date: 6/22/2021

Job Order Contracting

To:	From:
Contract No:	PWG275.0-19
Job Order No:	MTSJOC275-15.04
Job Order Title:	Building C Rollup Doors
Location:	Building C 1535 Newton Ave Yard Tower, & Paint Booth San Diego, CA 92113
Brief Scope of Work:	Addition of metal flashing around door opening

Owner Project Manager

Date

EXHIBIT B (Cost Breakdown)



Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/03/2021 10:45:17 AM PST

Job: MTSJOC275-15.04: Building C Rollup Doors

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number: MTSJOC275-15.04
Job Order Title: Building C Rollup Doors
Location: Building C
Cost Proposal Date: June 3, 2021
Proposal Value: \$10,446.41

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$3,584.03
07	Thermal And Moisture Protection	\$0.00	\$6,862.38
Proposal Total(Filtered):			\$10,446.41
The Percentage of Non Pre-Priced on this Proposal:			0.00%



Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/03/2021 10:45:17 AM PST

Job: MTSJOC275-15.04: Building C Rollup Doors

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number MTSJOC275-15.04
Job Order Title Building C Rollup Doors
Location: Building C
Cost Proposal Date: June 3, 2021
Proposal Value: \$10,446.41

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
01 General Requirements							\$3,584.03
1	012220000033		HR	Sheet Metal Worker			
				<i>Accepted</i>	Quantity	x Unit Price	x Factor = LineTotal
			Installation	HR	24.00	x \$78.21	x 1.1918 = \$2,237.06
Equipment Excluded			Materials Excluded				\$2,237.06
User Note:							
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.							
Owner Comments:							
Contractor Comments:							
2	012223000058		DAY	25' Electric, Scissor Platform Lift			
				<i>Accepted</i>	Quantity	x Unit Price	x Factor = LineTotal
			Installation	DAY	5.00	x \$226.04	x 1.1918 = \$1,346.97
Labor Excluded			Equipment Excluded				\$1,346.97
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/03/2021 10:45:17 AM PST

Job: MTSJOC275-15.04: Building C Rollup Doors

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
07 Thermal And Moisture Protection							\$6,862.38				
3	074113000027		LF	Valley Flashing For Aluminum Exposed Fastener Metal Roofing							
				Accepted	Quantity	x	Unit Price	x	Factor	=	LineTotal
			Installation	LF	200.00	x	\$28.79	x	1.1918	=	\$6,862.38
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
Total:										\$10,446.41	
Proposal Total(Filtered):										\$10,446.41	
The Percentage of Non Pre-Priced on this Proposal:										0.00%	

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 6/22/2021

Job Order Contracting

Contract #: PWG275.0-19
Job Order #: MTSJOC275-15.04
Job Order Title: Building C Rollup Doors
Location: Building C
Contractor: ABC Construction Co., Inc.
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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CONSTRUCTION CHANGE ORDER

Project Name: Building C Rollup Doors	Date: 10.14.2021
To: MTS	Contract Number: MTSJOC275-15
From (Contractor): ABC General Contractor, Inc.	CCO Number: 05

Description of Work	Fieldwork Directive Issued:	
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This CCO is prepared in accordance with and incorporates Section Changes and Extra Work of the Contract Documents and consists of:
 Removal and replacement of five sets of existing bi-fold doors at the northwest end of the building with roll up doors that match the phase one installation at the east end and west side of this building. **CCOs 1 and 2 were cancelled in the Gordian Cloud.**

A. Contractor Cost Proposal

\$ 299,986.94 L.S.
 _____ L.S.

Subtotal A: \$ 299,986.94

B. Subcontractors Costs

\$ -

Subtotal B: \$ -

C. Contractor Credits

Subtotal C: \$ -

Total = (A + B + C) Total: \$ 299,986.94

Original Contract value:	\$ 247,497.55
Adjustment by Change Order No. 3 through Change Order 4 (if applicable)	\$ 31,146.44
Adjustment by this Change Order	\$ 299,986.94
New Contract Amount	Total: \$ 578,630.93

The Contract Time due to this Change Order will be: <input checked="" type="checkbox"/> Increased <input type="checkbox"/> Decreased <input type="checkbox"/> Unchanged	by 309 days
Original Completion Date:	6/26/21
Adjustment by Change Order No. 3 through Change Order 4 (if applicable)	60
Adjustment by this Change Order	309
New Completion Date	6/30/22

Milestones Affected: _____

Contractor _____	Date: _____	MTS Chief Executive Officer _____	Date: _____
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EXHIBIT A
(Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 9/22/2021

Job Order Contracting

To:	From:
Contract No:	PWG275.0-19
Job Order No:	MTSJOC275-15.05
Job Order Title:	Building C Rollup Doors - Phase II
Location:	Building C 1535 Newton Ave Yard Tower, & Paint Booth San Diego, CA 92113

Brief Scope of Work: Addition of 5 rollup doors on west side of building C. Contractor is to demo existing bifolding doors, modifying catenary system, installed steel frame capable of withstanding 2000 lb tension from catenary cable, install new roll up doors with same make and model of phase 1 doors and procure install flood barriers for these five doors. Contractor is to coordinate flood barrier pricing for southside rollup door as well as procuring and furnishing 10 spare foam inserts for rail gasketing to MTS as spares.

Addition of 5 rollup doors on west side of building C. Contractor is to demo existing bifolding doors, modifying catenary system, installed steel frame capable of withstanding 2000 lb tension from catenary cable, install new roll up doors with same make and model of phase 1 doors and procure install flood barriers for these five doors. Contractor is to coordinate flood barrier pricing for southside rollup door as well as procuring and furnishing 10 spare foam inserts for rail gasketing to MTS as spares.

Owner Project Manager

Date

EXHIBIT B
(Cost Breakdown)



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

JOC Name (Contractor): ABC General Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number: MTSJOC275-15.05
Job Order Name: Building C Rollup Doors - Phase II
Location: Building C
Cost Proposal Date: August 27, 2021
Proposal Value: \$299,986.94

Division		NPP Total	Demo	Division Totals
01	General Requirements	\$0.00	\$0.00	\$87,173.62
02	Existing Conditions	\$0.00	\$0.00	\$564.94
05	Metals	\$0.00	\$16,669.66	\$73,986.14
06	Wood, Plastics, and Composites	\$0.00	\$0.00	\$212.06
07	Thermal And Moisture Protection	\$0.00	\$0.00	\$9,218.57
08	Openings	\$0.00	\$8,512.32	\$93,643.01
09	Finishes	\$0.00	\$0.00	\$1,533.14
13	Special Construction	\$0.00	\$0.00	\$2,317.82
26	Electrical	\$0.00	\$3,011.06	\$30,464.08
34	Transportation	\$0.00	\$0.00	\$873.56
Proposal Total:				\$299,986.94
The Percentage of Non Pre-Priced on this Proposal:				0.00%



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

JOC Name (Contractor): ABC General Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number: MTSJOC275-15.05
Job Order Name: Building C Rollup Doors - Phase II
Location: Building C
Cost Proposal Date: August 27, 2021
Proposal Value: \$299,986.94

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
01 General Requirements							\$87,173.62
1	012220000006		HR	Carpenter			
				<i>Accepted</i>	Quantity	x Unit Price	x Factor = LineTotal
			Installation	HR	79.00	x \$82.42	x 1.1918 = \$7,760.02
Equipment Excluded			Materials Excluded				\$7,760.02
User Note:							
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.							
Owner Comments:							
Contractor Comments:							
2	012220000006	0001	HR	For Foreman, Add			
				<i>Accepted</i>	Quantity	x Unit Price	x Factor = LineTotal
			Installation	HR	40.00	x \$4.12	x 1.1918 = \$196.41
Equipment Excluded			Materials Excluded				\$196.41
User Note:							
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.							
Owner Comments:							
Contractor Comments:							



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

3	012220000010		HR	Electrician							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		40.00	x	\$72.29	x	1.1918	=	\$3,446.21
	Equipment Excluded										Materials Excluded
											\$3,446.21
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
4	012220000010	0001	HR	For Foreman, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		40.00	x	\$3.61	x	1.1918	=	\$172.10
	Equipment Excluded										Materials Excluded
											\$172.10
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
5	012220000012		HR	High Voltage Electrician, (Utility Lineman)							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		40.00	x	\$91.62	x	1.1918	=	\$4,367.71
	Equipment Excluded										Materials Excluded
											\$4,367.71
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
6	012220000012	0001	HR	For Foreman, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		40.00	x	\$4.58	x	1.1918	=	\$218.34
	Equipment Excluded										Materials Excluded
											\$218.34
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
7	012220000017		HR	Laborer							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		80.00	x	\$68.23	x	1.1918	=	\$6,505.32
	Equipment Excluded										Materials Excluded
											\$6,505.32
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

8	012220000023		HR	Painter, Structural Steel							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		40.00	x	\$61.86	x	1.1918	=	\$2,948.99
	Equipment Excluded			Materials Excluded							\$2,948.99
	User Note:										
	Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
	Owner Comments:										
	Contractor Comments:										
9	012220000023	0001	HR	For Foreman, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		40.00	x	\$3.09	x	1.1918	=	\$147.31
	Equipment Excluded			Materials Excluded							\$147.31
	User Note:										
	Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
	Owner Comments:										
	Contractor Comments:										
10	012220000033		HR	Sheet Metal Worker							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		48.00	x	\$78.21	x	1.1918	=	\$4,474.11
	Equipment Excluded			Materials Excluded							\$4,474.11
	User Note:										
	Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
	Owner Comments:										
	Contractor Comments:										
11	012220000033	0001	HR	For Foreman, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		24.00	x	\$3.91	x	1.1918	=	\$111.84
	Equipment Excluded			Materials Excluded							\$111.84
	User Note:										
	Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
	Owner Comments:										
	Contractor Comments:										



Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

12	012220000037		HR	Structural Steel Worker							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		80.00	x	\$86.64	x	1.1918	=	\$8,260.60
		Demo	HR		40.00	x	\$0.00	x	1.1918	=	\$0.00
	Equipment Excluded			Materials Excluded							\$8,260.60
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
13	012220000037	0001	HR	For Foreman, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	HR		80.00	x	\$4.33	x	1.1918	=	\$412.84
	Equipment Excluded			Materials Excluded							\$412.84
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
14	012223000056		WK	20' Electric, Scissor Platform Lift							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	WK		5.00	x	\$349.99	x	1.1918	=	\$2,085.59
	Labor Excluded			Equipment Excluded							\$2,085.59
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
15	012223000058		DAY	25' Electric, Scissor Platform Lift							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	DAY		5.00	x	\$226.04	x	1.1918	=	\$1,346.97
	Labor Excluded			Equipment Excluded							\$1,346.97
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

16	012223000939	WK	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator						
	Accepted								
	Installation	WK		4.00	x	\$4,547.26	x	1.1918	= \$21,677.70
	Equipment Excluded								\$21,677.70
	User Note:								
	Item Note:								
	Owner Comments:								
	Contractor Comments:								
17	012223000945	WK	8,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator						
	Accepted								
	Installation	WK		3.00	x	\$4,686.83	x	1.1918	= \$16,757.29
	Equipment Excluded								\$16,757.29
	User Note:								
	Item Note:								
	Owner Comments:								
	Contractor Comments:								
18	017113000002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck						
	Accepted								
	Installation	EA		4.00	x	\$236.94	x	1.1918	= \$1,129.54
	Materials Excluded								\$1,129.54
	User Note:								
	Item Note:		Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.						
	Owner Comments:								
	Contractor Comments:								
19	017419000016	EA	40 CY Dumpster (5 Ton) "Construction Debris"						
	Accepted								
	Installation	EA		4.00	x	\$814.98	x	1.1918	= \$3,885.17
	Labor Excluded								
	Equipment Excluded								\$3,885.17
	User Note:								
	Item Note:		Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						
	Owner Comments:								
	Contractor Comments:								



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

20	017419000036	TON	General Refuse							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	TON		25.00	x	\$42.61	x	1.1918	=	\$1,269.56
Labor Excluded										
	Equipment Excluded									\$1,269.56
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
02 Existing Conditions							\$564.94				
21	029050000501		ROL	Visqueen 6 Mil							
	<i>Accepted</i>				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	ROL		3.00	x	\$167.39	x	1.1250	=	\$564.94
Labor Excluded		Equipment Excluded									\$564.94
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
05 Metals							\$73,986.14
22	050523001193		EA	#8 Diameter x 1-1/2" Length, 304/18-8 Stainless Steel, Security Screw			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		50.00	x \$2.82	x 1.1250 = \$158.63
							\$158.63
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
23	051223000089		TON	Structural Shapes, Steel Angle A36 Structural Steel, Purlins And Girts (Up To 20 LB/LF)			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	TON		6.00	x \$6,865.96	x 1.1918 = \$49,097.11
		Demo	TON		6.00	x \$2,182.31	x 1.1918 = \$15,605.26
							\$64,702.37
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
24	051223000382		LF	M14 x 18 A992/A36 Structural Steel			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	LF		150.00	x \$45.09	x 1.1918 = \$8,060.74
							\$8,060.74
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
25	051223000385		LF	M8 x 6.5 A992/A36 Structural Steel			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	LF		0.00	x \$18.46	x 1.1918 = \$0.00
		Demo	LF		130.00	x \$6.87	x 1.1918 = \$1,064.40
							\$1,064.40
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
06 Wood, Plastics, and Composites							\$212.06				
26	060523000173		EA	Sill Anchor Embedded In Concrete							
	<i>Accepted</i>				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		25.00	x	\$7.54	x	1.1250	=	\$212.06
											\$212.06
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
07 Thermal And Moisture Protection							\$9,218.57				
27	074113000027		LF	Valley Flashing For Aluminum Exposed Fastener Metal Roofing							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF		250.00	x	\$28.79	x	1.1918	=	\$8,577.98
											\$8,577.98
		User Note:									
		Item Note:									
		Owner Comments:									
		Contractor Comments:									
28	074113000027	0097	LF	For Fluoropolymer (Kynar) Coating, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF		250.00	x	\$2.15	x	1.1918	=	\$640.59
											\$640.59
		Labor Excluded		Equipment Excluded							\$640.59
		User Note:									
		Item Note:									
		Owner Comments:									
		Contractor Comments:									



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
08 Openings							\$93,643.01
29	083323000094		EA	20' x 18', 18 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		5.00	x \$10,975.44	x 1.1918 = \$65,402.65
		Demo	EA		5.00	x \$1,370.31	x 1.1918 = \$8,165.68
							\$73,568.33
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
30	083323000197		LF	Bottom Of Door, Weather Strip Seal For Coiling Doors, Astragal Only			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	LF		100.00	x \$3.00	x 1.1918 = \$357.54
		Demo	LF		100.00	x \$1.04	x 1.1918 = \$123.95
							\$481.49
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
31	083339000203		EA	NEMA 4 Mushroom Remote Pushbutton Control For High-Speed Rolling Doors			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		15.00	x \$165.68	x 1.1918 = \$2,961.86
							\$2,961.86
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
32	083339000208		EA	Reflective Type Photo Eye For High-Speed Rolling Doors			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		5.00	x \$423.34	x 1.1918 = \$2,522.68
							\$2,522.68
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

33	083339000209	EA	Thru-Beam Type Photo Eye For High-Speed Rolling Doors							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		5.00	x	\$553.46	x	1.1918	=	\$3,298.07
	Demo	EA		5.00	x	\$37.37	x	1.1918	=	\$222.69
										\$3,520.76

User Note:

Item Note:

Owner Comments:

Contractor Comments:

34	083613000163	EA	Electric Chain Lift Operator For Sectional Overhead Doors							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		5.00	x	\$1,776.79	x	1.1918	=	\$10,587.89
	Demo	EA		5.00	x	\$0.00	x	1.1918	=	\$0.00
										\$10,587.89

User Note:

Item Note: Includes motor, supports, push button operator, stationary electronic eye, signal wiring from eye to motor and motor to operator.

Owner Comments:

Contractor Comments:



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
09 Finishes							\$1,533.14				
35	099113000476		SF	Paint Exterior Miscellaneous Metal Surfaces, 1 Coat Alkyd Primer, Brush/Roller Work							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$0.80	x	1.1250	=	\$270.00
	Equipment Excluded										\$270.00
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
36	099113000476	0239	SF	For Epoxy Paint, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$0.08	x	1.1250	=	\$27.00
	Equipment Excluded										\$27.00
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
37	099113000478		SF	Paint Exterior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel, Brush/Roller Work							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$1.56	x	1.1250	=	\$526.50
	Equipment Excluded										\$526.50
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
38	099113000478	0239	SF	For Epoxy Paint, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$0.12	x	1.1250	=	\$40.50
	Equipment Excluded										\$40.50
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

39	099133000052		GAL	2 Component Solvent Based Polyester Epoxy							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	GAL		1.00	x	\$72.78	x	1.1250	=	\$81.88
Labor Excluded											
		Equipment Excluded									\$81.88
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
40	099143000016		SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$0.53	x	1.1250	=	\$178.88
											\$178.88
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
41	099143000016	0322	SF	For >250 To 500, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$0.06	x	1.1250	=	\$20.25
											\$20.25
	Equipment Excluded										
		Materials Excluded									\$20.25
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
42	099143000019		SF	Power Tool Cleaning, Metal Surfaces, Surface Preparation							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$1.00	x	1.1250	=	\$337.50
											\$337.50
		Materials Excluded									\$337.50
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
43	099143000019	0322	SF	For >250 To 500, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		300.00	x	\$0.15	x	1.1250	=	\$50.63
											\$50.63
		Equipment Excluded									
		Materials Excluded									\$50.63
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
13 Special Construction							\$2,317.82				
44	134863000002		EA	4-Bolt Deck Anchor Connection For Seismic Brace							
	<i>Accepted</i>				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		18.00	x	\$114.46	x	1.1250	=	\$2,317.82
\$2,317.82											

User Note:

Item Note: Includes drilling into concrete, bolts, anchor plate, seismic bracket attached with bolt, nut and washer.

Owner Comments:

Contractor Comments:



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
26 Electrical							\$30,464.08
45	260120910003		EA	Lock Out/Tag Out Breaker Or Motor Starter			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		30.00	x \$18.18	x 1.1250 = \$613.58
		Materials Excluded					\$613.58
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
46	260120910004		EA	Lock Out/Tag Out Tags			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		30.00	x \$3.94	x 1.1250 = \$132.98
		Materials Excluded					\$132.98
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
47	260513000057		MLF	500 MCM Cable, EPR, 5 KV, Placed In Conduit, Shielded, Single Copper Conductor			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	MLF		1.00	x \$13,872.43	x 1.1918 = \$16,533.16
		Demo	MLF		1.00	x \$1,970.47	x 1.1918 = \$2,348.41
		Materials Excluded					\$18,881.57
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						
48	260513000229		EA	500 MCM Crimp Compression Connection For Bare Aluminum Wire			
	Accepted				Quantity	x Unit Price	x Factor = LineTotal
		Installation	EA		35.00	x \$189.48	x 1.1918 = \$7,903.78
		Demo	EA		35.00	x \$0.00	x 1.1918 = \$0.00
		Materials Excluded					\$7,903.78
	User Note:						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

49	260519160017	MLF	#14 AWG Cable - Type XHHW, 600 Volt Copper, Single Solid, Placed In Conduit						
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	MLF	1.50	x	\$543.97	x	1.1250	=	\$917.95
	Demo	MLF	1.50	x	\$161.04	x	1.1250	=	\$271.76
									\$1,189.71

User Note:

Item Note:

Owner Comments:

Contractor Comments:

50	260519160019	MLF	#10 AWG Cable - Type XHHW, 600 Volt Copper, Single Solid, Placed In Conduit						
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	MLF	1.50	x	\$800.93	x	1.1250	=	\$1,351.57
	Demo	MLF	1.50	x	\$231.64	x	1.1250	=	\$390.89
									\$1,742.46

User Note:

Item Note:

Owner Comments:

Contractor Comments:



Price Proposal Detail

By Division Report

Version: 2.0

Approved 08/27/2021 10:25:12 AM PST

Job: MTSJOC275-15.05: Building C Rollup Doors - Phase II

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
34 Transportation							\$873.56				
51	340543000302		EA	Drill Out 1" Diameter Fastener/Anchor In Concrete							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		25.00	x	\$31.06	x	1.1250	=	\$873.56
											\$873.56
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
Total:										\$299,986.94	
Proposal Total:										\$299,986.94	
The Percentage of Non Pre-Priced on this Proposal:										0.00%	

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
 San Diego, CA 92101

Subcontractor Report

Date: 9/23/2021

Job Order Contracting

Contract #: PWG275.0-19
Job Order #: MTSJOC275-15.05
Job Order Title: Building C Rollup Doors - Phase II
Location: Building C
Contractor: ABC General Inc.
Subcontractors: Overhead Door Company of The Inland Empire
 Richardson steel
 the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Overhead Door Company of The Inland Empire 12401 S La Cadena Dr., Colton, CA 92324	492369	Overhead Doors		\$69,000.00	23.00%
Richardson steel 9102 Harness Street, spring valley, CA 91977	756989	Structural steel		\$27,000.00	9.00%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$30,000.00	10.00%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 14, 2021

SUBJECT:

**APPROVE THE FISCAL YEAR (FY) 2021-22 STATE TRANSIT ASSISTANCE (STA) CLAIM
AND STA INTEREST CLAIM**

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors adopt Resolution No. 21-17 (Attachment A) approving the FY 2021-22 STA claim and withdrawal of available interest balance.

Budget Impact

The FY 2021-22 STA claim would result in the approval of \$28,206,266 in FY 2021-22 STA funds and \$51,947.71 in STA interest for MTS to be utilized in the FY 2022 operating and capital budgets.

DISCUSSION:

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

The California State Controller's Office (SCO) projects total sales tax revenues for the coming fiscal year and the resulting STA revenue pool, and then estimates the allocation to each transportation entity. The SCO projects MTS will receive FY 2021-22 STA funding of \$28,206,266 (Attachment B), along with available interest of \$51,947.71.



State law and MTS Policy No. 20, "Allocation of State Transit Assistance Funds" requires that priority consideration be given to STA claims for the following purposes:

- to enhance existing public transportation services;
- to meet priority regional, county, or area-wide public transportation needs;
- to offset reductions in federal operating assistance and unanticipated increases in fuel costs.

STA revenues have been volatile in the past, and for that reason, the MTS Board has taken a conservative approach to using and programming these funds. Typically, the majority of these revenues are directed into the MTS CIP. For FY 2022, the MTS Board of Directors has approved \$11.8M into the FY 2022 Capital Improvement Program and the balance is earmarked for the FY 2022 Operating Budget.

Since these STA revenue allocations are based on sales tax revenue projections, in certain instances, it may be necessary to revise the original STA claim. MTS will claim up to the amount authorized by the attached Board resolution (Attachment A), and any revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, the un-programmed amount will be discussed with the Budget Development Committee and the MTS Board.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution No. 21-17 (Attachment A) approving the FY 2021-22 STA claim and withdrawal of available interest balance.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. MTS Resolution No. 21-17
B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 21-17

Resolution Approving the MTS Area Fiscal Year 2021-22 STA Claim

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that its eligible STA allocation for Fiscal year 2021-22 is \$28,206,266 and \$51,947.71 in interest; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan and Transportation Improvement Program*; and

WHEREAS MTS is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportations funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from fare revenue requirements through fiscal years 2021-2022 and 2022-2023); and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from efficiency standards through fiscal years 2021-2022 and 2022-2023);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2021-22 STA amounts totaling \$28,206,266 and \$51,947.71 in interest.

PASSED AND ADOPTED by the Board this 14th day of October 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairman
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Office of the Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution 21-17



BETTY T. YEE
California State Controller

July 30, 2021

County Auditors Responsible for State Transit Assistance Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2021-22 State Transit Assistance Allocation Revised Estimate

Enclosed is a revised summary schedule of State Transit Assistance (STA) funds estimated to be allocated for fiscal year (FY) 2021-22 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 STA Allocation Estimate, dated July 30, 2021. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

According to the FY 2021-22 enacted California Budget, the estimated amount of STA funds budgeted is \$669,172,000. SCO anticipates the first quarter's allocation will be paid by November 30, 2021. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information.

Sincerely,

Melma
Dizon

Digitally signed
by Melma Dizon
Date: 2021.07.30
18:04:12 -07'00'

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

STATE CONTROLLER'S OFFICE Att. B, AI 17, 10/14/2021
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE
SUMMARY
JULY 30, 2021

Regional Entity	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)		PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b)		PUC 99314 Fiscal Year 2021-22 Estimate	Total Fiscal Year 2021-22 Estimate
	Fiscal Year 2021-22 Estimate	Fiscal Year 2021-22 Estimate	Fiscal Year 2021-22 Estimate	Fiscal Year 2021-22 Estimate	C	D= (A+B+C)
	A	B				
Metropolitan Transportation Commission	\$ 35,812,510	\$ 29,490,928	\$ 179,286,505	\$ 244,589,943		
Sacramento Area Council of Governments	9,108,670	7,500,818	5,798,607	22,408,095		
San Diego Association of Governments	4,445,470	3,660,761	1,993,030	10,099,261		
San Diego Metropolitan Transit System	10,968,355	9,032,233	8,205,678	28,206,266		
Tahoe Regional Planning Agency	502,406	413,722	52,871	968,999		
Alpine County Transportation Commission	5,278	4,346	753	10,377		
Amador County Transportation Commission	173,771	143,098	11,986	328,855		
Butte County Association of Governments	942,239	775,916	95,385	1,813,540		
Calaveras County Local Transportation Commission	209,379	172,420	4,665	386,464		
Colusa County Local Transportation Commission	103,434	85,176	8,275	196,885		
Del Norte County Local Transportation Commission	125,290	103,174	12,013	240,477		
El Dorado County Local Transportation Commission	809,432	666,552	101,635	1,577,619		
Fresno County Council of Governments	4,773,198	3,930,639	1,564,527	10,268,364		
Glenn County Local Transportation Commission	137,982	113,626	6,993	258,601		
Humboldt County Association of Governments	608,346	500,962	192,450	1,301,758		
Imperial County Transportation Commission	864,901	712,229	145,849	1,722,979		
Inyo County Local Transportation Commission	86,302	71,068	0	157,370		
Kern Council of Governments	4,250,224	3,499,980	475,399	8,225,603		
Kings County Association of Governments	709,196	584,010	52,008	1,345,214		
Lake County/City Council of Governments	297,267	244,794	29,300	571,361		
Lassen County Local Transportation Commission	128,186	105,559	10,976	244,721		
Los Angeles County Metropolitan Transportation Authority	46,698,235	38,455,117	110,830,963	195,984,315		
Madera County Local Transportation Commission	736,770	606,716	44,731	1,388,217		
Mariposa County Local Transportation Commission	83,857	69,054	4,288	157,199		
Mendocino Council of Governments	402,938	331,811	56,251	791,000		
Merced County Association of Governments	1,324,247	1,090,492	116,533	2,531,272		
Modoc County Local Transportation Commission	44,125	36,336	6,324	86,785		
Mono County Local Transportation Commission	61,811	50,900	165,884	278,595		
Transportation Agency for Monterey County	2,033,159	1,674,268	1,153,426	4,860,853		
Nevada County Local Transportation Commission	453,134	373,148	40,655	866,937		
Orange County Transportation Authority	14,662,336	12,074,157	9,679,267	36,415,760		
Placer County Transportation Planning Agency	1,479,310	1,218,184	388,114	3,085,608		
Plumas County Local Transportation Commission	84,224	69,357	25,082	178,663		
Riverside County Transportation Commission	11,411,131	9,396,851	3,405,936	24,213,918		
Council of San Benito County Governments	295,342	243,209	8,891	547,442		
San Bernardino County Transportation Authority	10,116,137	8,330,448	3,949,972	22,396,557		
San Joaquin Council of Governments	3,642,770	2,999,753	1,515,830	8,158,353		
San Luis Obispo Area Council of Governments	1,260,720	1,038,180	164,765	2,463,665		
Santa Barbara County Association of Governments	2,051,077	1,689,023	958,906	4,699,006		
Santa Cruz County Transportation Commission	1,213,964	999,676	2,049,030	4,262,670		
Shasta Regional Transportation Agency	826,606	680,694	79,756	1,587,056		
Sierra County Local Transportation Commission	14,827	12,210	1,043	28,080		
Siskiyou County Local Transportation Commission	206,097	169,717	15,937	391,751		
Stanislaus Council of Governments	2,584,781	2,128,518	266,545	4,979,844		
Tehama County Transportation Commission	303,841	250,207	11,429	565,477		
Trinity County Transportation Commission	62,926	51,819	4,477	119,222		
Tulare County Association of Governments	2,239,651	1,844,310	429,271	4,513,232		
Tuolumne County Transportation Council	248,567	204,690	11,937	465,194		
Ventura County Transportation Commission	3,883,081	3,197,644	1,151,852	8,232,577		
Subtotals	\$ 183,487,500	\$ 151,098,500				
State Totals		\$ 334,586,000	\$ 334,586,000	\$ 669,172,000		

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2021-22 Estimate A	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2021-22 Estimate B	Total Fiscal Year 2021-22 Estimate C= (A+B)
Altamont Corridor Express*				
Alameda County Congestion Management Agency	\$ NA	\$ 143,512	\$ 118,179	\$ 261,691
Santa Clara Valley Transportation Authority	NA	82,795	68,181	150,976
San Joaquin Regional Rail Commission	NA	463,654	381,810	845,464
Regional Entity Totals	0	689,961	568,170	1,258,131
	0	(689,961)	(568,170)	(1,258,131)
Metropolitan Transportation Commission				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	65,467,526	53,911,275	119,378,801
Central Contra Costa Transit Authority	12,684,408	408,576	336,455	745,031
City of Dixon	123,850	3,989	3,285	7,274
Eastern Contra Costa Transit Authority	6,132,724	197,540	162,671	360,211
City of Fairfield	2,250,751	72,499	59,701	132,200
Golden Gate Bridge Highway and Transportation District	138,827,667	4,471,762	3,682,412	8,154,174
Livermore-Amador Valley Transit Authority	6,084,421	195,985	161,390	357,375
Marin County Transit District	23,726,064	764,238	629,335	1,393,573
Napa Valley Transportation Authority	1,722,522	55,484	45,690	101,174
Peninsula Corridor Joint Powers Board	144,681,126	4,660,307	3,837,675	8,497,982
City of Petaluma	739,065	23,806	19,604	43,410
City of Rio Vista	39,373	1,268	1,044	2,312
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	1,270,786	1,046,469	2,317,255
San Mateo County Transit District	145,105,738	4,673,984	3,848,938	8,522,922
Santa Clara Valley Transportation Authority	439,800,215	14,166,354	11,665,726	25,832,080
City of Santa Rosa	2,483,478	79,995	65,874	145,869
Solano County Transit	5,290,076	170,398	140,320	310,718
County of Sonoma	3,459,517	111,434	91,764	203,198
Sonoma-Marin Area Rail Transit District	29,993,581	966,120	795,581	1,761,701
City of Union City	1,879,467	60,539	49,853	110,392
City of Vacaville	402,817	12,975	10,685	23,660
Western Contra Costa Transit Authority	8,044,931	259,134	213,392	472,526
Regional Entity Subtotals	3,045,389,776	98,094,699	80,779,139	178,873,838
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	143,512	118,179	261,691
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	82,795	68,181	150,976
Regional Entity Totals	3,045,389,776	98,321,006	80,965,499	179,286,505
Sacramento Area Council of Governments				
City of Davis (Unitrans)	2,957,630	95,268	78,451	173,719
City of Elk Grove	2,129,534	68,594	56,486	125,080
County of Sacramento	1,189,071	38,301	31,540	69,841
Sacramento Regional Transit System	86,413,727	2,783,463	2,292,129	5,075,592
Yolo County Transportation District	4,689,895	151,066	124,400	275,466
Yuba Sutter Transit Authority	1,343,449	43,274	35,635	78,909
Regional Entity Totals	98,723,306	3,179,966	2,618,641	5,798,607

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2021-22 Estimate
		Fiscal Year 2021-22 Estimate A	Fiscal Year 2021-22 Estimate B	C= (A+B)
San Diego Association of Governments North County Transit District	33,932,036	1,092,981	900,049	1,993,030
San Diego Metropolitan Transit System				
San Diego Metropolitan Transit System	33,958,141	1,093,822	900,742	1,994,564
San Diego Transit Corporation	62,951,421	2,027,721	1,669,790	3,697,511
San Diego Trolley, Inc.	42,794,978	1,378,464	1,135,139	2,513,603
Regional Entity Totals	139,704,540	4,500,007	3,705,671	8,205,678
Southern California Regional Rail Authority***				
Los Angeles County Metropolitan Transportation Authority	NA	3,823,984	3,148,978	6,972,962
Orange County Transportation Authority	NA	1,679,287	1,382,861	3,062,148
Riverside County Transportation Commission	NA	854,521	703,682	1,558,203
San Bernardino County Transportation Authority	NA	862,914	710,594	1,573,508
Ventura County Transportation Commission	NA	408,950	336,763	745,713
Regional Entity Totals	0	7,629,656	6,282,878	13,912,534
	0	(7,629,656)	(6,282,878)	(13,912,534)
Tahoe Regional Planning Agency Tahoe Transportation District	900,147	28,995	23,876	52,871
Alpine County Transportation Commission County of Alpine	12,816	413	340	753
Amador County Transportation Commission Amador Transit	204,076	6,573	5,413	11,986
Butte County Association of Governments				
Butte Regional Transit	1,601,714	51,593	42,486	94,079
City of Gridley - Specialized Service	22,232	716	590	1,306
Regional Entity Totals	1,623,946	52,309	43,076	95,385
Calaveras County Local Transportation Commission Calaveras Transit Agency	79,417	2,558	2,107	4,665
Colusa County Local Transportation Commission County of Colusa	140,877	4,538	3,737	8,275
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	204,530	6,588	5,425	12,013
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,730,379	55,737	45,898	101,635

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)		Funds from RTC Sections 6051.8(b), and 6201.8(b)		Total Fiscal Year 2021-22 Estimate
		Fiscal Year 2021-22 Estimate A	Fiscal Year 2021-22 Estimate B	Fiscal Year 2021-22 Estimate C	Fiscal Year 2021-22 Estimate D	C = (A+B)
Fresno County Council of Governments						
City of Clovis	1,770,328	57,024	46,958			103,982
City of Fresno	22,991,076	740,563	609,840			1,350,403
Fresno County Rural Transit Agency	1,875,194	60,402	49,740			110,142
Regional Entity Totals	26,636,598	857,989	706,538			1,564,527
Glenn County Local Transportation Commission						
County of Glenn Transit Service	119,071	3,835	3,158			6,993
Humboldt County Association of Governments						
City of Arcata	213,054	6,863	5,651			12,514
Humboldt Transit Authority	3,063,481	98,677	81,259			179,936
Regional Entity Totals	3,276,535	105,540	86,910			192,450
Imperial County Transportation Commission						
Imperial County Transportation Commission	2,462,028	79,304	65,305			144,609
Quechan Indian Tribe	21,107	680	560			1,240
Regional Entity Totals	2,483,135	79,984	65,865			145,849
Inyo County Local Transportation Commission	None	None	None			None
Kern Council of Governments						
City of Arvin	62,152	2,002	1,649			3,651
City of California City	25,760	830	683			1,513
City of Delano	279,451	9,001	7,412			16,413
Golden Empire Transit District	5,882,508	189,481	156,034			345,515
County of Kern	1,194,767	38,485	31,691			70,176
City of McFarland	12,106	390	321			711
City of Ridgecrest	159,250	5,130	4,224			9,354
City of Shafter	57,568	1,854	1,527			3,381
City of Taft	360,169	11,601	9,554			21,155
City of Tehachapi	28,252	910	749			1,659
City of Wasco	31,839	1,026	845			1,871
Regional Entity Totals	8,093,822	260,710	214,689			475,399
Kings County Association of Governments						
City of Corcoran	122,620	3,950	3,253			7,203
Kings County Area Public Transit Agency	762,823	24,571	20,234			44,805
Regional Entity Totals	885,443	28,521	23,487			52,008
Lake County/City Council of Governments						
Lake Transit Authority	498,852	16,068	13,232			29,300
Lassen County Local Transportation Commission						
Lassen Transit Service Agency	186,872	6,019	4,957			10,976

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2021-22 Estimate A	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2021-22 Estimate B	Total Fiscal Year 2021-22 Estimate C= (A+B)
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	20,326,872	654,747	539,171	1,193,918
City of Arcadia	1,607,131	51,767	42,629	94,396
City of Burbank	3,769,842	121,430	99,995	221,425
City of Claremont	456,234	14,696	12,102	26,798
City of Commerce	4,235,696	136,436	112,352	248,788
City of Culver City	15,278,536	492,135	405,264	897,399
Foothill Transit	67,815,955	2,184,412	1,798,822	3,983,234
City of Gardena	13,772,242	443,616	365,310	808,926
City of Glendale	8,225,171	264,940	218,173	483,113
City of La Mirada	874,670	28,174	23,201	51,375
Long Beach Public Transportation Company	60,542,189	1,950,118	1,605,885	3,556,003
City of Los Angeles	98,801,791	3,182,493	2,620,723	5,803,216
County of Los Angeles	6,316,927	203,474	167,557	371,031
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	42,913,703	35,338,626	78,252,329
City of Montebello	20,096,742	647,334	533,067	1,180,401
City of Norwalk	9,188,277	295,963	243,720	539,683
City of Pasadena	7,704,457	248,167	204,361	452,528
City of Redondo Beach	2,905,619	93,593	77,072	170,665
City of Santa Clarita	26,010,198	837,812	689,922	1,527,734
City of Santa Monica	47,544,183	1,531,440	1,261,112	2,792,552
Southern California Regional Rail Authority***	236,865,779	NA	NA	NA
City of Torrance	20,472,763	659,446	543,041	1,202,487
Regional Entity Subtotals	2,005,084,609	56,955,896	46,902,105	103,858,001
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	3,823,984	3,148,978	6,972,962
Regional Entity Totals	2,005,084,609	60,779,880	50,051,083	110,830,963
Madera County Local Transportation Commission				
City of Chowchilla	524,476	16,894	13,912	30,806
City of Madera	169,785	5,469	4,504	9,973
County of Madera	67,286	2,167	1,785	3,952
Regional Entity Totals	761,547	24,530	20,201	44,731
Mariposa County Local Transportation Commission				
County of Mariposa	73,004	2,352	1,936	4,288
Mendocino Council of Governments				
Mendocino Transit Authority	957,692	30,848	25,403	56,251
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,025,125	33,020	27,191	60,211
Yosemite Area Regional Transportation System (YARTS)	958,913	30,887	25,435	56,322
Regional Entity Totals	1,984,038	63,907	52,626	116,533
Modoc County Local Transportation Commission				
Modoc Transportation Agency - Specialized Service	107,653	3,468	2,856	6,324

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2021-22 Estimate
		Fiscal Year 2021-22 Estimate A	Fiscal Year 2021-22 Estimate B	C= (A+B)
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	90,971	74,913	165,884
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	632,541	520,885	1,153,426
Nevada County Local Transportation Commission County of Nevada	369,077	11,888	9,790	21,678
City of Truckee	323,083	10,407	8,570	18,977
Regional Entity Totals	692,160	22,295	18,360	40,655
Orange County Transportation Authority City of Laguna Beach	1,910,271	61,532	50,670	112,202
Orange County Transportation Authority	110,748,483	3,567,307	2,937,610	6,504,917
Regional Entity Subtotals	112,658,754	3,628,839	2,988,280	6,617,119
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	1,679,287	1,382,861	3,062,148
Regional Entity Totals	112,658,754	5,308,126	4,371,141	9,679,267
Placer County Transportation Planning Agency City of Auburn	21,830	703	579	1,282
County of Placer	5,410,141	174,265	143,504	317,769
City of Roseville	1,175,827	37,874	31,189	69,063
Regional Entity Totals	6,607,798	212,842	175,272	388,114
Plumas County Local Transportation Commission County of Plumas	346,829	11,172	9,200	20,372
County Service Area 12 - Specialized Service	80,198	2,583	2,127	4,710
Regional Entity Totals	427,027	13,755	11,327	25,082
Riverside County Transportation Commission City of Banning	208,349	6,711	5,526	12,237
City of Beaumont	318,557	10,261	8,450	18,711
City of Corona	426,555	13,740	11,314	25,054
Palo Verde Valley Transit Agency	175,762	5,661	4,662	10,323
City of Riverside - Specialized Service	493,635	15,900	13,094	28,994
Riverside Transit Agency	18,329,390	590,406	486,188	1,076,594
Sunline Transit Agency	11,506,078	370,621	305,199	675,820
Regional Entity Subtotals	31,458,326	1,013,300	834,433	1,847,733
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	854,521	703,682	1,558,203
Regional Entity Totals	31,458,326	1,867,821	1,538,115	3,405,936
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	4,876	4,015	8,891

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

<u>Regional Entity and Operator(s)</u>	<u>Revenue Basis</u>	<u>Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2021-22 Estimate</u>	<u>Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2021-22 Estimate</u>	<u>Total Fiscal Year 2021-22 Estimate</u>
		<u>A</u>	<u>B</u>	<u>C= (A+B)</u>
San Bernardino County Transportation Authority				
Morongo Basin Transit Authority	1,027,787	33,106	27,262	60,368
Mountain Area Regional Transit Authority	564,732	18,191	14,980	33,171
City of Needles	58,190	1,874	1,543	3,417
Omnitrans	34,279,207	1,104,164	909,258	2,013,422
Victor Valley Transit Authority	4,530,204	145,922	120,164	266,086
Regional Entity Subtotals	40,460,120	1,303,257	1,073,207	2,376,464
San Bernardino County Transportation Authority - Corresponding to SCRR****	NA	862,914	710,594	1,573,508
Regional Entity Totals	40,460,120	2,166,171	1,783,801	3,949,972
San Joaquin Council of Governments				
Altamont Corridor Express *	21,420,132	NA	NA	NA
City of Escalon	51,911	1,672	1,377	3,049
City of Lodi	887,825	28,598	23,550	52,148
City of Manteca	77,826	2,507	2,064	4,571
City of Ripon	44,345	1,428	1,176	2,604
San Joaquin Regional Transit District	10,156,807	327,160	269,410	596,570
City of Tracy	194,489	6,265	5,159	11,424
Regional Entity Subtotals	32,833,335	367,630	302,736	670,366
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	463,654	381,810	845,464
Regional Entity Totals	32,833,335	831,284	684,546	1,515,830
San Luis Obispo Area Council of Governments				
City of Arroyo Grande - Specialized Service	0	0	0	0
City of Atascadero	37,783	1,217	1,002	2,219
City of Morro Bay	42,401	1,366	1,125	2,491
City of Pismo Beach - Specialized Service	0	0	0	0
City of San Luis Obispo Transit	821,105	26,449	21,780	48,229
San Luis Obispo Regional Transit Authority	1,673,045	53,890	44,378	98,268
South County Transit	230,837	7,435	6,123	13,558
Regional Entity Totals	2,805,171	90,357	74,408	164,765
Santa Barbara County Association of Governments				
City of Guadalupe	69,525	2,239	1,844	4,083
City of Lompoc	136,501	4,397	3,621	8,018
County of Santa Barbara	0	0	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	52,196	42,983	95,179
Santa Barbara Metropolitan Transit District	13,488,703	434,483	357,789	792,272
City of Santa Maria	906,214	29,190	24,037	53,227
City of Solvang	104,313	3,360	2,767	6,127
Regional Entity Totals	16,325,709	525,865	433,041	958,906
Santa Cruz County Transportation Commission				
Santa Cruz Metropolitan Transit District	34,885,448	1,123,691	925,339	2,049,030

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

**** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JULY 30, 2021

<u>Regional Entity and Operator(s)</u>	<u>Revenue Basis</u>	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) <u>Fiscal Year 2021-22 Estimate</u>	Funds from RTC Sections 6051.8(b), and 6201.8(b) <u>Fiscal Year 2021-22 Estimate</u>	Total Fiscal Year 2021-22 Estimate <u>C= (A+B)</u>
		<u>A</u>	<u>B</u>	
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	43,738	36,018	79,756
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	572	471	1,043
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	8,740	7,197	15,937
Stanislaus Council of Governments City of Ceres	70,776	2,280	1,877	4,157
City of Modesto	3,366,714	108,445	89,302	197,747
County of Stanislaus	806,855	25,990	21,402	47,392
City of Turlock	293,666	9,459	7,790	17,249
Regional Entity Totals	<u>4,538,011</u>	<u>146,174</u>	<u>120,371</u>	<u>266,545</u>
Tehama County Transportation Commission County of Tehama	194,589	6,268	5,161	11,429
Trinity County Transportation Commission County of Trinity	76,212	2,455	2,022	4,477
Tulare County Association of Governments City of Dinuba	276,368	8,902	7,331	16,233
City of Porterville	846,792	27,276	22,461	49,737
City of Tulare	589,094	18,975	15,626	34,601
County of Tulare	1,191,032	38,364	31,592	69,956
City of Visalia	4,391,535	141,455	116,486	257,941
City of Woodlake	13,667	440	363	803
Regional Entity Totals	<u>7,308,488</u>	<u>235,412</u>	<u>193,859</u>	<u>429,271</u>
Tuolumne County Transportation Council County of Tuolumne	203,234	6,546	5,391	11,937
Ventura County Transportation Commission City of Camarillo	751,079	24,193	19,922	44,115
Gold Coast Transit District	4,272,461	137,620	113,327	250,947
City of Moorpark	299,991	9,663	7,957	17,620
City of Simi Valley	1,167,392	37,603	30,965	68,568
City of Thousand Oaks	423,749	13,649	11,240	24,889
Regional Entity Subtotals	<u>6,914,672</u>	<u>222,728</u>	<u>183,411</u>	<u>406,139</u>
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	408,950	336,763	745,713
Regional Entity Totals	<u>6,914,672</u>	<u>631,678</u>	<u>520,174</u>	<u>1,151,852</u>
STATE TOTALS	<u>\$ 5,696,443,829</u>	<u>\$ 183,487,500</u>	<u>\$ 151,098,500</u>	<u>\$ 334,586,000</u>

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/07/2021

Agenda Item No. 18

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

October 7, 2021

SUBJECT:

**SAN YSIDRO TRANSIT CENTER PLANNING & DESIGN/SAN YSIDRO MOBILITY HUB
PLANNING**

**AGENDA ITEM WILL
BE PROVIDED
BEFORE BOARD
MEETING**

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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.

