



**Metropolitan  
Transit  
System**

## Agenda

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

July 21, 2022

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](mailto:ClerkoftheBoard@sdmts.com) at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '[Meeting Link and Webinar Instructions](#).' 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](mailto:ClerkoftheBoard@sdmts.com) al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo '[Meeting Link and Webinar Instructions](#).' Use este enlace para acceder la reunión virtual: <https://zoom.us/j/98288032362>

### ACTION RECOMMENDED

1. Roll Call

2. [Approval of Minutes - June 16, 2022](#)

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  
Action would authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings: 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.”
7. [Amendment to Chief Executive Officer Employment Agreement](#) Approve  
Action would approve an amendment to the Executive Employment Agreement (EEA) between MTS and Sharon Cooney to provide a base salary increase and a merit bonus.
8. [Adoption of Amended 2022 Conflict of Interest Code](#) Approve  
Action would 1) Adopt Resolution No. 22-06 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2022 MTS Conflict of Interest Code; and 3) Forward the amended 2022 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body).
9. [Legal Services – Contract Amendments to Increase Funds for Projected Expenses in Fiscal Year 2023](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein increasing the dollar amounts of fifteen (15) legal services contracts by \$1,865,000.00 to cover anticipated Fiscal Year 2023 (FY 23) expenses.
10. [Skid Steer Purchase & Delivery – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. L1620.0-22 with Miramar Bobcat, LLC, at \$159,056.41, for the purchase and delivery of a skid steer; and 2) Exercise the option to purchase the equipment options within the CEO’s discretion.
11. [Pyramid Building Initial Cleanup and Repairs – Work Order](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-17 to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC) in the amount of \$179,476.83, for the rehabilitation of the Pyramid Building.
12. [Davra Networks Ruban Software Reporting and Analytics, Server Migration and System Enhancements – Contract Amendment](#) Approve  
Action would authorize authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A), with Davra Networks, increasing the contract value in the amount of \$666,400.00, bringing the contract total to \$2,216,400.00

(Attachment B) and based on the changes to the scope, extend the agreement from December 1, 2022 through December 31, 2023.

- |     |  |         |
|-----|--|---------|
| 13. | <a href="#"><u>Security Services Uniforms – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2608.0-22 to Ace Uniforms, LLC dba Ace Uniforms, a Small Business (SB), for Security Services Uniforms for a five (5) year term in the amount of \$416,449.44.   | Approve |
| 14. | <a href="#"><u>Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA353-AE-01 under MTS Doc No. PWL353.0-22 with Dokken Engineering, Inc. (Dokken) in the amount of \$335,731.23 to provide engineering design services for Phase 1 of the IAD electric bus charging infrastructure project. | Approve |
| 15. | <a href="#"><u>Vehicle Paint Supply – Sole Source Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2610.0-22 with Annex Warehouse Co. Inc. (Annex), for the provision of vehicle paint in the amount of \$202,743.48 for a period of two (2) years.   | Approve |
| 16. | <a href="#"><u>AT&amp;T CALNET – Add Cloud-Hosted Interactive Voice Response (IVR) Five9 – Contract Amendment</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. G2510.0-22, with AT&T Corp., increasing the contract value in the amount of \$1,052,132.19, bringing the contract total to \$4,136,927.19 with no changes to the term of the agreement.                         | Approve |
| 17. | <a href="#"><u>Vector Environmental Health and Safety (EHS) Management Software – Sole Source Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2647.0-23 with RedVector.com LLC (RedVector), in the amount of \$155,145 for 5-years of licensing, maintenance and support of Vector EHS Management.   | Approve |

#### CLOSED SESSION

24. None.

#### NOTICED PUBLIC HEARINGS

25. None.

## DISCUSSION ITEMS

30. [Bus Procurement: Low Floor Compressed Natural Gas \(CNG\) and Battery Electric Buses \(BEB\) – Contract Award \(Michael Wygant, Claudine Aquino, Larry Marinesi\)](#) Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute the following contracts with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

Attachment #	Contract #	Group	Description	Base quantity up to	Option quantity up to	Total Amount
A-1	B0746.0-22	A	40ft CNG	138	50	\$152,475,675.09
A-3	B0747.0-22	B	40ft BEB	91	50	\$170,804,314.53
A-5	B0748.0-22	C	60ft CNG	30	40	\$96,279,531.73
A-7	B0749.0-22	D	60ft BEB	34	40	\$149,543,816.51
Not-to-exceed total amount						\$569,103,337.86

## REPORT ITEMS

45. [Inter-Con Security Transition Update \(Al Stiehler\)](#) Informational
46. [Operations Budget Status Report for May 2022 \(Gordon Meyer\)](#) Informational

## OTHER ITEMS

60. [Chair Report](#) Informational
61. [Chief Executive Officer's Report](#) Informational
62. [Board Member Communications](#) Informational
63. [Additional Public Comments Not on the Agenda](#)  
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.
64. [Next Meeting Date](#): September 15, 2022.
65. [Adjournment](#)

# MINUTES

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

June 16, 2022

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

1. Roll Call

Chair Fletcher called the Board meeting to order at 9:05 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Board Member Sandke moved to approve the minutes of the May 12, 2022, MTS Board of Directors meeting. Board Member Elo-Rivera seconded the motion, and the vote was 14 to 0 in favor with Board Member Galvez absent.

3. Public Comment

*Clive Richard* – Provided a verbal statement to the Board during the meeting. Richard was concerned about the debris hazard from a broken digital display at a bus shelter at San Diego State University.

*Nate Fairman* – Business Manager for local IBEW 465 made a verbal statement to the Board during the meeting. Fairman was concerned about the slated compressed natural gas (CNG) bus procurement and advocated for the purchase of electric buses. Fairman acknowledged the infrastructure and driver shortage obstacles the agency faces.

### CONSENT ITEMS:

6. Authorization of Remote Teleconferenced Meetings

Action would authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings: 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.”

7. Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments

8. Employee Background and Reference Investigation Services – Contract Amendment

Action would 1) Ratify Amendment No. 1 to MTS Doc. No. G1800.1-15 with Kristy Investigative Services, Inc. in the amount of \$64,505.00 (\$53,000.00 option years plus \$11,505.00 additional funds); and 2) Ratify Amendment No. 2 to MTS Doc. No. G1800.2-15 with Kristy Investigative Services, Inc. in the amount of \$24,165.50; and 3) Ratify Amendment No. 3 to MTS Doc. No. G1800.3-15 with Kristy Investigative Services, Inc. in the amount of \$25,000.00; and 4) Ratify Amendment No. 5 to MTS Doc. No. G1800.5-15 with Kristy Investigative Services, Inc. in the amount of \$39,328.50; and 5) Authorize the Chief Executive Officer (CEO) to execute

Amendment No. 6 to MTS Doc. No. G1800.6-15, with Kristy Investigative Services, Inc. to extend the contract through December 31, 2022 and add additional funds of \$28,500.00 for employee background and reference investigation services.

9. Light Rail Vehicle (LRV) Router Upgrade – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2583.0-22 to Wireless Investors, LLC dba Ensemble Solutions Group (ESG) for LRV Router Upgrade in the amount of \$475,399.46.
10. Fare Collection – Contract Amendments  
Action would 1) Ratify Amendment 10 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), in the amount of (\$902.11) as shown in; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment 11 to MTS Doc. No. G2091.0-18, with INIT, in the amount of \$1,768,948.64.
11. Information Technology Service Management (ITSM) Software Licenses and Onboarding Services – Contract Award  
Action would 1) Execute MTS Doc. No. G2604.0-22 with Compulink Technologies, Inc. (Compulink), in the amount of \$292,456.91, for a period of two (2) base years, and three (3) one-year options for the provision of ITSM software licenses and onboarding services; and 2) Exercise the option years at her discretion.
12. On-Call Job Order Contracting (JOC) Railroad Construction Services – Contract Award  
Action would 1) Execute MTS Doc. No. PWG348.0-22 with Veterans Engineering Services, Inc. (Veterans), a Disadvantaged Veterans Business Enterprise (DVBE) and Small Business (SB), for on-call railroad construction services, in the amount of \$4,000,000.00, for one (1) base year and three (3) one-year options commencing on July 1, 2022; and 2) Exercise the option years at her discretion.
13. Hastus Regional Scheduling System Annual Software Maintenance and Support Services – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2624.0-22 with GIRO, Inc. (GIRO), on a sole source basis, for the provision of HASTUS Regional Scheduling System (RSS) annual software maintenance and support services for a period of three (3) years in the amount of \$955,060.33.
14. On-Call Job Order Contracting (JOC) Building and Facilities Construction Services – Contract Award  
Action would 1) Execute MTS Doc. No. PWG347.0-22 with ABC General Contractor, Inc. (ABCGC) for on-call civil construction services, in the amount of \$6,000,000.00, for one (1) base year and three (3) one-year options commencing on July 1, 2022; and 2) Exercise the options at her discretion.
15. Additional Budgeted Position – Associate Transit Services Data Analyst  
Action would approve the addition of an Associate Data Analyst position to the fiscal year 2023 Planning & Scheduling Department budget.

COMMENTS – CONSENT ITEMS

Action on Recommended Consent Items

Chair Fletcher moved to approve Consent Agenda Item Nos. 6 to 15. Vice Chair Sotelo-Solis seconded the motion, and the vote was 14 to 0 in favor with Board Member Galvez absent.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS:

30. Fiscal Year (FY) 2023 Capital Improvement Program (CIP) Amendment (Mike Thompson)

Mike Thompson, MTS Director of Financial Planning and Analysis presented on FY 2023 CIP Amendment. He outlined: the revenue summary, projects not funded originally, projects with additional funding, new projects, capital project category summary, five-year summary and the staff recommendation.

Board Member Sandke asked about the projections for monetary needs between fiscal years 2024 and 2025, with years after 2025 having an increase in capital needs for major initiatives. He asked about the significant changes that would cause the increase.

Mr. Thompson listed examples of various projects such as the construction of Division 6 and the purchase of zero emission bus (ZEB).

Board Member Sandke noted the decline in retail in the previous month. He hoped that SANDAG was conscious about the changes in the economy and cautioned that the projections may vary because of this change.

Mr. Thompson clarified that the figures represented April's activity with May projections accounting for the revenue being presented.

Sharon Cooney, MTS Chief Executive Officer, added that the projected CIP does not reflect the bus supplier 7% increase to all orders above the contracted rates. New Flyer disclosed that even with the increase, this increase will still not satisfy marketplace costs. She clarified that the agency is currently procuring both CNG and ZEB.

Board Member Shu was concerned about moving forward with the procurement of additional CNG buses. He acknowledged that the agency was on track to attain an all zero-emission vehicle (ZEV) fleet by 2040 and asked staff why the agency was moving forward with CNG bus procurement.

Ms. Cooney replied that if the agency continues to operate an old vehicle, that vehicle can create more environmental harm than newer models. CNG buses are the only vehicles that can support the agency's daily 500 mile or more Rapid routes. The procurement of both CNG and ZEV is part of the agency's transition plan. Current CNG routes that can be supported by ZEV will be prioritized. A congruent step in the transition is installing charging stations. She noted the agency's aggressive strides to implementing the infrastructure in advance of the state mandates.

Board Member Shu thanked Ms. Cooney for the explanation and added that the ZEV buses will serve impacted communities along with providing cleaner air. He agreed that newer CNG buses

would cause less pollution but still emit some pollution. He encouraged staff to be more aggressive in their strategies.

Board Member Montgomery Steppe asked staff about the bus route station improvements budget to assure there is enough funding to address her constituents' concerns. She also noted that the 7% bus purchase increase was not reflected in the budget and asked where it would be reflected on the overall projections.

Ms. Cooney replied that the letter was submitted to the agency yesterday and is currently under legal review. She clarified that the agency has approved some purchases that would be affected and would require Board approval for the amended amount.

Denis Desmond, MTS Director of Planning, replied that bus stop improvements include laying down concrete foundation needed to expand the sidewalk in order to add shelters and benches wherever possible throughout the system.

Board Member Goble noted current brown outs and asked how SDG&E is increasing its supply and whether public agencies receive priority at the expense of residents.

Mike Wygant, MTS Chief operating Officer for Bus, explained the active relationship between MTS and SDG&E to develop the agency's transition plan. Mr. Wygant explained that the agency is researching a redundancy grid such as solar and battery backup to support unscheduled electricity shortages. He noted that this research is in the preliminary phase, but the dialogue is ongoing. The agency does have electricity priority, but not over other industries such as hospitals.

Board Member Goble acknowledged how hospitals have their own cogent plan to generate electricity so they are independent of the grid. He encouraged the agency to consider the infrastructure development.

#### Action Taken

Board Member Moreno moved to 1) Approve the FY 2023 CIP amendment with the revised federal and nonfederal funding levels (Attachments A and B); 2) Recommend that the San Diego Association of Governments (SANDAG) Board of Directors approve the amendment of Federal Section 5307, 5337, and 5339 grants for the amended MTS FY 2023 CIP (shown in Attachment A); and 3) Recommend that the SANDAG Board of Directors approve amendment number 13 of the 2021 Regional Transportation Improvement Program (RTIP) in accordance with the amended FY 2023 CIP recommendations. Chair Fletcher seconded the motion, and the vote was 14 to 0 in favor with Board Member Galvez absent.

#### 31. PRONTO Extend Pilot Program Launch (Stacie Bishop)

Stacie Bishop, MTS Manager of Marketing and Communications presented on the PRONTO Extend Pilot Program launch. She presented on: the program Overview, Extend Application, Pass Download, customer education, pilot program goals, next steps and staff recommendation.

#### PUBLIC COMMENT

*Zaccary Bract* – Zaccary Bract, representing SANDAG, made a verbal statement to the Board during the meeting. Bract was the project manager for the Youth Opportunity Pass (YOP) pilot program. Bract showed SANDAG's support of the PRONTO extend Fare Subsidy Program. During the YOP outreach, various agencies and organizations voiced concerns for foster youth

that age out of the foster care system. The extension allows students to commute to job opportunities and higher education without cost obstacles. SANDAG is excited to support MTS and NCTD in their provision of the program to make the transportation system more affordable and accessible for the community. They look forward to working together to create long term funding to implement this program.

*Esmeralda Munos* – Esmeralda Munos, representing Just in Time, made a verbal statement to the Board during the meeting. Munos stated they are both an advocate and a former foster youth. Munos thanked the Board for the program so this community can expand their career, education and enhance their social life. Munos highlighted the consistent need for transportation for foster youth and thanked the Board for the program creation.

#### COMMITTEE COMMENT

Board Member Elo-Rivera thanked Board member partnerships on this program. He acknowledged the impacts foster youth can face when they exit the system. He noted the likelihood for former foster youth to experience homelessness, once they exit the system. He appreciated the data from the pilot program in order to recommend sustainable implementation. It can become a road map to sell other sponsorship opportunities to corporations and philanthropy to expand ridership. He hoped qualitative data is captured in order to advertise programs. He thanked staff and the Board for supporting the project.

Chair Fletcher added that the County's Child Welfare Services supported the program and was happy to assist in the partnership to create its inception.

Board Member Montgomery Steppe thanked MTS staff and the Board for the support and advocacy. She added that the Board should continuously be responsible for creating programs similar to this one which would enhance the community. She looks forward to seeing the data generated from the pilot.

Board Member Shu commended the Board and staff for the launch of the program. He acknowledged the good work the agency is doing. He also asked for demographic and application accessibility data be captured.

Board Member Goble acknowledged the difficulty young adults must face when a system has supported them for most of their life. He agreed that collecting traveling data would allow the agency to partner with said institutions to fund the cost of providing transit, once the pilot is over. He hoped that this program could facilitate independence beyond the pilot.

Ms. Cooney cited a conversation with the County where they envisioned this program be a learning pathway to understanding the system so that these young adults could be autonomous once they are no longer eligible. She explained that the application process was intentional and from the County's recommendations.

Board Member Elo-Rivera replied to Board Member Goble that the State is currently investing into youth internships. The opportunities are targeted towards vulnerable youth susceptible to long term poverty. He acknowledged that the congruent launch of the new programs could make great impacts.

Action Taken

Board Member Elo-Rivera moved to approve the launch of the PRONTO Extend Pilot Program from July 1, 2022 through December 31, 2023. Chair Fletcher seconded the motion, and the vote was 14 to 0 in favor with Board Member Galvez absent.

REPORT ITEMS:

45. Clean Transit Advancement Campus Update (Denis Desmond)

Denis Desmond, MTS Director of Planning presented on Clean Transit Advancement Campus Update. He outlined: the project need, location site, site selection for environmental technical studies, selection explanation, community engagement, feedback, charging infrastructure renderings, overall project schedule and budget and current activities.

Chair Fletcher acknowledged the challenges the project has endured to be presented at today's meeting.

Board Member Montgomery Steppe acknowledged the outreach and community suggestions and concerns for this project. She noted her future focus on community benefit agreements and its impact on economic opportunity, along with the future employment opportunities the site would bring.

Board Member Sandke highlighted the educational opportunity branding. He noted that this item spoke to Board Member Shu's earlier comments to accelerate an electrified fleet, along with the strides the agency has made. He noted that a joint partnership could be made with the Las Chollas Creek community as a solution to the pollution program.

Chair Fletcher acknowledged potential employee child care opportunities was a common obstacle but a great benefit to offer employees.

Action Taken

No action taken. Informational item only.

46. Operations Budget Status Report for April 2022 (Gordon Meyer)

Gordon Meyer, MTS Operating Budget Supervisor presented on Operations Budget Status Report for April 2022. He outlined the following information: federal stimulus funding, total operating revenues, total operating expenses, and total operating activities.

Board Member Sandke asked why there is not a close correlation between revenue and ridership.

Mr. Meyer replied that free ride month created the disparity, along with a lack of tapping.

Board Member Sandke encouraged the revenue be monitored.

Ms. Cooney added that the agency will have to begin enforcing for fare payment because passenger tapping has plateaued.

Board Member Sandke asked about a disclaimer upon ticket purchase about the fine that would be imposed if a passenger did not have a valid fare.

Ms. Cooney listed various sign and personnel encouraging validating their pass at the 12<sup>th</sup> and Imperial station about tapping. While resources to tap are available, riders continue to board without a fare because there are repercussions.

Karen Landers, MTS General Counsel made the Board aware of staff's intent to propose the Public Security Committee recommendation to make the Fare Evasion Diversion Pilot Program permanent with modified adjustments to resolve citations in a fair and equitable way.

Action Taken

No action taken. Informational item only.

OTHER ITEMS:

60. Chair Report

There was no Chair report.

61. Chief Executive Officer's Report

Ms. Cooney commented on the successful APTA Rail Conference in San Diego. 1,550 participants registered to the event. The hosted technical tours received high praise.

62. Board Member Communications

There were no Board Member communications.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is July 21, 2022 at 9:00 am.

CLOSED SESSION (ITEMS TAKEN OUT OF ORDER):

24. Closed Session Items

The Board convened to Closed Session at 10:35 a.m.

- a. CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION/  
CONFERENCE WITH LABOR NEGOTIATORS – CHIEF EXECUTIVE OFFICER Pursuant  
to California Government Code Sections 54957 and 54957.6;  
Agency-Designated Representative: Nathan Fletcher, Chair  
Employee: Sharon Cooney, CEO

The Board reconvened to Open Session at 11:23 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board conducted a performance evaluation and gave instruction to its negotiator.

65. Adjournment

The meeting was adjourned at 11:25 am.

/S/ Nathan Fletcher

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

/S/ Dalia Gonzalez

Clerk of the Board  
San Diego Metropolitan Transit System

/S/ Karen Landers

General Counsel  
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE):	June 16, 2022	CALL TO ORDER (TIME):	9:05am
RECESS:		RECONVENE:	
CLOSED SESSION:	10:35am	RECONVENE:	11:23am
PUBLIC HEARING:		RECONVENE:	
ORDINANCES ADOPTED:		ADJOURN:	11:25am

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
FLETCHER	<input checked="" type="checkbox"/>	(Vargas)	<input type="checkbox"/>	9:05am	11:25am
SOTELO-SOLIS	<input checked="" type="checkbox"/>	(Bush)	<input type="checkbox"/>	9:05am	11:25am
AGUIRRE	<input checked="" type="checkbox"/>	(Leyba-Gonzalez)	<input type="checkbox"/>	9:05am	11:25am
ELO-RIVERA	<input checked="" type="checkbox"/>	(LaCava)	<input type="checkbox"/>	9:05am	11:25am
FRANK	<input checked="" type="checkbox"/>	(Mullin)	<input type="checkbox"/>	9:05am	10:35am
GALVEZ	<input type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	ABSENT	ABSENT
GASTIL	<input type="checkbox"/>	(Mendoza)	<input checked="" type="checkbox"/>	9:06am	11:25am
GLORIA	<input type="checkbox"/>	(Whitburn)	<input checked="" type="checkbox"/>	9:05am	11:25am
GOBLE	<input checked="" type="checkbox"/>	(Ortiz)	<input type="checkbox"/>	9:05am	11:25am
HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:05am	11:25am
MONTGOMERY STEPPE	<input checked="" type="checkbox"/>	(Von Wilpert)	<input type="checkbox"/>	9:05am	11:25am
MORENO	<input checked="" type="checkbox"/>	(Campillo)	<input type="checkbox"/>	9:05am	11:25am
SALAS	<input type="checkbox"/>	(Cardenas)	<input checked="" type="checkbox"/>	9:05am	11:25am
SANDKE	<input checked="" type="checkbox"/>	(Donovan)	<input type="checkbox"/>	9:05am	11:25am
SHU	<input checked="" type="checkbox"/>	(Arapostathis)	<input type="checkbox"/>	9:05am	11:25am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez

**From:** [Jose Puga](#)  
**To:** [ClerkoftheBoard](#)  
**Cc:** [Sys Dan Buse](#); [Lee Fletcher](#)  
**Subject:** Public Comment for July 21st, 2022 Board Meeting (Teamsters 683)  
**Date:** Tuesday, July 19, 2022 9:25:35 PM  
**Attachments:** [teamsterlogo.png](#)  
[MTS Board and Committee Web Page Change7192022.pdf](#)

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

MTS Board,

My name is Jose Puga and I am the Teamsters Business Agent who represents Transdev since January 1, 2019. I would like to bring forward some ongoing issues that goes above Transdev (Contractor) responsibilities per the RFP. Below are items that are issues but if furthered ignored will become "Unfair Labor Practices".

- No Break Areas provided to the Employees that would shelter them from the elements.
- No restrooms or portable restrooms and if so not enough portable restrooms or maintenance to keep them clean
- Not enough relief vehicles to take drivers from relief points or to a break area to the point that Transdev is asking them to take the Bus or Trolley to their next relief point and/or hub.

My main point /concern is that the San Diego Transit Industry evolve (Buses go from diesel to CNG and LNG to Electrical power) but the employees driving that are the backbone to the Transit Industry are several decades behind when it comes to basic necessities (restrooms and meal break areas).

A portable restroom should be a temporary situation...we live in 2022 I believe we are way far ahead in civilization that these employees should not have do their bowel movements in an oversized plastic container (portable bathroom). Keep in mind women have to do their monthly cycles in these as well. Before you answer this; please ask yourself would you want to do any of your business in this on the daily when the majority of the time they are not cleaned nor sanitized and even if they were have you been a portable restroom on a hot Summer day when the feces are about 5 incase from the top? (Please see attachments)

I am reaching out because we will be heading into negotiations at the end of the year and negotiating for basic humanity necessities should not be the topics in Negotiations with the Contractor you have approved to service the City of San Diego and its Vicinity.



Jose Puga  
Business Agent  
Teamsters Local No. 683  
1333 E. Madison Ave Suite 200  
El Cajon, CA 92021  
Mobile (619) 375-9116



CALL-IN PUBLIC COMMENT

Sammy Gabriel provided a live public comment for agenda item #3. Gabriel's statement will be reflected in the minutes.



## Agenda Item No. 6

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

July 21, 2022

#### SUBJECT:

AUTHORIZATION OF REMOTE TELECONFERENCED MEETINGS

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings:

- 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and
- 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.” (Attachment A)

#### Budget Impact

None with this action.

#### DISCUSSION:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending the teleconferencing rules set forth under the Ralph M. Brown Act (Brown Act), Government Code Section 54950 et seq. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, clarifying the suspension of the teleconferencing rules set forth in the Brown Act, noting that those provisions would remain suspended through September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361, which allows legislative bodies subject to the Brown Act to continue meeting by teleconference, provided they make certain findings, including that meeting in person would present imminent risks to the health or safety of attendees. AB 361 requires that certain findings be made by the legislative body every 30 days.



The purpose of this agenda item is for the MTS Board of Directors to make findings supporting the continuation of a teleconference option for Board or committee members and for teleconference attendance by members of the public at MTS Board and committee meetings consistent with the requirements of AB 361.

AB 361 added subdivision (e) to Government Code section 54953 (emphasis added), providing for streamlined teleconference attendance at public meetings subject to the Brown Act, subject to the governing board making specified findings:

**(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:**

**(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.**

**(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.**

**(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.**

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

**(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:**

**(A) The legislative body has reconsidered the circumstances of the state of emergency.**

**(B) Any of the following circumstances exist:**

**(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.**

**(ii) State or local officials continue to impose or recommend measures to promote social distancing.**

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

\*\*\*

The circumstances set forth in Government Code section 54953(e)(1)(A) and (e)(3) still apply and support the continuation of a teleconference option for Board or committee members and for teleconference attendance by members of the public at MTS Board and committee meetings for the upcoming 30-day period. Staff recommends that the Board make the following findings:

- 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and
- 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as "a social distancing measure that may help control transmission of the SARS-CoV-2 virus." (Attachment A) That recommendation remains in effect.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. September 23, 2021 County of San Diego Health Officer Teleconferencing Recommendation



# County of San Diego

**NICK MACCHIONE, FACHE**  
AGENCY DIRECTOR

**HEALTH AND HUMAN SERVICES AGENCY**  
PUBLIC HEALTH SERVICES

**WILMA J. WOOTEN, M.D.**  
PUBLIC HEALTH OFFICER


## HEALTH OFFICER TELECONFERENCING RECOMMENDATION

COVID-19 disease prevention measures, endorsed by the Centers for Disease Control and Prevention, include vaccinations, facial coverings, increased indoor ventilation, handwashing, and physical distancing (particularly indoors).

Since March 2020, local legislative bodies—such as commissions, committees, boards, and councils—have successfully held public meetings with teleconferencing as authorized by Executive Orders issued by the Governor. Using technology to allow for virtual participation in public meetings is a social distancing measure that may help control transmission of the SARS-CoV-2 virus. Public meetings bring together many individuals (both vaccinated and potentially unvaccinated), from multiple households, in a single indoor space for an extended time. For those at increased risk for infection, or subject to an isolation or quarantine order, teleconferencing allows for full participation in public meetings, while protecting themselves and others from the COVID-19 virus.

Utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease. This recommendation is further intended to satisfy the requirement of the Brown Act (specifically Gov't Code Section 54953(e)(1)(A)), which allows local legislative bodies in the County of San Diego to use certain available teleconferencing options set forth in the Brown Act.

September 23, 2021

  
Wilma J. Wooten, M.D., M.P.H.  
Public Health Officer  
County of San Diego



## Agenda Item No. 7

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

July 21, 2022

#### SUBJECT:

AMENDMENT TO CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

#### RECOMMENDATION:

That the Board of Directors approve an amendment to the Executive Employment Agreement (EEA) between MTS and Sharon Cooney to provide a base salary increase and a merit bonus (Attachment A).

#### Budget Impact

Today's proposed action would increase the CEO's base salary by \$20,000 and provide an additional \$20,000 contribution towards deferred compensation as a merit bonus for performance during the May 14, 2021 to May 13, 2022 contract year.

#### DISCUSSION:

On May 14, 2020 (AI 24(b)), the MTS Board of Directors appointed Sharon Cooney as MTS Chief Executive Officer (CEO). On June 18, 2020 (AI 21), the Board approved a two-year EEA, with a term extending from May 14, 2020 to May 13, 2022. On July 29, 2021 (AI 20), the Board extended the EEA by three years, to May 13, 2025 and awarded a merit bonus in the form of additional deferred compensation contributions and one-time annual leave increase of 80 hours.

At the Board's regular meeting on June 16, 2021 (AI 24(a)), the Board conducted a closed session performance evaluation of CEO Sharon Cooney. The Board also conducted a closed session conference with Board Chair Nathan Fletcher, who acts as the Board's chief negotiator regarding the EEA, to discuss a potential merit increase or other bonus/fringe benefit adjustment for the CEO.

Section 4.b of Ms. Cooney's EEA states:

*Performance and Salary Review. The Board shall annually review the performance of Cooney. Based upon the Board's evaluation of the specific performance of Cooney, the Board may determine an appropriate salary adjustment and bonus.*



Some highlights of Ms. Cooney's performance achievements include:

- *PRONTO Launch* – In September 2021, MTS launched its new fare collection system, PRONTO, in an agency-wide effort. This involved significant training and outreach efforts both before and after the launch, including a free ride month for customers using PRONTO. MTS now has more than 650,000 new PRONTO accounts established for customers, including 137,000 senior, disabled and youth accounts. Additional refinements and functionalities have been released since the launch, including the expansion of MTS's retail network to Vons/Albertsons.
- *Mid Coast Trolley Extension Opening* - MTS began revenue service for the Mid Coast Trolley extension to University of California San Diego and University Towne Centre (UTC) on November 21, 2021. This 11-mile extension of the network was heralded by several events throughout the summer and fall, including the opening day community celebration which had 13,000+ participants. Ridership on the Mid Coast extension of the Blue Line is 11,000 per weekday. The entire Blue Line now carries 64,000 passengers per weekday, higher than the pre-pandemic average of 60,000 per weekday. MTS also redesigned the network of bus routes that feed the new stations in order to increase overall network ridership. The new feeder bus service has contributed to overall gains in ridership. On the 15 bus and Trolley routes directly impacted by Mid Coast, FY 2022 Quarter 4 weekday ridership is at 86% of pre-pandemic levels (compared to 73% for all fixed route), with two of the routes over the pre-pandemic baseline.
- *Financial Efficiencies and Ridership Recovery* – Careful spending of federal emergency relief funding, and efforts to maintain full transit service have allowed MTS to maintain sufficient Coronavirus Aid, Relief, and Economic Security (CARES) / American Rescue Plan (ARP) funding to bridge the MTS structural deficit into 2028. As a result of these efforts, MTS is recovering ridership faster than most transit systems, and more so than was budgeted. While MTS's initial FY 2022 budget anticipated an 11% growth in ridership, the updated FY 2022 growth projection is 50% over FY 2021 actuals. Systemwide, MTS is back to over 200,000 average weekday riders, or nearly 75% of pre-pandemic ridership levels.
- *COVID-19 Response* - The pandemic continued to challenge the MTS's provision of service during this past year. MTS continued a robust employee testing program, recommended vaccinations and boosters, held on-site vaccination clinics for employees, and improved air filtration and cleaning as new guidance was promulgated. Keeping up with California Occupational Safety and Health Administration (Cal OSHA) and Department of Public Health requirements was critical as new variants emerged and more of the economy opened up. In November 2021, MTS was awarded the American Public Transportation Association's Gold Safety Award for its response to COVID-19.
- *Youth Opportunity Pass* – The MTS Board of Directors asked the CEO to determine a path forward for free access to transit for youth in time for the FY

2022 Mid-Year Budget Adjustment. MTS worked with San Diego Association of Governments (SANDAG) to determine a mechanism for funding the program during a pilot phase from May 1, 2022 through June 30, 2023. MTS used the PRONTO system to implement the program on May 1. After the program's start, youth average weekday ridership increased by 20%.

- *Passenger Safety and Transit Security Initiatives* - MTS continued to implement changes to the manner in which passenger safety and transit security are administered throughout the MTS network. A new Transit Security contract was awarded in July 2021, and the agency transitioned to the new provider, Inter-Con, on January 1, 2022. A Security and Passenger Safety Community Advisory Group was created and has held three (3) meetings. This group will provide direct advice to the Board's Public Security Committee. Security staff has also been active in assisting regional efforts to engage with individuals experiencing homelessness. MTS staff regularly partners with the Downtown San Diego Partnership, Psychiatric Emergency Response Team (PERT), the San Diego Police Department, and the County in outreach efforts to unsheltered individuals accessing the MTS transit network. Most recently, Behavioral Health Services agreed to support MTS outreach efforts at the 12th & Imperial Transit Center two (2) days a week, beginning May 16, 2022.
- *Workforce Development* - Workforce development was at the forefront of efforts across MTS this year, both because of the challenges of hiring/retention in today's environment, and because of our commitment to diversity and inclusion. MTS formalized specific goals for the agency to work toward:
  - Workforce Diversity – Recruit from a diverse, qualified group of candidates to increase diversity of thinking and perspective.
  - Workplace Inclusion – Foster a culture that encourages collaboration, flexibility and fairness to enable all employees to reach their potential and increase retention.
  - Sustainability and Accountability – Identify and breakdown systemic barriers to full inclusion by embedding diversity and inclusion in policies and practices. This includes equipping leaders with the ability to manage diversity and be accountable for the results.
- *Capital Improvement Program* - MTS had an aggressive capital program this year. Twenty-nine projects worth \$53.5 million were completed. Notable completed projects include Old Town Transit Center Expansion, Americans with Disabilities Act (ADA) Bus Stop Improvements, Zero Emission Bus (ZEB) Training Facility, New Fashion Valley Transit Center Elevator, Middletown and Beech Street Crossovers, and America Plaza Rail Replacement.
  - MTS broke ground on several larger construction projects, including ZEB Infrastructure Installation at South Bay Bus Maintenance Facility, and the Green Line Double Track Project at 12th & Imperial Transit Center. A construction contract for the Iris Rapid Bus Project was approved by the Board and a Notice to Proceed issued. The Iris Rapid is scheduled to start operations in summer 2023.
  - SANDAG continued work on several projects on MTS's behalf this year. MTS transferred funding to SANDAG for the San Ysidro Intermodal

Center Study, which they included in their amended Overall Work Program and signed on a contractor to begin the work this summer. The draft environmental document for the new all electric bus division (aka Clean Transit Advancement Campus) is expected to be released for 30-day public review in July 2022, and MTS has initiated a second round of public meetings to gain feedback from community stakeholders. MTS also transferred funding to SANDAG to move forward with additional property purchases to support a Downtown off street bus layover.

- *Joint Development Program* - MTS continued to partner with third party developers to create transit-oriented development around the MTS network. At Grantville, two developments commenced construction: Greystar for market rate housing and Affirmed for affordable housing. The Board also approved Disposition and Development Agreements (DDAs) with National CORE for affordable projects and with Malick Infill for moderate income housing at the Palm Avenue Station in October 2021. A DDA was approved with Affirmed in March 2022 for a 100% affordable development at the Beyer Boulevard Station. MTS successfully amended language in Surplus Land Act via passage of SB 51 to allow MTS and the City of Chula Vista to move forward with their collaborative efforts to jointly seek development proposals at and adjacent to MTS's E Street Trolley Station.

In recognition of her exceptional performance, an amendment to Ms. Cooney's EEA (see Attachment A) is proposed to provide:

- An increase in base salary from \$330,000 to \$350,000; and
- A discretionary, one-time \$20,000 contribution to a deferred compensation account designated by Ms. Cooney.

/S/ Karen Landers  
Karen Landers  
General Counsel

Key Staff Contact: Jeff Stumbo, 619.557.4509, [Jeff.Stumbo@sdmts.com](mailto:Jeff.Stumbo@sdmts.com)  
Karen Landers, 619.557.4512, [Karen.Landers@sdmts.com](mailto:Karen.Landers@sdmts.com)

Attachment: A. MTS Doc. No. G2403.2-20 – Proposed Amendment No. 2 to CEO Executive Employment Agreement



July 21, 2022

MTS Doc. No. G2403.2-20

Ms. Sharon Cooney  
 Chief Executive Officer  
 San Diego Metropolitan Transit System  
 1255 Imperial Avenue, Suite 1000  
 San Diego, California 92101

Dear Ms. Cooney:

Subject: AMENDMENT 2 TO MTS DOC. NO. G2403.0-20 EXECUTIVE EMPLOYMENT AGREEMENT (CHIEF EXECUTIVE OFFICER)

This letter shall serve to modify our agreement for professional services pursuant to the Executive Employment Agreement effective May 14, 2020, as modified on July 29, 2021, as set forth below:

A. Changes to Base Salary:

Effective May 14, 2022, Section 4(a) is replaced in its entirety with the following:

Base Salary. As compensation for Cooney's employment and performance of her duties, MTS shall pay Cooney an initial base salary of \$350,000 per year, payable in accordance with the normal payroll practices of MTS, less required deductions for state and federal withholding tax, social security, employee-share pension contributions, and all other employment taxes and payroll deductions.

B. Changes to Fringe Benefits:

As a bonus for exceptional performance in contract year 2, modify Exhibit A "Fringe Benefits for Chief Executive Officer" to include the following additional fringe benefits, for contract year 3 (May 14, 2022 to May 13, 2023) only:

- Year 3 Additional Deferred Compensation: One-time contribution of \$20,000.00 to a deferred compensation account as directed by Ms. Cooney.



If you agree with the above, please sign in the space provided below and return one document marked "Original" to MTS. All other terms and conditions shall remain in effect.

Sincerely,

Accepted:

Nathan Fletcher  
Chair  
MTS Board of Directors

Sharon Cooney  
Chief Executive Officer

Approved as to Form:

By:

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Karen Landers, General Counsel



## Agenda Item No. 8

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

July 21, 2022

#### SUBJECT:

ADOPTION OF AMENDED 2022 CONFLICT OF INTEREST CODE

#### RECOMMENDATION:

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

- 1) Adopt Resolution No. 22-06 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2022 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2022 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body).

#### Budget Impact

None.

#### DISCUSSION:

The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets. Except for positions listed in Gov. Code § 87200, the Conflict of Interest Code must specifically designate all agency positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position, revise the titles of existing positions and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

The Act further requires that an agency amend its Conflict of Interest Code when change is necessitated by changed circumstances which include the need to designate positions.



It is proposed that MTS's Conflict of Interest Code be amended to include new positions that must be designated, revise disclosure categories, revise titles to existing positions, and delete positions that have been abolished.

/S/ Sharon Cooney \_\_\_\_\_  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Resolution 22-06  
B. Proposed Amendment 2022 Conflict of Interest Code

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 22-06

Resolution of The Board of Directors of the San Diego Metropolitan Transit System Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the San Diego Metropolitan Transit System ("MTS") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in MTS being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on September 17, 2020, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within MTS have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update MTS's Code; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of, the proposed amended Conflict of Interest Code was provided each designated employee and publicly posted for review at the offices of MTS; and

WHEREAS, a public meeting was held upon the proposed amended Conflict of Interest Code at a regular meeting of the Board of Directors on July 21, 2022, at which all present were given an opportunity to be heard on the proposed amended Conflict of Interest Code.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the General Counsel and available to the public for inspection and copying during regular business hours.

SECTION 2. The said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of San Diego for approval.

SECTION 3. The said amended Conflict of Interest Code shall become effective immediately after the Board of Supervisors approves the proposed amended Code as submitted.

PASSED AND ADOPTED, by the Board this 21<sup>st</sup> day of July 2022 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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Office of the General Counsel  
San Diego Metropolitan Transit System

Resolution 22-06

**CONFLICT OF INTEREST CODE  
OF THE  
SAN DIEGO METROPOLITAN  
TRANSIT SYSTEM**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**(Amended July 21, 2022)**

The Political Reform Act, (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) that contains the terms of a standard model conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories shall constitute the conflict of interest code of the **San Diego Metropolitan Transit System (MTS)**.

All officials and designated positions shall file their statements of economic interests with MTS's **General Counsel** as MTS's Filing Officer. The **General Counsel** shall make and retain a copy of all statements filed by Members and Alternates of the Board of Directors, Chief Executive Officer and the Chief Financial Officer, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of San Diego. The **General Counsel** shall retain the originals of the statements filed by all other designated positions. The **General Counsel** will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code Section 81008).

# **APPENDIX**

## **CONFLICT OF INTEREST CODE** **OF THE** **SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**(Amended July 21, 2022)**

### **PART “A”**

#### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

MTS Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to MTS’s Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Assistant (Copy Center)	4
Applications Development & Support Manager	5
Assistant Manager of Maintenance	5
Assistant Manager of Stores	5
Associate Transportation Planner	5
Business Systems Analyst (ALL)	5
Buyer	4
Chief Human Resources Officer	5
Chief Information Officer	5
Chief of Staff	1
Chief Operating Officer – Rail	1
Chief Operating Officer – Transit Services	1
Community Engagement Specialist	5
Contract Administrator	4
Controller	1, 2
Creative Design Manager	5
Deputy Director of Transit Enforcement	5
Deputy Fare Systems Administrator	5
Deputy General Counsel	2, 5, 6, 7
Director of Capital Projects	1, 2

Director of Contract Services & Passenger Facilities	3, 5
Director of Financial Planning & Analysis	1, 2
Director of Fleet and Facility Maintenance	5
Director of Human Resources	5
Director of Marketing & Communications	5
Director of Planning & Scheduling	1, 2
Director of Supply & Operations	4
Director of Support Services	5
Director of Transit Security & Passenger Safety	5
Director of Transportation	1
Division Manager of Maintenance	5
Environmental Health & Safety Specialist	5
Fare Systems Administrator	5
Financial Analyst	4
For-Hire Vehicle Administration Manger	5
General Counsel	1, 2
Grants Administrator	9
Graphic Designer	5
Information Security & Intelligence Engineer	5
Information Security & Intelligence Manager	5
Information Technology Development Manager	5

Information Technology Enterprise Architect (IoT)	5
Information Technology Operation Manager	5
Internal Auditor	4
Lead Revenue Maintenance Supervisor	5
Liability Claims Supervisor	1, 2, 7
Manager of Benefits & Compensation	5
Manager of Contract Operations & Passenger Facilities	2, 4
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
Manager of Marketing and Communications	5
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
Manager of PRONTO AND Passenger Support	5
Manager of Real Estate Assets	1, 2
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5
Manager of Service Quality and Special Operations	5, 8
Manager of Support Services	2, 3, 5
Manager of Talent Acquisition	5
Marketing and Communications Specialist	5

Network Operations Manager	5
Operating Budget Supervisor	1, 2
Principal Contract Administrator	4
Procurement Specialist (ALL)	4
Professional Standards Manager	7
Project Manager (ALL)	1, 2
Public Relations Specialist	5
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
Right-of-Way Permit Coordinator	2, 5, 6
SAP System Administrator	5
Security System Administrator	5
Senior Contract Operations Administration	5
Senior Human Resources Analyst	5
Senior Project Manager - Rail Systems	1, 2
Senior SAP Architect	5
Senior Transportation Planner	1, 2
Software Developer	5
Superintendent of Facilities	5
Superintendent of LRV Maintenance	5
Superintendent of Transportation	5

Superintendent of Wayside Maintenance	5
Supervisor of Paratransit & Mini Bus	5
Supervisor Revenue Operations	5
Technical Project Manager	5
Transit Asset Management Program Manager	2, 4
Transportation Operations Specialist (ALL)	2, 5
Worker's Compensation Analyst (ALL)	7
ZEV and Sustainability Manager	5
Consultant and New Positions <sup>2</sup>	

<sup>2</sup> Individuals serving as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last amended that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> “Investment” means financial interest in any business entity (including a consulting business, or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of MTS.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of MTS.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of MTS, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of MTS.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by MTS.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against MTS in the past 2 years, or have a claim pending before MTS.

Category 8: Disclose investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the geographical area of, and within two miles of, the designated position's assigned project area.

Category 9: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through MTS or its subdivisions.

**LEGISLATIVE VERSION**  
**(SHOWS CHANGES MADE)**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**SAN DIEGO METROPOLITAN**  
**TRANSIT SYSTEM**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
(Amended ~~September 17, 2020~~ July 21, 2022)

The Political Reform Act, (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) that contains the terms of a standard model conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories shall constitute the conflict of interest code of the **San Diego Metropolitan Transit System (MTS)**.

All officials and designated positions shall file their statements of economic interests with MTS's **General Counsel** as MTS's Filing Officer. The **General Counsel** shall make and retain a copy of all statements filed by Members and Alternates of the Board of Directors, Chief Executive Officer and the Chief Financial Officer, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of San Diego. The **General Counsel** shall retain the originals of the statements filed by all other designated positions. The **General Counsel** will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code Section 81008).

# APPENDIX

## CONFLICT OF INTEREST CODE OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

(Amended ~~September 17, 2020~~ July 21, 2022)

### PART “A”

#### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

MTS Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to MTS’s Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Assistant (Copy Center)	4
Applications Development & Support Manager	5
Assistant Manager of Maintenance	5
Assistant Manager of Stores	5
<u>Associate Transportation Planner</u>	<u>5</u>
Business Systems Analyst (ALL)	5
Buyer	4
Chief Human Resources Officer	5
Chief Information Officer	5
Chief of Staff	1
Chief Operating Officer – Rail	1
Chief Operating Officer – Transit Services	1
<u>Community Engagement Specialist</u>	<u>5</u>
Contract Administrator	4
Controller	1, 2
Creative Design Manager	5
<del>Datacenter Operations Manager</del>	<del>5</del>
Deputy Director of Transit Enforcement	5
<u>Deputy Fare Systems Administrator</u>	<u>5</u>
<del>Deputy General Counsel</del> <del>Staff Attorney – Regulatory Compliance</del>	2, 5, 6, 7

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>	
Director of Capital Projects	1, 2	
<u>Director of Contract Services &amp; Passenger Facilities</u>	<u>3, 5</u>	
Director of Financial Planning & Analysis	1, 2	
Director of Fleet and Facility Maintenance	5	
Director of Human Resources	5	
Director of Marketing & Communications	5	
Director of Planning <u>&amp; Scheduling</u>	<u>1, 2</u>	
Director of Supply & Operations	4	
<u>Director of Support Services</u>	<u>5</u>	
<u>Director of Transit Security &amp; Passenger Safety</u> <del>Director of Transit System Security</del>		5
Director of Transportation	1	
Division Manager of Maintenance	5	
<del>Enterprise Business Solutions Manager</del>	<del>5</del>	
Environmental Health & Safety Specialist	5	
Fare Systems Administrator	5	
Financial Analyst	4	
<u>For-Hire Vehicle Administration Manger</u> <del>Taxicab Administration Manager</del>	<u>5</u>	
General Counsel	1, 2	
<u>Grants Administrator</u>	<u>9</u>	
Graphic Designer <del>III</del>	5	
Information Security & Intelligence Engineer	5	

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Information Security & Intelligence Manager	5
<u>Information Technology Development Manager</u>	<u>5</u>
<u>Information Technology Enterprise Architect (IoT)</u>	<u>5</u>
<u>Information Technology Operation Manager</u>	<u>5</u>
Internal Auditor	4
<del>Lead Revenue Maintenance Supervisor</del>	<del>Revenue Maintenance Supervisor</del> 5
Liability Claims Supervisor	1, 2, 7
<del>Manager of Advertising &amp; Contracts</del>	<del>5</del>
Manager of Benefits & Compensation	5
Manager of Contract Operations & Passenger Facilities	-2, 4
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
<u>Manager of Marketing and Communications</u>	<u>5</u>
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
<u>Manager of PRONTO AND Passenger Support</u>	<u>5</u>
Manager of Real Estate Assets	1, 2
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5
Manager of Service Quality <u>and Special Operations</u> <del>— Rail Division</del>	<u>5, 8</u>

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Manager of Support Services	2, 3, 5
<u>Manager of Talent Acquisition</u> <del>Manager</del>	5
<u>Marketing and Communications Specialist</u>	<u>5</u>
Network Operations Manager	5
Operating Budget Supervisor	1, 2
<u>Principal Contract Administrator</u>	<u>4</u>
Procurement Specialist (ALL)	4
<u>Professional Standards Manager</u>	<u>7</u>
<u>Project Engineer (Rail)</u>	1, 2
<u>Project Manager</u> <del>Capital Projects</del>	2, 3, 5
<u>Project Manager (ALL)</u> [Combined Project Engineer (Rail) and Project Manager – Capital Project positions]	<u>1, 2</u>
<u>Public Relations Specialist</u>	<u>5</u>
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
<u>Right of Way Permit Coordinator</u>	<u>2, 5, 6</u>
<u>Right of Way Engineer</u>	<u>1, 2</u>
SAP System Administrator	5
<u>Security System Administrator</u>	<u>5</u>
<u>Senior Contract Operations Administration</u>	<u>5</u>
Senior Human Resources Analyst	5
<u>Senior Project Manager</u> <del>Manager of Capital Projects</del>	<u>1, 2</u>

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<del>Senior Project Manager - Rail Systems</del> <del>Systems Engineer (Rail)</del>	1, 2
<del>Senior SAP Architect</del>	<del>5</del>
Senior Transportation Planner	1, 2
<del>Senior</del> Worker's Compensation Analyst <u>(ALL)</u>	7
<del>Software Developer</del>	<del>5</del>
Superintendent of Facilities	5
Superintendent of LRV Maintenance	5
Superintendent of Transportation	5
Superintendent of Wayside Maintenance	5
Supervisor of Paratransit & Mini Bus	5
<del>Supervisor Revenue Operations</del> <del>Revenue Supervisor</del> ———	5
<del>Technical Project Manager</del>	<del>5</del>
Transit Asset Management Program Manager	2, 4
Transportation Operations Specialist (ALL)	2, 5
<del>Zero Emission Bus Project Specialist</del> <u>ZEV and Sustainability Manager</u>	5

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

Consultant and New Positions<sup>2</sup>

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<sup>2</sup> Individuals serving as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last amended that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> “Investment” means financial interest in any business entity (including a consulting business, or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of MTS.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of MTS.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of MTS, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of MTS.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by MTS.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against MTS in the past 2 years, or have a claim pending before MTS.

Category 8: Disclose investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the geographical area of, and within two miles of, the designated position's assigned project area.

Category 9: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through MTS or its subdivisions.



## Agenda Item No. 9

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

July 21, 2022

#### SUBJECT:

LEGAL SERVICES – CONTRACT AMENDMENTS TO INCREASE FUNDS FOR PROJECTED  
EXPENSES IN FISCAL YEAR 2023

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein increasing the dollar amounts of fifteen (15) legal services contracts (in substantially the same format as Attachments A – O) by \$1,865,000.00 to cover anticipated Fiscal Year 2023 (FY 23) expenses.

#### Budget Impact

The total budget for this project shall not exceed \$1,865,000.00. Sufficient funding has been programmed to pay these expenses in the current operating and capital budgets. The departments from which these expenses are drawn include: Risk & Claims, Land Management, General Counsel, Human Resources, Finance and the San Diego & Arizona Eastern Railway Company (SD&AE).

#### DISCUSSION:

On October 11, 2018, the Board established a panel of 25 qualified law firms to assist MTS, San Diego Trolley, Inc. (SDTI) and San Diego Transit Corporation (SDTC) with various legal matters on an as-needed basis. Thereafter, MTS began contracting with the approved firms for designated amounts. The firms provide different specialties of law, such as tort liability, workers' compensation, employment practices, real estate/land management, environmental and taxation. Fifteen (15) of these firms will require contract increases to pay current and anticipated legal expenses in FY 23.

MTS currently employs two (2) in-house attorneys: General Counsel and Deputy General Counsel. The General Counsel position represents the Board at public meetings, sits on the executive management team, supervises the Risk and Internal Audit departments and handles various legal matters such as review of contracts, real estate transactions, public records requests, Brown Act compliance, regulatory compliance, ethics questions, and oversight of



various outside counsel assignments. The Deputy General Counsel position focuses on various regulatory compliance matters, For-Hire Vehicle Administration, Title VI and Disadvantaged Business Enterprise (DBE) compliance, procurement compliance, and other matters in support of the Agency and the General Counsel. The legal services panel is used on an as-needed basis to provide expert advice on various matters such as public contracting requirements, taxation, environmental compliance, labor and employment, federal railroad law and other specialized areas of the law where MTS does not have sufficient in-house expertise or capacity. MTS also assigns all litigation matters to outside counsel.

Legal services needs are estimated every year during the MTS budget process. Each department or capital project that may incur legal fees evaluates ongoing matters and upcoming projects or cases and builds the estimated legal services costs into each department's budget. Most legal services costs are born by the Risk Department (for tort liability and workers' compensation cases), the Human Resources Department (for labor and employment advice and litigation), and the Legal Department (for general advice and special projects). Storm water compliance matters are billed to the Storm Water Department budget, and matters involving the Desert Line or legal issues related to property owned by the SD&AE are billed to the SD&AE budget.

After the budget is approved, and at the start of the fiscal year, each department looks at the applicable law firm contracts for matters that are overseen by that department. If it appears that there is sufficient Board-authorized funding on a law firm contract to handle the anticipated needs for the fiscal year (as determined during the budget process), then no action is taken on the contract. If the contract funding is below the estimated needs for the new fiscal year, then a contract amendment adding funding is processed according to MTS Board Policy No. 41 "Signature Authority". The contracts proposed for today's action require Board authority under MTS Board Policy No. 41.

The contract increases are based upon each firm's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to these firms in the current fiscal year. The following table includes the contracts needing Board approval to increase the dollar amount for legal services contracts for FY 23:

#	Firm Name	Area of Law	Contract No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount	Attachment
1	Dean Gazzo Roistacher	Tort Liability	G2204.6-19	\$310,000.00	\$150,000.00	\$460,000.00	A
2	Duane Morris	Financial	G2211.3-19	\$88,625.46	\$50,000.00	\$138,625.46	B
3	Floyd Skeren Manukian Lagevin	Workers' Compensation	G2215.4-19	\$275,000.00	\$100,000.00	\$375,000.00	C
4	Gordon Rees Scully Mansukhani	Tort Liability	G2640.2-22	\$100,000.00	\$200,000.00	\$300,000.00	D
5	Horton Oberrecht & Kirkpatrick & Martha	Tort Liability	G2326.3-20	\$250,000.00	\$50,000.00	\$300,000.00	E
6	Kegel Tobin & Truce, APC	Workers' Compensation	G2245.4-19	\$195,000.00	\$90,000.00	\$285,000.00	F
7	Laughlin Falbo Levy & Moresi LLP	Workers' Compensation	G2216.5-19	\$386,911.71	\$125,000.00	\$511,911.71	G
8	Leidle & Larson, LLP	Tort Liability	G2205.4-19	\$607,296.81	\$75,000.00	\$682,296.81	H

9	Eldon L. Floyd & Associates	Workers' Compensation	G2214.4-19	\$175,000.00	\$25,000.00	<b>\$200,000.00</b>	I
10	Law Offices of Mark H. Barber	Workers' Compensation	G2217.5-19	\$251,533.45	\$75,000.00	<b>\$326,533.45</b>	J
11	Law Offices of Michael E. Ripley	Tort Liability	G2206.4-19	\$596,666.90	\$150,000.00	<b>\$746,666.90</b>	K
12	Myers Nave	General	G2202.3-19	\$275,000.00	\$150,000.00	<b>\$425,000.00</b>	L
13	Ryan Carvalho, LLP	Tort Liability	G2207.4-19	\$613,877.22	\$125,000.00	<b>\$738,877.22</b>	M
14	Trovillion Inveiss & Demakis, APC	Workers' Compensation	G2218.3-19	\$225,173.24	\$100,000.00	<b>\$325,173.24</b>	N
15	Wheatley Bingham & Baker LLP	Tort Liability	G2209.4-19	\$1,137,369.09	\$400,000.00	<b>\$1,537,369.09</b>	O
<b>Totals</b>				<b>\$5,487,453.88</b>	<b>\$1,865,000.00</b>	<b>\$7,352,453.88</b>	

Individual cases are assigned to a given firm based on the subject area of the case, the expertise of a particular law firm, the capacity of the firm to handle the case, and the number of MTS cases already being handled by that firm. Adding funding authority does not guarantee that MTS will assign a case to a particular law firm, or otherwise limit MTS's ability to determine the best firm on MTS's Board-approved legal services panel to handle a particular matter. If the anticipated need is not realized, then the excess funding authority will be carried over to the next fiscal year.

Item #4 above is a new relationship that MTS formed with Gordon Rees Scully Mansukhani to pay fees and costs on a matter in which MTS is indemnifying the City of San Diego. Fees and costs are currently being paid on a purchase-order basis. Since additional authority will be needed in the forthcoming fiscal year, this will be turned into a contract.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute amendments to the legal services contracts described above, increasing the dollar amount of fifteen (15) legal services contracts (in substantially the same format as Attachments A – O) by \$1,865,000.00 to cover anticipated fiscal year 2023 (FY 23) expenses.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Amendment G2204.6-19 (Dean Gazzo Roistacher)  
B. Draft Amendment G2211.3-19 (Duane Morris)  
C. Draft Amendment G2215.4-19 (Floyd Skeren Manukian Langevin)  
D. Draft Amendment G2640.2-22 (Gordon Rees Scully Mansukhani)  
E. Draft Amendment G2326.3-20 (Horton Oberrecht & Kirkpatrick & Martha)  
F. Draft Amendment G2245.4-19 (Kegel Tobin & Truce, APC)  
G. Draft Amendment G2216.5-19 (Laughlin Falbo Levy & Moresi LLP)  
H. Draft Amendment G2205.4-19 (Leidle Larson, LLP)

- I. Draft Amendment G2214.4-19 (Law Offices of Eldon Floyd)
- J. Draft Amendment G2217.5-19 (Law Offices of Mark Barber)
- K. Draft Amendment G2206.4-19 (Law Offices of Michael Ripley)
- L. Draft Amendment G2202.3-19 (Myers Nave)
- M. Draft Amendment G2207.4-19 (Ryan Carvalho, LLP)
- N. Draft Amendment G2218.3-19 (Trovillion, Inveiss & Demakis, APC)
- O. Draft Amendment G2209.4-19 (Wheatley Bingham & Baker LLP)



**Metropolitan  
Transit  
System**

## Amendment 6

Date: July 21, 2022

MTS Doc No. G2204.6-19

### LEGAL SERVICES – TORT LIABILITY

Dean Gazzo Roistacher, LLP  
Mr. Scott Noya  
Of Counsel  
462 Stevens Ave, Suite 201  
Solana Beach, CA, 92075-2099

This shall serve as Amendment No.6 to the original agreement G2204.0-19 as further described below.

### SCOPE

There is no change to the scope of work.

### SCHEDULE

There is no change to the contract schedule.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$150,000. The total value of this contract including this amendment shall be in the amount of \$460,000. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Mr. Scott Noya, Of Counsel  
Dean Gazzo Roistacher, LLP

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





**Metropolitan  
Transit  
System**

## **Amendment 3**

Date: July 21, 2022

MTS Doc No. G2211.3-19

### **LEGAL SERVICES - FINANCIAL**

Duane Morris LLP  
Lisa C. Merrill  
Attorney  
750 B Street  
San Diego, CA, 92101

This shall serve as Amendment No.3 to the original agreement G2211.0-19 as further described below.

### **SCOPE**

There is no change to the scope of work.

### **SCHEDULE**

There is no change to the contract schedule.

### **PAYMENT**

This contract amendment shall authorize an additional costs not to exceed \$50,000. The total value of this contract including this amendment shall be in the amount of \$138,625.46. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Lisa C. Merrill, Attorney  
Duane Morris LLP

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





**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2215.4-19

### **LEGAL SERVICES – WORKERS’ COMPENSATION**

Floyd Skeren Manukian Lagevin, LLP  
Thomas M. Skeren, Jr.  
Senior Partner  
7525 Metropolitan Drive, Suite 304  
San Diego, CA, 92108

This shall serve as Amendment No.4 to the original agreement G2215.0-19 as further described below.

### **SCOPE**

There is no change to the scope of work.

### **SCHEDULE**

There is no change to the contract schedule.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$100,000.00. The total value of this contract including this amendment shall be in the amount of \$375,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Thomas M. Skeren, Jr., Senior Partner  
Floyd Skeren Manukian Lagevin, LLP

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





**Metropolitan  
Transit  
System**

## Amendment 2

Date: July 21, 2022

MTS Doc No. G2640.2-22

### LEGAL SERVICES – TORT LIABILITY

Gordon Rees Scully Mansukhani, LLP  
Mark Posard  
Senior Partner  
3 Parkcenter Drive, Suite 200  
Sacramento, CA, 95825

This shall serve as Amendment No.2 to the original agreement G2640.0-22 as further described below.

### SCOPE

There shall be no change to the scope of the contract.

### SCHEDULE

There shall be no change to the schedule of the contract.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000.00. The total value of this contract including this amendment shall be in the amount of \$300,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Mark Posard, Senior Partner  
Gordon Rees Scully Mansukhani, LLP

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





**Metropolitan  
Transit  
System**

## Amendment 3

Date: July 21, 2022

MTS Doc No. G2326.3-20

### LEGAL SERVICES – TORT LIABILITY

Horton, Oberrecht, Kirkpatrick & Martha  
Kimberly S. Oberrecht, Esq.  
Managing Partner  
101 W. Broadway, Suite 600  
San Diego, CA, 92101

This shall serve as Amendment No.3 to the original agreement G2326.0-20 as further described below.

### SCOPE

There shall be no changes to the scope of work of this contract.

### SCHEDULE

There shall be no changes to the schedule of this contract.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$50,000.00. The total value of this contract including this amendment shall be in the amount of \$300,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Kimberly S. Oberrecht, Esq., Managing Partner  
Horton, Oberrecht, Kirkpatrick & Martha

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





# Metropolitan Transit System

## Amendment 4

Date: July 21, 2022

MTS Doc No. G2245.4-19

### LEGAL SERVICES – WORKERS' COMPENSATION

Kegel, Tobin & Truce, APC  
Fiona Woon  
Managing Shareholder  
5333 Mission Center Road #356  
San Diego, CA, 90076-0907

This shall serve as Amendment No.4 to the original agreement G2245.0-19 as further described below.

### SCOPE

There shall be no changes to the scope of work.

### SCHEDULE

There shall be no change to the schedule of this contract.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$90,000.00. The total value of this contract including this amendment shall be in the amount of \$285,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

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Fiona Woon, Managing Shareholder  
Kegel, Tobin & Truce, APC

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





**Metropolitan  
Transit  
System**

## Amendment 5

Date: July 21, 2022

MTS Doc No. G2216.5-19

### LEGAL SERVICES – WORKERS’ COMPENSATION

Laughlin, Falbo, Levy & Moresi LLP  
Marijo Kuperman  
Managing Partner  
600 B Street, Suite 2300  
San Diego, CA, 92101

This shall serve as Amendment No.5 to the original agreement G2216.0-19 as further described below.

### SCOPE

There shall be no change to the scope of work.

### SCHEDULE

There shall be no change to the schedule of this contract.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$125,000.00. The total value of this contract including this amendment shall be in the amount of \$511,911.71. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Marijo Kuperman, Managing Partner  
Laughlin, Falbo, Levy & Moresi LLP

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





**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2205.4-19

### **LEGAL SERVICES – TORT LIABILITY**

Liedle & Larson, LLP  
Matthew J. Liedle  
Managing Partner  
12520 High Buff Dr. Suite 200  
San Diego, CA, 92130

This shall serve as Amendment No.4 to the original agreement G2205.0-19 as further described below.

### **SCOPE**

There shall be no change to the scope of work.

### **SCHEDULE**

There shall be no change to the schedule of this contract.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$75,000.00. The total value of this contract including this amendment shall be in the amount of \$682,296.81. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

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Matthew J. Liedle, Managing Partner  
Liedle & Larson, LLP

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





**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2214.4-19

### **LEGAL SERVICES – WORKERS’ COMPENSATION**

Eldon L. Floyd & Associates  
Eldon Floyd  
Managing Attorney/Owner  
7710 Hazard Center Drive, E-124  
San Diego, CA, 92108

This shall serve as Amendment No.4 to the original agreement G2214.0-19 as further described below.

### **SCOPE**

There shall be no change to the scope of work.

### **SCHEDULE**

There shall be no change to the schedule of this contract.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$25,000.00. The total value of this contract including this amendment shall be in the amount of \$200,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Eldon Floyd, Managing Attorney/Owner  
Eldon L. Floyd & Associates

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





**Metropolitan  
Transit  
System**

## **Amendment 5**

Date: July 21, 2022

MTS Doc No. G2217.5-19

### **LEGAL SERVICES – WORKERS’ COMPENSATION**

Law Offices of Mark H. Barber  
Mark H. Barber  
Managing Attorney/Owner  
2727 Camino del Rio South, Suite 200  
San Diego, CA, 92108

This shall serve as Amendment No.5 to the original agreement G2217.0-19 as further described below.

### SCOPE

There shall be no changes to the scope of work.

### SCHEDULE

There shall be no changes to the schedule of this contract.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$75,000.00. The total value of this contract including this amendment shall be in the amount of \$326,533.45. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Mark H. Barber, Managing  
Attorney/Owner  
Law Offices of Mark H. Barber

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





**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2206.4-19

### **LEGAL SERVICES – TORT LIABILITY**

Law Office of Michael E. Ripley  
Michael Ripley  
Attorney/Proprietor  
12520 High Bluff Dr., Suite 110  
San Diego, CA, 92130

This shall serve as Amendment No.4 to the original agreement G2206.0-19 as further described below.

### SCOPE

There shall be no changes to the scope of work.

### SCHEDULE

There shall be no changes to the schedule of this contract.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$150,000.00. The total value of this contract including this amendment shall be in the amount of \$746,666.90. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Michael Ripley, Attorney/Proprietor  
Law Office of Michael E. Ripley

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





**Metropolitan  
Transit  
System**

## **Amendment 3**

Date: July 21, 2022

MTS Doc No. G2202.3-19

### **LEGAL SERVICES - GENERAL**

Meyers Nave  
David W. Skinner  
Partner  
101 W. Broadway, Suite 1105  
San Diego, CA, 92101

This shall serve as Amendment No.3 to the original agreement G2202.0-19 as further described below.

### **SCOPE**

There shall be no change to the scope of work.

### **SCHEDULE**

There shall be no change to the schedule of this contract.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$150,000.00. The total value of this contract including this amendment shall be in the amount of \$425,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

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David W. Skinner, Partner  
Meyers Nave

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





**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2207.4-19

### **LEGAL SERVICES – TORT LIABILITY**

Ryan Carvalho, LLP  
Norman Ryan  
Attorney  
8989 Rio San Diego Drive, Suite 368  
San Diego, CA, 92130

This shall serve as Amendment No.4 to the original agreement G2207.0-19 as further described below.

### **SCOPE**

There shall be no changes to the scope of work.

### **SCHEDULE**

There shall be no changes to the schedule of this contract.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$125,000.00. The total value of this contract including this amendment shall be in the amount of \$738,877.22. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

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Norman Ryan, Attorney  
Ryan Carvalho, LLP

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





**Metropolitan  
Transit  
System**

## **Amendment 3**

Date: July 21, 2022

MTS Doc No. G2218.3-19

### **LEGAL SERVICES – WORKERS” COMPENSATION**

Trovillion, Inveiss & Demakis, APC  
Nicole Demakis  
Partner  
1455 Frazee Road, Suite 650  
San Diego, CA, 92108

This shall serve as Amendment No.3 to the original agreement G2218.0-19 as further described below.

### **SCOPE**

There shall be no changes to the scope of work.

### **SCHEDULE**

There shall be no changes to the schedule of this contract.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$100,000.00. The total value of this contract including this amendment shall be in the amount of \$325,173.24. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

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Nicole Demakis, Partner  
Trovillion, Inveiss and Demakis, APC

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





**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2209.4-19

### **LEGAL SERVICES – WORKERS' COMPENSATION**

Wheatley Bingham & Baker LLP  
Roger P. Bingham  
Partner  
101 W. Broadway, Suite 600  
San Diego, CA, 92101

This shall serve as Amendment No.4 to the original agreement G2209.0-19 as further described below.

### **SCOPE**

There shall be no changes to the scope of work.

### **SCHEDULE**

There shall be no changes to the schedule of this contract.

### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$400,000.00. The total value of this contract including this amendment shall be in the amount of \$1,537,369.09. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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Sharon Cooney, Chief Executive Officer

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Roger P. Bingham, Partner  
Wheatley Bingham & Baker LLP

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





## Agenda Item No. 10

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

July 21, 2022

#### SUBJECT:

SKID STEER PURCHASE & DELIVERY – CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. L1620.0-22 (in substantially the same format as Attachment A) with Miramar Bobcat, LLC, at \$159,056.41, for the purchase and delivery of a skid steer (Attachment B); and
- 2) Exercise the option to purchase the equipment options (Attachment C) within the CEO's discretion.

#### Budget Impact

The total budget for this project shall not exceed at \$159,056.41 (Attachment C), and will be funded by the FY22 On-Track Equipment Replacement budget, WBSE 2005114901.

#### DISCUSSION:

MTS is looking for a contractor to purchase and deliver a new skid steer for San Diego Trolley, Inc. (SDTI) Track Department. It will replace the current outdated skid steer that is beyond its useful life. The skid steer will be used by MTS Maintenance of Way (MOW) department for use on in-house track maintenance (e.g. loading and unloading asphalt, loading ballast, cleaning drainage, and loading track materials).

On May 5, 2022, MTS issued an Invitation for Bids (IFB) seeking a contractor to purchase and deliver a skid steer, along with related equipment options if exercised. Three (3) bids were received by the deadline of June 8, 2022 and are summarized as follows:

Company Name	Bid Amount	Firm Certifications
Innovative Equipment Services 3 LLC *	\$133,851.09	N/A
Miramar Bobcat, LLC	\$159,056.41	N/A
Jamison Transportation Products	\$247,250.26	Disadvantaged Business Enterprise (DBE)
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$147,499.53</i>	



*\*Non-responsive bidder*

Innovative Equipment Services' bid was rejected as the bid submittal was for a 2022 Takeuchi TL12R2-R, and not for the specified skid steer, M2 Series Bobcat S770, or an MTS approved equal. Innovative Equipment Services did not request for an approved equal before the deadline provided in the IFB.

Based on the bids received, and in comparison, with the MTS ICE, staff recommends awarding the contract to Miramar Bobcat, Inc. Staff has determined the price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. L1620.0-22 (in substantially the same format as Attachment A) with Miramar Bobcat, LLC, at \$159,056.41, for the purchase and delivery of a skid steer (Attachment B); and
- 2) Exercise the option to purchase the equipment options (Attachment C) within the CEO's discretion.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Agreement, MTS Doc. No. L1620.0-22  
B. Scope of Work  
C. Cost Form



# Metropolitan Transit System

## STANDARD AGREEMENT

### FOR

MTS DOC. NO. L1620.0-22

### SKID STEER PURCHASE AND DELIVERY

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Miramar Bobcat, LLC

Address: 9370 Miramar Road

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

San Diego CA 92126  
City State Zip

Email: dcombs3@harsco.com

Telephone: (714) 412-9143

Authorized person to sign contracts

James Wahlstrom  
Name

Regional Sales Manager  
Title

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

The contract is effective July 21, 2022. Delivery of all orders must be shipped in a timely manner. MTS has determined that 365 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery. The contract will terminate July 21, 2023.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$159,056.41 without the express written consent of MTS.

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



# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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## 1.1. GENERAL SPECIFICATIONS

Contractor shall provide the San Diego Metropolitan Transit System (MTS), on behalf of San Diego Trolley, Inc. (SDTI), with a skid steer.

### 1.1.1. SPECIFICATIONS

Skid-steer shall be a M2 Series Bobcat S770 or Approved Equal and meet the following minimum requirements.

- a. Minimum Tier IV 92 HP diesel engine.
- b. Two speed motor control.
- c. Selectable joystick controls of approved equal.
- d. Provide with the ability to connect and disconnect non-hydraulic attachments from inside the cab through electronic control.
- e. Open cab.
- f. Standard instrumentation panel.
- g. Adjustable suspension seat.

Provide with the following attachments:

- a. 74" heavy duty bucket with bolt-on 74" cutting edge.
- b. 48" 5.5K Severe Duty Pallet Fork Frame or approved equal.
- c. 48" 5.5K Teeth or approved equal.
- d. Solid Tires.

Contractor shall provide option pricing for the following equipment attachments:

- a. 72" Brushcat rotary cutter or approved equal.
- b. 74" Industrial bucket grapple.
- c. 72" sweeper bucket.
- d. Bobcat 30H Auger Hex Drive unit or approved equal. Unit also shall include the mounting frame, bumper kit, and 18" heavy duty hex bit.
- e. 14" standard flow planer with 14" drum.
- f. SG60 Stump grinder or approved equal. As part of the bid, contractor shall provide a specification sheet that details on how to attach an accessory(ies) to the SG60 Stump grinder or approved equal.
- g. Model 25 Dumping Hopper or approved equal. Minimum 2 cubic yard struck capacity.

## 1.2. EXECUTION

### 1.2.1 HANDLING AND DELIVERY

The skid steer should be delivered to the MTS Building C Yard located at 1535 Newton Ave, San Diego, CA 92113.

Contractor to notify MTS 48 hours prior to delivery. Contact information will be released upon contract award.

Delivery of all orders must be shipped in a timely manner. MTS has determined that 365 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery.

### **1.3. MEASUREMENT AND PAYMENT**

The contract price paid for "Furnish Skid-Steer" shall include full compensation for furnishing and delivering one (1) Skid-steer as specified.

### **1.4. INVOICES**

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

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

### **1.5. WARRANTY**

Bidders shall outline in detail their warranty on the equipment offered, including the method of adjustment in cases of equipment, component or parts failure. Warranty shall also be stated for installation labor, materials, and method of adjustment.

### **1.6. REPLACEMENT PARTS**

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

### **1.7. DELIVERY AND ACCEPTANCE**

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to the MTS Building C Yard located at 1535 Newton Ave, San Diego, CA 92113, unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

L1620.0-22  
SKID STEER PURCHASE AND DELIVERY  
MIRAMAR BOBCAT, LLC

Quantity	Item Description	Total
1	Skid Steer	\$ 76,336.00
1	74" heavy duty bucket with bolt-on 74" cutting edge	\$ 2,187.00
1	48" 5.5K Severe Duty Pallet Fork Frame or approved equal	\$ 1,229.00
1	48" 5.5K Teeth or approved equal	\$ 729.00
1	Solid Tires	\$ 3,200.00
Equipment Options		
Option 1	72" Brushcat rotary cutter or approved equal.	\$ 10,629.00
Option 2	74" Industrial bucket grapple.	\$ 6,098.00
Option 3	72" sweeper bucket.	\$ 6,049.00
Option 4	Bobcat 30H Auger Hex Drive unit or approved equal. Unit also shall include the mounting frame, bumper kit, and 18" heavy duty hex bit.	\$ 5,655.00
Option 5	14" standard flow planer with 14" drum.	\$ 15,825.00
Option 6	SG60 Stump grinder or approved equal. Attachment should include attachment methodology required per manufacture.	\$ 12,563.00
Option 7	Model 25 Dumping Hopper or approved equal. Minimum 2 cubic yard struck capacity.	\$ 6,615.00
Sub-Total		\$ 147,115.00
Tax		\$ 11,401.41
Delivery Cost of Skid Steer to MTS		\$ 540.00
<b>Overall Not-to-Exceed Amount</b>		<b>\$ 159,056.41</b>



## Agenda Item No. 11

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

July 21, 2022

**SUBJECT:**

**PYRAMID BUILDING INITIAL CLEANUP AND REPAIRS – WORK ORDER**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-17 to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABCGC) in the amount of \$179,476.83, for the rehabilitation of the Pyramid Building.

**Budget Impact**

The total budget for this project shall not exceed \$179,476.83. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.95% Job Order Contract (JOC) software license fee in the amount of \$3,499.80. This project is funded by MTS Capital Improvement Project (CIP) number 2006109401 – Pyramid Building Improvements.

**DISCUSSION:**

The MTS owned “Pyramid Building” located at 1699 Main Street in San Diego is currently unoccupied and requires cleanup and repairs. The long-term upgrades to the building include: seismic and structural repairs, fire rated wall, fire sprinklers and other minor upgrades to get the structure into a state of code compliance. Design services will be needed to evaluate these long-term upgrades. At this time, MTS plans to use the Pyramid Building for storage purposes.

In order to prepare for design services, initial repairs to the Pyramid Building are needed. These initial repairs will provide designers safer and improved access to the building to allow for them to perform a visual inspection of the columns and structures. The initial repairs generally consist of: demolishing and infilling the unusable loading dock, replacing existing high-bay light fixtures with Light-emitting diode (LED) fixtures to provide adequate lighting, removal of debris, removal of un-permitted office spaces, removal and proper disposal of all paintball splatter, removal of the un-permitted gaming area walls, removal of all of the parkour equipment and surrounding wood walls, and the concrete infilling of the open trenches.

This Project work will create a clear and open space for the design consultants to safely and adequately review the building and perform design services for the future planned building code compliance work.



On October 6, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consists of repair, remodeling, or other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

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

The JOC program includes a catalog of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, The Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor's proposed adjustment factor.

Nine (9) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item No. 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, and equipment for the rehabilitation of the Pyramid Building. Work is expected to be completed by September 2022. For this work order, ABCGC will be utilizing the following subcontractors: Casper's Concrete Cutting and Doctor of Electricity (See Attachment B).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-17 to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABCGC in the amount of \$179,476.83, for the rehabilitation of the Pyramid Building.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Work Order MTSJOC324-17  
B. Scope of Work



# Metropolitan Transit System

## JOB ORDER CONTRACT WORK ORDER

PWG324.0-21  
CONTRACT NUMBER

MTSJOC324-17  
WORK ORDER NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Kenneth Czubernat President  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$179,476.83

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





# Metropolitan Transit System

## JOB ORDER CONTRACT WORK ORDER

PWG324.0-21  
CONTRACT NUMBER

MTSJOC324-17  
WORK ORDER NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Kenneth Czubernat President  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$179,476.83

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



# EXHIBIT A

## (Scope of Work)



# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

## Final Scope of Work

Date: 6/27/2022

### Job Order Contracting

To:

From:

**Contract No:** PWG324.0-21  
**Job Order No:** MTSJOC324-17  
**Job Order Title:** Pyramid Building Initial Improvements  
**Location:** Pyramid Building  
1695 Main Street  
San Diego, CA 92113

**Brief Scope of Work:** Initial repairs and cleanup at the Pyramid Building.

## SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

### SECTION 1-1 GENERAL

Within the Pyramid Building there are various small items that need correcting as well as an overall cleanup of the building.

All work is to occur at the Pyramid Building 1699 Main St., San Diego 92113

### SECTION 1-2 STAGING

Contractor is to keep and store all materials and equipment within the work area or building as much as possible. Any further staging would have to be coordinated with the MTS Project Manager, but the desire is to keep all equipment in the building's Bay 3. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

### SECTION 1-3 TEMP FACILITIES

The contractor may use the restroom in Bay 1 or provide their own temp restrooms. Contractor is responsible for temp power and water if there is not a close or local source.

Diligent caution must be taken during the undertaking of this work. All work will occur within or around the building. MTS will loan keys for building access and necessary parking spots will be coned off. Contractor is to cone off suitable spots with delineators and caution tape throughout the duration of the work. Only vehicles necessary for the performance of the work shall be parked within the lot adjacent to the work. All other parking can be offsite.

**SECTION 1-5 WASTE**

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day.

**SECTION 1-6 SCHEDULE AND SEQUENCING**

All work shall be completed within thirty (30) calendar days from issuance of Notice to Proceed. Contractor is to provide a schedule for the work.

**SECTION 1-7 PYRAMID BUILDING INITIAL CLEANUP**

The intent of this project is to perform some initial repairs in the building as well as a cleanup & disposal and minor renovations. The building layout is Bay 1 from the south to Bay 4 to the north.

**Site:**

Remove loading dock on exterior between Bay 1 & 2. Remove sump pump in its entirety as well as concrete, CMU retaining wall, backfill and then pave back with concrete and hatch out white striping and no parking stencils to match adjacent paving area. Pave back flow line to match existing.

At north edge of building, infill eroded asphalt at bottom of downspout with soil and slurry. Place a splash block at the outfall of the downspout.

At the north-west corner of the building, backfill exposed footing with soil and slurry to prevent further erosion.

**Bay 1:**

Replace bulbs in approximately 15 light fixtures in order to provide suitable lighting inside the bay.

**Bay 2:**

Replace 2 light bulbs at entry.

**Bay 3:**

Remove and dispose of all old gym equipment and miscellaneous debris from the chain-link fence at the south side to the CMU wall on the north side.

Demo office space walls and safe off electrical as needed.

Demo chain-link fencing, cut anchor bolts flush to finish surface.

Demo metal monkey bar structure, cut anchor bolts flush to finish surface.

Perform a final sweep and broom clean of the entire bay.

**Bay 4:**

Remove and dispose of all old paintball equipment, debris, trash, gym equipment and anything else remaining inside the bay from the previous tenant.

Remove the large wood walls surrounding the parkour area.

Remove all equipment inside the parkour area.

Remove, capture and dispose of all paintball splatter on the walls and columns inside of Bay 4.

Cap the plumbing utilizes and infill the open trenches with concrete in the restroom construction area.

Demo the gaming center drywall and associated electrical. Cut any anchors flush to surface.

Perform a final sweep and broom clean of the entire bay.

---

Eli Belknap, Manager of Capital Projects

Date

## EXHIBIT B (Cost Breakdown)

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

**JOC Name (Contractor):** ABC General Inc.  
**Contract Name:** JOC Building and Facilities Construction Services - Option 1  
**Contract Number:** PWG324.0-21  
**Job Order Number:** MTSJOC324-17  
**Job Order Name:** Pyramid Building Initial Improvements  
**Location:** Pyramid Building  
**Cost Proposal Date:** June 7, 2022  
**Proposal Value:** \$179,476.83

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$158,979.04	\$0.00	\$0.00	\$158,979.04
02	Existing Conditions	\$2,433.61	\$0.00	\$0.00	\$2,433.61
03	Concrete	\$1,966.81	\$0.00	\$0.00	\$1,966.81
26	Electrical	\$13,119.57	\$0.00	\$1,417.89	\$14,537.46
32	Exterior Improvements	\$1,559.91	\$0.00	\$0.00	\$1,559.91
<b>Proposal Total:</b>					<b>\$179,476.83</b>
<b>The Percentage of Non Pre-Priced on this Proposal:</b>					<b>0.00%</b>



**JOC Name (Contractor):** ABC General Inc.  
**Contract Name:** JOC Building and Facilities Construction Services - Option 1  
**Contract Number:** PWG324.0-21  
**Job Order Number:** MTSJOC324-17  
**Job Order Name:** Pyramid Building Initial Improvements  
**Location:** Pyramid Building  
**Cost Proposal Date:** June 7, 2022  
**Proposal Value:** \$179,476.83

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total	
01 General Requirements									\$158,979.04	
1	012220000006		HR	Carpenter						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		80.00	x	\$87.52	x	1.0163	=	\$7,115.73
Equipment Excluded			Materials Excluded						\$7,115.73	
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										
2	012220000008		HR	Cement Mason						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		32.00	x	\$73.65	x	1.0163	=	\$2,395.22
Equipment Excluded			Materials Excluded						\$2,395.22	
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										
3	012220000010		HR	Electrician						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		80.00	x	\$78.27	x	1.0163	=	\$6,363.66
Equipment Excluded			Materials Excluded						\$6,363.66	
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										



4	012220000027	HR	Laborer									
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>		<b>LineTotal</b>	
		Installation	HR	400.00	x	\$74.04	x	1.0163	=		\$30,098.74	
	<b>Equipment Excluded</b>		<b>Materials Excluded</b>								<b>\$30,098.74</b>	
	<b>User Note:</b>											
	<b>Item Note:</b> For tasks not included in the Construction Task Catalog® and as directed by owner only.											
	<b>Owner Comments:</b>											
	<b>Contractor Comments:</b>											
5	012220000037	HR	Plumber									
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>		<b>LineTotal</b>	
		Installation	HR	16.00	x	\$95.53	x	1.0163	=		\$1,553.39	
	<b>Equipment Excluded</b>		<b>Materials Excluded</b>								<b>\$1,553.39</b>	
	<b>User Note:</b>											
	<b>Item Note:</b> For tasks not included in the Construction Task Catalog® and as directed by owner only.											
	<b>Owner Comments:</b>											
	<b>Contractor Comments:</b>											
6	012223000028	DAY	60' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform									
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>		<b>LineTotal</b>	
		Installation	DAY	2.00	x	\$512.06	x	1.0163	=		\$1,040.81	
	<b>Labor Excluded</b>		<b>Equipment Excluded</b>								<b>\$1,040.81</b>	
	<b>User Note:</b>											
	<b>Item Note:</b>											
	<b>Owner Comments:</b>											
	<b>Contractor Comments:</b>											
7	012223000062	WK	30' Electric, Scissor Platform Lift									
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>		<b>LineTotal</b>	
		Installation	WK	2.00	x	\$525.82	x	1.0163	=		\$1,068.78	
	<b>Labor Excluded</b>		<b>Equipment Excluded</b>								<b>\$1,068.78</b>	
	<b>User Note:</b>											
	<b>Item Note:</b>											
	<b>Owner Comments:</b>											
	<b>Contractor Comments:</b>											
8	012223000062	WK	30' Electric, Scissor Platform Lift									
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>		<b>LineTotal</b>	
		Installation	WK	2.00	x	\$525.82	x	1.0163	=		\$1,068.78	
	<b>Labor Excluded</b>		<b>Equipment Excluded</b>								<b>\$1,068.78</b>	
	<b>User Note:</b>											
	<b>Item Note:</b>											
	<b>Owner Comments:</b>											
	<b>Contractor Comments:</b>											

**Job: MTSJOC324-17: Pyramid Building Initial Improvements**

9	012223000289	DAY	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	9.00	x	\$1,287.24	x	1.0163	=	\$11,774.00
	<b>Equipment Excluded</b>									<b>\$11,774.00</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
10	012223000292	DAY	Hydraulic Hammer Attachment For Skid-Steer Loaders							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	9.00	x	\$202.64	x	1.0163	=	\$1,853.49
	<b>Labor Excluded</b>									
	<b>Equipment Excluded</b>									<b>\$1,853.49</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
11	012223000419	DAY	3,500 LB Mini-Excavator With Full-Time Operator							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	8.00	x	\$1,002.01	x	1.0163	=	\$8,146.74
	<b>Equipment Excluded</b>									<b>\$8,146.74</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
12	012223000868	DAY	5,000 PSI Pressure Washer With Full-Time Operator							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	5.00	x	\$727.40	x	1.0163	=	\$3,696.28
	<b>Equipment Excluded</b>									<b>\$3,696.28</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
13	012223000868	DAY	5,000 PSI Pressure Washer With Full-Time Operator							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	5.00	x	\$727.40	x	1.0163	=	\$3,696.28
	<b>Equipment Excluded</b>									<b>\$3,696.28</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									

**Job: MTSJOC324-17: Pyramid Building Initial Improvements**

14	012223001318	WK	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	WK	2.00	x	\$3,599.37	x	1.0163	=	\$7,316.08
	<b>Equipment Excluded</b>									<b>\$7,316.08</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
15	012223001330	DAY	13 CY Rear Dump Truck With Full-Time Truck Driver							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	12.00	x	\$1,621.69	x	1.0163	=	\$19,777.48
	<b>Equipment Excluded</b>									<b>\$19,777.48</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
16	012223001330	DAY	13 CY Rear Dump Truck With Full-Time Truck Driver							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	12.00	x	\$1,621.69	x	1.0163	=	\$19,777.48
	<b>Equipment Excluded</b>									<b>\$19,777.48</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
17	012223001341	DAY	2,000 Gallon Water Truck With Full-Time Driver							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	DAY	1.00	x	\$1,022.43	x	1.0163	=	\$1,039.10
	<b>Equipment Excluded</b>									<b>\$1,039.10</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
18	017113000002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
		Installation	EA	4.00	x	\$230.26	x	1.0163	=	\$936.05
	<b>Materials Excluded</b>									<b>\$936.05</b>
	<b>User Note:</b>									
	<b>Item Note:</b>	Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.								
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									

**Job: MTSJOC324-17: Pyramid Building Initial Improvements**

19	017113000004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	EA		1.00	x	\$715.07	x	1.0163	=	\$726.73
	<b>Materials Excluded</b>									<b>\$726.73</b>
	<b>User Note:</b>									
	<b>Item Note:</b>		Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.							
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
20	017413000003	CY	Collect Existing Debris And Load Into Truck Or Dumpster							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	CY		800.00	x	\$21.83	x	1.0163	=	\$17,748.66
	<b>Materials Excluded</b>									<b>\$17,748.66</b>
	<b>User Note:</b>									
	<b>Item Note:</b>		Per CY of debris removed.							
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
21	017416000004	MSF	Sweeper/Vacuum/Sprayer For Parking Lots, Streets And Roads							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	MSF		75.00	x	\$22.59	x	1.0163	=	\$1,721.87
	<b>Materials Excluded</b>									<b>\$1,721.87</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									
22	017419000036	TON	General Refuse							
	<b>Accepted</b>			<b>Quantity</b>	<b>x</b>	<b>Unit Price</b>	<b>x</b>	<b>Factor</b>	<b>=</b>	<b>LineTotal</b>
	Installation	TON		190.00	x	\$44.52	x	1.0163	=	\$8,596.68
	<b>Labor Excluded</b>									
	<b>Equipment Excluded</b>									<b>\$8,596.68</b>
	<b>User Note:</b>									
	<b>Item Note:</b>									
	<b>Owner Comments:</b>									
	<b>Contractor Comments:</b>									

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

23 017419000046 EA Hauling With 10 To 12 CY Dump Truck, Up To 15 Miles

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

Installation EA 12.00 x \$120.29 x 1.0163 = \$1,467.01

**Materials Excluded****\$1,467.01****User Note:****Item Note:** Each first 15 miles per trip**Owner Comments:****Contractor Comments:**



Job: MTSJOC324-17: Pyramid Building Initial Improvements

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
02 Existing Conditions							\$2,433.61			
24	024119130071		EA	Saw Cut Minimum Set-up Charge, One Per Project						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	1.00	x	\$820.54	x	1.0163	=	\$833.91
										\$833.91
User Note:										
Item Note: For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.										
Owner Comments:										
Contractor Comments:										
25	024119130079		EA	Torch Cutting Minimum Charge						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	2.00	x	\$762.52	x	1.0163	=	\$1,549.90
										\$1,549.90
User Note:										
Item Note: For projects where the total torch cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.										
Owner Comments:										
Contractor Comments:										
26	029050000489		LB	Sweeping Compound For Emergency Clean-up						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LB	100.00	x	\$0.49	x	1.0163	=	\$49.80
Labor Excluded		Equipment Excluded								\$49.80
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
03 Concrete							\$1,966.81				
27	033053000004		CY	Direct Chute, Place Two Sack Cement, Concrete Slurry							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	CY		9.00	x	\$149.99	x	1.0163	=	\$1,371.91
										\$1,371.91	
User Note:											
Item Note: Two 94# sack cement per CY.											
Owner Comments:											
Contractor Comments:											
28	033716000010		HR	35 CY/HR, 66 HP Trailer Mounted Concrete Pump							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	HR		6.00	x	\$97.56	x	1.0163	=	\$594.90
										\$594.90	
User Note:											
Item Note: Includes hoses											
Owner Comments:											
Contractor Comments:											



# Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/07/2022 08:23:47 AM PST

Job: MTSJOC324-17: Pyramid Building Initial Improvements

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total	
26 Electrical									\$14,537.46	
29	260120910003		EA	Lock Out/Tag Out Breaker Or Motor Starter						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		10.00	x	\$19.77	x	1.0163	=	\$200.92
Materials Excluded									\$200.92	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
30	265116000307		EA	4 T5HO Lamps, 4' Length, Fluorescent High Bay Fixture (Lithonia IBZ)						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		0.00	x	\$385.00	x	1.0163	=	\$0.00
	Demo	EA		15.00	x	\$93.01	x	1.0163	=	\$1,417.89
Labor Excluded	Equipment Excluded		Materials Excluded						\$1,417.89	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
31	265119000283		EA	21,000 Lumens, 200 Watt, 46.5" Length, LED Indirect High Bay Fixture (PlanLED IBL 200W)						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		15.00	x	\$847.43	x	1.0163	=	\$12,918.65
									\$12,918.65	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
32 Exterior Improvements							\$1,559.91			
32	321116160003		CY	Class II Graded Crushed Aggregate Roadway Base Course						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	CY	21.25	x	\$72.23	x	1.0163	=	\$1,559.91
										\$1,559.91
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
Proposal Total:										\$179,476.83
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: 6/27/2022

Job Order Contracting

**Contract #:** PWG324.0-21  
**Job Order #:** MTSJOC324-17  
**Job Order Title:** Pyramid Building Initial Improvements  
**Location:** Pyramid Building  
**Contractor:** ABC General Inc.  
**Subcontractors:** Casper's Concrete Cutting  
the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Casper's Concrete Cutting 3825 Bancroft Drive, Spring Valley, CA 91977	478960	Demolition		\$116,650.00	64.99%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$9,500.00	5.29%



## Agenda Item No. 12

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

July 21, 2022

#### SUBJECT:

DAVRA NETWORKS RUBAN SOFTWARE REPORTING AND ANALYTICS, SERVER  
MIGRATION AND SYSTEM ENHANCEMENTS – CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A), with Davra Networks, increasing the contract value in the amount of \$666,400.00, bringing the contract total to \$2,216,400.00 (Attachment B) and based on the changes to the scope, extend the agreement from December 1, 2022 through December 31, 2023.

#### Budget Impact

The total estimated cost of this amendment shall not exceed \$666,400.00. This amendment funding would come from the Capital Improvement Project (CIP) 2007116201-599903.

PROJECT DESCRIPTION	AMOUNT
Reporting & Analytics	\$ 540,400.00
Server Migration	\$ 16,800.00
System Enhancements	\$ 109,200.00
<b>AMENDMENT NO. 4 GRAND TOTAL:</b>	<b>\$ 666,400.00</b>

#### DISCUSSION:

MTS utilizes Davra Network's RuBAN™ software systems for next train arrivals, public address (PA) system announcements integration, automated passenger counting (APC), smart train sign programming, General Transit Feed Specification (GTFS) data, reports, and as an analytical tool for Light Rail Vehicle (LRV) operations and LRV maintenance staff. These information systems are a key communication link between transit operations and the traveling public.

To ensure these information systems continue to provide passengers with accurate and helpful information on arrival and departure times, and ensure LRV staff has real-time data on train



performance and operations, further development of the RuBAN™ platform is needed. This contract amendment will involve: a server migration, system enhancements, reporting and analytics upgrades, and extend the contract by one (1) year in order to provide enough time to complete these changes.

In terms of the server migration, MTS will be upgrading the Davra Network's Linux servers due to the existing CoreOS operating system reaching end of useful life, being no longer supported, and causing concerns from an information technology (IT) security standpoint. MTS will be moving from the CoreOS operating system to the Debian operating system. Using the Debian operating system will allow MTS to upgrade the RuBAN™ software to the most recent version, resolving the IT security issues identified by staff.

In terms of the system enhancements, minor changes to existing estimated train arrival algorithms and public announcement systems will be made, such as adding a feature that would allow input of a stop name or stop identification number in order to pull up estimated time of arrival more efficiently and to expand passenger announcements relating to how full a trolley car is of passengers.

In terms of reporting and analytics upgrades, this would expand train tracking reporting and analytics in the following ways:

- **Unscheduled Trips Support:**
  - Identify unscheduled trips (which are trips that are not scheduled in advanced but due to unanticipated events that may sometimes lead to sudden increases in demand, MTS will add extra services on-the-fly, either by leaving a train in service that is due to go out of service or by inserting a new train) to produce estimated time of arrival entries on station signs and record in applicable LRV Operation Reports.
- **Slow Consists:**
  - Identify where signaling at crossings (especially within Downtown area) is affecting scheduled performance of trains.
- **Schedule Accuracy:**
  - Identify where trains are consistently failing to meet scheduled performance.
- **Excessive Dwell Times:**
  - Identify where trains dwell longer than expected at stops.
- **Late Running Consists:**
  - Identify in real-time when a consist is running behind (or, potentially, ahead) of schedule.

Davra Networks has developed and expanded the RuBAN™ platform to meet agency needs and is responsible for support of all aspects of this platform. Davra Networks is the only firm that can develop the additional software enhancements to meet the continuing needs of the agency and support the current system in place. In order to maintain the RuBAN™ platform in a state of good repair and continue to provide the real-time information which our transit riders have come to expect and rely upon, it is necessary that Davra Networks continue to provide operational support of the RuBAN™ platform.

The proposed amount for this work is based off the rates of the existing contract and the total cost was determined to be fair and reasonable.

Therefore, staff recommends MTS Board of Directors authorize the CEO to execute Amendment No. 4 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A), with Davra Networks, increasing the contract value in the amount of \$666,400.00, bringing the contract total to \$2,216,400.00 (Attachment B) and based on the

changes to the scope, extend the agreement from December 1, 2022 through December 31, 2023.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Amendment No. 4 to MTS Doc. No. G2071.0-18  
B. Davra Networks Statements of Work  
C. Cost Form



**Metropolitan  
Transit  
System**

## **Amendment 4**

Date: July 21, 2022

MTS Doc No. G2071.4-18

### **DAVRA RUBAN SOFTWARE REPORTING AND ANALYTICS, SERVER MIGRATION AND SYSTEM ENHANCEMENTS**

Davra Networks  
Brian McGlynn  
Chief Operating Officer  
440 North Wolfe Road  
Sunnyvale CA 94085

This shall serve as Amendment No. 4 to the original agreement G2071.0-18 RuBAN Software and Support Infrastructure System Solution as further described below.

#### **SCOPE**

Contractor shall provide the reporting and analytics specified in Exhibit A, perform the server migration specified in Exhibit B and complete the system enhancements listed in Exhibit C.

#### **SCHEDULE**

Based on the changes to the scope, this agreement will be extended from December 1, 2022 through December 31, 2023.

#### **PAYMENT**

This contract amendment shall authorize additional costs not to exceed \$666,400.00. The total value of this contract including this amendment shall be in the amount of \$2,216,400.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Brian McGlynn, Chief Operating Officer  
Davra Networks

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

Attachments:

- A. Davra Reporting & Analytics Statement of Work
- B. Davra Server Migration Statement of Work
- C. Davra System Enhancements Statement of Work





# SDMTS

## Reporting & Analytics Statement of Work Rev 1.0

June 2022

## Project Overview

To provide insight into train behaviour through new reporting and data analytics.

### Time-based Reports

The requirements for time-based reports are:

- **Excessive Dwell Times:**
  - Identify where trains dwell longer than expected at stops. For each stop, report excessive dwell times on a trip-by-trip basis together with an average dwell time.
  - Report will be viewable on screen with various filtering options and can be printed or exported.
- **Schedule Accuracy:**
  - Identify where trains are consistently failing to meet scheduled performance from stop to stop. For each stop, report excessive transit times on a trip-by-trip basis together with an average transit time.
  - Report will be viewable on screen with various filtering options and can be printed or exported.
- **Late Running Consists:**
  - Identify in real-time when a consist is running behind (or, potentially, ahead) of schedule.
  - Deviations from schedule will be highlighted in the Train Management App for each live consist.
  - This will give a clear indication to the operators who can then put informational messages up on PA signs as required.

Excessive Dwell Times & Schedule Accuracy reports are complementary and can be combined into a single report.

### Velocity-based Reports

- **Slow Consists:**
  - To identify where signalling at crossings (especially within the Downtown area) is affecting scheduled performance of trains

### Unscheduled Trips Support

The detection of revenue trips created on-the-fly to meet sudden demand not anticipated in the GTFS schedule. This work is a pre-requisite for the Track Miles Travelled report.

### Out of Scope Reports

Other reports that have been proposed but are out of scope are:

- Fast Consists (Velocity-based report)
- Track Miles Travelled (Distance-based report)

## Schedule Accuracy Report

As described in the introduction, the Schedule Accuracy report will combine reporting on excessive dwell times and excessive transit times.

### Design & Investigation

Scope:

- Gather requirements for new generic reporting service offering in Davra core platform.
- Identify new & existing sources of data to realise reports.
- Analysis of raw data requirements to achieve reports, data usage & retention (extra disk space for storage, etc).
- Determine best formats for presenting reports, required filtering.
- UX design

### New Reports Service

Scope:

- A new core service to handle long running reporting requests:
  - Can be sent a batch of KairosDB requests, returns a unique token to identify request
  - Supports API for:
    - Polling for results per token, receives either an 'in progress' response or, if complete, the data.
    - Cancel request (by token)

### Data Collection

Scope:

- Add new threshold config criteria (set by API call):
  - a default expected dwell time that can be overridden per stop to allow for stops that always have longer dwell (e.g. SDSU)
  - an absolute offset to allow for hit radius inaccuracies when detecting arrival at (or departure from) a stop.
  - a default excessive dwell time difference, the time beyond the expected dwell time at which a delay to departure is regarded as excessive. This can be defined as an absolute time in seconds or possibly a percentage of the expected dwell time.
  - a default excessive transit time difference, the time beyond the scheduled transit time at which lateness(or earliness) is regarded as excessive. This can be defined as an absolute time in seconds or possibly a percentage of the expected transit time.
- For average transit & dwell time, update ETA Baseline source data & handling to include line (*GTFS.route.route\_id*) so that can distinguish between lines arriving at stations on common track. (Baselines on common track will now make a distinction between line travelled rather than a single transit\_time & wait\_time per shared stop)
- For specific trip breaches, detect & persist new **sdmts.report.schedule** event every time a consist leaves a stop (or arrives at terminus)

## Data Retrieval

### Scope:

- Method to retrieve per stop summary details from new Reports Service.  
Transit Time & Dwell Time time-series retrieval for date range, further refinement based on user filters (e.g. line). Generate average per stop/direction.
- Method to retrieve specific trips (optionally only with excesses) for a given stop from new Reports Service.  
Excessive Transit Time & Dwell Time time-series retrieval for date range and stop/direction, further refinement based on user filters (e.g. line). Generate average per stop/direction.

## Presentation

### Scope:

- Filter bar:
  - Date Range
  - Days of Week (Weekdays, Weekends, Saturdays Only, Sundays Only)
  - Line
  - Stop
  - Direction
  - Show All or:
    - Transit Threshold percentage
    - Dwell Threshold time
- Action buttons (Report, Print Summary, Print Details, Export)
- Summary line per stop, listing stops in physical order by line/direction showing average/expected transit & dwell times
- Expand summary line to give specific excessive trip instances for just that stop, listing trips by date & departure time.
- Ability to send to printer
- Ability to export to CSV file

Possible layout for summary:

Date: [Tue, 8 Mar 2022] – [Wed, 9 Mar 2022] [Weekdays] Line: [All] Stop: [All] Direction: [Both] [ ] Show All Transit Excess: [10%] Dwell Excess: [15 secs] <a href="#">REPORT</a> <a href="#">PRINT SUMMARY</a> <a href="#">PRINT DETAIL</a> <a href="#">EXPORT</a>						
Line	Direction	Stop Name	Average/Expected Transit Time	Num Trips In Excess	Average/Expected Dwell Time	Num Trips In Excess
⇒ BLUE	North	Beyer Blvd	225/210	1	70/40	3
⇒ BLUE	North	Iris Avenue	161/150	3	55/40	11
⇒ BLUE	North	Palm Avenue	155/150	0	42/30	2
.						
.						
.						
⇒ ORANGE	East	Encanto/62nd Street	112/90	5	57/30	9
⇒ ORANGE	East	Lemon Grove Depot	47/40	0	33/30	0
.						
.						
⇒ GREEN	East	Gaslamp	112/90	5	57/30	9
⇒ GREEN	East	Convention Center	47/40	0	33/30	0
.						
.						
.						

Possible layout for details:

Date: [Tue, 8 Mar 2022] - [Wed, 9 Mar 2022] [Weekdays]

Line: [All]   Stop: [All]   Direction: [Both]   [ ] Show All

Transit Excess: [10%]   Dwell Excess: [15 secs]

[REPORT](#)
[PRINT SUMMARY](#)
[PRINT DETAIL](#)
[EXPORT](#)

Line	Direction	Stop Name	Average/Expected Transit Time	Num Trips In Excess	Average/Expected Dwell Time	Num Trips In Excess		
↓ BLUE	North	Beyer Blvd	225/210	1	70/40	3		
<i>Date</i>	<i>Train #</i>	<i>Operator Id</i>	<i>Trip Start</i>	<i>Trip End</i>	<i>Route</i>	<i>Arrived</i>	<i>Transit Time</i>	<i>Dwell Time</i>
Tue, 8 Mar	004	00000	San Ysidro (4:34am)	UTC (5:57am)	01	4:37am	260/210	92/40
Tue, 8 Mar	005	00000	San Ysidro (4:49am)	UTC (6:12am)	01	4:51am	212/210	101/40
Tue, 8 Mar	008	00000	San Ysidro (5:34am)	UTC (6:57am)	01	5:36am	209/210	79/40
.								
.								
.								

## Knowledge Transfer, Training and Docs

Scope:

- Produce User Guide for Reporting

## **Late Running Consists Reporting**

### **Real-Time Late Running Reporting**

#### **Scope:**

- An indicator on the Train Management App will be used to mark consists that are running behind (or, indeed, ahead of) schedule, together with the length of delay.
- The lateness value will be based on the average lateness of all cars in the consist to the previous stop. It will not be re-assessed between stops.

### **Knowledge Transfer, Training and Docs**

#### **Scope:**

- User Guide for Train Management App including new Late Running indicators.

## Slow Consists Report

The requirements for the Slow Consists Report are to identify where signalling at crossings (especially within the Downtown area) is affecting scheduled performance of trains.

Signalling at road crossings is generally driven by 'train to wayside' triggers which activate as a train approaches the crossing. However, in areas where road density increases such as Downtown, signalling is meant to be synchronised so that once a train leaves each stop it will get a clear transit to the next stop, unhindered by crossings.

In reality this doesn't always occur and trains are held up at road crossings. Further insight is needed into when & where such delays occur to provide as feedback to the city authorities controlling signal timings.

This use case is concerned with signalling issues that cause active (In Service) trips to slow/stop between stations.

Such delays Downtown will become more of an issue for SDMTS now that the Mid-Coast Extension is operational as any delays will affect northbound services all the way up to La Jolla rather than just the Downtown stretch to America Plaza.

Delays due to poor signal synchronisation have also been highlighted between Gillespie Field & Santee (although to a lesser extent).

The data can be presented in summary via a graphical medium (such as a heat map) but a detailed textual report is also required that can be presented to city authorities as evidence of bad signalling.

### Pre-requisites

This utilises the generic Reports Service used by the Schedule Accuracy Report.

### Design & Investigation

Scope:

- In depth requirements identification for report.
- Determine best means of capturing and persisting raw data so as to minimise overheads but yield accurate reports. How to quantize data by time bucket and location per LRV and per consist.
- Handling of unscheduled trips
- Determine best formats for presenting reports, required filtering.
- Analysis of raw data requirements to achieve reports, data usage & retention (extra disk space for storage, etc).
- Prototyping report styles

### Data Collection

Scope:

- Calculate velocity from GPS per LRV, maintain a rolling history 1 minute history.  
For each 15 sec bucket, derive a consist velocity & position to represent the time bucket.  
Persist to time-series database.

## Data Retrieval

### Scope:

- Integrations with Reports Service
- API call to retrieve JSON for heat map & text report data filtered by:
  - date/time range
  - direction
- API call to retrieve PDF text report file filtered by:
  - date/time range
  - direction
- API call to retrieve CSV export file filtered by:
  - date/time range
  - direction

## Presentation

### Scope:

- UX Design
- Geohash map – shows trends for given date/time range, direction & velocity threshold.
- Text report – detailing delays between stops with an indication of how many trips were delayed and by how many minutes in total (see sample below)
- Print report – will request & display a PDF of full reporting
- Export report – will request a CSV and prompt user for save location.

## Knowledge Transfer, Training and Docs

### Scope:

- Update User Guide for Reporting

# Possible format of text report:

Date: [ Tue, 8 Mar 2022 04:00 ] – [ Wed, 9 Mar 2022 14:00 ]    Region: [ All ]    Direction: [ To Downtown ]    Speed Threshold: [ 5mph ]

From Stop	To Stop	Expected Transit Time	Delayed	Total	Percent	Time
<b>South Line</b>						
⇒ San Ysidro	Beyer Blvd	4m	5	50	10%	5m 23s
⇒ 8 <sup>th</sup> Street	Pacific Fleet	3m	1	50	2%	57s
⇒ Barrio Logan	12 <sup>th</sup> & Imperial	4m	12	50	24%	12m 34s
<b>Downtown</b>						
⇓ Park & Market	City College	3m	7	84	8%	8m 46s
Market Street			3	84	2%	
Tue, 8 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
Tue, 8 Mar 005 00000	San Ysidro (4:49am)	UTC (6:12am)		01		
Wed, 9 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
F Street			5	84	5%	
Tue, 8 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
Tue, 8 Mar 051 00000	Arnele Avenue (4:45am)	Courthouse (5:38am)		21		
Tue, 8 Mar 008 00000	San Ysidro (5:34am)	UTC (6:57am)		01		
Tue, 8 Mar 055 00000	Arnele Avenue (9:45am)	Courthouse (10:38am)		21		
Wed, 9 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
Park Blvd & Broadway			1	84	1%	
Wed, 9 Mar 055 00000	Arnele Avenue (9:45am)	Courthouse (10:38am)		21		
⇒ City College	Fifth Avenue	2m	10	84	12%	7m 32s
10 <sup>th</sup> Avenue			8	84	10%	
7 <sup>th</sup> Avenue			2	84	2%	
⇒ Civic Center	America Plaza	2m	14	84	17%	5m 12s
Front Street			3	84	4%	
Columbia Street			11	84	13%	
⇒ Civic Center	Courthouse	2m	2	84	2%	1m 44s
Front Street			2	84	2%	
<b>Mid-Coast</b>						
⇒ UCSD Health La Jolla	UCSD Central Campus	2m	7	45	16%	9m 23s
<b>Bayside</b>						
⇒ Convention Center	Gaslamp Quarter	1m	2	36	6%	2m 3s
⇒ Santa Fe Depot	America Plaza	3m	9	45	20%	14m 12s

## Unscheduled Trips Support

Currently the Davra system only recognises trips if they are scheduled in advance in the GTFS data.

When extra passengers are anticipated (for example, during Comic-Con) additional trips will be scheduled in advance in HASTUS and published as a new GTFS download. The Davra system treats these as regular trips, provided the GTFS data has been released in time (we check for changes every 30 minutes)

However, there are also times when unanticipated events lead to sudden increases in demand and SDMTS will add extra services on-the-fly, either by leaving a train in service that is due to go out of service or by inserting a new train. The Davra system will not currently recognise either of these as legitimate trips and so they will not produce ETA entries on station signs and they will not be recorded in the LRV Ops Reports.

Supporting unscheduled trips is also a pre-requisite for the Reporting/Analytics project for the “Track Miles Travelled” report. This report is a federal/state requirement, recording the distance travelled on lines by In Service (Scheduled & Unscheduled) & Out of Service consists & cars.

This project will address the two ways that unscheduled trains *currently* occur:

- A train that is due to go out of service can be kept in service, it retains its existing train number and the CCU route code will be changed to reflect its destination.
- A completely new train is inserted, it is assigned a unique special train number (031, 032, etc) and, again, the CCU route code will be changed to reflect its destination.

### Changes to Standard Operating Procedure

To support this first case we require a change to SOP. The driver or OCC will need to change the train number to one of the same special set for newly inserted trains.

The Davra system will then look for any train using those special ‘unscheduled trip train numbers’ and treat them differently. The CCU route code must also be set to identify the new trip’s destination (although it is possible to take the train out of service earlier if required by changing train number to 099). Note that ETAs will be sent to signs along that full route for the new train (although only the first 3 ETAs are ever displayed on the sign at a station)

Once we have these two attributes we can assign a ‘fake’ trip to the train that will allow us to determine ETA timings, the consist will appear in the Train Management App (flagged visually to indicate it is unscheduled) and it will be reported in LRV Ops Reports.

## Design & Investigation

### Scope:

- Detection of unscheduled trips, agree range of 'unscheduled train numbers'
- An approach to determine ETAs for unscheduled trips & then render them throughout the Davra system:
  - ETA
  - Train Management App
  - GTFS-rt feed
  - LRV Ops Reports

## Unscheduled Trips Support

### Scope:

- GTFS Service:
  - Allow for retrieval of 'longest trip' (the trip with the greatest number of GTFS.stop\_times) per route & direction.
  - For each 'longest trip', return GTFS.stop\_times (except departure\_time & arrival\_time), GTFS.stops & GTFS.shapes data. This will be used as a fake trip for ETA calculation of any unscheduled trips.
- ETA Service:
  - Detect unscheduled trips via special train numbers
  - Assign appropriate 'longest trip' accordingly to CCU route code chosen
  - Generate & publish ETA for the unscheduled trips (destination will be same as headsign based on CCU route code)
- GTFS-rt Service:
  - Generate VehiclePosition & TripUpdate records for unscheduled consists
  - Set TripDescriptor.schedule\_relationship to ADDED for unscheduled trips (or SCHEDULED for scheduled trips).  
(Note that ScheduleRelationship.UNSCHEDULED is not relevant to this use case.)
- Train Management App:
  - Display unscheduled trips as In Service consists in App
  - Flag consist as being unscheduled
  - LRVs for unscheduled trips will not display any trip\_id but will still maintain a firstSeen/lastSeen.
- LRV Ops Report:
  - We need to be able to determine a start & end for an unscheduled trip to appear in the report. This will use the 'longest trip' details for unscheduled trip train numbers in place of GTFS *tripsummary* data for a specific trip\_id.  
As a result, LRV Ops Report Depart & Arrive values will always show the first and last stop on the *route*, even if the actual unscheduled trip only completed a portion of that journey.
  - Include all unscheduled consists in LRV Ops Report & Export

### Notes:

Once a consist is assigned a special train number to mark it as unscheduled and has an in service CCU route code, then that consist will be regarded as live and in motion.

ETAs will be generated accordingly, even if the train then sits at a station awaiting initial departure. (That is, the ETAs will be generated assuming the consist only sits at the initial stop for the dwell time defined for that initial stop).

### **Knowledge Transfer, Training and Docs**

Scope:

- Provide training session for SDMTS staff
- Update any relevant documentation

## Deliverables and Schedule:

Deliverable	Time (Days)
<i>Schedule Accuracy: Design &amp; Investigation</i>	25
<i>Slow Consists: Design &amp; Investigation</i>	30
<i>Core: New Reports Service</i>	57
<i>Schedule Accuracy: Data Collection</i>	17
<i>Schedule Accuracy: Data Retrieval</i>	35
<i>Schedule Accuracy: Presentation</i>	30
<i>Schedule Accuracy: Knowledge Transfer, Training and Docs</i>	5
<i>Late Running Consists</i>	12
<i>Slow Consists: Data Collection</i>	22
<i>Slow Consists: Data Retrieval</i>	59
<i>Slow Consists: Presentation</i>	39
<i>Slow Consists: Knowledge Transfer, Training and Docs</i>	4
<i>Unscheduled Trips Support: Design &amp; Investigation</i>	2
<i>Unscheduled Trips Support: GTFS &amp; ETA</i>	28
<i>Unscheduled Trips Support: GTFS-rt, TrainMgt App &amp; LRV Ops Report</i>	20
<i>Unscheduled Trips Support: Knowledge Transfer, Training and Docs</i>	1
<b>Total</b>	<b>386</b>

## Professional Services

For the Services provided under this SoW, Davra estimated a total of **386 days** at the standard SDMTS Rate of **\$1,400** per day, a total of **\$540,400**.

## Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM, Jason McNeil, in two payments aligning to project milestones.

Project shall commence as soon as PO has been received.

## Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order.

If the above defined project responsibilities are not met, additional fees may apply.

## Locations

Davra will complete the platform development at the locations listed below:

1. Davra R&D HQ in Dublin, Ireland

## Assumptions

1. Davra will provide a dedicated Development resource and a Project Manager to this project.
2. SDMTS will provide a dedicated Project Manager to his project.
3. SDMTS will provide all documentation and reports to Davra as required.
4. Both parties will commit to weekly update and progress meetings.

## Project Completion

Davra shall agree that this project (and each milestone) is complete once all items within this SoW have been delivered.

## Contacts

**Davra** – Gerry McDonnell, +353-85-174-4844 [gerry.mcdonnell@davra.com](mailto:gerry.mcdonnell@davra.com)

**SDMTS** - Jason McNeil, Phone: 619-744-5940, [Jason.McNeil@sdmts.com](mailto:Jason.McNeil@sdmts.com)

## Authorization

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

\_\_\_\_\_  
SDMTS Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Davra Title

\_\_\_\_\_  
Date



# SDMTS

## Server Migration Statement of Work Rev 1.1

June 2022

## Project Overview

The Davra platform uses Kubernetes for container orchestration, when first implemented CoreOS was the OS of choice for supporting Kubernetes however, that OS has since been end-of-lifed and Davra have moved its platform to Debian.

The staging (SD DEV) & production (SD PRD) systems in SDMTS need migrating to new Debian servers including their associated Cassandra nodes and the monitoring server (SD DEV2).

This migration should occur without data loss in the production environment, that is, existing historic data should be retained whilst live data continues to be persisted to the new database servers.

IoT Data message forwarding can initially be used from OLD SD PRD but a synchronised switchover will ultimately be required. Each router is currently configured to send to 12.162.202.18 (OLD SD PRD public IP address), rather than update each router SDMTS Networking will map this IP to the IP of NEW SD PRD.

Davra will migrate the SD DEV environment in full first and verify the process before migrating SD PRD and initiating the switchover.

## Deliverables and Schedule - *Expect 1 stage of payment*

Deliverable	Time (Days)	Payment Milestone
Migrate SD DEV: Platform server, Cassandra servers & Monitoring server	7	1
Migrate SD PRD: Platform server, Cassandra servers & Monitoring server	5	1
<b>Total</b>	<b>12</b>	

## Professional Services

For the Services provided under this SoW, Davra estimated a total of **12** days at the standard SDMTS Rate of **\$1,400** per day, a total of **\$16,800**.

## Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM, Jason McNeil, in a single payment aligning to project milestone.

Project shall commence as soon as PO has been received.

## Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order Request.

If the above defined project responsibilities are not met, additional fees may apply.

## Locations

Davra will complete the platform development at the locations listed below:

1. Davra R&D HQ in Dublin, Ireland

## Assumptions

1. Davra will provide a dedicated Development resource and a Project Manager to this project.

2. SDMTS will provide a dedicated Project Manager to his project.
3. SDMTS will provide all documentation and reports to Davra as required.
4. Both parties will commit to weekly update and progress meetings.

## Project Completion

Davra shall agree that this project (and each milestone) is complete once all items within this SoW have been delivered.

## Contacts

**Davra** – Gerry McDonnell, +353-85-174-4844 [gerry.mcdonnell@davra.com](mailto:gerry.mcdonnell@davra.com)

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**SDMTS** **Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Davra** **Title**

\_\_\_\_\_  
**Date**



# SDMTS

## System Enhancements Statement of Work Rev 1.0

June 2022

## Project Overview

Various small enhancements to Davra SDMTS systems:

- APC Enhancements:
  - A new Occupancy API for Mid-Coast signs
  - APC support for SD8s
- NLP Enhancements:
  - Add feature to NLP so that ETA requests can be made purely by entering stop name or stop id.
- PA Enhancements:
  - Support PA Full Page messaging across GTFS-rt feed so that Mid-Coast signs can display them (through work by Mecatran & AppSpace).
- SDMTS Core Enhancements:
  - Investigate effort required for full replacement of Daktronics signs and subsequent removal of Daktronics related functionality.
  - Other proposed enhancements to the SDMTS Core, PA or NLP systems.
- Woojin workarounds to handle badly behaved Woojin RNS signs.

## **APC Enhancements**

### **APC Support for 4000 Series (SD8) LRVs**

The first APC projects reported passenger count data sent from INIT COPILOTpc2 equipped 5000 series LRVs (SD9s). The earlier models are equipped with INIT COPILOTpc1 which has different external connections.

INIT will provide a new version of the firmware to run on COPILOTpc1 and export the same APC data structure as a JSON payload via the same HTTP REST API call used on the 5000 series cars.

This SoW is for the deployment & testing of the Davra IOx agent with APC support onto all 4000 series Cisco 829 routers.

### **Assumptions**

- There will be no changes by INIT to the JSON object or HTTP port & URL used to send the data.
- SDMTS will make the necessary router/networking configuration changes to facilitate this call reaching the IOx agent.
- It is envisaged that this work will occur after Cradlepoint IBR1700 APC support has been completed so that any platform updates required by Cradlepoint can be incorporated into this deployment of the IOx agent (e.g. changing from port 8001 to 9001 for support of HTTP calls from Davra platform to the routers)

### **New REST API for Occupancy Data**

There is an existing API endpoint /lrv-status that gives in depth data on each LRV in the system. What is required is a set of new API endpoints that give only APC data that can be queried for all cars, a specific car (by LRV Name) or a specific consist (by Train Number).

Such an API could then be used to display occupancy data on signs.

API will be implemented in the rns-handler Service but offered via the lrv-manager Service which will implement basic caching to minimise load due to high volumes of repeated requests.

### **New LRV Occupancy API**

#### **GET /lrv-manager/occupancy/:filter\*?**

Where:

- **filter** is unspecified – return occupancy for all cars
- **filter** starts with “LRVnnnn” – return occupancy for specific car
- **filter** starts with “TNnnn” – return occupancy for specific car

Sample response:

```
{
  "LRV2007":
  {
    "isLRVLive": false,
    "isAPCAActive": false
  },
  "LRV5037":
  {
    "unifiedTrainNumber": "005",
    "routeNumber": "02",
    "direction": "EB",
    "tripId": "16283792",
    "isLRVLive": true,
    "isAPCAActive": true,
    "apc":
    {
      "firstSeen": 1645166946,
      "lastSeen": 1645171278,
      "apcCount": 17,
      "occupancyStatus": 0,
      "doorState": [0,0,0,0,0,0,0,0],
      "sensorState": [0,0,0,0,0,0,0,0],
      "atTerminus": false,
      "lastTerminusStopId": "77787",
      "terminusFirstSeen": 1645166412,
      "terminusLastSeen": 1645165750
    }
  },
  ...
}
```

Where top level identifies the LRV and:

- **unifiedTrainNumber** - The last received train number sent from either Woojin RNS in the LRV.
- **routeNumber** - The SDMTS Route Number extracted from the masterCCURoute
- **direction** - EB or WB, depending on masterCCURoute
- **tripId** - The GTFS tripId associated with the consist
- **isLRVLive** - Are we get current data from the LRV and has it been recognised as running a valid GTFS trip.
- **isAPCAActive** - Are we get current data from the INIT COPILOTpc onboard the LRV.
- **apc:**
  - **firstSeen/lastSeen** - First & last time APC data was received from the LRV, originating from the INIT COPILOTpc2. Will be sent ~5 seconds after an LRV leaves a stop.
  - **apcCount** - The current number of passengers in the car, including adjustments that zero occupancy when it arrives at a terminus.
  - **occupancyStatus** - The GTFS-rt VehiclePosition.OccupancyStatus as determined from apcCount and the size of the LRV:
    - 0 = EMPTY
    - 1 = MANY\_SEATS\_AVAILABLE
    - 2 = FEW\_SEATS\_AVAILABLE
    - 3 = STANDING\_ROOM\_ONLY
    - 4 = CRUSHED\_STANDING\_ROOM\_ONLY
    - 5 = FULL
  - **doorState** - Open/Closed status of the 8 doors in the car (should always be zero as data only sent when car in motion):

- -1 = Unknown
  - 0 = Closed
  - 1 = Open
- **sensorState** - Status of sensors for each of the 8 doors:
    - -1 = Unknown
    - 0 = OK
    - 1 = Sabotaged
    - 2 = Faulty
    - 3 = Not Connected
    - 4 = Invalid Request (due APC request while door is open)
  - **atTerminus** - is the car currently at a terminus
  - **lastTerminusStopId** - the terminus stop that the car is at currently, or was most recently
  - **terminusFirstSeen/terminusLastSeen** - when we first & last saw car was at a terminus

### New Consist Occupancy API

#### GET /lrv-manager/tn\_occupancy/:filter\*?

Where:

- **filter** is unspecified – return occupancy for all cars
- **filter** starts with “LRVnnnn” – return occupancy for the consist that includes the specific car
- **filter** starts with “TNnnnn” – return occupancy for all cars in the specific consist (Train Number)

Sample response:

```
{
  "005":
  {
    "routeNumber": "02",
    "direction": "EB",
    "tripId": "16283792",
    "consist":
    {
      "LRV5037":
      {
        "isAPCActive": true,
        "apc":
        {
          "doorState": [0,0,0,0,0,0,0,0],
          "sensorState": [0,0,0,0,0,0,0,0],
          "apcCount": 15,
          "firstSeen": 1645166946,
          "lastSeen": 1645171438,
          "occupancyStatus": 0,
          "lastTerminusStopId": "77787",
          "terminusFirstSeen": 1645166412,
          "atTerminus": false,
          "terminusLastSeen": 1645165750
        }
      },
      "LRV5008":
      {
        "isAPCActive": true,
        "apc":
        {
          "doorState": [0,0,0,0,0,0,0,0],
          "sensorState": [0,0,0,0,0,0,0,0],
```

```

        "apcCount": 9,
        "firstSeen": 1645166946,
        "lastSeen": 1645171437,
        "occupancyStatus": 0,
        "lastTerminusStopId": "77787",
        "terminusFirstSeen": 1645166673,
        "atTerminus": false,
        "terminusLastSeen": 1645166191
    },
    "LRV5042":
    {
        "isAPCAActive": true,
        "apc":
        {
            "doorState": [0,0,0,0,0,0,0,0],
            "sensorState": [0,0,0,0,0,0,0,0],
            "apcCount": 9,
            "firstSeen": 1645166946,
            "lastSeen": 1645171438,
            "occupancyStatus": 0,
            "lastTerminusStopId": "77787",
            "terminusFirstSeen": 1645166398,
            "atTerminus": false,
            "terminusLastSeen": 1645165795
        }
    },
    "orderedConsist":
    [
        "LRV5037",
        "LRV5008",
        "LRV5042"
    ]
},

```

Where top level identifies the Train Number of a live consist, other attributes are same as for the */lrv-manager/occupancy* API.

### **Possible uses for new Occupancy Data REST API**

**NOTE: The details described in this section are not included in the scope of this SoW.**

### **Nanov Signs**

The new Nanov signs will get their ETA & PA data from SDMTS's OBA server (via a ChromeBox fitted to each sign running an Appspace program that handles sign content):

- GTFS-rt ServiceAlerts will be pulled by the SDMTS OBA Server from a unified GTFS-rt feed provided by Mecatran that merges content from Davra's GTFS-rt and their own Urbiplan-Alerts.  
(**Note:** There is not currently an [OBA API](#) to retrieve ServiceAlerts from OBA)
- GTFS-rt VehiclePosition (which includes [OccupancyStatus](#)) & TripUpdates will be pulled by the SDMTS OBA Server directly from Davra's GTFS-rt feed.  
**Note:** There is not currently an [OBA API](#) to retrieve occupancy data from OBA.  
Also, GTFS-rt OccupancyStatus is still flagged as an 'experimental' field in the GTFS-rt specification.

The aspiration is that the Appspace software will be able to make calls direct to the Davra platform to retrieve occupancy data for each ETA line it is displaying, giving an indication of occupancy for each car in the consist.

Daktronics Signs

For the legacy 4-line Daktronics signs, space is a limitation with a top line for a title or scrolling PA message and up to 3 lines of ETA data:

SDMTS.COM		00:52 AM
ORG	Courthouse	7 min
BLU	America Plaza	12 min
ORG	Courthouse	41 min

The displaying of occupancy data on these signs is out-of-scope of this SoW but the REST APIs proposed here could be used by new or existing services in the Davra platform to push occupancy data to these signs.

Some options for displaying occupancy on Daktronics signs might be:

- Redefine the template so that each ETA alternates between displaying ETA & occupancy (the Daktronics template would handle the alternation between the 2 messages).  
This may impact on the primary purpose of showing ETAs.
- When a train leaves a station, show a scrolling message at the next station indicating occupancy. This may impact on any scrolling PA messages intended for that stop, particularly during period when there is a high frequency of trains.  
It may also result in confusing messaging at points where the top two ETAs can swap. This can occur where lines merge (e.g. Blue & Orange heading downtown coming into 12<sup>th</sup> & Imperial).

For any option, it may only be possible to display a summary of the consist occupancy rather than give occupancy per consist car, and even then short codes will be required to describe occupancy state in a way that the general public will understand.

## **NLP Enhancements**

### **Support train ETA requests by stop name or stop id only**

- A deviation from NLP – if the user enters just a stop name or GTFS stop\_id, assume they want ETAs from that stop.
- This functionality will sit alongside NLP behaviour and not interfere with NLP style requests.
- Work will include improved recognition of short forms for station names.

## **PA Enhancements**

### **Full Page message support over GTFS-rt**

- The Daktronics signs allowed for a scrolling message on line 1 of the sign (ETAs are displayed on lines 2-4) or a full page message that would occupy all 4 lines (thus hiding any underlying ETA data or lower priority scrolling message)
- GTFS-rt ServiceAlerts have no concept of message formatting (or priorities).
- Depending on agreement with AppSpace, Davra could ensure that any 'Full' message include a linefeed (even if it is only a short single line message). This control character will be passed through GTFS-rt and Mecatran (and also OBA, see below). Will need to check with Mecatran that they will indeed pass these characters on and not strip them out.
- The onus is then on AppSpace to detect linefeed characters and display the message in a different part of the screen (that is, overwriting the ETAs).
- Note that the OBA App can already handle these additional linefeed characters.
- The concept of message priorities (that is, a Full message overwrites a Scrolling one) will be handled within the Davra GTFS-rt Service.

## **SDMTS Core Enhancements**

### **Investigate Daktronics Replacement**

- Analysis on effort required to remove support for Daktronics signs over time including eventual removal of all Daktronics specific functionality

### **Other Enhancements**

- A number of other enhancements have been discussed with SDMTS. A priority will be assessed and work scoped as required. Potential topics are:
  - PA App Scheduler improvements
  - Support for new routes
  - Better consist order processing through Coupled Cars detection
  - Improvements to NLP request parsing

## Woojin Workarounds

There is a long term issue with the Woojin RNS signs in SDMTS whereby they can refuse to receive updates but will still send out-of-date data back to the Davra server.

This can then affect the consist as the rogue train number looks like a new update and can be applied to the whole consist, often leading to the train going into an 'Unknown' status as the system cannot then find a GTFS trip that matches the route & new train number, or – in a worse case scenario – will incorrectly match the train number to an existing live trip resulting in two consists appearing to run the same trip.

If/when this situation is spotted the driver or OCC will try in vain to set the train number to the correct value. It may appear to update briefly but will then revert to the incorrect value, which is undoubtedly frustrating to the user and reflects badly on the Davra system even though the root cause is with the Woojin signs. Eventually one of the other Woojin signs will push up the correct train number and the consist will reset.

The current "fix" is the power cycle the misbehaving Woojin sign, but this can only happen in the yard once the car is out of service and only then if LRV Maintenance can get to it.

Such disruption can affect live ETAs with sudden disappearances & re-appearances of trips or large jumps in ETA times. In addition, it can result in incorrect data being logged in the LRV Ops Report. Issues that impact on both SDMTS operations and the public perception of SDMTS.

## **Proposal**

The agents running on the routers must be updated to ignore rogue data from the Woojin signs. This will need to be done for both the Cisco IOx agent & the Cradlepoint NCCO agent.

- Davra will update the agents to ignore data received from Woojin signs that refuse to take updates.
  - Before a consist goes into service, the driver will set the train number in the master cab. This will be propagated to all Woojin signs in the consist, so before trip start we will know which signs are behaving and which are rejected changes.
- The agent will notify the Davra server when a sign is failing.
  - This will be indicated on the Train Management App
    - (There is already a health state "*Comms failure between Cab [A/B] RNS & Router*" but this indicates a failure receiving *from* not sending updates *to* the sign.)
  - The notification can be hooked into the Davra Rules Engine to alert selected operators via email/SMS/webex, etc. The underlying problem still needs to be addressed (that is, power cycle to Woojin sign) so this mechanism can be used to notify LRV Maintenance & other interested parties of the Woojin fault.
- Every time the train number is updated (by the driver, by OCC or by the overnight reset to '099'), every Woojin sign in a consist will be updated. In this way the state of a failing sign can be verified and if it has been fixed, the fault indicator will be cleared.

Note that it is possible (although extremely unfortunate) for both Woojin RNS signs in a single car to be faulty. More likely (although still rare) would be for more than one car in a consist to have Woojin signs experiencing such a fault.

## 1. Updates to Cisco IOx Agent

Scope:

Maintain 'trustworthiness' flags for each cab's RNS – will be updated:

When POST API call tries to SET TN (train number changed by OCC)

When a REPORT TN disagrees with a prior SET TN (train number changed by driver)

Upon receipt of REPORT TN, send update to Davra platform including flag indicating if RNS is untrusted.

New agent will be deployed to all Cisco 829 equipped LRVs (2000, 3000, 4000 & 5000-5045 series)

## 2. Updates to Cradlepoint NCCO Agent

Scope:

Similar changes as for Cisco IOx agent.

New agent will be deployed to all Cradlepoint equipped LRVs (5046+ series)

## 3. Updates to RNS Handler

Scope:

- Receive & process new 'trustworthiness' flag in **com.sdmts.rns.msg** IoT Data message from router agent.
- Expose through various *lrvstatus* API calls

## 4. Updates to Train Management App

Scope:

- New health text to indicate RNS fault.
- New icon to flag RNS fault (indicating A or B end, or possibly both)

## 5. Configure Rules Engine based alerting

Scope:

- **NOTE: This feature can only be introduced after Server Migration project after which latest version of Davra platform will be deployed.**
- Configure new Rule for **com.sdmts.rns.msg** with value.action = 'REPORT' and value.trust = 'False' to send email to nominated contact.
  - Throttle so only sent once per 24 hour period (implicitly, per device)

## Deliverables and Schedule:

Deliverable	Time (Days)
APC: Validate & Deploy IOx agent to all 4000 series (SD8) LRVs	5
APC: New Occupancy REST API	4
NLP: ETA by stop name	8
PA Full Page support over GTFS-rt	2
SDMTS Core: Daktronics Replacement Investigation	2
SDMTS Core: Other enhancements for PA, ETA or NLP	29
Woojin Workarounds: Cisco IOx Agent updates & deployment	14
Woojin Workarounds: Cradlepoint NCCO Agent updates & deployment	5
Woojin Workarounds: Davra Platform App/Service updates	9
<b>Total</b>	<b>78</b>

## Professional Services

For the Services provided under this SoW, Davra estimated a total of **78** days at the standard SDMTS Rate of **\$1,400** per day, a total of **\$109,200**.

## Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM, Jason McNeil.

Project shall commence as soon as PO has been received.

## Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
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1. Davra R&D HQ in Dublin, Ireland

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3. SDMTS will provide all documentation and reports to Davra as required.
4. Both parties will commit to weekly update and progress meetings.

## Project Completion

Davra shall agree that this project (and each milestone) is complete once all items within this SoW have been delivered.

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\_\_\_\_\_  
SDMTS Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Davra Title

\_\_\_\_\_  
Date

**AMENDMENT 4 (G2071.4-18) DELIVERABLE AND COST BREAKDOWN**

<b>Reporting &amp; Analytics</b>			
<b>DESCRIPTION</b>	<b>QTY(days)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
Schedule Accuracy: Design & Investigation	25	\$ 1,400.00	\$ 35,000.00
Slow Consists: Design & Investigation	30	\$ 1,400.00	\$ 42,000.00
Core: New Reports Service	57	\$ 1,400.00	\$ 79,800.00
Schedule Accuracy: Data Collection	17	\$ 1,400.00	\$ 23,800.00
Schedule Accuracy: Data Retrieval	35	\$ 1,400.00	\$ 49,000.00
Schedule Accuracy: Presentation	30	\$ 1,400.00	\$ 42,000.00
Schedule Accuracy: Knowledge Transfer, Training and Docs	5	\$ 1,400.00	\$ 7,000.00
Late Running Consists	12	\$ 1,400.00	\$ 16,800.00
Slow Consists: Data Collection	22	\$ 1,400.00	\$ 30,800.00
Slow Consists: Data Retrieval	59	\$ 1,400.00	\$ 82,600.00
Slow Consists: Presentation	39	\$ 1,400.00	\$ 54,600.00
Slow Consists: Knowledge Transfer, Training and Docs	4	\$ 1,400.00	\$ 5,600.00
Unscheduled Trips Support: Design & Investigation	2	\$ 1,400.00	\$ 2,800.00
Unscheduled Trips Support: GTFS & ETA	28	\$ 1,400.00	\$ 39,200.00
Unscheduled Trips Support: GTFS-rt, TrainMgt App & LRV Ops Report	20	\$ 1,400.00	\$ 28,000.00
Unscheduled Trips Support: Knowledge Transfer, Training and Docs	1	\$ 1,400.00	\$ 1,400.00
<b>Total Days:</b>	<b>386</b>	<b>Total Amount:</b>	<b>\$ 540,400.00</b>

<b>Server Migration</b>			
<b>DESCRIPTION</b>	<b>QTY(days)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
Migrate SD Dev	7	\$ 1,400.00	\$ 9,800.00
Migrate SD Prd	5	\$ 1,400.00	\$ 7,000.00
<b>Total Days:</b>	<b>12</b>	<b>Total Amount:</b>	<b>\$ 16,800.00</b>

<b>System Enhancements</b>			
<b>DESCRIPTION</b>	<b>QTY(days)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
APC: Validate & Deploy IOx agent to all 4000 series (SD8) LRVs	5	\$ 1,400.00	\$ 7,000.00
APC: New Occupancy REST API	4	\$ 1,400.00	\$ 5,600.00
NLP: ETA by stop name	8	\$ 1,400.00	\$ 11,200.00
PA Full Page support over GTFS-rt	2	\$ 1,400.00	\$ 2,800.00
SDMTS Core: Daktronics Replacement Investigation	2	\$ 1,400.00	\$ 2,800.00
SDMTS Core: Other enhancements for PA, ETA or NLP	29	\$ 1,400.00	\$ 40,600.00
Woojin Workarounds: Cisco IOx Agent updates & deployment	14	\$ 1,400.00	\$ 19,600.00
Woojin Workarounds: Cradlepoint NCCO Agent updates & deployment	5	\$ 1,400.00	\$ 7,000.00
Woojin Workarounds: Davra Platform App/Service updates	9	\$ 1,400.00	\$ 12,600.00
<b>Total Days:</b>	<b>78</b>	<b>Total Amount:</b>	<b>\$ 109,200.00</b>

**Amendment 4 Total****\$ 666,400.00**



## Agenda Item No. 13

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

July 21, 2022

#### SUBJECT:

SECURITY SERVICES UNIFORMS – 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. G2608.0-22 (in substantially the same format as Attachment A) to Ace Uniforms, LLC dba Ace Uniforms, a Small Business (SB), for Security Services Uniforms for a five (5) year term in the amount of \$416,449.44.

#### Budget Impact

The total budget for this project shall not exceed \$416,449.44. The project will be funded by Security Services department account 420010-571280.

#### DISCUSSION:

As part of the MTS Transit Security and Passenger Safety Department (MTS Security), MTS utilizes Code Compliance Inspectors to ensure safety and security of passengers, employees and MTS property. MTS provides newly hired Code Compliance Inspectors with an initial issue of uniform and equipment items, as well as replacement of uniform or equipment items that become damaged and/or unserviceable due to on-duty incidents or through routine wear and tear. MTS Security currently has 77 Code Compliance Inspectors. MTS does not have plans at this time to significantly increase the number of Code Compliance Inspectors but due to usual staff attrition, MTS anticipates the hiring of 200 Code Compliance Inspectors in the next 5 years.

In order to ensure MTS has a sufficient supply of uniform and equipment items for its Code Compliance Inspectors, on May 5, 2022, MTS issued an Invitation for Bids (IFB) to establish an as-needed, five-year base contract for Security Services Uniforms. MTS received one (1) bid from Ace Uniforms. MTS conducted a post bid survey with prospective bidders requesting their reason(s) for not bidding. The results of the survey indicated that neither the IFB nor MTS's procurement processes played a role in other firms' decisions not to bid on the project. Ace Uniform's bid was deemed responsive and responsible.



The table below summarizes the anticipated annual and total cost of uniforms per employee based on the number of uniforms and equipment need.

	Independent Cost Estimate (ICE)			Ace Uniforms		
Description	Estimated cost per new employee	Estimated # of new employees per year	Total cost	Estimated cost per new employee	Estimated # of new employees per year*	Total cost
Year 1	\$1,650.00	40	\$66,000.00	\$1,717.76	45	\$77,299.20
Year 2	\$1,800.00	45	\$81,000.00	\$1,717.76	50	\$85,888.00
Year 3	\$2,000.00	40	\$80,000.00	\$1,717.76	45	\$77,299.20
Year 4	\$2,200.00	45	\$99,000.00	\$1,717.76	50	\$85,888.00
Year 5	\$2,400.00	30	\$72,000.00	\$1,717.76	35	\$60,121.60
Subtotal			\$398,000.00	Subtotal		\$386,496.00
Tax (7.750%)			\$30,845.00	Tax (7.750%)		\$29,953.44
Total Cost			\$428,845.00	Total Contract Cost (Basis of Award)		\$416,449.44

\*A contingency of 5 employees was added per year

The overall total amount is inclusive of 7.75% California sales tax.

Staff has deemed Ace Uniforms to be the lowest responsive and responsible bidder. Based on MTS's cost/price analysis, past purchase history and in comparison, to the ICE, staff determined Ace Uniform's price to be fair and reasonable.

Therefore, staff recommends the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2608.0-22 (in substantially the same format as Attachment A) to Ace Uniforms, LLC dba Ace Uniforms, a SB, for Security Services Uniforms in the amount of \$416,449.44.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Agreement, MTS Doc. No. G2608.0-22  
B. Bid Price Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. G2608.0-22 SECURITY SERVICES UNIFORMS

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: ACE UNIFORMS, LLC dba ACE UNIFORMS

Address: 633 16<sup>th</sup> Street

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

San Diego CA 92101  
City State Zip

Email: [frank@aceuniforms.com](mailto:frank@aceuniforms.com)

Telephone: 619-233-0227

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

Frank Flores  
Name

Director of Sales  
Title

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

The contract term is for five (5) years effective August 1, 2022 through July 31, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$416,449.44 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ACE UNIFORMS, LLC DBA: ACE UNIFORMS
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____



MTS SECURITY SERVICES UNIFORMS					
<b>BIDDER: ACE UNIFORMS, LLC</b>					
Quantities are for bidding purposes only and do not reflect expected quantities. Please review the scope for more information regarding the expected number of purchases. Bidders shall submit their prices in the column 's' - "Unit Price" and are responsible for ensuring correct formulas throughout the file.					
INSPECTORS / SUPERVISORS					
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	Small	1	\$ 84.62	\$ 84.62
2	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	Medium	1	\$ 84.62	\$ 84.62
3	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	Large	1	\$ 84.62	\$ 84.62
4	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	XL	1	\$ 84.62	\$ 84.62
5	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	2 XL	1	\$ 84.62	\$ 84.62
6	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	3 XL	1	\$ 84.62	\$ 84.62
7	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	4 XL	1	\$ 92.94	\$ 92.94
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	Small	1	\$ 84.62	\$ 84.62
2	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	Medium	1	\$ 84.62	\$ 84.62
3	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	Large	1	\$ 84.62	\$ 84.62
4	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	XL	1	\$ 84.62	\$ 84.62
5	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	2 XL	1	\$ 84.62	\$ 84.62
6	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	3 XL	1	\$ 84.62	\$ 84.62
7	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	4 XL	1	\$ 92.94	\$ 92.94
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8143- BLAUER Color Block Performance Polo Long Sleeve	Small	1	\$ 95.38	\$ 95.38
2	8143- BLAUER Color Block Performance Polo Long Sleeve	Medium	1	\$ 95.38	\$ 95.38
3	8143- BLAUER Color Block Performance Polo Long Sleeve	Large	1	\$ 95.38	\$ 95.38
4	8143- BLAUER Color Block Performance Polo Long Sleeve	XL	1	\$ 95.38	\$ 95.38
5	8143- BLAUER Color Block Performance Polo Long Sleeve	2 XL	1	\$ 95.38	\$ 95.38
6	8143- BLAUER Color Block Performance Polo Long Sleeve	3 XL	1	\$ 104.40	\$ 104.40
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8143- BLAUER Color Block Performance Polo Long Sleeve	Small	1	\$ 95.38	\$ 95.38
2	8143- BLAUER Color Block Performance Polo Long Sleeve	Medium	1	\$ 95.38	\$ 95.38
3	8143- BLAUER Color Block Performance Polo Long Sleeve	Large	1	\$ 95.38	\$ 95.38
4	8143- BLAUER Color Block Performance Polo Long Sleeve	XL	1	\$ 95.38	\$ 95.38
5	8143- BLAUER Color Block Performance Polo Long Sleeve	2 XL	1	\$ 95.38	\$ 95.38
6	8143- BLAUER Color Block Performance Polo Long Sleeve	3 XL	1	\$ 104.40	\$ 104.40
7	8143- BLAUER Color Block Performance Polo Long Sleeve	4 XL	1	\$ 104.40	\$ 104.40

#	Description	Size	Qty.	Unit Price	Ext. Price
1	5.11 Men's Pants <b>Navy Blue, #74326 CLASS B CARGO PANT</b>	Waist 42 &	1	\$ 55.20	\$ 55.20
2	5.11 Men's Pants <b>Navy Blue, #74326 CLASS B CARGO PANT</b>	Waist 44 &	1	\$ 63.97	\$ 63.97
#	Description	Size	Qty.	Unit Price	Ext. Price
1	5.11 Women's Pants <b>Navy Blue, #64306 CLASS B CARGO PANTS,</b>	Waist 14 &	1	\$ 55.20	\$ 55.20
2	5.11 Women's Pants <b>Navy Blue, #64306 CLASS B CARGO PANTS,</b>	Waist 16-28	1	\$ 55.20	\$ 55.20
#	Description	Size	Qty.	Unit Price	Ext. Price
1	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	X-Small	1	\$ 211.15	\$ 211.15
2	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Small	1	\$ 211.15	\$ 211.15
3	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Medium	1	\$ 211.15	\$ 211.15
4	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Large	1	\$ 211.15	\$ 211.15
5	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	XL	1	\$ 211.15	\$ 211.15
6	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	2 XL	1	\$ 211.15	\$ 211.15
7	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	3 XL	1	\$ 211.15	\$ 211.15
8	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	4 XL	1	\$ 233.00	\$ 233.00
9	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	5 XL	1	\$ 310.20	\$ 310.20
10	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	6 XL	1	\$ 310.20	\$ 310.20
1	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	X-Small	1	\$ 211.15	\$ 211.15
2	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Small	1	\$ 211.15	\$ 211.15
3	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Medium	1	\$ 211.15	\$ 211.15
4	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Large	1	\$ 211.15	\$ 211.15
5	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	XL	1	\$ 211.15	\$ 211.15
6	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	2 XL	1	\$ 211.15	\$ 211.15
7	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	3 XL	1	\$ 211.15	\$ 211.15
8	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	4 XL	1	\$ 233.00	\$ 233.00
9	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	5 XL	1	\$ 310.20	\$ 310.20
10	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	6 XL	1	\$ 310.20	\$ 310.20
1	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	X-Small	1	\$ 503.33	\$ 503.33
2	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	Small	1	\$ 503.33	\$ 503.33
3	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	Medium	1	\$ 503.33	\$ 503.33
4	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	Large	1	\$ 503.33	\$ 503.33
5	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	XL	1	\$ 503.33	\$ 503.33
6	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	2 XL	1	\$ 503.33	\$ 503.33
7	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	3 XL	1	\$ 503.33	\$ 503.33
8	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	4 XL	1	\$ 503.33	\$ 503.33
9	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	5 XL	1	\$ 503.33	\$ 503.33
10	Men's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06</b>	6 XL	1	\$ 503.33	\$ 503.33

#	Description	Size	Qty.	Unit Price	Ext. Price
1	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	X-Small	1	\$ 503.33	\$ 503.33
2	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	Small	1	\$ 503.33	\$ 503.33
3	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	Medium	1	\$ 503.33	\$ 503.33
4	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	Large	1	\$ 503.33	\$ 503.33
5	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	XL	1	\$ 503.33	\$ 503.33
6	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	2 XL	1	\$ 503.33	\$ 503.33
7	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	3 XL	1	\$ 503.33	\$ 503.33
8	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	4 XL	1	\$ 503.33	\$ 503.33
9	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	5 XL	1	\$ 503.33	\$ 503.33
10	Women's Body Armor <b>(United Shield Virtus II Level II NIJ 0101.06)</b>	6 XL	1	\$ 503.33	\$ 503.33
1	Body Armor Carrier <b>(Extra Carrier for Body Armor)</b>		1	\$ 85.00	\$ 85.00
2	Cap Flex Fit <b>(navy blue)</b>	SM-MD	1	\$ 10.00	\$ 10.00
3	Cap Flex Fit <b>(navy blue)</b>	LG-XL	1	\$ 10.00	\$ 10.00
4	Name Tape embroidering & cloth badge <b>(Name Tape w/ Gold)</b>		1	\$ 12.00	\$ 12.00
5	Sewing		1	\$ 3.00	\$ 3.00
6	11"x4" Reflective silver patch with 3' black or navy blue lettering that		1	\$ 14.00	\$ 14.00
7	Embroidery on cap		1	\$ 10.00	\$ 10.00
<b>LEATHER DUTY GEAR BASKET WEAVE</b>					
#	Description	Size	Qty.	Unit Price	Ext. Price
1	34 HL (TK) <b>Basket weave Sam Brown Belt w/ Brass buckle</b>		1	\$ 57.32	\$ 57.32
2	6050-01 (chambers) <b>Trouser Belt 1 1/2" BW Black w/ Brass Buckle</b>		1	\$ 15.92	\$ 15.92
3	65500-404 (TK) <b>Basket weave Radio Holder</b>		1	\$ 29.55	\$ 29.55
4	65195-29 (TK) <b>Hand Cuff Case w/ Brass Snap</b>		1	\$ 30.17	\$ 30.17
5	65437-16 (TK) <b>Men's Keepers bw w/Brass Snap</b>		4	\$ 2.95	\$ 11.80
6	65437-16 (TK) <b>Women's Keepers bw w/Brass Snap</b>		4	\$ 2.95	\$ 11.80
8	39924-P010 <b>Peerless Handcuffs</b>		1	\$ 33.62	\$ 33.62
9	65602-237 (TK) <b>Double Citation Book Cover</b>		1	\$ 59.30	\$ 59.30
10	Sabre Red Crossfire - Pepper Spray		1	\$ 18.00	\$ 18.00



## Agenda Item No. 14

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

July 21, 2022

#### SUBJECT:

IMPERIAL AVENUE DIVISION (IAD) ZERO EMISSION BUS (ZEB) OVERHEAD CHARGING  
PHASE I – WORK ORDER

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA353-AE-01 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A) with Dokken Engineering, Inc. (Dokken) in the amount of \$335,731.23 to provide engineering design services for Phase 1 of the IAD electric bus charging infrastructure project.

#### Budget Impact

The total budget for this project shall not exceed \$335,731.23. The project is funded by Capital Improvement Program (CIP) 3009116101 – IAD ZEB Overhead Charging.

#### DISCUSSION:

MTS currently operates and maintains a fixed route fleet of one hundred forty-eight (148) compressed natural gas (CNG) buses and four (4) battery electric buses (BEBs) at IAD. MTS seeks to implement a scalable and modular battery bus charging system for the IAD BEB fleet, to comply with the California Air Resources Board (CARB) requirements for a full transition by 2040. Based on the results of the IAD ZEB Master Plan, MTS will be constructing the overhead infrastructure in various phases to provide charging capabilities for the IAD BEB fleet. The first phase would include overhead charging infrastructure for forty (40) BEBs in order to meet the needs of the initial BEBs arriving in 2024, as well as scalable electrical infrastructure for future phases.

Under the proposed work order, Dokken will provide engineering services to develop and refine the IAD ZEB Master Plan Phase 1 conceptual plan into a Schematic Design Site Plan, including the major components, updated construction quantities and cost estimates for the electrical, civil, structural, fire protection, and equipment components for the first phase of overhead charging at IAD. Once the design is completed, MTS at this time anticipates procuring a design-build contract for the construction services. If MTS decides to not proceed with design-



build and elects to use an alternate delivery method (e.g. low-bid construction solicitation), MTS will amend Dokken's work order to include the necessary and additional design services.

On September 15, 2021, MTS issued a solicitation for On-Call Architectural and Engineering (A&E) Design Services by requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of A&E design and related consulting services separated into the following three (3) categories:

- Category A: Comprehensive/Full Service - Five (5) prime contracts
- Category B: Small Business Set Aside- Three (3) prime contracts awarded to a certified Small Business (SB) or a Disadvantaged Business Enterprise (DBE) certified firm, (which is also considered to be a Small Business)
- Category C: Specialty Prime – Up to Five (5) specialty service contracts

As a result of the RFSQ, seven (7) firms were selected to perform various A&E services. For projects requiring A&E Services, work orders will be issued to these firms.

MTS staff reviewed the approved A&E firms in Category A, and utilizing a direct award process, selected Dokken to perform the requisite services. Dokken had previously completed a ZEB master plan study at South Bay Maintenance Facility (SBMF).

Dokken's proposed amount of \$335,731.23 is less than MTS's Independent Cost Estimate (ICE) and determined to be fair and reasonable. For the project, Dokken will utilize the following subcontractors:

Subcontractor Firm Name	Firm Classification	Dollar Value of Subcontract
Aguirre & Associates	Disadvantaged Business Enterprise (DBE)	\$17,220.24
Geocon Incorporated	None	\$44,327.00
WSP	None	\$140,423.71

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment WOA353-AE-01 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A) with Dokken in the amount of 335,731.23 to provide engineering design services for Phase 1 of the IAD electric bus charging infrastructure project.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Work Order



**Metropolitan  
Transit  
System**

July 21, 2022

MTS Doc. No. PWL353.0-22  
WOA353-AE-01

Mr. John Klemunes, PE  
Regional Manager  
Dokken Engineering  
1450 Frazee Road, Suite 100  
San Diego, CA 92108

Dear Mr. Klemunes:

Subject: WORK ORDER WOA353-AE-01, TO MTS DOC. NO. PWL353.0-22, ENGINEERING SERVICES FOR MTS IMPERIAL AVENUE DIVISION ZERO EMISSION BUS OVERHEAD CHARGING - PHASE 1 DESIGN SERVICES

This letter shall serve as Work Order WOA353-AE-01, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

#### SCOPE OF SERVICES

This Work Order shall provide design services for MTS Imperial Avenue Division Zero Emission Bus Overhead Charging - Phase 1 Design Services (Attachment A).

#### SCHEDULE

The Scope of Services, as described above, shall be for a period of twelve (12) weeks from the date of the Notice to Proceed.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$335,731.23 without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney  
Chief Executive Officer

\_\_\_\_\_  
John Klemunes, PE  
Regional Manager, Dokken Engineering

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

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

# Attachment A:

# Scope of

# Services

**MTS Doc. No. PWL353.0-22****Work Order No. WOA353-AE-01**

**WORK ORDER TITLE:** MTS Imperial Avenue Division Zero Emission Bus Overhead Charging - Phase 1 Design Services

## **I. PROJECT DESCRIPTION**

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services for the schematic design, design development, and final engineering for phase 1 of the new Battery Electric Bus (BEB) infrastructure at MTS's Imperial Avenue Division (referred to hereafter as “IAD”). 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. The Phase 1 design is to be based on the IAD ZEB Master Plan dated 4/28/2022. It is anticipated phase 1 will be designed to accommodate:

- A minimum of 30 new 40' electric buses to be delivered in March 2024
- Infrastructure and overhead gantry for 40 total buses
- A modular and scalable design
- Provide for implementation without disruptions to current service
- Located east of the Service Lane Building
- 3:1 charging ratio
- Platform mounted cabinet equipment design
- Switchgear installation at north-west corner of property
- Design shall include solar panels, battery storage, and a backup generator that will be bid as an additive/alternate

## **II. SCOPE OF WORK**

This task order is to prepare the Schematic Design plans for Phase 1.

### **TASK 1: PROJECT MANAGEMENT**

#### **1.1. Project Management**

Consultant shall provide project management services that will include monthly progress reports, invoicing and administration of the project. As part of this task the consultant shall be responsible to maintain schedule compliance of final deliverables for this task order.

- 1.1.1. Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.1.2. Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings. It is assumed there will be bi-weekly meetings for the duration of the task order.
- 1.1.3. Develop and implement a project schedule to complete the Scope of Work and manage the project to eliminate or minimize supplemental agreements.

- 1.1.4. Provide coordination between MTS and outside agencies and stakeholders, this includes manage decision making and communication with MTS, community/agency, and the stakeholder team.
- 1.1.5. Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the Consultant or sub-Consultants. The Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.
- 1.1.6. Provide QA/QC 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 shall have a check box or signature indicating a review has been performed.

## **1.2. Agency Coordination**

- 1.2.1. Consultant shall provide all necessary coordination with outside agencies and key stakeholders as required for the design. This includes but isn't limited to SDG&E and the City of San Diego. Consultant shall coordinate with MTS staff regarding ownership, easements, and joint-use agreements for any of the work.
- 1.2.2. Consultant shall ensure all design elements meet the requirements of SDG&E and SDG&E Design Standards as well as submissions of drawings for SDG&E approval as required by SDG&E.
- 1.2.3. Collect all necessary as-builts from outside agencies required for the design.
- 1.2.4. Conduct initial site visits with MTS for review of project, confirmation of existing conditions, and examine existing environment, structures, and facilities.

## **TASK 2: CONSTRUCTION DOCUMENTS – SCHEMATIC DESIGN (SD)**

The development of the Schematic Design Documents is to be based on the final conceptual plan developed during the programming/Master plan development phase completed by Dokken/WSP in May 2022. The plans will be further refined through the design development of the following elements of work. Assumes bi-weekly meetings will be held with MTS during this phase.

### **2.1. Survey and Geotechnical Engineering During Design**

- 2.1.1. Provide all necessary design surveying as needed, for use in the design of the site improvements. Consultant shall review and evaluate information for the proposed work area, including all available information and MTS design guidelines, local jurisdiction requirements, ADA standards and other pertinent information that may apply. Any survey after design or during the construction phase will be performed by the construction manager or contractor. A CADD file of the boundary and easements will be provided by MTS. The Aerial Topography compiled during the Master Plan Phase will be used as a basis for the mapping and will be supplemented with the design surveying covered in this task.

- 2.1.2 Prepare a utility pothole plan for up to 20 potholes, including a list of utilities to be potholed and location map with access identified, for MTS' review and approval. Pothole operations will be performed by a qualified contractor. A depth measurement will be taken for each pothole location. After the depth measurement, each potholed location will be backfilled. Suitable markers will be placed at each location such that a survey crew can locate markers at a later date. The markers will be PK nails in pavement areas and a survey stake in non-paved areas. Depth measurements will be made to the top of the PK nail or the survey stake.

A private utility locator will mark out utilities within the project footprint based on available existing information and field conditions. The utility mark outs will be field surveyed, and locations will be incorporated into the base mapping.

Dokken Engineering will develop a Subsurface Investigation Report to include utility owner, type, size, station, coordinates, depth from the marker to top of pipe or duct package, surveyed elevation of the marker, calculated top of pipe or duct package elevations, and estimated bottom of pipe or duct bank elevation at each location. The report will also include a photograph of each location.

- 2.1.3. Provide all necessary geotechnical engineering as required for the design. Any geotechnical engineering, special inspection, observations, or recommendations required during the course of the construction will be performed by the construction manager and/or contractor. Consultant shall review all pertinent and available geotechnical literature including geotechnical reports, topographic maps, geologic maps, and aerial photographs; perform 6 field borings as needed approximately 30 feet below existing pavement surface; and compile and analyze the data obtained; prepare a geotechnical memo. The geotechnical memo shall consist of a proposed pavement section, recommendations for backfill of underground storage tanks to be removed, recommendations for vertical and lateral loading on pier foundations, groundwater depth, boring logs, and R-value test results. Consultant shall conduct R-Value testing and engineering analysis required to evaluate geotechnical parameters and develop a proposed pavement section.
- 2.1.4. Consultant shall provide environmental sampling in conjunction with the geotechnical evaluation. The environmental sampling shall consist of collecting soil samples during manual advancement of the required borings at depths of 1, 3, and 5 feet below ground surface (bgs); submitting the soil samples, under chain-of-custody procedures, to a State of California certified laboratory for analysis of total petroleum hydrocarbons (TPH) extended range organics (TPH-ext) (C4-C40) utilizing EPA Method 8015B, volatile organic compounds (VOCs), including fuel oxygenates, utilizing EPA Method 8260B, and Title 22 Metals utilizing EPA Method 6010B/7471A; and preparing and submitting a technical memorandum summarizing the analytical results, including analytical data tables and figures. In the event that soil export is required, Consultant shall provide direction on the proper removal and disposal of the soil.
- 2.1.5. Consultant shall prepare a limited geotechnical report based on the design phase geotechnical explorations.

**2.2 Base Sheet & Topo Map:** Consultant shall create a base file based on the topo survey and boundary developed in Task 1.3. This map will be located in real world coordinates and will include contours, structures, and available utilities.

**2.3 Schematic Site Plan Design:** Consultant shall develop and refine the master plan Phase 1 conceptual plan into a Schematic Design Site Plan for the site. Efforts include adjustments to the concept site backgrounds to fix misalignments/non-coplanar CAD data between the received different site as-builts to create an accurate aligned background suitable for a construction document level detail design background in both AutoCAD Civil 3D for Civil and Revit for the remainder of the disciplines. Creation of all discipline construction document plan sheets at 1"=40' scale (Architectural/General, Civil, Structural, Electrical, Equipment, Fire Protection, Mechanical, PV). This task will include a detailed and dimensioned layout for the Phase 1 electric charging infrastructure location, ingress/egress, vehicular flow, proposed wet and dry utilities, grading, demolition, and future improvements. The design shall include solar panels, battery storage, and a backup natural gas generator that will be indicated as an additive/alternate with the bid. Civil 3D and Revit files will be developed in 3D and provided to MTS.

Consultant will prepare a construction staging plan as part of the schematic design effort to analyze how operations on the site will be maintained during construction

Key decisions need to complete in Schematic Design phase prior to starting 90% Construction Documents include:

- 2.3.1. Confirm how final Bid Documents will be presented with assumption project will be procured using traditional design-bid-build delivery.
- 2.3.2. Document any bus charging systems components that will be included in the bid scope of work and any items that will be provided by MTS to the successful bidding contractor as either owner furnished/owner installed, or owner furnished/contractor installed items.
- 2.3.3. Confirm any long-lead bid items that need to be developed separately and/or concurrently with the bid set.

**2.4 General Outline Specifications:** General outline specifications will be developed highlighting the major components and identifying the general quality of the product

**2.5 Construction Cost Estimates:** Provide updated quantities and cost for the electrical, civil, structural, fire protection, and equipment components. This task includes generating new quantity takeoffs based on the more detailed schematic design from all the disciplines. Produce Class 3 Opinion of Probable cost.

### III. PERIOD OF PERFORMANCE

Services shall be completed within 12 weeks from the date of the NTP.

### IV. DELIVERABLES

Based on an assumed NTP start date of August 2022, schematic design documents will be prepared and anticipated to be delivered within 12 weeks of NTP

### V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

## A. Tasks Schedule

<b>Task</b>	<b>Begin/End Dates</b>
TASK 1: PROJECT MANAGEMENT	NTP/12 WEEKS
TASK 2: 60% CONSTRUCTION DOCUMENTS – SCHEMATIC DESIGN (SD)	NTP/12 WEEKS

## B. Milestones/Deliverables Schedule

<b>Milestone/Deliverable</b>	<b>Due Date</b>
Monthly Progress Reports	MONTHLY
60% Design Package	NTP/12 WEEKS
Opinion of Probable Cost	
Specification outline	

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

Project documentation and background reports from prior work efforts will be provided by MTS.

**VII. SPECIAL CONDITIONS**

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work 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. All deliverables will be provided in electronic format – hard copies of review packages and other developed SBMF documents can be provided as an additional service.
- C. MTS is to provide the Site Boundary and existing easements in a CADD format. This includes all underground and aerial easements.
- D. MTS provided aerial and utility / ground survey and existing as-built documents of the IAD buildings on site.
- E. All stated opinion of probable cost estimates primary characteristics based on the Association for the Advancement of Cost Engineering (AACE) classification definitions.
- F. Facilitating and / or participation in MTS facilitate third party Value Engineering Workshop is excluded in this scope of work but can be added as a modification to scope.
- G. Assumes a charger to dispenser ratio of 3:1

**VIII. MTS ACCEPTANCE OF SERVICES:**

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

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

**IX. DEFICIENT WORK PRODUCT:**

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

- Revising provided documents,

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

**X. DELIVERABLE REQUIREMENTS**

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

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

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

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

**XI. PRICING**

Except where otherwise noted herein, pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

**XII. ADDITIONAL INFORMATION**

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

**XIII. PREVAILING WAGE**

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

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

Survey

# Attachment B: Negotiated Fee Proposal

# Work Order Estimate Summary

Att.A, AI 14, 07/21/22

MTS Doc. No.	PWL353.0-22
Work Order No.	WOA353-AE-01
Attachment:	B

Work Order Title: **MTS Imperial Avenue Division Zero Emission Bus Overhead Charging - Phase 1 Design Services**

Project No: **TBD**

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$262,476.23
2	ODC	Other Direct Costs	\$73,255.00

Totals = **\$335,731.23**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management	130	\$33,789.66
2	Task 2	60% Construction Documents - Schematic Design (SD)	1,377	\$301,941.57

Totals = **1,507** **\$335,731.23**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken Engineering	578	\$133,760.28
X				Aguirre & Associates	64	\$17,220.24
				Geocon Incorporated	148	\$44,327.00
				WSP	717	\$140,423.71

Totals = **1,507** **\$335,731.23**



## Agenda Item No. 15

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

July 21, 2022

#### SUBJECT:

VEHICLE PAINT SUPPLY – SOLE SOURCE 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. G2610.0-22 (in substantially the same format as Attachment A) with Annex Warehouse Co. Inc. (Annex), for the provision of vehicle paint in the amount of \$202,743.48 for a period of two (2) years.

#### Budget Impact

The total budget for this project shall not exceed \$202,743.48. The project will be funded through the annual budgetary process through the following operations accounts: San Diego Transit Corporation (SDTC) (311031-545100) and San Diego Trolley, Inc. (SDTI) (350016-545100).

#### DISCUSSION:

MTS currently directly operates approximately 240 buses and 171 rail vehicles. As these vehicles operate they are subject to accidents and vandalism and need to be repainted. MTS has an onsite paint booth that is operated by a third-party contractor, Carlos Guzman Inc., and supplied using vehicle paint and coating materials issued from the San Diego Transit and San Diego Trolley warehouses.

MTS vehicles have a unique, recognizable red color that is proprietary and can only be supplied by our current supplier Annex. These paint products are inventory items that will be purchased as-needed based on MTS' estimated annual usage.

The pricing obtained from Annex, when compared to MTS' Independent Cost Estimate (ICE) and current contract pricing, was determined to be fair and reasonable.



Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2610.0-22 (in substantially the same format as Attachment A) with Annex, for the provision of vehicle paint in the amount of \$202,743.48 for a period of two (2) years.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Agreement MTS Doc No. G2610.0-22  
B. Bid Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. G2610.0-22 VEHICLE PAINT SUPPLIES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Annex Warehouse Company, Inc. Address: 7450 Reseda Blvd.  
Reseda, CA 91335  
 Form of Business: Corporation  
 (Corporation, Partnership, Sole Proprietor, etc.) Email: [iman@annexpaint.com](mailto:iman@annexpaint.com)  
 Telephone: (818) 344-3000  
 Authorized person to sign contracts Iman Rahbar Owner  
 Name Title

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

The contract term is for two (2) years effective 08/01/2022 through 07/31/2024.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$ \$202,743.48 without the express written consent of MTS.

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



## EXHIBIT B - COST FORM

Material	Description	UOM	Estimated Usage (Annex to use this to provide pricing)	Annex to Provide				
				Lead Time (in days)	Year 1 Unit Cost	Extended Year 1 Cost	Year 2 Unit Cost	Extended Year 2 Cost
70192922	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	EA	45	10 to 14	\$1,070.11	\$48,511.65	\$1,189.04	\$53,903.15
70192948	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	EA	1	10 to 14	\$615.98	\$615.98	\$684.42	\$684.42
70194076	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	EA	16	10 to 14	\$182.71	\$2,862.46	\$203.01	\$3,180.49
70194092	IMRON GRAY MED GLOSS LRV PAINT BOOTH	EA	9	10 to 14	\$188.14	\$1,693.26	\$209.04	\$1,881.36
70197392	IMRON PAINT POLE COVER BEIGE	GAL	1	10 to 14	\$167.90	\$167.90	\$186.55	\$186.55
70197400	IMRON PAINT INTERCOM LT BEIGE	GAL	1	10 to 14	\$167.90	\$167.90	\$186.55	\$186.55
70197418	IMRON PAINT BACK OF SEAT GRAY	GAL	1	10 to 14	\$167.90	\$167.90	\$186.55	\$186.55
70197426	IMRON PAINT WALL BEIGE	GAL	1	10 to 14	\$167.90	\$167.90	\$186.55	\$186.55
70197434	IMRON PAINT DRIVER CABIN RED	GAL	1	10 to 14	\$183.32	\$183.32	\$203.69	\$203.69
70197442	IMRON PAINT FRONT OF SEAT GRAY	GAL	1	10 to 14	\$143.16	\$143.16	\$159.06	\$159.06
70194589	PAINT VINTAGE TROLLEY BEIGE	EA	1	10 to 14	\$351.74	\$351.74	\$390.82	\$390.82
70194605	PAINT VINTAGE TROLLEY GREEN	EA	1	10 to 14	\$462.04	\$462.04	\$513.38	\$513.38
70194597	PAINT VINTAGE TROLLEY RED	EA	1		\$462.04	\$462.04	\$513.38	\$513.38
70194662	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	GAL	1	10 to 14	\$143.16	\$143.16	\$159.06	\$159.06
70194670	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	GAL	1	10 to 14	\$143.16	\$143.16	\$159.06	\$159.06
70192930	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	EA	20	10 to 14	\$615.98	\$12,524.93	\$684.42	\$13,916.54
70136127	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	EA	6	10 to 14	\$615.98	\$3,695.88	\$684.42	\$4,106.52
70192765	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	GAL	1	10 to 14	\$188.14	\$188.14	\$209.04	\$209.04
70200467	Paint Light Grey Wall/Windows 1&2	EA	1	10 to 14		\$0.00		\$0.00
70200468	Paint Beige Post Cover Door Frame	EA	1	10 to 14		\$0.00		\$0.00
70200469	Paint, Grey Post Cover Central	EA	1	10 to 14		\$0.00		\$0.00
70200470	Paint, Grey Doors - 3000 Series	EA	1	10 to 14		\$0.00		\$0.00
70200471	Paint Wall Light Beige - 4000 Series	EA	35	10 to 14	\$615.98	\$21,764.63	\$684.42	\$24,182.84
70197384	IMRON PAINT DOOR GRAY	GAL	1	10 to 14	\$167.90	\$167.90	\$186.55	\$186.55
70194084	IMRON RED MED GLOSS LRV PAINT BOOTH	EA	6	10 to 14	\$241.81	\$1,450.86	\$268.67	\$1,612.02

Annual Total **\$96,035.90** **\$106,707.58**

Overall Contract Total **\$202,743.48**



## Agenda Item No. 16

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

July 21, 2022

#### SUBJECT:

AT&T CALNET – ADD CLOUD-HOSTED INTERACTIVE VOICE RESPONSE (IVR) FIVE9 –  
CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. G2510.0-22 (in substantially the same format as Attachment A), with AT&T Corp., increasing the contract value in the amount of \$1,052,132.19, bringing the contract total to \$4,136,927.19 (Attachment B) with no changes to the term of the agreement.

#### Budget Impact

The total cost of this amendment shall not exceed \$1,052,132.19. This project will be funded by Information Technology (IT) Operations Budget 661010-571250.

DESCRIPTION	Quantity (Qty)	Unit of Measure (UOM)	AMOUNT	Extended (EXT) AMOUNT
Five9 Implementation	1	Each	\$104,756.67	\$104,756.67
Five9 Monthly Service Charges	84	Month	\$11,278.28	\$ 947,375.52
<b>AMENDMENT NO. 1 GRAND TOTAL:</b>				<b>\$ 1,052,132.19</b>

#### DISCUSSION:

MTS utilizes the California Network and Telecommunications (CALNET) agreement which is a competitively procured telecommunications services agreement awarded by the State of California and is available for all State and local government agencies to use when they are in need of such telecommunication services including, but not limited to, long-distance services, toll-free services, analog & digital voice services, Multiprotocol Label Switching (MPLS) data networks, Voice Over Internet Protocol (VOIP) services, cloud hosting services, broadband and internet services, audio and web conferencing services, data transmission services, and private networks.



On September 16, 2021, the MTS Board of Directors awarded a contract to AT&T Corp. for telecommunication services under CALNET Next Generation (CALNET 4) in the amount of \$3,084,795 from January 1, 2022 through January 2, 2029 inclusive of option years if exercised by the State of California.

This contract amendment with AT&T Corp. will add Cloud-hosted IVR Five9 solution to support the MTS call centers. The MTS call centers currently use a Cisco IVR to manage, route and record calls. MTS cannot attain Payment Card Industry (PCI) compliance with the current Cisco on-premises IVR since calls are routed through an MTS server, so moving to this cloud-hosted IVR will allow MTS to become PCI compliant.

The proposed amount for this implementation work and monthly services was determined to be fair and reasonable since they are based off the rates of the existing competitively bid CALNET contract from service categories 28 Custom Contact Center Services and 29 Converged VoIP Services.

Therefore, staff recommends MTS Board of Directors authorize the CEO to execute Amendment No. 1 to MTS Doc. No. G2510.0-22, (in substantially the same format as Attachment A), with AT&T Corp., increasing the contract value in the amount of \$1,052,132.19, bringing the contract total to \$4,136,927.19.

/S/ Sharon Cooney

Sharon Cooney

Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Amendment No. 1 to MTS Doc. No. G2510.0-22  
B. AT&T Statement of Work and Cost Proposal



**Metropolitan  
Transit  
System**

## **Amendment 1**

Date: July 21, 2022

MTS Doc No. G2510.1-22

CALNET ADD CLOUD-HOSTED IVR FIVE9

AT&T Corp  
Yvonne Nieto  
Client Solutions Executive III  
7650 Convoy Court, Rm 105  
San Diego CA 92111

This shall serve as Amendment No.1 to the original agreement G2510.0-22 as further described below.

### SCOPE

Pursuant to the Scope of Work of the San Diego Metropolitan Transit System (MTS) contractor shall implement the cloud-hosted IVR Five9 solution to support the MTS call centers and provide the on-going monthly services detailed in Attachment A.

### SCHEDULE

There shall be no change to the schedule of the agreement from this amendment.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$1,052,132.19. The total value of this contract including this amendment shall be in the amount of \$4,136,927.19. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Yvonne Nieto, Client Solutions Executive III  
AT&T Corp

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

Attachment: A. AT&T Statement of Work and Cost Proposal



**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT**

**Master Agreement:** STATE OF CALIFORNIA, CALIFORNIA DEPARTMENT OF TECHNOLOGY, AGREEMENT NUMBER:  
C4-LEG-12-10-TS-01

**Contractor:** AT&T Corp. on its own behalf and on behalf of its service providing affiliates

**Customer:** Metropolitan Transit System ("Customer")

**PROVISION OF SERVICE**

Pursuant to this Attachment, AT&T Corp. on its own behalf and on behalf of its service providing affiliates (collectively referred to as "AT&T") will provide AT&T Network Integration Services ("Services") identified in the Statement of Work ("SOW") attached hereto as Exhibit 1.

This Attachment, including the SOW, shall be effective upon execution by both parties of the SOW. SOWs subsequently added must reference this Attachment and shall be effective and incorporated in and made part of this Attachment on the latter of the dates when signed by both Customer and AT&T. Unless earlier terminated, only as provided for in the SOW, each SOW shall be deemed terminated when both parties' respective obligations there under have been fully performed, or it is otherwise terminated according to terms and conditions of the above noted Master Agreement.

Charges for Services are set out in the SOW. AT&T shall invoice Customer as set out in the SOW.

**APPROVAL**

This SOW is not in force or effect until signed by both parties (Contractor and Customer Agency Telecommunications Representative) and approved by the State of California Department of Technology, Statewide Technology Procurement ("STP") as required.

**AMENDMENT**

No amendment or variation of the contents or terms of this SOW shall be valid unless submitted in writing, signed by the parties, and approved, by the STP as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All Terms and Conditions as originally awarded in the Master Agreement will apply and take precedence over any similar but differing language in this SOW. Agencies using these services should also understand that they are responsible for adhering to any State procurement requirements.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT**CALNET AGREEMENT NUMBER: C4-LEG-12-10-TS-01 / 155674UA  
Document Version#: v1

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T")</b>	<b>AT&amp;T Branch Sales Contact</b>
Metropolitan Transit System	AT&T	Name: Yvonne Nieto
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Branch Sales Contact Information</b>
Address: 1255 Imperial Avenue, Suite 1000 City: San Diego State: CA Zip Code: 92101 Country: USA	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	Address: 7650 Convoy Court, Rm. 105 City: San Diego State: CA Country: USA Zip Code: 92111 Email: <a href="mailto:YN1376@att.com">YN1376@att.com</a> Sales/Branch Mgr: Jodi Fringer SCVP Name: Brian Troup
<b>CUSTOMER Contact</b>	<b>AT&amp;T Address and Contact</b>	<b>AT&amp;T NI Contact Information</b>
Name: Emily Outlaw Title: Chief Information Officer Telephone: 619.446.4032 x6404 Email: <a href="mailto:Emily.Outlaw@sdmts.com">Emily.Outlaw@sdmts.com</a>	Name: John Nabatian Street Address: 4480 Kester Ave City: Sherman Oaks State: CA Zip Code: 91403 Country: USA Telephone: (310) 753-5253 Email: <a href="mailto:john.nabatian@att.com">john.nabatian@att.com</a>	Name: Nicole Jacquemin Address: 600 E Green St City: Pasadena State: CA Country: USA Zip Code: 91101 Telephone: 626-241-7409 Email: <a href="mailto:nicole.jacquemin@att.com">nicole.jacquemin@att.com</a>
<b>CUSTOMER Billing Address</b>		
Address: 1255 Imperial St., Ste. 1000 City: San Diego State: CA Country: USA Zip Code: 92101		

This Attachment for AT&T Network Integration Services ("NI Attachment") is being entered into by the Parties consistent with and as allowed by the terms and conditions of the CALNET Agreement Number (referenced above). By executing this NI Attachment, Customer agrees to subscribe to, and AT&T agrees to provide Service(s), in accordance with the terms and conditions of this NI Attachment and the terms and conditions of CALNET. All CALNET terms and conditions will apply and take precedence over any similar but differing language in this NI Attachment. As used herein, the term "Agreement" shall refer collectively to this NI Attachment and CALNET. This NI Attachment is restricted to the NI Services provided herein.

**AGREED:**  
**CUSTOMER: Metropolitan Transit System**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED:**  
**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: np211k

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****EXHIBIT 1: STATEMENT OF WORK**

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**1. INTRODUCTION**

This SOW between AT&T Corp. (AT&T) and Metropolitan Transit System (Customer) is attached to the NI Attachment and made a part thereof upon the latter of the dates signed by Customer and AT&T ("Effective Date"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW and shall be charged separately.

AT&T will provide Contact Center Services (or CCS) as described in this SOW.

Customer or its Affiliate, as authorized in the applicable Agreement, may issue Purchase Orders to place an Order based on a Quote provided by AT&T hereunder. The following language (with the appropriate purchasing entity and dates filled in) must be added to the Purchase Order for AT&T to accept the Purchase Order or other Order form:

*"This Form-20 issued by **Metropolitan Transit System** ("Customer") pursuant to the AT&T Network Integration Attachment GBS372674."*

**2. SCOPE OF WORK**

AT&T will provide the following for the Contact Center Services:

**2.1. Service and Delivery Methodology**

AT&T delivers the Contact Center Services utilizing a phased approach where each phase builds on the previous activity, resulting in the delivery of a solution as detailed in this SOW.

- Initiation. The Initiation Phase of the engagement activates the necessary resources for implementing the Contact Center Services.
- Definition. The Definition Phase of the engagement produces a mutually agreed upon Requirements Document that will govern the direction of the implementation engagement.
- Configuration and Testing. The Configuration and Testing Phase of the engagement includes design, build and test activities to create a Contact Center Services environment that aligns with the Customer's requirements as documented and approved during the Definition Phase.
- Deployment. The Deployment Phase of the engagement activates the Contact Center Services production environment.
- Adoption. The Adoption Phase of the engagement provides regular checkpoints to review solution performance in the production environment and supporting Customer resources in use of the Contact Center Services features and functionality.
- Closing. The Closing Phase of the engagement establishes formal Customer Acceptance of the Contact Center Services.

Contact Center Services include requirements gathering and definition solution design and review, configuration activities, support for Customer's User Acceptance Testing (UAT), supported rollout to production, training, optimization and fine-tuning for one (1) CCS domains, one (1) Customer business units and one (1) go-live deployments.

AT&T will provide an implementation team to define requirements and configure the Contact Center Services based on Customer needs. The AT&T implementation team will oversee the deployment process leading to the activation of Customer's Contact Center Services environment.

**2.2. Implementation Timeline**

Upon completion of the discovery sessions in the Definition phase of the implementation project, AT&T will provide a fully integrated project timeline to include Contact Center Services deliverables and milestones. Once Customer has reviewed and approved the timeline, the implementation timeline will be baselined, and the project will move into the Configuration phase of the engagement.

**2.3. Customer Site:**

- San Diego, California

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****2.4. Deliverables**

AT&T will provide to Customer the Deliverables described in the following table. Dates for the Deliverables will be established in the implementation timeline.

<b>Description of Material/Service</b>	<b>Project Phase</b>
Create Contact Center Services environment	Initiation stage
Customer readiness to begin implementation	Initiation
AT&T implementation team in place	Initiation
Remote kick-off call with Customer	Initiation
Conduct discovery session(s)	Definition
Requirements Document	Definition
Project Plan and weekly status report to include project hours and burndown rate	Definition
Established weekly project calls	Definition
Configured Contact Center Services environment	Configuration
Quality Assurance Testing	Configuration
Training	Configuration
Go Live Readiness Assessment	Configuration
Deployment to production	Configuration
Transition to AT&T Customer Support	Adoption

**2.5. Project Management**

AT&T assigns a designated program manager (PM) and platform engineer to each implementation.

- The PM has oversight responsibility for all implementation activities and is the Customer's primary point of contact throughout the implementation engagement. The PM will help: 1) manage cross-project dependencies, 2) manage risks, 3) engage and assign the subject matter experts (SME's) as needed during the implementation and 4) manage one or more project plans during the implementation.
- The platform engineer is the primary technical point of contact during the implementation and is responsible for requirements definition, configuration, testing and deployment activities.

In support of the Contact Center Services, AT&T will:

- Conduct project kick-off call and review discovery preparation documents with Customer
- Identify and assign resources to project roles
- Conduct discovery sessions
- Establish scope for the engagement
- Create Requirements Document to capture Customer requirements gathered during discovery sessions
- Develop call flow diagrams
- Develop project plan and schedule baseline
- Establish week project call schedule and agenda
- Generate weekly status report
- Establish Customer roles and responsibilities for each phase of the implementation engagement
- Define Acceptance criteria
- Confirm completion of the Connectivity Assessment Test (CAT)
- Establish change control process to accommodate changes in project scope over the implementation lifecycle.
- Remotely deliver planning, implementation, deployment, training and support services using conference calls and an online collaboration tool.

**2.6. Infrastructure Configuration**

- Review Customer order
- Verify Customer domain log-in
- Document all inbound TFN and DID numbers to be ported to AT&T and engage AT&T's RespOrg team.
- Develop Call Flow diagrams
- Confirm completion of connectivity assessment

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****2.7. Installation and Configuration**

Configure the Contact Center Services, based on the following scope:

- Domain Deployment: QTY 1
- Phase Deployment: QTY 1
- Business Unit: QTY 1
- Customer Site: QTY 1
- Inbound Campaigns: QTY 20
- Basic DTMF IVR Call Flows: QTY 10
- Outbound Campaigns: QTY 3
- Basic Agent Scripts: QTY 5
- Worksheet: QTY 1
- Standard CCS Reports: QTY 2
- Data-Dips/Web Service Calls: QTY 1

**CCS Configuration****General CCS Domain Settings**

- CCS CRM database fields
- FTP Login information to transfer
  - Recordings
  - Scheduled reports
- Agent/Supervisor data and permissions
- User profiles and permissions
- Agent groups
- Standard HTML agent scripts
- Worksheets
- Speed dials for 3rd party transfers (for up to 100 speed dials)
- Disposition codes
- Reason codes for Logout and Not Ready states
- Reporting (limited to configuring CCS standard reports)
- Recording Channels
- After-call surveys

**CCS Inbound Settings**

- IVR Call scripts
  - Basic call routing
  - DTMF only IVR functionality
  - Voice prompts
  - Basic web services for data retrievals to support IVR call flow logic
- DNIS mapping
- Inbound Campaign Properties

**CCS Outbound Settings**

- Dialer configuration
- List Configuration (Dynamic lists/import list)
- Outbound Campaign Properties

**Advanced Chat Implementation**

- Implement one (1) workflow driven chat deployment.
- Configure the following Chat elements in CCS administrator:

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT**

- Campaigns
- Agent/Supervisor/Administrator users
- Skill groups
- Dispositions
- Establish Chat messages based on standard pre-defined responses incorporating up to 2 custom fields.
- Enable one Post-Chat survey.
- Configure one workflow.
- Configure one external query (data dip to Customer-provided web service method).
- Create up to 3 generic stylesheets (Or Customer can supply a CSS stylesheet).
- Configure data redaction based on Customer-provided text patterns.
- Enable standard CCS reporting for Chat transcript via FTP/SFTP export only.
- Enable Pro-active chat.
- Enable Chat re-queue.
- Provide standard Java script codes for the chat widget.

**Standard Email Implementation**

- Campaign (Limited to 1).
- Agent/Supervisor/Administrator users.
- Skill groups.
- Dispositions.
- Workflow (Limited to 1).
- Email rule (1 Rule with up to 2 actions).
- Email services (Incoming and Outgoing Mail Server Connection).
- Email widget.
- Email template provisioning.
- Data redaction.
- Email push back.
- Email transcript via FTP/SFTP.
- Up to 1 external query (data dip to web-service).

**Salesforce Integration**

- Install the CCS AppExchange package.
- Create Call Center and assign users.
- Enable desired search and screen pop behavior.
- Add CCS custom task fields desired.
- Guide Customer's Salesforce Administrator on task page layouts.

**Salesforce List Sync Plus**

- Automatic posting of Lead records from Salesforce List Sync Plus to a single CCS list for dialing.
- Automatic posting of Status Updates (except "New") from Salesforce List Sync Plus.
- Single CCS CRM Criteria filter to limit the dialer to only calling leads with the status of "New" or "Attempting Contact".
- Salesforce List Sync Plus screen pop.

**CCS Visual IVR**

- Identify Visual Self-Service prompts.
- Provide access to live service via phone, email or chat.
- Configure estimated wait time and callback options.
- Configure visual customer surveys with standard forms.
- Provide standard reports to manage and improve performance.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****2.8. Test and Turn-up****2.8.1. Testing and Go-Live Readiness**

The AT&T platform engineer is responsible for conducting unit, functional and integration for each Contact Center Services production deployment. Customer is responsible for developing the plan and test cases for UAT in alignment with the Requirements Document, and for conducting UAT.

**2.8.2. Support for UAT**

AT&T will provide support for Customer's development of the UAT test cases and address solution defects identified during UAT.

- Provide to Customer a sample template and guidance for an development of the UAT plan and test case scenarios.
- Respond to issues identified by Customer during UAT.
- Track reported UAT issues and assign to the implementation team for Root Cause Analysis (RCA) and remediation.
- Maintain a Solution Defect Tracking report that shows date when a defect is reported, assign AT&T resource for remediation and estimated date for correcting the issue.
- Obtain Customer written sign-off upon completion of UAT.

**2.8.3. Go-Live Readiness**

AT&T conducts a go-live readiness assessment to verify that the Contact Center Services configurations align to and have been tested based on the requirements documented in Requirements Document. Once all readiness items have been completed and approved by Customer, the go-live process will commence.

**2.8.4. Failover Testing**

AT&T will conduct a test to confirm the geographic redundancy failover is completed. .

**2.8.5. Go-Live Support**

At minimum, the AT&T onsite team from includes the following resources:

- Program Manager
- Platform Engineer

**2.8.6. Go-Live Sequence of Events**

- Conduct final validation of the Contact Center Services configuration in preparation for accepting live calls.
- Upon completion of the validation activities, AT&T will commence the execution of RespOrg plan to port inbound numbers.
  - Agents log into Contact Center Services campaigns
  - AT&T will port a pre-determined number of inbound numbers for testing.
  - Upon confirmation that the inbound calls are routing as intended, AT&T will begin the process for porting and testing the additional inbound numbers.
  - Monitor and adjust Contact Center Services environment as live traffic flows into the platform.

**2.9. Training**

AT&T will deliver training for Contact Center Services features and functionality in advance of each deployment as set forth in Appendix C.

**2.10. Transition to Customer Support**

Upon completion of the production deployment, AT&T's Professional Services team will transition support for the Contact Center Services solution to the AT&T Customer Support team for delivery of steady state support services.

**2.11. Technical Assumptions.**

- The appropriate Customer resources will be available on a timely basis to consult with AT&T during this engagement.
- CCS IVA Studio supports certificate-based authentication when making web services calls.
- CCS IVR does not support certificate-based authentication when making web services calls.
- CCS supports BASIC authentication or other authentication methods using Header or Body parameters.
- CCS Query Module and Integration Nodes do not support custom encryption such as WS-Security, WSS, of the message body (payload), or header fields. Encryption in transport by TLS is standard.
- Customer's web service must be IP routable from the CCS data centers.

**AT&T NETWORK INTEGRATION SERVICES  
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- Changes to Customer-provided web services that negatively impact the Contact Center Services solution will result in an AT&T change order describing the effort and cost required to respond to the change.
- Integration to the Customer's existing Webtext feature is out of scope; The Customer will need to address the implementation with their Webtext team.

**Advanced Chat Implementation**

- Customer will provide to CCS the text patterns that will be redacted from the chat conversation.
- Customer is responsible for all web development associated with Chat features.
- Customer will provide message content for use in chat windows.
- CCS will provide standard JavaScript code for the Chat widget.
- CCS will not develop web pages, provide web development in this engagement, or provide any configuration on CSS stylesheets for chat interaction, but will help develop the insert or sample code for Customer's developers to use based on the technology and layout of their customer-facing website page limited to up to one (1) hour of effort.

**Standard Email Implementation**

- CCS will provide standard JavaScript code for the Email widget.
- Customer will supply CCS with administrative credentials to the CCS production environment.
- Customer is responsible for all web development associated with CCS Email features.
- Customer will provide a test email account that will be used for UAT.
- Customer is responsible for UAT. Deployment of Email to production CCS indicates acceptance of the UAT results.
- Customer will provide email templates and content for use of Email.
- Customer will configure a 'rule' for current Email server that will create a copy of all incoming emails and save email files in a separate folder. Emails will be deleted from the existing Customer mail server when received in CCS.
- Customer will ensure that only new emails remain in existing inbox prior to go-live.

**Salesforce Integration**

- Customer's Salesforce licensing level must be Professional, Enterprise, Unlimited, Developer, or Performance.
- Salesforce custom development and workflow activities including but not limited to authoring visualforce pages, lightning components, flows, workflow rules, process builder and Apex are not included within the scope of this integration package.

**Secure Payment Capture**

- Customer's CCS implementation has been completed prior to deployment of this solution.
- Agent connectivity to CCS must be via either Secure Real-Time Transport Protocol (SRTP) or Virtual Private Network (VPN).
- Encrypted Network Access Server (NAS) is required for all call recordings.
- In accordance with the PCI DSS V3.2 standard, the following assumptions apply:
  - CCS will utilize existing customer-provided web services to perform the functions described herein.
  - Sensitive customer data is temporarily stored in local IVR script variables and transmitted to the Payment Gateway over HTTP using TLS encryption to secure the transmission.
- Non-sensitive customer data such as transaction ID and authorization code may be stored in the customer contact or call variables.
- CCS IVR Script Query Modules do not support encryption of the message body (payload) or header fields. CCS does support encryption during transport over HTTPS using TLS 1.1 or 1.2.
- CCS does not currently support (WS-Security, WSS) which encrypts the message body prior to sending over the encrypted transport: <https://en.wikipedia.org/wiki/WS-Security>. CCS does not support pre-encryption of the message body in this manner.
- Changes to customer-provided web services that negatively impact the CCS solution will result in a CCS change order describing the effort and cost required to respond to the change.
- Customer's web service must be IP-routable from CCS data centers.
- Implementation and training services will be delivered remotely using conference calls and an online collaboration tool, unless agreed upon otherwise.
- A monthly maintenance and support package is required for this product.
- Customer will provide prompts to be used in the Secure Payment IVR script.

**AT&T NETWORK INTEGRATION SERVICES  
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- Customer will ensure that the destination of the PCI data is and remains PCI DSS Compliant.
- Customer will specify credit cards accepted and any logic for credit card validation prior to submitting credit card information, if applicable.
- Customer will provide CCS with the following:
  - Administrative credentials to the Customer's CCS production domain
  - Full documentation on the web services to be utilized
  - Supply CCS with web-service access as outlined below, to be specifically assigned for use within the CCS's solution:
    - Test configuration information
    - A URL and proper credentials for the test web service to be used prior to production cut over of these changes
    - Proper test data in the test environment to confirm the new web services and query modules are working as designed
    - Proper access to the new web services from the developer's physical location (external IP address) if whitelisting is needed
    - Production configuration information
    - A URL and proper credentials for the production web service
    - Proper test data in the production environment to confirm the new web services and query modules are working as designed

**Compliance**

- CCS cannot transmit PCI information to applications that are not certified as PCI DSS compliant. In accordance with PCI DSS V3.2 standards, the following conditions apply:
  - The IVR will only send this information to a payment provider for authentication purposes
  - Customer's payment provider must be PCI DSS compliant and listed as such at <https://www.visa.com/splisting/searchGrsp.do>
  - CCS will only send PCI information to Customer applications or third parties that are PCI compliant and listed as such at <https://www.visa.com/splisting/searchGrsp.do>
  - For Customer-provided third party or internal applications that are not listed on <https://www.visa.com/splisting/searchGrsp.do>, Customer will provide an Attestation of PCI compliance (AOC).
  - Customer is responsible for maintaining PCI compliance of systems they support and confirming the ongoing compliance of the payment provider they partner with
  - CCS is not responsible for the relationship with the payment provider. This relationship is to be managed by Customer
  - Tokenized data and approval codes returned after a transaction should be sent and securely stored in Customer's CRM. Customer accepts responsibility for the use of Secure Payment Capture solution for all ACH bank transfers or other financial transactions including reconciliation and reversals as needed for payments processed. If CCS interfaces with an ACH provider, they must be National Automated Clearing House Association (NACHA) certified
- Customer accepts responsibility for the use of the Secure Payment Capture solution for all ACH bank transfers or other financial transactions including reconciliation and reversals as needed for payments processed. If CCS interfaces with an ACH provider, they must be National Automated Clearing House Association (NACHA) certified.

**CCS Visual IVR**

- Customer will perform all web/mobile development outside of the Visual IVR script
- Customer will perform any required CSS work for the Visual IVR to fit company branding
- Customer will develop and deliver web service interfaces invoked by the CCS IVR application
- The Visual IVR will be built in the following languages: English only
- AT&T will provide the default CSS for branding as desired by Customer
- Customer will develop interfaces to back-end systems to support IVR, screen pop and other key features on the CCS platform
- Customer will supply the WSDL and associated authentication information for the web service to be invoked by the IVR

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****2.12. Service Hours**

AT&T will provide Professional Services during normal business hours (Monday through Friday, 8:00 am-5:00 pm (PT)). Day-2 Support will be provided on 7x24x365 basis as detailed in Appendix B.

**2.13. AT&T Cloud Contact Center Connect****2.13.1. Service supports:**

- a. Inbound dialing to the CCS platform
  - i. Toll-Free calling: Customer must obtain AT&T IP Toll-Free Service under a separate agreement, which specifies applicable rates, terms and conditions including toll-free metered usage.
  - ii. Direct Inward Dialing calling: Only supports AT&T-assigned DID (Direct Inward Dial) telephone numbers.
- b. Outbound dialing: The following calls are included in the AT&T Cloud Contact Center Connect pricing:
  - i. Casual dial: If an agent does not complete a phone transaction during an inbound call, the agent can make an outbound call through the CCS platform to the same caller to complete the transaction.
  - ii. Queue Call Back: Call back by the next available agent to a caller who does not wish to wait for an agent.
  - iii. Chat Escalation: Chat agent escalates by outbound call by the next available agent.
  - iv. Outbound dialing to agents using AT&T-assigned DID On-Net (non-PSTN) telephone numbers

**2.13.2. The Service does not support:**

- a. Predictive, progressive or any outbound auto-dialer calls.
- b. Outbound campaign calling.
- c. Calls routed from the CCS platform to agents using Off-Net (PSTN) telephone numbers.
- d. Outbound international calling

**2.13.3.** Customer is required to order and maintain AT&T Cloud Contact Center Connect Subscriptions to equal or exceed the combined total number of CCS Agent Seat Subscriptions. AT&T may block inbound AT&T Cloud Contact Center Connect traffic that exceeds 50% over the total number of the Customer's Agent Seat Subscriptions.

**2.14 AT&T Consulting Services**

AT&T Consulting will assign a Senior Consultant to provide Technical Consulting for the duration as listed in section 5. Fees and Charges. The San Diego MTS staff will determine the engineer's specific work, but generally, the engineer will be expected to provide installation and/or configuration services. Addition focus areas may arise after the project begins. Under the direction of the San Diego MTS staff, the AT&T Senior Consultant will modify his work focus, as requested.

**3. CUSTOMER RESPONSIBILITIES**

To manage the activities outlined herein on time and within the pricing provided, Customer is responsible for the following:

**3.1.** Assign a Single Point of Contact (SPOC) as the primary interface for the AT&T PM to work with during the project. The SPOC will be available on a timely basis to consult with AT&T during the deployment.

**3.2. Inbound and Outbound Calling:** Customer must separately provide network connectivity to support both inbound and outbound communications to and from the Contact Center Services, either (i) by purchasing AT&T Cloud Contact Center Connect if specified in this SOW, (ii) by purchasing other network connectivity from AT&T (under a separate AT&T Service Attachment), or (iii) by obtaining network connectivity from another service provider.

**3.3.** Customer will maintain any reasonable, appropriate administrative, physical, and technical level of security regarding its account ID, password, antivirus and firewall protections, and connectivity with the Contact Center Services.

**3.4.** Upon commencement of this project, Customer will identify and assign the following resources for the duration of this engagement:

**Project Manager**

- Organize required Customer resources to complete requirements definition, perform review of deliverables, and sign-off on project deliverables.
- Assign appropriate resources to perform Acceptance Test.
- Identify and schedule training class attendees and facilities in connection with any training to be provided by AT&T.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****Information Technology resource**

- Network connectivity
- Laptop/desktop configuration

**Contact Center Supervisors/Managers**

- Requirements definition
- Solution testing
- Supervisor training

**Contact Center Operational and Technical SMEs**

- Requirements definition
- Solution testing
- Supervisor and reporting training

**Salesforce Administrator**

- Builds configuration of the CCS solution
- Verifies configuration of the CCS solution
- Verifies connectivity to the CCS solution

**Website Developer**

- Insert the CCS standard tool for chat, email or proactive chat to the desired website location(s) to cohesively function within Customer's web user experience.
- Modify the CCS standard CSS examples to alter colors and other formatting to cohesively blend the new CCS components into existing company branding / user experience requirements, as needed

3.5. Review and accept Contact Center Services technical requirements.

3.6. Complete connectivity assessment test.

3.7. Complete Customer Proprietary Network Information (CPNI) forms.

3.8. Gather internal documentation related to call flows, business requirements and other topics relevant to the deployment of Customer's contact center as discussed during the project kick-off.

3.9. Register for online Contact Center Services application and solution training.

3.10. Identify internal SMEs to participate in the implementation project.

3.11. During the **Definition** phase:

- SMEs participate and are fully engaged in the project kick-off and discovery meetings.
- Provide sign-off on Requirements Document.
- Review and approve project plan.
- Identify personnel to attend weekly project calls.
- Identify executive sponsor for the project.

3.12. During the **Configuration** phase of the engagement:

- Active participation in weekly status and other project meetings.
- Actively participate in Contact Center Services configuration activities with AT&T's project team.
- Attend and complete Contact Center Services train-the trainer sessions.
- Develop and document UAT plan and test cases.
- Communicate to AT&T any issues identified during UAT via consolidated defect summary report, delivered once per day.
- Develop test data for UAT.

**AT&T NETWORK INTEGRATION SERVICES  
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- Conduct UAT.
- Notify AT&T of any defects identified during UAT.
- Complete and provide written sign-off on UAT.
- Conduct Contact Center Services training sessions for agent and supervisor roles.
- Provide to AT&T interfaces to back-end systems to support IVR, screen pop and other key features on the Contact Center Services platform.
- Provide recordings of all prompts to be used in the IVR Script(s).
- Conduct testing to validate network and desktops based on the Contact Center Services Technical Requirements located at: [https://webapps.CCS.com/assets/files/for\\_customers/documentation/technical-requirements/CCS-technical-requirements.pdf](https://webapps.CCS.com/assets/files/for_customers/documentation/technical-requirements/CCS-technical-requirements.pdf).

**3.13. During the **Deployment** phase of the engagement:**

- Review AT&T assessment of go-live readiness and provide approval to move forward with go-live.
- Identify and schedule resources to monitor Contact Center Services functionality during go-live for Customer agents and supervisors and report issues to AT&T implementation team.
- Provide timely feedback on Contact Center Services performance and issues post go-live.
- Attend scheduled meetings introducing the AT&T Customer support team.

**3.14. During the **Adoption** phase of the engagement:**

- Monitor and adjust Contact Center Services configurations for up to 4 weeks following production deployment.
- Perform final review of Contact Center Services solution based on business requirements defined in the Requirements Document.
- Conduct weekly adoption checkpoint meetings with Customer for up to 4 weeks following production deployment.
- Complete transition to AT&T customer support team.

**3.15. During the **Closing** phase of the engagement:**

- Attend project closure meeting.
- Complete satisfaction survey.

**3.16. Post-implementation/Steady State**

- Maintain all CCS configurations after completion of this engagement and manage any future development, configurations, additions or changes.
- Provide ongoing maintenance and support of web services applications utilized by the Contact Center Services..

Material changes in meeting any of the identified Customer responsibilities as outlined herein, may impact the project timeline and/or charges.

**4. PROJECT GOVERNANCE****4.1. Change Control Process**

Either party must submit change requests to contractual documents in writing via the sample Change Request Form at Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party will issue a written response within five business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once mutually agreed both parties must execute the document in Appendix A.

**4.2. Acceptance**

During the Definition phase, the Customer will acknowledge the requirements that AT&T has listed for the project. Upon completion of the project, AT&T will request Customer's Acceptance of the implementation of the Contact Center Services by:

- signing the Acceptance form in the Requirements Document; or
- sending a reply email stating "ACCEPTED" for the Requirements Document.

If Customer does not notify AT&T within five business days of AT&T's request for Acceptance, the Contact Center Services shall be deemed Accepted. Should Customer not Accept the Contact Center Services, AT&T will request a written explanation of Customer's reason for not providing Acceptance. AT&T will address Customer's issue(s) promptly after the receipt of such notice and will then resubmit the request for Customer's Acceptance.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****5. FEES AND CHARGES**

5.1. AT&T will provide the Contact Center Services in this SOW at the pricing stated below. Day-2 Support as described in Appendix B (below) is included at no charge, but additional charges for other support services may apply as set forth in the tables below.

**5.2. Monthly Recurring Charges**

Feature Name	CALNET Product ID	SAAF Applied	Quantity	Monthly Recurring Charge per Unit	Unit of Measure	Extended Price Per Month
Blended Agent includes: - Agent Desktop Plus Options - 100% Recording - SoftPhone IDS - Geographic Redundancy - Secure RTP (sRTP)	ACCC13	Yes	47	\$89.50	Agent	\$4,206.50
AT&T CCC Call Recording - Encrypted Storage	ACCC185	Yes	47	\$1.94	Concurrent User	\$91.18
AT&T CCC Recording Storage (84 months)	ACCC189	Yes	47	\$22.22	Concurrent User	\$1,044.34
AT&T CCC Call Log Storage (84 months)	ACCC178	Yes	47	\$3.89	Concurrent User	\$182.83
Additional Supervisor Positions	ACCC212	Yes	11	\$78.75	Supervisor	\$866.25
Basic System Administrator's Package	ACCC239	Yes	3	\$78.75	Package	\$236.25
Chat (per Agent)	ACCC02	Yes	47	\$6.25	Agent	\$293.75
Email (per Agent)	ACCC02	Yes	47	\$6.25	Agent	\$293.75
AT&T CCC Visual IVR Basic Application Fee	ACCC206	Yes	47	\$10.56	Domain	\$496.32
AT&T CCC Plus Adapter for Salesforce	ACCC161	Yes	47	\$10.42	Concurrent User	\$489.74
AT&T CCC Connector - Salesforce List Sync Plus	ACCC128	Yes	47	\$3.47	Concurrent User	\$163.09
AT&T CCC Customer PBX SIP connection	ACCC76	Yes	1	\$65.28	Domain	\$65.28
Operational and Process Improvement	ACCC245	Yes	10	\$181.50	Hour	\$1,815.00
AT&T Cloud Contact Center Shared Access	ACCC238	Yes	47	\$22.00	Per Agent	\$1,034.00

**MRC Summary (per month): \$11,278.28**

**5.3. Non-Recurring Charges**

Feature Name	CALNET Product ID	Qty	Non-Recurring Charge Per Item	Non-Recurring Charge Extended	Unit of Measure	SAAF Applied
Basic Agent Package - Agent	ACCC100	47	\$0.00	\$0.00	Agent	Yes
AT&T CCC Integration - Salesforce Includes: AT&T CCC Salesforce List Sync Plus Implementation	ACCC147	1	\$12,533.33	\$12,533.33	Domain	Yes
AT&T CCC Chat Implementation - Advanced	ACCC123	1	\$5,555.56	\$5,555.56	Domain	Yes
AT&T CCC Custom Development for AT&T CCC Email Implementation	ACCC95	20	\$312.50	\$6,250.00	Hour	Yes
AT&T CCC Visual IVR Implementation Includes: Visual IVR Basic Activation	ACCC207	1	\$6,266.67	\$6,266.67	Domain	Yes
AT&T CCC SIP Trunk (Agent) for Customer PBX Integration Configuration	ACCC70	1	\$2,777.78	\$2,777.78	Domain	Yes
AT&T CCC Implementation Remote Support Premium SOW	ACCC85	1	\$33,333.33	\$33,333.33	Project	Yes
Planning and Migration Professional Services for Secure Payment Capture Implementation and IVR	ACCC242	160	\$181.50	\$29,040.00	Hour	Yes
AT&T Professional Services Principle Architect I - Standard Hours	ATTPA	40	\$225.00	\$9,000.00	Hour	Yes

**TOTAL Non-Recurring Charges: \$104,756.67**

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****5.4. Additional Pricing Terms and Conditions**

**5.4.1. Subscription Changes.** Changes to the number of Subscriptions can be made by Customer through a Change Order or Purchase Order.

**5.4.2. Defined Scope.** Pricing is based on the currently defined scope. Any additions or changes to this SOW may require changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control. No third-party system integrations are included except as indicated in the scope of this SOW.

**5.4.3. Invoicing.** AT&T will invoice one-time charges as completed and recurring Contact Center Services charges monthly in arrears.

**5.4.4. Storage**

- Storage for call log data is included in the agent seat price for the first 60 days of Contact Center Services and may be extended for an additional monthly recurring charge per agent.
- If a monthly Subscription service for "100% Recording" is purchased, storage for call recordings is included for the first 30 days of the Contact Center Services and may be extended for an additional monthly recurring charge per agent.
- Quality Management, if purchased, includes 1000GB of storage capacity and may be extended for an additional monthly recurring charge per gigabyte.

**5.4.5. Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Contact Center Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.

**5.4.6. State Associated Administrative Fee Charge.** Services identified with "Yes" in the SAAF Applied column will have a 2.5% fee applied to the Monthly Recurring Charge or usage. Charges above do not include the SAAF. The SAAF will appear as a separate line on the Customer's invoice.

**5.4.7. Implementation Services Hours.** Hours associated with implementation services priced above.

Product Name	Hours
CCS Implementation (up to 100 hours)	100
Integration - Salesforce	40
Visual IVR Implementation	20
Chat Implementation - Advanced	20
Email Implementation – Advanced	20
Salesforce List Sync Plus Implementation	20
Secure Payment Capture Implementation and IVR	200

**6. ASSUMPTIONS**

This SOW is based on the following assumptions:

- Customer will not modify or make derivative works based upon the Contact Center Services, create unauthorized Internet "links" to the Contact Center Services or "frame" or "mirror" any content on any other server or wireless or Internet-based device, or reverse engineer the Contact Center Services.
- AT&T may suspend Customer access to Contact Center Services for use that does not comply with applicable law, including, without limiting the foregoing, compliance with the Telecommunications Consumer Protect Act, "Do Not Call" lists, or similar regulatory requirements.
- For Contact Center Services features and functions that enable machine-based or automatic outbound dialing functions (Auto-dialer), Customer agrees to permit:
  - prior review by AT&T or its Supplier of Customer auto-dialer scripts, use cases or other relevant information to facilitate compliance with applicable outbound marketing regulations;

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT**

- b. Customer provided or authorized access to administrative credentials on the Customer Contact Center Services production domain to allow review and audit of Customer implemented auto-dialer use cases.
- In the course of providing the Contact Center Services, AT&T and its designated subcontractors will collect and store certain Customer Data provided or collected by the Customer. Customer agrees that AT&T and its subcontractors may store Customer Data on their internal systems and use and copy Customer Data as part of providing the Contact Center Services to Customer. AT&T may periodically purge Customer Data from to support system performance. Additionally, Customer agrees to allow AT&T and its designated subcontractors to use non-individually identifiable Customer Data for the term of this NI Attachment to test, analyze and improve the Contact Center Services. AT&T and its designated subcontractors will not resell or share any Customer Data with a third party without Customer's express written authorization.
- Customer acknowledges that Contact Center Services does not include or support dialing 911 or connections to a Public Safety Answering Point (PSAP), which are solely the responsibility of the Customer and not AT&T or its Suppliers.

**7. TERMINATION**

Customer may terminate this SOW upon thirty (30) days' written notice to AT&T, provided however, Customer is responsible to pay for all one-time charges and expenses incurred up through the date of termination and any applicable termination charges.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX A: SAMPLE CHANGE CONTROL FORM**

<b>Type of Request:</b>	
<b>Initiator (Company):</b>	
<b>Change Request Received by:</b>	
<b>Price Impact:</b>	
<b>AT&amp;T Additional Resources Req'd:</b>	

<b>Task Description:</b>
--------------------------

<b>Other information related to Change:</b>
---

<b>Impact of Change</b> <i>Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).</i>
---

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX B: DAY-2 SUPPORT**

AT&T will help troubleshoot Contact Center Services platform-related issues as follows: .

There are three mechanisms for opening trouble tickets :

- **Support Portal:** Receive expedited technical assistance by opening a trouble ticket via the Support Portal. Use the Support Portal to create, update, and view trouble tickets online. Customer can also use the Support Portal to search the knowledgebase, monitor system status, access training modules and access documentation.
- **Email:** Customer emails request(s) for technical support. Tickets are automatically created by the receipt of the email which includes the Customer's problem description.
- **Telephone:** Customers can call a call center on a 7x24x365 basis support center for priority 1 issues.

Upon receipt of a trouble ticket, the AT&T support team will assign a case number to the trouble ticket. The ticket will be assigned a priority based on the severity and urgency of the issue. This severity assignment will determine the priority and timing of the response and communication plan for the reported issue. The Customer may have to provide additional information, as requested, to assist AT&T in the investigation and resolution of the issue.

- **Priority 1:** CCS production system is down which precludes the Customer from operation of the total system or a component critical to operation and requires immediate attention.
  - Acknowledgement response time within 15 minutes from Customer notification when Customer opens a trouble ticket as detailed above;
  - Escalation to Engineering: 0-15 minutes.
  - Status updates to be delivered hourly.
- **Priority 2:** Critical component of production environment has significant issues precluding its operation.
  - Acknowledgement response time within 30 minutes from Customer notification by Customer opening a trouble ticket
  - Escalation to Engineering: 3 hours.
  - Status updates to be delivered every 4 hours.
- **Priority 3:** An issue exists with a major feature within the Contact Center Services platform, but the majority of the functions are still usable and some circumvention may be required to provide Service.
  - Acknowledgement response time within 2 hours from Customer notification by Customer opening a trouble ticket
  - Escalation to Tier 3: 2 business days;
  - Status updates to be provided every 2 business days.
- **Priority 4:** A minor issue exists, or User has a question that does not significantly impact the Contact Center Services platform function.
  - Acknowledgement response time within 4 hours from Customer notification by Customer opening a trouble ticket
  - Escalation to Tier 3: 3 business days;
  - Status updates to be provided as required

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX C: TRAINING**

AT&T will deliver training for Customer's agent, supervisor, administrator and will support training regarding the Contact Center Services' features and functionality in advance of each deployment.

**Agent Training.** For agent training, AT&T follows a Train-the-Trainer model where the implementation team trains the customer's designated training resources on the Contact Center Services application so that they, in turn, can train the customer agents on the use of the Contact Center Services product suite. This approach allows the customer's training team to become familiar with the training content and materials, so that they can train new agents over the course of the steady state period. Agent training topics are outlined in the following table:

Train-the-Trainer Session	Topics
<b>Agent</b>	<ul style="list-style-type: none"> <li>• How to log in (Station ID/Softphone or PSTN)</li> <li>• How to reset password</li> <li>• Navigating the interface</li> <li>• State management (Ready/Not Ready codes)</li> <li>• Settings               <ul style="list-style-type: none"> <li>○ Audio Alerts</li> <li>○ Auto Answer</li> </ul> </li> <li>• Processing Calls               <ul style="list-style-type: none"> <li>○ Inbound/Outbound</li> <li>○ Hold/mute/conference/transfers/parks</li> <li>○ Worksheets</li> <li>○ DNC List</li> <li>○ Hang up/Dispositions</li> </ul> </li> <li>• Voicemail Processing               <ul style="list-style-type: none"> <li>○ Set ready for VM</li> <li>○ VM handling/transfers</li> <li>○ VM for Skill and Agent</li> </ul> </li> <li>• Internal "Chat"               <ul style="list-style-type: none"> <li>○ Broadcast messages</li> <li>○ Chat, if enabled</li> </ul> </li> </ul>

**Supervisor, Administration, and Reporting Training.** Training for these Contact Center Services functions is delivered directly to the customer resources, who will be performing these roles on an ongoing basis. These sessions are 'hands-on' in nature and intended to provide real experience in performing actual supervisor, administrative and reporting tasks. Training topics for Supervisor and Reporting are outlined in the following table:

Train-the-Trainer Session	Topics
<b>Supervisor</b>	<ul style="list-style-type: none"> <li>• Logging in (Station ID for audio path)</li> <li>• Navigating the interface</li> <li>• How to customize the layout               <ul style="list-style-type: none"> <li>○ Add/remove/adjust columns</li> <li>○ Creating visual/sound alerts</li> </ul> </li> <li>• Managing Agents               <ul style="list-style-type: none"> <li>○ Monitoring calls (silent/whisper/barge)</li> <li>○ Monitoring user states</li> <li>○ Broadcast messaging</li> </ul> </li> <li>• Managing ACD queues</li> <li>• Managing campaigns</li> <li>• Station ID tab</li> </ul>

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX C: TRAINING**

<b>Train-the-Trainer Session</b>	<b>Topics</b>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Review of Reporting interface</li> <li>• Standard/Custom/Scheduled/Shared Reports <ul style="list-style-type: none"> <li>◦ How to schedule and share reports</li> </ul> </li> <li>• Review canned reports <ul style="list-style-type: none"> <li>◦ How to customize canned reports</li> </ul> </li> <li>• Tabular/Summary/Matrix definitions</li> <li>• Adding/removing/sorting columns</li> <li>• Summary information</li> <li>• Grouping</li> <li>• Filtering Criteria</li> </ul>

For Administrators, AT&T provides a session for knowledge transfer on the topics outlined in the table below:

<b>Knowledge Transfer Session</b>	<b>Topics</b>
<b>Administrator</b>	<ul style="list-style-type: none"> <li>• Default and Local ANI</li> <li>• Default Time zones</li> <li>• Speed Dial</li> <li>• Event Log</li> <li>• Broadcast Messaging</li> <li>• How to create new users <ul style="list-style-type: none"> <li>◦ User account/user profile/agent groups</li> <li>◦ Managing passwords</li> <li>◦ Setting up personal VM</li> </ul> </li> <li>• Skills</li> <li>• Dispositions <ul style="list-style-type: none"> <li>◦ System vs. custom</li> <li>◦ Applying to campaigns</li> <li>◦ Applying actions based on dispositions</li> </ul> </li> <li>• Campaign Basics <ul style="list-style-type: none"> <li>◦ Call Recording</li> <li>◦ Call Survey</li> <li>◦ Hold music</li> <li>◦ Whisper prompts</li> <li>◦ Dispositions</li> <li>◦ Worksheets</li> <li>◦ Scripts</li> <li>◦ Email notifications</li> </ul> </li> <li>• Configuring Reason Codes</li> <li>• Configuring a Connector <ul style="list-style-type: none"> <li>◦ Triggers</li> </ul> </li> <li>• Review of Customer IVR and call flows <ul style="list-style-type: none"> <li>◦ Detailed review of design</li> <li>◦ How to maintain</li> <li>◦ Review unique configurations</li> <li>◦ API calls/integrations</li> </ul> </li> <li>• Review of Outbound Settings</li> </ul>

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX C: TRAINING**

**Technical training.** AT&T's platform engineer provides training for Customer IT other technical resource(s). This training occurs informally throughout the engagement as configuration activities are performed. Screen shares are an effective method for learning about the Contact Center Services environment as the platform engineer builds out core configurations and scripting for Customer. These sessions can be recorded for future review and reference.

Once the transition to steady-state is complete, Customer will assume responsibility for all subsequent Contact Center Services training delivery. Customer may choose to engage AT&T training resources from time to time to supplement their internal training resources by offering training refresher sessions or assist with the development of internal training materials related to the Contact Center Services.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX D: PRODUCT DESCRIPTIONS**

PRODUCT NAME	DESCRIPTION
AT&T Cloud Contact Center Connect	Monthly service charge for inbound calling into the Cloud Contact Center Services platform and occasional outbound dialing as described in this Statement of Work.
Agent Seat - Blended	Fully-Blended (Inbound/Outbound) Seat, ACD with advanced routing (skills-based, priority, proficiency, location-based and workflow routing), Queue Callbacks, IVR Self-Service w/Text-to-Speech, Web Callback, Voicemail, CTI - Screen Pop, Call Dispositions, Post Call Survey, Softphone, Automated Outbound Dialer: Predictive, Power, Progressive, Preview, Manual. Includes 3 lines/ports per seat (creates a pool of voice lines/ports to be used for a combination of inbound calls, call queuing, and outbound calls)
CCS Chat Agent	CCS chat agent can now support sending and receiving SMS, Social Messaging channels such as WhatsApp, Facebook Messenger, etc.
CCS Chat Activation	Activation fee for Chat Seat
CCS Email Agent	Monthly charge for CCS Email seat which includes an advanced Natural Language Process (NLP) engine to identify and remove spam and other non-actionable emails to ensure you maximize agent productivity.
CCS Email Activation	Activation Fee for Email seat
CCS Administrator	Administrator seat that provides user with ability to control settings, add/remove users, etc.
CCS Supervisor	Java-based Real-time Supervisor monitoring (silent, whisper coaching, barge-in and random monitoring. Chat with agents, dashboarding, reporting)
Supervisor Plus	Browser-based Real-time Supervisor monitoring (silent, whisper coaching, barge-in and random monitoring. Chat with agents, dashboarding, reporting)
Agent Seat Activation	Activation fee for CCS Seat - concurrent user
Domain Activation	Activation fee for Domain Creation (Domain Set-up Fee)
SoftPhone IDs	No charge line item for provisioning. Softphone / Station id (for non-CCS Global Voice)
Blended-In Service	No charge line item for CCS Blended-Inbound service (2 inbound/1 outbound line allocation)
CCS Implementation (up to 100 hours)	Implementation and training services for CCS, including discovery configuration and training. Delivered remotely. Guideline: medium complexity for single site/phase/business unit. Package covers up to 100 hours with scope "up to": -1 domain deployment -1 phase deployment -1 business unit -1 customer site -20 inbound campaigns -10 basic DTMF IVR call flows -10 outbound campaigns -5 basic agent scripts -1 worksheet -1 data dip (web service call) for call routing
Integration - Salesforce	Professional Services Implementation package for the CCS Salesforce integration. The CCS Salesforce integration was designed to add the efficiency of the CCS Virtual Contact Center (ACD and Dialer) to the customer's Salesforce.com deployment. This integration enables screen pop, click-to-call and call logging features and supports Salesforce Classic or Lightning. The implementation package includes discovery, configuration, testing and deployment to production.
Visual IVR Implementation	Implementation hours for deploying Visual IVR
Chat Implementation - Advanced	The Chat Implementation Advanced package employs a train-the-trainer approach to implement one (1) workflow driven chat deployment. Standard implementation deliverables and services include discovery, solution design and review, configuration, support for user acceptance testing (UAT), supported rollout, training and fine tuning for a single basic chat deployment. CCS will remotely perform the services using conference calls and an online collaboration tool.
Email Implementation - Standard	The Email Implementation Standard package uses a train-the-trainer approach to workflow-driven email for a single email campaign. Deliverables and services include data gathering, solution design and review, configuration, acceptance testing, supported rollout, training, optimization and fine-tuning supporting a single campaign with workflow rules. CCS will remotely perform all services using conference calls and an online collaboration tool.
Technical Service Manager	Commercial Offering for TAM services (minimum package of 10 hours)
Connector - Salesforce List Sync Plus	Monthly recurring per seat cost of enhanced List Sync function for Salesforce integration. Use for advanced List Sync functions, complex list management from Salesforce to CCS or use of List Sync with Custom Objects in Salesforce.
Salesforce List Sync Plus Implementation	This Professional Services engagement covers the installation, configuration and solution testing of a Salesforce to CCS list synchronization feature for the customer (called List Sync Plus). List Synch Plus enables one-way synchronization from the customer's Salesforce to its Virtual Contact Center (CCS) domain. Changes to fields chosen for synchronization will immediately be passed to CCS for processing. This engagement includes installation, configuration, solution testing and training.
Plus Adapter for Salesforce	Seat adapter license for Salesforce.com agent experience and integration (for screen-pop, click-to-call, contact details, etc.)
Customer PBX SIP connection	Optional add-on to "Standard" connectivity using SIP connection and agents using PBX (Cloud or Premise) handsets instead of CCS softphones. Depending on PBX/partner, this configuration may allow dialing of private extensions for CCS transfers. Agents can select "PSTN Mode" at login for tie line to PBX handsets.
SIP Trunk (Agent) for Customer PBX Integration Configuration	Provisioning and Professional Services Implementation for SIP Trunk (Agent) for Customer PBX (Cloud or Premise) Integration
Visual IVR Basic Application Fee	Monthly charge for Visual IVR Basic. Includes Visual Customer Feedback. Quantity is per licensed agent
Visual IVR Basic Activation	Activation fee for Visual IVR Basic. Includes Visual Customer Feedback.
100% Recording	Ability to record a specific level of concurrent calls.

**AT&T NETWORK INTEGRATION SERVICES  
ATTACHMENT****APPENDIX D: PRODUCT DESCRIPTIONS**

Geographic Redundancy Activation	Activation Fee for Geographic Redundancy. Geographic Redundancy (GR) provides an automatically-replicated backup domain and automated failover in the event of a natural disaster or major service disruption.
Geographic Redundancy	Monthly Charge for Geographic Redundancy. Geographic Redundancy (GR) provides an automatically-replicated backup domain and automated failover in the event of a natural disaster or major service disruption. Charge is per concurrent user.
Agent Desktop Plus Option	HTML/Browser-based user interface for CCS Agent Seat
Domain Configuration (Web Only)	SKU to change domain configuration to Web Only
Secure Payment Capture Implementation and IVR	<p>The Secure Payment Capture solution enables the Customer's agent to initiate a payment operation on behalf of the caller by clicking a button in either: a standalone browser-based form or the customer's payment application (customer development required). Payment information being collected by Customer is never stored in the CCS database, or in any log files and is only transacted with the Customer's payment process via Customer-provided web service interface, then discarded.</p> <p>The solution will be implemented through a combination of two components:</p> <ul style="list-style-type: none"> <li>• The agent user interface may be either a CCS-hosted, non-integrated, browser-based form, or a customer-developed, integrated form that leverages a CCS-provided JavaScript Library within Customer's payment application.</li> <li>• The IVR Script that receives initial data parameters, guides the caller through the secure entry of sensitive data / card details, interacts with the Customer's web services or authorized payment processor for payment execution and often also a requests Customer's CRM to log that a payment was made.</li> </ul> <p>Secure Payment Capture's IVR includes configuration of the following features:</p> <ol style="list-style-type: none"> <li>1. One Inbound Campaign with associated IVR Script, on one CCS Domain</li> <li>2. Language support for English and/or Spanish Text-to-Speech or Customer-recorded Prompts</li> <li>3. Credit and/or Debit card processing</li> <li>4. Configuration of conference to campaign permission for the agents utilizing Secure Pay</li> <li>5. Up to four web service requests, as counted by unique methods (e.g. one posts to payment processor, one logs result in CRM)</li> <li>6. Support for U.S. Dollar (\$), U.K. Pound Sterling (£) or European Union Euro</li> </ol> <p>*Secure Payment Capture requires Agent Desktop Plus or a "Plus" integrated adapter.</p>
CCS Call Recording Encrypted Storage Activation	Activation fee for CCS Call Recording Encrypted Storage
CCS Call Recording - Encrypted Storage	Store CCS recordings on a encrypted storage device. Recordings are encrypted as they are placed on this device, and unencrypted as they are removed.
CCS Recording Storage - 84 Months	Monthly Charge for Extended Storage for CCS Recordings - 84 months (total of 2555 days)
CCS Call Log Storage - 84 Months	Monthly Charge for Extended Storage for Call Logs - add'l 82 months (total of 84 months)
Secure RTP (sRTP) Activation	Secure Real-Time Transport Protocol (SRTP). This will encrypt agent voice traffic between the Agent PC and the data center to which the agent connects. Configuration of the customers environment is required to support SRTP.
Secure RTP (sRTP)	Optional add-on to "Standard" connectivity for additional security. Price is per domain.



## Agenda Item No. 17

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

July 21, 2022

#### SUBJECT:

VECTOR ENVIRONMENTAL HEALTH AND SAFETY (EHS) MANAGEMENT SOFTWARE –  
SOLE SOURCE 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. G2647.0-23 (in substantially the same format as Attachment A) with RedVector.com LLC (RedVector), in the amount of \$155,145 for 5-years of licensing, maintenance and support of Vector EHS Management.

#### Budget Impact

Funding will be provided through the Information Technology (IT) Department Cost Center: 661010-571250.

The total cost of the agreement shall not exceed \$155,145.

Description	Annual Cost
YR 1 – Vector EHS Professional / Data Import	\$31,029
YR 2 – Vector EHS Professional / Data Import	\$31,029
YR 3 – Vector EHS Professional / Data Import	\$31,029
YR 4 – Vector EHS Professional / Data Import	\$31,029
YR 5 – Vector EHS Professional / Data Import	\$31,029
<b>Total</b>	<b>\$155,145</b>

#### DISCUSSION:

Per the requirements of the Federal Transit Administration (FTA), transportation agencies are required to establish processes and procedures to support the implementation of a Safety Management System (SMS). SMS is a comprehensive, collaborative approach to managing safety and addressing safety risks. SMS ensures each transportation agency has the necessary organizational structures, accountabilities, and policies and procedures in place to direct and control resources to optimally manage and promote safety. MTS has utilized a SMS for



approximately four (4) years and the MTS Board formally adopted the MTS Agency Safety Plan, which documents MTS's SMS, on July 30, 2020.

As part of MTS's preparation work to implement a SMS in 2017, MTS conducted a Request for Quote (RFQ) for a SMS hazard management software solution and awarded to the lowest bidder, IndustrySafe (now called Vector Environmental Health and Safety (EHS) Management). Vector EHS Management is an online safety software that effectively manages EHS data by connecting all areas of safety into one platform.

MTS Bus is the primary user of this online software that has streamlined MTS's previous data tracking processes. MTS Bus uses it in the following ways:

- 1) hazard tracking, which allows staff to input hazards that are identified in the field, monitor the hazard to ensure the hazard has been corrected and/or mitigated, track the progress of how long it takes to close out and create reports accordingly;
- 2) completing bus accident reports, which allows staff to input information about a bus accident, monitor the progress to ensure all steps to investigate the incident and/or repair the vehicle have been completed; and
- 3) recording behind the wheel evaluations of new bus drivers.

Other MTS Departments have also utilized this software, including MTS Code Compliance Inspector Training Supervisors to schedule and track training classes, as well as MTS Right of Way Department to track the oversee right of way permits.

MTS has continued renewing on an annual basis with RedVector since 2017 and now seeks to enter into a longer term, 5-year term contract with RedVector, the sole manufacturer of this Vector EHS Management software application. Vector EHS Management is an important tool for MTS's SMS and other MTS's data management and tracking processes. To migrate years of data that MTS currently maintains within Vector EHS Management to a different software solution would be a significant undertaking, with the potential of data loss and/or data corruption. The continued licensing, maintenance and support of Vector EHS Management will ensure that MTS maintains operational continuity.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2647.0-23 (in substantially the same format as Attachment A) with RedVector, in the amount of \$155,145 for 5-years of licensing, maintenance and support of Vector EHS Management.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Agreement MTS Doc No. G2647.0-23  
B. Cost Proposal



# Metropolitan Transit System

## STANDARD AGREEMENT FOR

MTS DOC. NO. G2647.0-23

### ITSM Software Licenses and Onboarding Services

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: RedVector.com LLC d/b/a Vector Solutions

Address: 4890 W Kennedy Blvd #300

Tampa, FL 33609

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

Email: Troy.Bocchicchio@vectorsolutions.com

Telephone: (813) 302-7290

Authorized person to sign  
contracts

Brian Corrigan

Director

Name

Title

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

The contract term is for a total of 5 years which shall be effective September 15, 2022 through September 14, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$155,145.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	REDVECTOR.COM LLC D/B/A VECTOR SOLUTIONS
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	



## Commercial Schedule A

**Date:** Thursday, July 7, 2022

### Client Information

<b>Client Name:</b> San Diego Metropolitan Transit System	
<b>Address:</b> 1255 Imperial Avenue - Suite 100 San Diego, CA 92101	
<b>Primary Contact Name:</b>	<b>Primary Contact Phone:</b>

### Agreement Term

<b>Effective Date:</b> 09/15/2022	<b>Initial Term:</b> 60 months
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### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Accounts Payable		
<b>Billing Address:</b> 1255 Imperial Avenue – Suite 100 San Diego, California 92101		<b>Billing Phone:</b> (619) 446-4022  <b>Billing Email:</b> ap@sdmts.com
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Fee(s) (YEAR 1)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
EHSPRO	Vector EHS - Professional	EHS Professional Software -Key Modules and Features	1,600	\$18.39	\$29,424.00
ISHome	Home	Home Module	1	\$0.00	\$0.00
Hazards	Hazards		1	\$0.00	\$0.00
CorrectiveActions	Corrective Actions		1	\$0.00	\$0.00
ISDashboardDashboard	Dashboard	Dashboard Module	1	\$0.00	\$0.00
ISPWF	Public Web Form	Public Web Forms	1	\$0.00	\$0.00
ISIncidents	Incidents	Incidents Module	1	\$0.00	\$0.00

ISInspection	Inspections	Inspections Module	1	\$0.00	\$0.00
EmployeeInterf ace	Employee Interface	Swapped with RTMS import	1,600	\$0.00	\$0.00
SingleSignOn	Single Sign On	Swapped with TOSA import	1,600	\$0.00	\$0.00
ISTrain	Training	Training Module	1	\$0.00	\$0.00
ISDataImpExp Ongoing	Import and Export Services -On going	Asset Import	1	\$1,605.00	\$1,605.00

Annual Total: \$31,029.00

**Annual Fee(s) (YEAR 2)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
EHSPRO	Vector EHS - Professional	EHS Professional Software -Key Modules and Features	1,600	\$18.39	\$29,424.00
ISHome	Home	Home Module	1	\$0.00	\$0.00
Hazards	Hazards		1	\$0.00	\$0.00
CorrectiveActions	Corrective Actions		1	\$0.00	\$0.00
ISDashboardD ashboard	Dashboard	Dashboard Module	1	\$0.00	\$0.00
ISPWF	Public Web Form	Public Web Forms	1	\$0.00	\$0.00
ISIncidents	Incidents	Incidents Module	1	\$0.00	\$0.00
ISInspection	Inspections	Inspections Module	1	\$0.00	\$0.00
EmployeeInterf ace	Employee Interface	Swapped with RTMS import	1,600	\$0.00	\$0.00
SingleSignOn	Single Sign On	Swapped with TOSA import	1,600	\$0.00	\$0.00
ISTrain	Training	Training Module	1	\$0.00	\$0.00
ISDataImpExp Ongoing	Import and Export Services -On going	Asset Import	1	\$1,605.00	\$1,605.00

Annual Total: \$31,029.00

**Annual Fee(s) (YEAR 3)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
EHSPRO	Vector EHS - Professional	EHS Professional Software -Key Modules and Features	1,600	\$18.39	\$29,424.00
ISHome	Home	Home Module	1	\$0.00	\$0.00
Hazards	Hazards		1	\$0.00	\$0.00
CorrectiveActions	Corrective Actions		1	\$0.00	\$0.00
ISDashboardD ashboard	Dashboard	Dashboard Module	1	\$0.00	\$0.00
ISPWF	Public Web Form	Public Web Forms	1	\$0.00	\$0.00
ISIncidents	Incidents	Incidents Module	1	\$0.00	\$0.00
ISInspection	Inspections	Inspections Module	1	\$0.00	\$0.00
EmployeeInterf ace	Employee Interface	Swapped with RTMS import	1,600	\$0.00	\$0.00
SingleSignOn	Single Sign On	Swapped with TOSA import	1,600	\$0.00	\$0.00

ISTrain	Training	Training Module	1	\$0.00	\$0.00
ISDataImpExp Ongoing	Import and Export Services -On going	Asset Import	1	\$1,605.00	\$1,605.00

Annual Total: \$31,029.00

**Annual Fee(s) (YEAR 4)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
EHSPRO	Vector EHS - Professional	EHS Professional Software -Key Modules and Features	1,600	\$18.39	\$29,424.00
ISHome	Home	Home Module	1	\$0.00	\$0.00
Hazards	Hazards		1	\$0.00	\$0.00
CorrectiveActions	Corrective Actions		1	\$0.00	\$0.00
ISDashboardDashboard	Dashboard	Dashboard Module	1	\$0.00	\$0.00
ISPWF	Public Web Form	Public Web Forms	1	\$0.00	\$0.00
ISIncidents	Incidents	Incidents Module	1	\$0.00	\$0.00
ISInspection	Inspections	Inspections Module	1	\$0.00	\$0.00
EmployeeInterface	Employee Interface	Swapped with RTMS import	1,600	\$0.00	\$0.00
SingleSignOn	Single Sign On	Swapped with TOSA import	1,600	\$0.00	\$0.00
ISTrain	Training	Training Module	1	\$0.00	\$0.00
ISDataImpExp Ongoing	Import and Export Services -On going	Asset Import	1	\$1,605.00	\$1,605.00

Annual Total: \$31,029.00

**Annual Fee(s) (YEAR 5)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
EHSPRO	Vector EHS - Professional	EHS Professional Software -Key Modules and Features	1,600	\$18.39	\$29,424.00
ISHome	Home	Home Module	1	\$0.00	\$0.00
Hazards	Hazards		1	\$0.00	\$0.00
CorrectiveActions	Corrective Actions		1	\$0.00	\$0.00
ISDashboardDashboard	Dashboard	Dashboard Module	1	\$0.00	\$0.00
ISPWF	Public Web Form	Public Web Forms	1	\$0.00	\$0.00
ISIncidents	Incidents	Incidents Module	1	\$0.00	\$0.00
ISInspection	Inspections	Inspections Module	1	\$0.00	\$0.00
EmployeeInterface	Employee Interface	Swapped with RTMS import	1,600	\$0.00	\$0.00
SingleSignOn	Single Sign On	Swapped with TOSA import	1,600	\$0.00	\$0.00
ISTrain	Training	Training Module	1	\$0.00	\$0.00
ISDataImpExp Ongoing	Import and Export Services -On going	Asset Import	1	\$1,605.00	\$1,605.00

Annual Total: \$31,029.00

**One-Time Fee(s)**

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Grand Total (including Annual and One-Time): \$155,145.00**

*Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0.0% per year.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brian Corrigan

Printed Name:

Title: Director of Renewal Management

Title:

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

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

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

1255 Imperial Avenue - Suite 100  
San Diego, CA 92101



## Agenda Item No. 30

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

July 14, 2022

**SUBJECT:**

**BUS PROCUREMENT: LOW FLOOR COMPRESSED NATURAL GAS (CNG) AND BATTERY ELECTRIC BUSES (BEB) – CONTRACT AWARD (MICHAEL WYGANT, CLAUDINE AQUINO, LARRY MARINESI)**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors to authorize the Chief Executive Officer (CEO) to:

- 1) Execute the following contracts (in substantially the same format as Attachments A-1 through A-8) with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and
- 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

Attachment #	Contract #	Group	Description	Base quantity up to	Option quantity up to	Total Amount
A-1	B0746.0-22	A	40ft CNG	138	50	\$152,475,675.09
A-3	B0747.0-22	B	40ft BEB	91	50	\$170,804,314.53
A-5	B0748.0-22	C	60ft CNG	30	40	\$96,279,531.73
A-7	B0749.0-22	D	60ft BEB	34	40	\$149,543,816.51
Not-to-exceed total amount						\$569,103,337.86

#### Executive Committee Recommendation

At its July 14, 2022 meeting, the Executive Committee voted 7 to 0 (Board Members: Fletcher, Sotelo-Solis, Salas, Elo-Rivera, Hall, Sandke, Moreno in favor) to recommend that the Board of Directors approve the staff recommendation.



### Budget Impact

The CEO's total authorization will not exceed \$569,103,337.86 without prior MTS Board authorization. This total authorized amount includes the cost of base quantities and option quantities. This total authorized amount also includes the cost of spare parts not to exceed \$100,000.00, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00. Costs for buses purchased in years 2 – 5 have an assumed 5% Producer Price Index (PPI) increase included. See Attachment B for pricing details.

Funding will be from Capital Improvement Project (CIP), WBSE #s 1001117401-599901, FY23 Bus Procurement; and 3001119201-599901, FY23 Bus Procurement - Rapid.

### DISCUSSION:

MTS and its contractors operate a fixed route fleet of 601 buses throughout the service area. Each of these buses has a useful life expectancy of 12 years or 500,000 miles and MTS has implemented a fleet replacement plan to ensure they are replaced in a timely manner. The fleet replacement plan takes into account the cost of maintenance and availability of aftermarket parts. MTS staff has identified that 293 CNG buses are due for replacement within the next 5 years. In accordance with the Zero Emission Bus (ZEB) Transition Plan, some of these CNG buses will be replaced with BEB buses. MTS published a solicitation to procure the following number of buses plus spare parts, tools & diagnostics, training services:

GROUP	Year 1	Year 2	Year 3	Year 4	Year 5	Sub Total	Total
A: 40FT CNG - (Base)	28	28	37	22	23	138	188
A: 40FT CNG - (Option)	0	0	0	25	25	50	
B: 40FT BEB – (Base)	13	10	13	28	27	91	141
B: 40FT BEB – Option)	0	0	0	25	25	50	
C: 60FT CNG - (Base)	0	0	21	9	0	30	70
C: 60FT CNG - (Option)	0	0	0	20	20	40	
D: 60FT BEB – (Base)	0	0	8	9	17	34	74
D: 60FT BEB – Option)	0	0	0	20	20	40	

On October 20, 2021, MTS issued a Request for Proposals (RFP), MTS Doc. No. B0734.0-21 for 40-foot and 60-foot, low-floor CNG buses and BEBs. The contract term will be for a five (5) year period effective from October 1, 2022 through September 30, 2027. On February 8, 2022, a total of four (4) proposers submitted proposals for one or more groups.

They are:

1. BYD Coach & Bus LLC (BYD)
2. Eldorado National California, Inc (Eldorado)
3. Gillig, LLC (Gillig)
4. New Flyer of America, Inc. (New Flyer)

The initial review of the technical proposals showed Eldorado, Gillig and New Flyer submitted the required forms and were compliant to the RFP requirements, including the Pass/Fail criteria.

BYD's proposal was deemed non-responsive and was rejected as they did not pass the Pass/Fail criteria in regards to the National Defense Authorization Act (NDAA) which prohibits use of federal funding to procure bus and rail rolling stock from an entity that is incorporated in

or has manufacturing facilities in the United States and is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in certain foreign countries. BYD was therefore eliminated from further evaluations.

An evaluation committee consisting of representatives from MTS Bus Operations, Bus Maintenance, Capital Projects, Contract Operations and Passenger Facilities and Finance met on March 7, 2022 to evaluate and score each proposal based on the following criteria:

I.	QUALIFICATIONS OF PROPOSER	Total Score
1	Qualifications, Experience and Stability of Firm	15%
2	Past Performance, Customer References and Current Commitments	
II.	TECHNICAL CAPACITY	
1	Manufacturing Process	30%
2	Minimum Vehicle Performance	
3	Vehicle Structure	
4	Project Management	
5	Maintainability	
III.	SAFETY, SUPPORT AND INNOVATION	
1	System Safety Provisions	25%
2	Warranty, Aftermarket Parts Support and Technical Support	
3	Advance Design Provisions	
IV.	COST AND PRICE	30%
	TOTAL	100%

The evaluation was done in four (4) sets. A proposer could get awarded one, some or all groups:

1. Group A: 40ft CNG
2. Group C: 60ft CNG
3. Group B: 40ft BEB
4. Group D: 60ft BEB

The following table represents the initial evaluations for each proposer using the criteria above, with the cost shown based on the cost of the base bus including tax:

Group A: 40ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$629,535	58.84%	29.35%	88.19%	1
Gillig	\$615,982	53.76%	30.00%	83.76%	2
Eldorado	\$676,904	46.73%	27.30%	74.03%	3

*Group B: 40ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	26.60%	84.54%	1
Gillig	\$872,922	49.94%	30.00%	79.94%	2

\*Eldorado did not propose on the 40ft BEB

Group C: 60ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,055,182	58.84%	30.00%	88.84%	1

**Group D: 60ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,589,574	57.94%	30.00%	87.94%	1

*\*\*Gillig and Eldorado did not propose on the 60ft CNG or BEB*

After the initial review, the evaluation team determined that New Flyer and Gillig's proposals were within the competitive range and agreed that interviews were necessary with both to primarily address proposed costs and technical specifications. Interviews were held on April 11 and 12, 2022.

After the interviews, MTS requested revised proposals on technical clarifications and revised costs. Revised proposals #1 were received on May 16, 2022.

On June 2, 2022 the committee met to evaluate revised proposals #1. There were no changes in the technical scoring. The following table represents the revised cost and total scores following the revised proposals #1 evaluations:

Group A: 40ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$651,085	58.84%	28.68%	87.52%	1
Gillig	\$622,545	53.76%	30.00%	83.76%	2

Group B: 40ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	27.32%	85.26%	1
Gillig	\$896,281	49.94%	30.00%	79.94%	2

Group C: 60ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,090,627	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,617,100	57.94%	30.00%	87.94%	1

After this review, additional clarifications were required for both firms and MTS requested revised proposals #2 which were received on June 10, 2022.

On June 20, 2022, the committee discussed all revised proposals #2. There were no changes in the technical scoring. The following table represents the revised costs and total scores following the revised proposals #2 evaluations:

Group A: 40ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$651,085	58.84%	29.00%	87.84%	1
Gillig	\$629,437	53.76%	30.00%	83.76%	2

Group B: 40ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	27.50%	85.44%	1
Gillig	\$902,451	49.94%	30.00%	79.94%	2

Group D: 60ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,617,100	57.94%	30.00%	87.94%	1

MTS awarded New Flyer all 4 groups at the following reduced pricing:

MTS staff has determined that New Flyer's proposed pricing is fair and reasonable based on past purchase history, and has provided a very competitive proposal that meets MTS's requirements as outlined in the RFP.

- 1) Execute the following contracts (in substantially the same format as Attachments A-1 through A-8) with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and
- 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

<b>Attachment #</b>	<b>Contract #</b>	<b>Group</b>	<b>Description</b>	<b>Base quantity up to</b>	<b>Option quantity up to</b>	<b>Total Amount</b>
A-1	B0746.0-22	A	40ft CNG	138	50	\$152,475,675.09
A-3	B0747.0-22	B	40ft BEB	91	50	\$170,804,314.53
A-5	B0748.0-22	C	60ft CNG	30	40	\$96,279,531.73
A-7	B0749.0-22	D	60ft BEB	34	40	\$149,543,816.51
<b>Not-to-exceed total amount</b>						<b>\$569,103,337.86</b>

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. New Flyer Draft Agreements

A-1 - B0746.0-22

A-3 - B0747.0-22

A-5 - B0748.0-22

A-7 - B0749.0-22

B. Cost Summary Breakdown



**Metropolitan  
Transit  
System**

**STANDARD AGREEMENT**

**FOR**

**MTS DOC. NO. B0746.0-22**

**PROCUREMENT FOR 40FT COMPRESSED NATURAL GAS (CNG) BUSES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
	<u>City State Zip</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u><a href="mailto:jennifer.mcneill@newflyer.com">jennifer.mcneill@newflyer.com</a></u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 138 **40FT CNG** Buses with additional option purchases of up to 50 buses, for a total of 188 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 188 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 138 buses shall not exceed \$109,427,137.67. The total cost for the option purchase of up to 50 buses shall not exceed \$43,048,537.41, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$152,475,675.09 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)  
100 16<sup>th</sup> Street  
San Diego, CA 92101  
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

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



**Metropolitan  
Transit  
System**

**STANDARD AGREEMENT**

**FOR**

**MTS DOC. NO. B0747.0-22**

**PROCUREMENT FOR 40FT BATTERY ELECTRIC BUSES (BEBs)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
Form of Business: <u>Corporation</u>	<u>City State Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u><a href="mailto:jennifer.mcneill@newflyer.com">jennifer.mcneill@newflyer.com</a></u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 91 **40FT BEB** with additional option purchases of up to 50 buses, for a total of 141 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 141 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 91 buses shall not exceed \$108,257,533.63. The total cost for the option purchase of up to 50 buses shall not exceed \$62,546,780.90, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$170,804,314.53 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)  
100 16<sup>th</sup> Street  
San Diego, CA 92101  
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

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



**Metropolitan  
Transit  
System**

**STANDARD AGREEMENT**

**FOR**

**MTS DOC. NO. B0748.0-22**

**PROCUREMENT FOR 60FT COMPRESSED NATURAL GAS (CNG) BUSES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
Form of Business: <u>Corporation</u>	<u>City State Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u><a href="mailto:jennifer.mcneill@newflyer.com">jennifer.mcneill@newflyer.com</a></u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 30 **60FT CNG** Buses with additional option purchases of up to 40 buses, for a total of 70 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 70 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 30 buses shall not exceed \$39,792,250.42. The total cost for the option purchase of up to 40 buses shall not exceed \$56,487,281.31, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$96,279,531.73 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)  
100 16<sup>th</sup> Street  
San Diego, CA 92101  
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

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



**Metropolitan  
Transit  
System**

**STANDARD AGREEMENT**

**FOR**

**MTS DOC. NO. B0749.0-22**

**PROCUREMENT FOR 60FT BATTERY ELECTRIC BUSES (BEBs)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
Form of Business: <u>Corporation</u>	<u>City State Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u><a href="mailto:jennifer.mcneill@newflyer.com">jennifer.mcneill@newflyer.com</a></u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 34 **60FT BEB** with additional option purchases of up to 40 buses, for a total of 74 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 74 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 34 buses shall not exceed \$68,196,569.38. The total cost for the option purchase of up to 40 buses shall not exceed \$81,347,247.13, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$149,543,816.51 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)  
100 16<sup>th</sup> Street  
San Diego, CA 92101  
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

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

## MTS DOC.NO. B0746.0-22

40FT CNG

PPI

-

5.0%

5.0%

5.0%

5.0%

#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 618,635.76	\$ 649,567.55	\$ 682,045.93	\$ 716,148.23	\$ 751,955.64	
2	Options (incl. tax)		71,457.45	\$ 75,030.32	\$ 78,781.84	\$ 82,720.93	\$ 86,856.98	
3	ADA Equipment (non-taxable)		27,680.25	\$ 29,064.26	\$ 30,517.48	\$ 32,043.35	\$ 33,645.52	
4	Delivery (non-taxable)		3,961.00	\$ 4,159.05	\$ 4,367.00	\$ 4,585.35	\$ 4,814.62	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		<b>\$ 229,272.09</b>	<b>\$ 721,734.46</b>	<b>\$ 757,821.19</b>	<b>\$ 795,712.25</b>	<b>\$ 835,497.86</b>	<b>\$ 877,272.75</b>	

Bus Qty (Base)	n/a	28	28	37	22	23	138
Base Cost	\$ -	\$ 20,208,565.02	\$ 21,218,993.27	\$ 29,441,353.16	\$ 18,380,952.92	\$ 20,177,273.32	\$ 109,427,137.67

Bus Qty (Options)	n/a	-	-	-	25	25	50
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 20,887,446.50	\$ 21,931,818.82	\$ 43,048,537.41

<b>Bus Total Cost</b>	<b>\$ 229,272.09</b>	<b>\$ 20,208,565.02</b>	<b>\$ 21,218,993.27</b>	<b>\$ 29,441,353.16</b>	<b>\$ 39,268,399.41</b>	<b>\$ 42,109,092.14</b>	<b>\$ 152,475,675.09</b>
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MTS DOC.NO. B0747.0-22

**40FT BEB****PPI****-****5.0%****5.0%****5.0%****5.0%**

#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 938,271.83	\$ 985,185.42	\$ 1,034,444.69	\$ 1,086,166.93	\$ 1,140,475.27	
2	Options (incl. tax)		71,457.45	\$ 75,030.32	\$ 78,781.84	\$ 82,720.93	\$ 86,856.98	
3	ADA Equipment (non-taxable)		27,680.25	\$ 29,064.26	\$ 30,517.48	\$ 32,043.35	\$ 33,645.52	
4	Delivery (non-taxable)		12,975.00	\$ 13,623.75	\$ 14,304.94	\$ 15,020.18	\$ 15,771.19	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		<b>\$ 229,272.09</b>	<b>\$ 1,050,384.53</b>	<b>\$ 1,102,903.76</b>	<b>\$ 1,158,048.94</b>	<b>\$ 1,215,951.39</b>	<b>\$ 1,276,748.96</b>	

Bus Qty (Base)	n/a	13	10	13	28	27	91
Base Cost	\$ -	\$ 13,654,998.89	\$ 11,029,037.56	\$ 15,054,636.27	\$ 34,046,638.96	\$ 34,472,221.95	\$ 108,257,533.63

Bus Qty (Options)	n/a	-	-	-	25	25	50
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 30,398,784.78	\$ 31,918,724.02	\$ 62,546,780.90

<b>Bus Total Cost</b>	<b>\$ 229,272.09</b>	<b>\$ 13,654,998.89</b>	<b>\$ 11,029,037.56</b>	<b>\$ 15,054,636.27</b>	<b>\$ 64,445,423.74</b>	<b>\$ 66,390,945.97</b>	<b>\$ 170,804,314.53</b>
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MTS DOC.NO. B0748.0-22

**60FT CNG****PPI****-****5.0%****5.0%****5.0%****5.0%**

#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 1,040,545.76	\$ 1,092,573.05	\$ 1,147,201.70	\$ 1,204,561.78	\$ 1,264,789.87	
2	Options (incl. tax)		100,072.73	\$ 105,076.36	\$ 110,330.18	\$ 115,846.69	\$ 121,639.02	
3	ADA Equipment (non-taxable)		40,499.07	\$ 42,524.02	\$ 44,650.22	\$ 46,882.74	\$ 49,226.87	
4	Delivery (non-taxable)		4,194.24	\$ 4,403.95	\$ 4,624.15	\$ 4,855.36	\$ 5,098.12	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		<b>\$ 229,272.09</b>	<b>\$ 1,185,311.79</b>	<b>\$ 1,244,577.38</b>	<b>\$ 1,306,806.25</b>	<b>\$ 1,372,146.57</b>	<b>\$ 1,440,753.89</b>	

Bus Qty (Base)	n/a	-	-	21	9	-	30
Base Cost	\$ -	\$ -	\$ -	\$ 27,442,931.32	\$ 12,349,319.10	\$ -	\$ 39,792,250.42

Bus Qty (Options)	n/a	-	-	-	20	20	40
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 27,442,931.32	\$ 28,815,077.89	\$ 56,487,281.31

<b>Bus Total Cost</b>	<b>\$ 229,272.09</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,442,931.32</b>	<b>\$ 39,792,250.42</b>	<b>\$ 28,815,077.89</b>	<b>\$ 96,279,531.73</b>
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MTS DOC.NO. B0749.0-22

**60FT BEB****PPI**

			-	5.0%	5.0%	5.0%	5.0%	
#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 1,545,619.83	\$ 1,622,900.82	\$ 1,704,045.86	\$ 1,789,248.16	\$ 1,878,710.57	
2	Options (incl. tax)		100,072.73	\$ 105,076.36	\$ 110,330.18	\$ 115,846.69	\$ 121,639.02	
3	ADA Equipment (non-taxable)		40,499.07	\$ 42,524.02	\$ 44,650.22	\$ 46,882.74	\$ 49,226.87	
4	Delivery (non-taxable)		22,900.00	\$ 24,045.00	\$ 25,247.25	\$ 26,509.61	\$ 27,835.09	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		<b>\$ 229,272.09</b>	<b>\$ 1,709,091.63</b>	<b>\$ 1,794,546.21</b>	<b>\$ 1,884,273.52</b>	<b>\$ 1,978,487.20</b>	<b>\$ 2,077,411.56</b>	

Bus Qty (Base)	n/a	-	-	8	9	17	34
Base Cost	\$ -	\$ -	\$ -	\$ 15,074,188.16	\$ 17,806,384.76	\$ 35,315,996.45	\$ 68,196,569.38

Bus Qty (Options)	n/a	-	-	-	20	20	40
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 39,569,743.92	\$ 41,548,231.12	\$ 81,347,247.13

<b>Bus Total Cost</b>	<b>\$ 229,272.09</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,074,188.16</b>	<b>\$ 57,376,128.69</b>	<b>\$ 76,864,227.57</b>	<b>\$ 149,543,816.51</b>
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# Bus Procurement 2022

## Item # 30



Board of Directors  
July 21, 2022

# Fleet History and Background

- MTS currently operates 601 transit vehicles comprised of Compressed Natural Gas (CNG) and Battery Electric.

- Standard 40ft buses: 451 (CNG) powered engines
- Articulated 60ft buses: 113 (CNG) powered engines
- Standard 40ft buses: 13 (BEB) powered by Batteries
- Standard 45ft buses: 24 (CNG) powered engines.(\*Not part of current RFP)
  - Not inclusive of MTS paratransit minibus fleet\*

- MTS bus fleet has multiple propulsion systems that align with the emission standards set forth by California Air Resources Board (CARB).

- Compressed Natural Gas
  - Near Zero Engines (NZ)
  - Pre-Near Zero Engines
- Battery Electric
  - Zero tail-pipe emissions

# Fleet Replacement Schedule

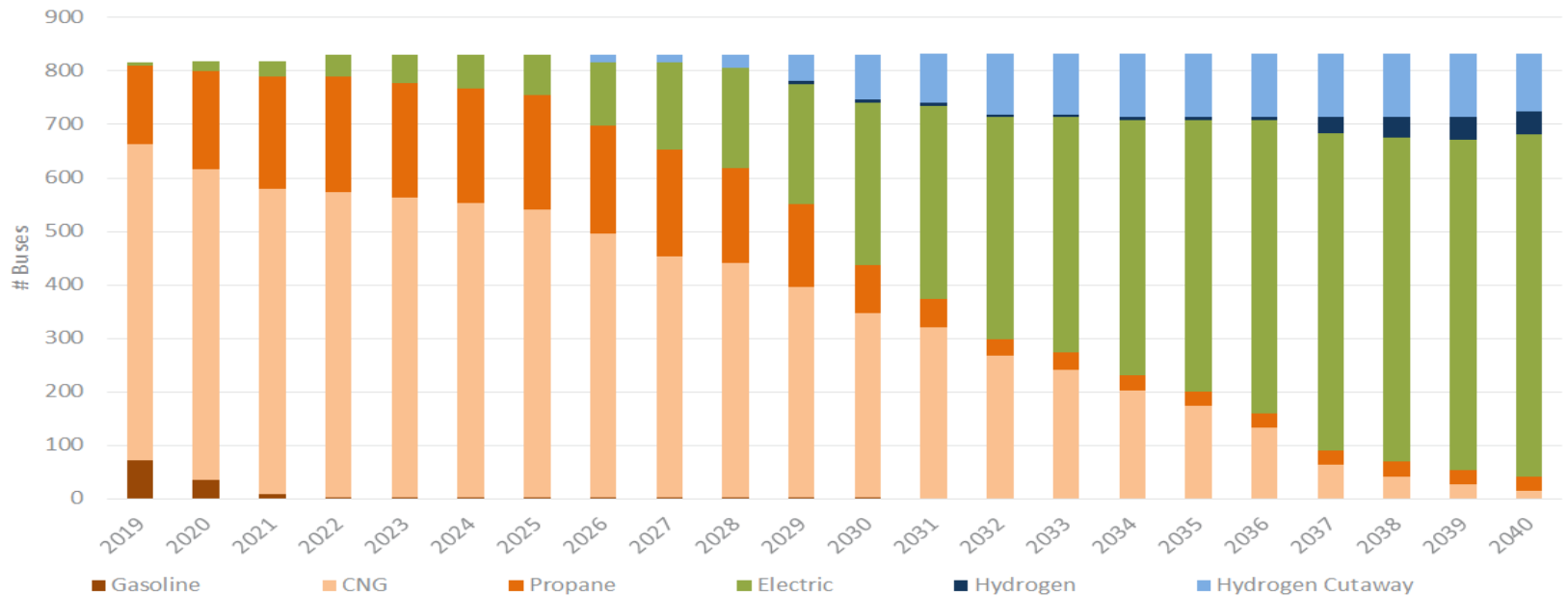
- **To ensure a State of Good Repair**, safety, reliability, and cost effectiveness, the Federal Transit Administration (FTA) recommends buses to be replaced after they have reached 12 years of service, or 500,000 miles.
- Replacing older vehicles that have reached the end of their useful life with Battery Electric or Near Zero engines, aligns with MTS' goal of having a clean fleet and improves safety, reliability, efficiency and cost per mile.
- MTS currently has 79 vehicles that have exceeded their minimum service life as per the FTA guidelines



- **MTS has an effective fleet replacement plan** as part of the of the MTS CIP program. The replacement program aligns with the Board approved Zero Emission Bus (ZEB) Transition Plan/Rollout Plan as required by CARB.

# Fleet Replacement - Continued

## ➤ Board/CARB approved ZEB Transition Plan



# Existing Contract 2017-2022

- Standard 40ft buses: 250 buses (approximately 50 buses a year), 100 bus options
- Articulated 60ft buses: 30 buses, 20 bus options
  - 152 buses purchased and delivered, or in construction
  - 39 buses still to be delivered
  - Contract expires on September 30, 2022
    - Existing contract did not include ZEB's\*



# Request for Proposals (continued)

- **Staff developed Request for Proposals (RFP), soliciting offers from qualified manufacturers**
  - The solicitations were publicly advertised and released on October 20, 2021 (MTS Doc. No. B0734.0-21)
  - RFP included base purchase estimate of 293 buses, inclusive of 60 & 40Ft BEB and CNG
  - The RFP's also outlined provisions for additional BEB and CNG bus options over the 5 year agreements for potential MTS service expansion and ZEB transition (100 standard, 80 articulated)
  
- **Both standard and articulated bus specifications and RFP procurement processes are all in accordance with applicable local, state, and federal laws**
  - MTS Policy 52 (Procurement of Goods and Services)
  - Title 49 United States Code, Chapter 53 "Public Transportation"
  - Federal Transit Administration Circular 4220.1F; Third Party Contracting Guidance
  - Federal Transit Administration's Best Practices Procurement Manual
  - Federal Transit Administration's "White Book" guidelines
  - American Public Transit Association, Standard Bus Procurement Guidelines

# Request for Proposals (continued)

## ➤ Terms of proposed contract(s)

- 5 Year Contract, 2022- 2027
- 40-FT Compressed Natural Gas (CNG) Buses - 138 buses and 50 bus options
- 40-FT Battery Electric Buses (BEB) – 91 buses and 50 bus options
- 60-FT Compressed Natural Gas (CNG) Buses – 30 buses and 40 options
- 60-FT Battery Electric Buses (BEB) – 34 buses and 40 options

## ➤ Scope effectively addresses the following

- Aligns with the Board and CARB approved ZEB Transition Plan/Rollout Plan
- Allows for advancement of technology
- Allows for infrastructure planning, development, and construction to support the technology
- Aligns with ICT (Innovation Clean Transit) regulation
- Bus range

# Vehicle Improvements

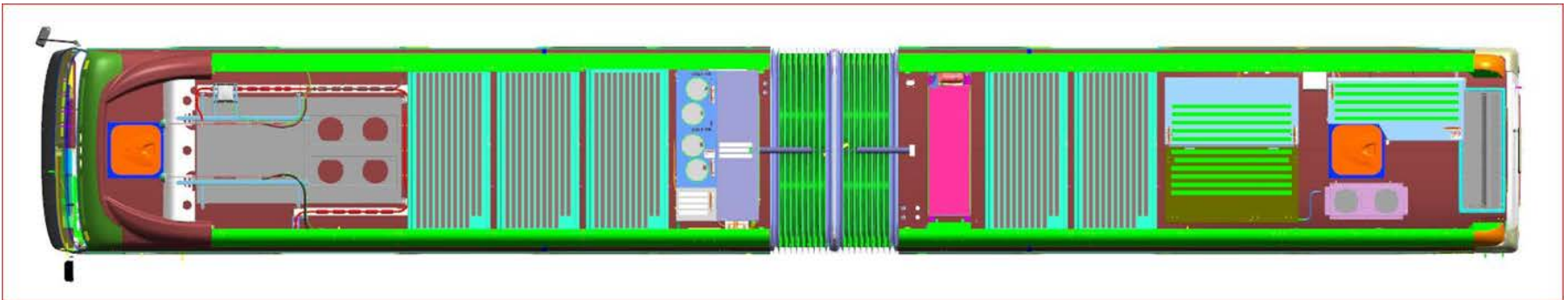
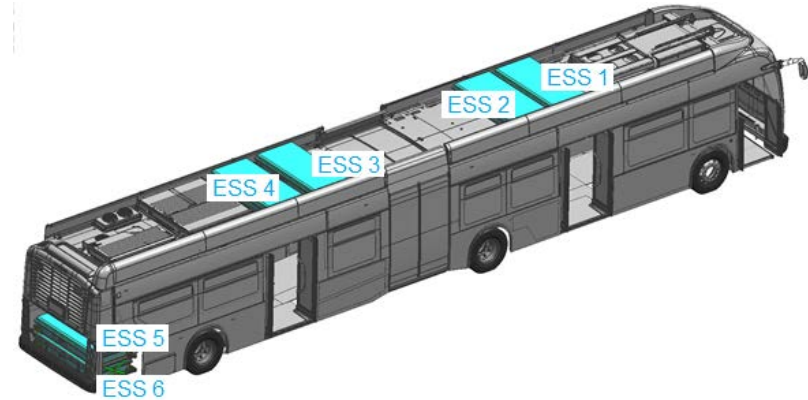
➤ **MTS is committed to enhancing and refining our state of the art reliable bus fleet.** A few of the changes included in the enhanced bus design compared to the current buses include:

- Increased battery Energy Storage System (ESS) capacity
- New CNG “Near Zero” emission engines
- AROW Guard Driver Barriers
- Pronto and Init fare system
- Improved operator radio communication systems
- Improved HD camera system with additional safety, capacity and improved coverage
- Improved ADA accessibility and ramp angle
- Improved ADA securement and stanchion systems
- Improved paint durability standards
- Air purification system (optional)
- Improves cost per mile and bus efficiency
- Overhead charging capability (autonomous system)

# Technology

## ➤ Battery Electric Buses

- Prioritizing electric charging infrastructure
  - Coordination with utilities
- Overhead charging system
- Charging optimization (charging time management)
  - Charge Management System (CMS)
- Range limitation – still not a 1-for-1
- Operational costs (electricity/maintenance)
  - Mid-life battery costs



# Procurement

## ➤ Procurement

- On October 20, 2021 MTS issued a Request For Proposals (RFP) for four groups of buses:
  - Group A: 40-FT CNG Buses - 138 buses and 50 bus options
  - Group B: 40-FT BEB – 91 buses and 50 bus options
  - Group C: 60-FT CNG buses – 30 buses and 40 options
  - Group D: 60-FT BEB – 34 buses and 40 options

## ➤ Proposals received from the following firms

- BYD Coach & Bus LLC
- ElDorado National California, Inc
- Gillig, LLC
- New Flyer of America, Inc.

## ➤ Responsiveness check

- BYD's proposal was deemed non-responsive and eliminated from further evaluations
- ElDorado, Gillig and New Flyer were responsive and moved on to the evaluation phase

# Procurement

## ➤ Initial Evaluations

- An evaluation team consisting of staff from maintenance, operations, finance, capital projects and contract services evaluated and scored the proposals based on the following technical and cost factors:

I.	QUALIFICATIONS OF PROPOSER	Total Score
1	Qualifications, Experience and Stability of Firm	15%
2	Past Performance, Customer References and Current Commitments	
II.	TECHNICAL CAPACITY	
1	Manufacturing Process	30%
2	Minimum Vehicle Performance	
3	Vehicle Structure	
4	Project Management	
5	Maintainability	
III.	SAFETY, SUPPORT AND INNOVATION	
1	System Safety Provisions	25%
2	Warranty, Aftermarket Parts Support and Technical Support	
3	Advance Design Provisions	
IV.	COST AND PRICE	30%
	TOTAL	100%

# Procurement

## ➤ Initial Evaluations Costs and Scores

Group A: 40ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$629,535	58.84%	29.35%	88.19%	1
Gillig	\$615,982	53.76%	30.00%	83.76%	2
Eldorado	\$676,904	46.73%	27.30%	74.03%	3

Group B: 40ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	26.60%	84.54%	1
Gillig	\$872,922	49.94%	30.00%	79.94%	2

*\*Eldorado did not propose on the 40ft BEB*

Group C: 60ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,055,182	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,589,574	57.94%	30.00%	87.94%	1

*\*\*Gillig and Eldorado did not propose on the 60ft CNG or BEB*

# Procurement

## ➤ Final Evaluations Costs and Scores

- Based on the initial scores, the evaluation team determined that Gillig and New Flyer were the top ranked and in the competitive range.
- After the initial review, Gillig and New Flyer were invited for presentations and interviews.
- Staff requested additional clarifications, cost revisions, and two revised proposals were received and rescored. The final costs and scores are shown below:

Group A: 40ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$651,085	58.84%	29.00%	87.84%	1
Gillig	\$629,437	53.76%	30.00%	83.76%	2

Group B: 40ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	27.50%	85.44%	1
Gillig	\$902,451	49.94%	30.00%	79.94%	2

Group C: 60ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,090,627	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,617,100	57.94%	30.00%	87.94%	1

# Procurement

## ➤ New Flyer's Final Proposal (Award all 4 Groups)

- New Flyer's revised proposal #2 also provided a further price reduction to MTS, if awarded all four groups which offered its most favorable pricing to MTS.
- As the #1 ranked proposer, New Flyer's proposal was deemed to be the most advantageous to MTS offering the best overall value.
- The cost summary per bus is shown below:

Bus type	Base bus price incl tax
40ft CNG	\$650,277
40ft BEB	\$978,927
60ft CNG	\$1,085,239
60ft BEB	\$1,609,019

# Total Contract Costs

DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
40 Foot CNG	\$ 229,272	\$ 20,208,565	\$ 21,218,993	\$ 29,441,353	\$ 39,268,399	\$ 42,109,092	\$ 152,475,675
40 Foot BEB	229,272	13,654,999	11,029,038	15,054,636	64,445,424	66,390,946	170,804,315
60 Foot CNG	229,272	-	-	27,442,931	39,792,250	28,815,078	96,279,532
60 Foot BEB	229,272	-	-	15,074,188	57,376,129	76,864,228	149,543,817
	<b>\$ 917,088</b>	<b>\$ 33,863,564</b>	<b>\$ 32,248,031</b>	<b>\$ 87,013,109</b>	<b>\$ 200,882,202</b>	<b>\$ 214,179,344</b>	<b>\$ 569,103,338</b>

QUANTITIES	(including Options)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
40 Foot CNG		28	28	37	47	48	188
40 Foot BEB		13	10	13	53	52	141
60 Foot CNG		-	-	21	29	20	70
60 Foot BEB		-	-	8	29	37	74
	<b>\$ -</b>	<b>41</b>	<b>38</b>	<b>79</b>	<b>158</b>	<b>157</b>	<b>473</b>

- Fixed Costs: Tools & Diagnostic Equipment, Training and Spare Parts
- Assumed 5% PPI Inflation in Bus unit price beginning Year 2
  - Aligns with the past five-year PPI changes (Transportation Equipment: Truck and Bus Bodies)
- Funding of vehicles included in annual Capital Improvement Program (CIP)
  - Continued pursuit of competitive funds relating to ZEB infrastructure / bus procurement

# Staff Recommendation

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute the following contracts (in substantially the same format as Attachments A-1 through A-8) with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and
- 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

- Up to 188 40-FT Compressed Natural Gas (CNG) buses - MTS Doc. No. B0746.0-22
- Up to 141 40-FT Battery Electric Buses (BEB) - MTS Doc. No. B0747.0-22
- Up to 70 60-FT CNG buses - MTS Doc. No. B0748.0-22
- Up to 74 60-FT BEB's - MTS Doc. No. B0749.0-22

CALL-IN PUBLIC COMMENT

Corinna Contreras with Climate Action Campaign, provided a live public comment for agenda item #30. Contreras's statement will be reflected in the minutes.

CALL-IN PUBLIC COMMENT

Gretchen Newsom with IBEW 569, provided a live public comment for agenda item #30.  
Newsom's statement will be reflected in the minutes.



## Agenda Item No. 45

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

July 21, 2022

#### SUBJECT:

INTER-CON SECURITY TRANSITION UPDATE (AL STIEHLER)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

On July 29, 2021, the San Diego Metropolitan Transit System Board of Directors authorized the Chief Executive Officer (CEO) to execute a contract with Inter-Con Security for the provision of security services throughout the MTS service area as outlined in the scope of work for a period of three (3) years and an option for two (2) additional years in the amount of \$66,004,286. The contract became effective January 1, 2022. MTS staff will provide an update on the latest progress regarding the transition.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)





# Inter-Con Transition Progress July 21, 2022

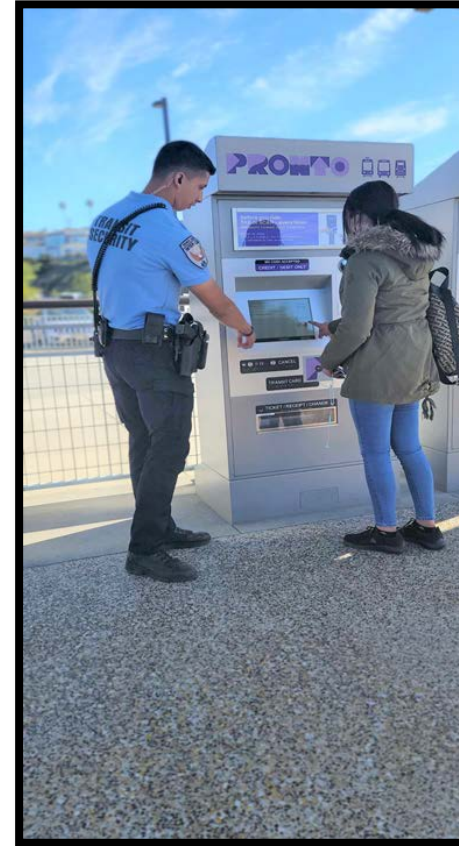
# Code Compliance Inspectors (CCI)

- MTS Employees
  - 62 CCIs
  - 15 Supervisors
- Public Officer for the State
- Vested with the duty to enforce MTS ordinances and misdemeanors
- Ride trolleys and respond to radio calls
- Can issue citations
- CCIs are unarmed



# Contract Security

- Contract employees
  - 117 Armed
  - 60 Unarmed
  - 10 Dispatchers
  - 19 Supervisors
- Provides security at trolley stations and fixed posts
- Mobile units respond to radio calls
- Armed and unarmed officers
- Limited authority
  - A private person may arrest another for a public offense committed or attempted in his presence (infractions/misdemeanors)



# Ambassadors

- 33 SDMTS Employees
- 3 Transdev Employees
- Provide passenger assistance
  - Fixed locations
  - Special events



# 2021: Intercon Awarded Security Contract

- High retention employee rate amongst transitioning personnel at over 90%.
- Strong management team and back office support.
- Recruiting and training process that is thoughtful and well designed, and includes all training included in the RFP.
- Very strong transition plan with an experienced team
- Use of technology to track training and certifications is visible to MTS with direct access to the system.
- Forty-eight (48) years in business working for both federal and state government entities in highly trained, highly visible posts.
- Proven track record for proper use of force; robust training program regarding use of force and de-escalation; no judgments or findings issued against Inter-Con based upon allegations of unlawful or unnecessary use of force.

# Transition Plan

- Three Phases
  - Preparation (Through October 15<sup>th</sup>)
  - Implementation (Through November 12<sup>th</sup>)
  - Execution (January 1, 2022)
- Recruitment and Retention
- Corporate Support and Infrastructure
  - Local office located at the Westgate Hotel
  - Added 4 Recruiters and 3 Coordinators



# Local Office

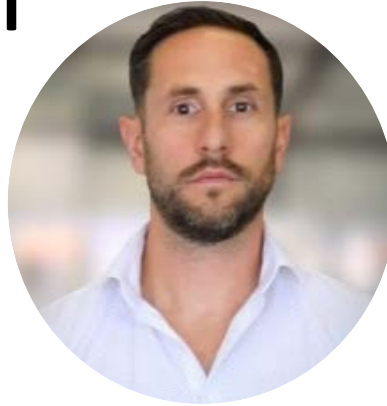


1062 3<sup>rd</sup> Avenue  
San Diego, CA 92101



# Management Team

- Chris Ehlers
  - Vice President of Operations



- Jessica Partida
  - Recruitment Manager



- Jesus Garcia
  - Operations Manager

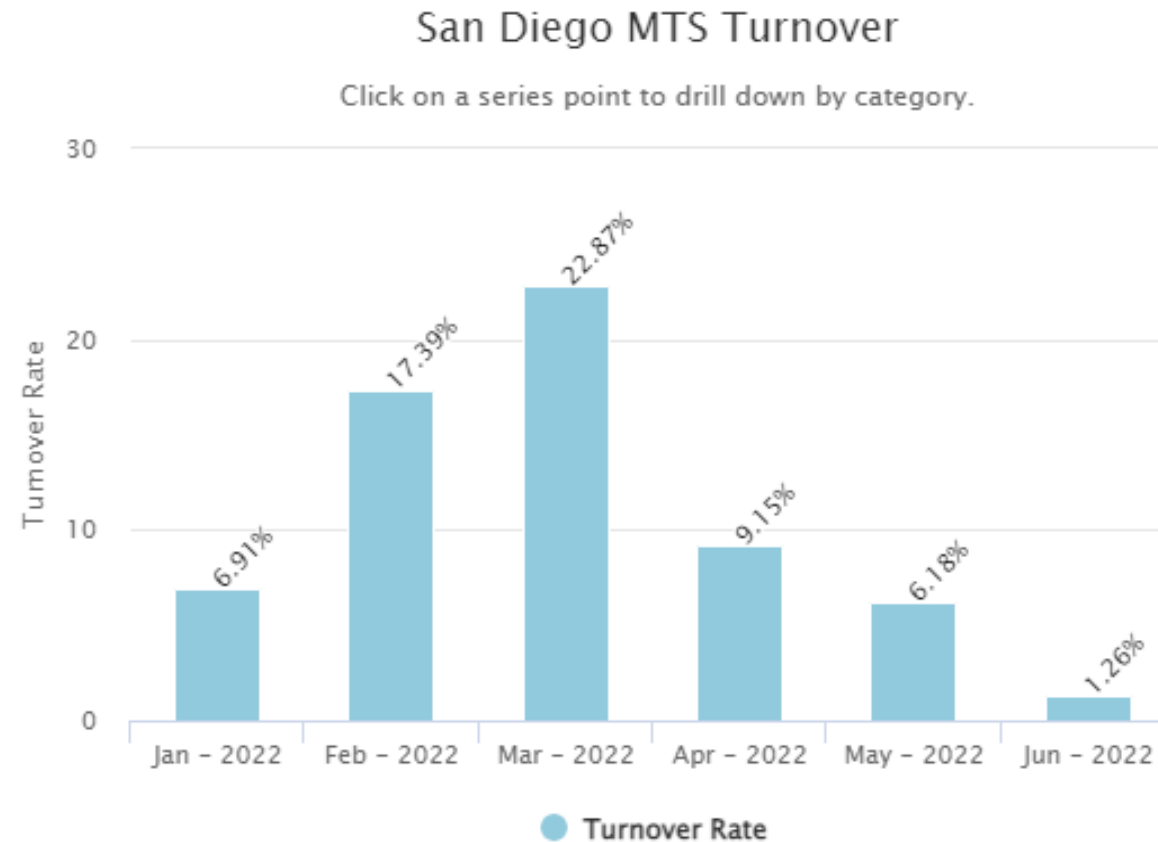
# Training Curriculum

- New Hire Orientation
- Injury and Illness Prevention
- FA/CPR/AED
- Protecting Against Arrest Related and In Custody Death
- Diversity, Equity, and Inclusion Training
- Biased Based Policing
- Mentally Impaired and Homelessness De-Escalation
- Management of Aggressive Behavior (MOAB)
- Roadway Worker Safety Training – Contractors
- Use of Force Policy

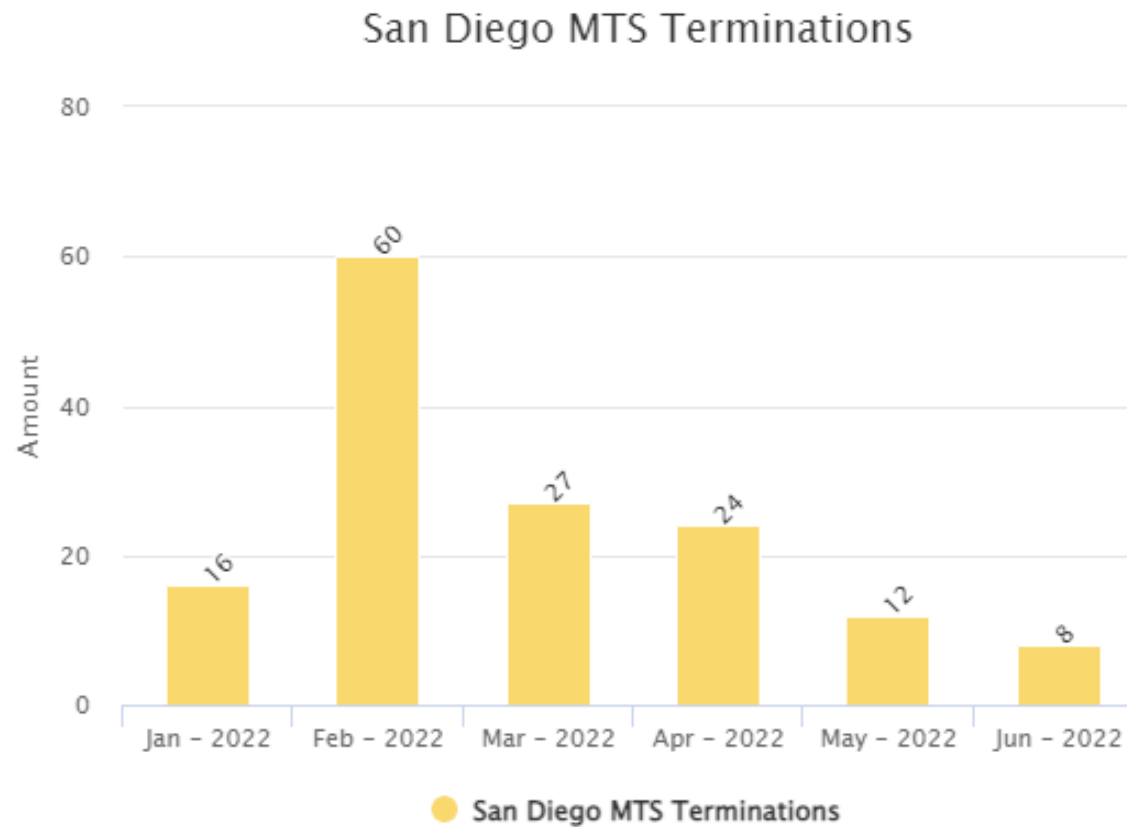
# Training Curriculum (cont.)

- Required Field Training (160)
  - Phase One - Station Patrol
  - Phase Two - Train Patrol
  - Phase Three - Mobile Patrol Orientation
  - Phase Four - Evaluation / Shadow Phase

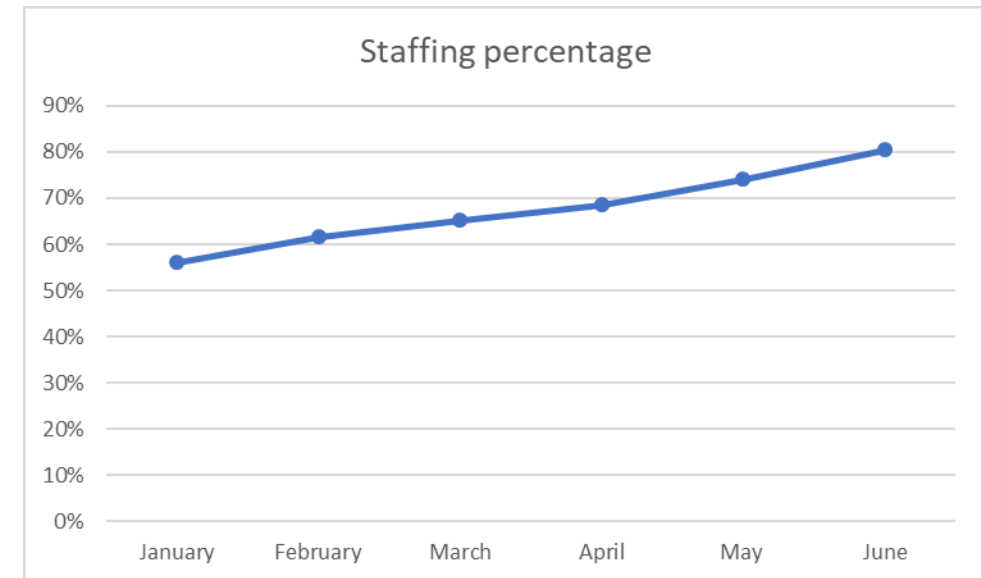
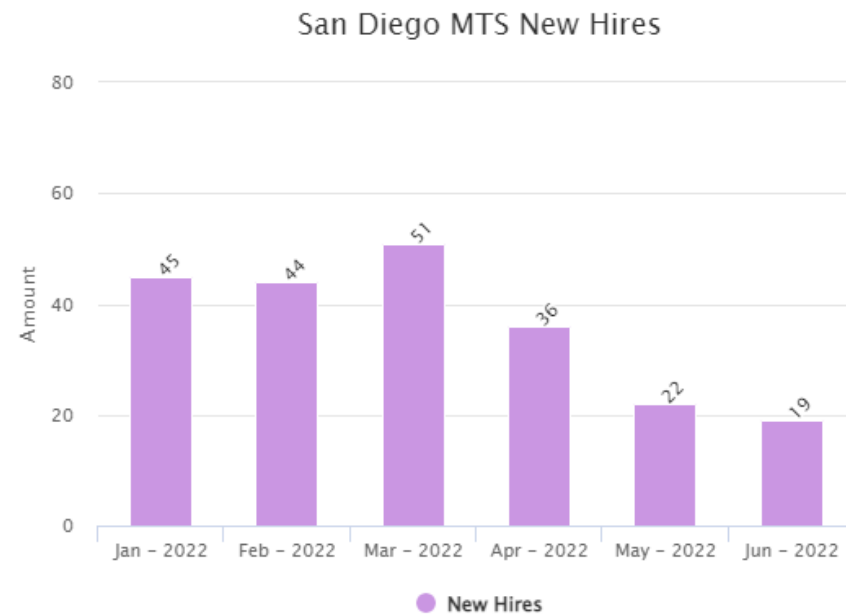
# Personnel Turnover



# Resignations/Terminations



# Hiring Progress



# “Health” Report

Officer Health report April 2022 - May 2022		
Officer Health	Survey Responses per Shift	Percentage by Health
BAD	136	9.5%
GOOD	1061	74.3%
NEUTRAL	231	16.2%
Grand Total	1428	

# Video Retention

- Retention requirement changed from 6 months to 2 years.
  - Resulted in increase cost:

Summary of Costs	
Item	Cost
Cost of New Equipment	\$531,009.03
Credit to SD MTS for Current Equipment	-\$87,947.75
<b>Net Cost for New Program</b>	<b>\$443,061.28</b>
<b>Annual Rate (eff. July 1<sup>st</sup> of each year)</b>	<b><u>\$88,612.26</u></b>

- Cost absorbed in current contract allotment due to staffing shortages.

# Questions?



## Agenda Item No. 46

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

July 21, 2022

#### SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR MAY 2022 (GORDON MEYER)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

This report summarizes the year-to-date operating results for May 2022 compared to the Fiscal Year (FY) 2022 amended budget for the San Diego Metropolitan Transit System (MTS). The FY22 amended budget includes the projected impacts from the COVID-19 pandemic; therefore, variances are between actuals and the FY22 amended budget, inclusive of projected impacts from the pandemic. Attachment A-1 combines the operations', administrations' and other activities' results for May 2022. Attachment A-2 details the May 2022 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides May 2022 results for MTS's other activities (For Hire Vehicle Administration (FHV)/San Diego and Arizona Eastern Railway Company (SD&AE)).

#### MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending May 2022, MTS's net-operating income favorable variance totaled \$3,014,000 (1.3%). Operations produced a \$3,858,000 (1.6%) favorable variance and the administrative/other activities areas were unfavorable by \$844,000 (-16.5%).

#### MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through May 2022 were \$69,685,000 compared to the year-to-date budget of \$71,143,000, representing a \$1,458,000 (-2.0%) unfavorable variance. Year-to-date passenger revenue was favorable to budget by \$187,000 (0.4%) through May. Passenger revenue was \$7,132,000 (16.5%) higher than the prior year, while passenger levels were 17.0 million (48.1%) higher over the same time period. Passenger



levels are significantly more favorable to the prior year than passenger revenue due to having a free ride month in September 2021 as well as the lack of passengers tapping Pronto cards on the trolley to deduct fares. Both factors have resulted in higher ridership but with less revenue to accompany the additional ridership.

Other operating revenue was unfavorable by \$1,646,000 (-7.8%), primarily due to recent decreases in state energy credit prices. Staff reduced the forecasted LCFS price in the FY22 budget amendment, and the price has continued to fall even further since that time.

Operating Expenses. Year-to-date combined expenses through May 2022 were \$306,681,000 compared to the budget of \$311,153,000, resulting in a \$4,472,000 (1.4%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$138,264,000, compared to a budgetary figure of \$138,410,000, producing a favorable variance of \$146,000 (0.1%).

Outside Services and Purchased Transportation. Total outside services May 2022 totaled \$105,951,000, compared to a budget of \$108,329,000, resulting in a favorable variance of \$2,377,000 (2.2%). This is primarily due to favorable purchased transportation costs for both fixed route service as well as paratransit service. Contracted security costs are also coming in favorable to budget because the budget assumed full staffing levels; however, the new contractor is still ramping up hiring to achieve full staffing, resulting in savings for MTS.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$13,320,000, compared to a budgetary figure of \$13,562,000, resulting in a favorable variance of \$242,000 (1.8%). This is primarily due to favorable revenue vehicle parts and supplies within bus operations.

Energy. Total year-to-date energy costs were \$36,303,000, compared to the budget of \$37,958,000, resulting in a favorable variance of \$1,655,000 (4.4%). This is primarily due to favorable electricity costs as the impact of Mid-Coast on electricity volumes has not been as significant as assumed in the amended budget. Savings on the electricity side are being partially offset by unfavorable CNG expenses, as the commodity rate continues to be high as a result of the conflict in Ukraine and the SDG&E transportation rate increased 25.3% in January 2022.

Risk Management. Total year-to-date expenses for risk management were \$6,820,000 compared to the budget of \$6,835,000, resulting in a favorable variance totaling \$15,000 (0.2%).

General and Administrative. The year-to-date general and administrative costs were \$4,721,000 through May 2022, compared to a budget of \$4,648,000, resulting in an unfavorable variance of \$73,000 (-1.6%). This is primarily due to unfavorable advertising expenses within Administration.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$1,302,000 compared to the budget of \$1,411,000, resulting in a favorable variance of \$110,000 (7.8%). This is primarily due to some large one-time credits for non-revenue vehicle leases.

## YEAR-TO-DATE SUMMARY

The May 2022, year-to-date net-operating income totaled a favorable variance of \$3,014,000 (1.3%). These factors include favorable variances in passenger revenue, personnel, outside services, materials and supplies, energy, risk management, and vehicle/facility leases, partially offset by unfavorable variances in other revenue and general and administrative costs.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Comparison to Budget

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS  
CONSOLIDATED

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 50,346	\$ 50,159	\$ 187	0.4%
Other Revenue	19,338	20,984	(1,646)	-7.8%
<b>Total Operating Revenue</b>	<b>\$ 69,685</b>	<b>\$ 71,143</b>	<b>\$ (1,458)</b>	<b>-2.0%</b>
Personnel costs	\$ 138,264	\$ 138,410	\$ 146	0.1%
Outside services	105,951	108,329	2,377	2.2%
Materials and supplies	13,320	13,562	242	1.8%
Energy	36,303	37,958	1,655	4.4%
Risk management	6,820	6,835	15	0.2%
General & administrative	4,721	4,648	(73)	-1.6%
Vehicle/facility leases	1,302	1,411	110	7.8%
Administrative Allocation	(0)	0	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 306,681</b>	<b>\$ 311,153</b>	<b>\$ 4,472</b>	<b>1.4%</b>
<b>Operating Income (Loss)</b>	<b>\$ (236,997)</b>	<b>\$ (240,010)</b>	<b>\$ 3,014</b>	<b>1.3%</b>
<b>Total Non-Operating Activities</b>	<b>9</b>	<b>474</b>	<b>(465)</b>	<b>-98.1%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (236,988)</b>	<b>\$ (239,536)</b>	<b>\$ 2,549</b>	<b>-1.1%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS  
CONSOLIDATED

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 50,405	\$ 50,159	\$ 247	0.5%
Other Revenue	837	802	35	4.4%
<b>Total Operating Revenue</b>	<b>\$ 51,242</b>	<b>\$ 50,961</b>	<b>\$ 282</b>	<b>0.6%</b>
Personnel costs	\$ 115,218	\$ 114,998	\$ (220)	-0.2%
Outside services	90,211	91,868	1,657	1.8%
Materials and supplies	13,070	13,305	236	1.8%
Energy	35,379	37,078	1,700	4.6%
Risk management	6,176	6,231	56	0.9%
General & administrative	821	882	60	6.9%
Vehicle/facility leases	1,087	1,176	88	7.5%
Administrative Allocation	20,305	20,305	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 282,267</b>	<b>\$ 285,844</b>	<b>\$ 3,577</b>	<b>1.3%</b>
<b>Operating Income (Loss)</b>	<b>\$ (231,025)</b>	<b>\$ (234,883)</b>	<b>\$ 3,858</b>	<b>1.6%</b>
<b>Total Non-Operating Activities</b>	<b>(74)</b>	<b>350</b>	<b>(424)</b>	<b>-121.2%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (231,099)</b>	<b>\$ (234,533)</b>	<b>\$ 3,434</b>	<b>-1.5%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2022**  
**MAY 31, 2022**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 16,359	\$ 17,020	\$ (660)	-3.9%
Other Revenue	72	66	5	8.2%
<b>Total Operating Revenue</b>	<b>\$ 16,431</b>	<b>\$ 17,086</b>	<b>\$ (655)</b>	<b>-3.8%</b>
Personnel costs	\$ 73,039	\$ 73,599	\$ 560	0.8%
Outside services	1,446	1,624	178	11.0%
Materials and supplies	6,100	6,401	300	4.7%
Energy	7,371	7,090	(281)	-4.0%
Risk management	3,132	3,143	11	0.3%
General & administrative	369	389	20	5.1%
Vehicle/facility leases	364	351	(13)	-3.7%
Administrative Allocation	3,080	3,080	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 94,900</b>	<b>\$ 95,676</b>	<b>\$ 776</b>	<b>0.8%</b>
<b>Operating Income (Loss)</b>	<b>\$ (78,469)</b>	<b>\$ (78,590)</b>	<b>\$ 121</b>	<b>0.2%</b>
<b>Total Non-Operating Activities</b>	<b>(297)</b>	<b>128</b>	<b>(424)</b>	<b>-331.9%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (78,765)</b>	<b>\$ (78,462)</b>	<b>\$ (303)</b>	<b>0.4%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

## OPERATIONS

## RAIL (SAN DIEGO TROLLEY INC.)

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 15,521	\$ 14,745	\$ 776	5.3%
Other Revenue	765	735	29	4.0%
<b>Total Operating Revenue</b>	<b>\$ 16,286</b>	<b>\$ 15,481</b>	<b>\$ 805</b>	<b>5.2%</b>
Personnel costs	\$ 41,431	\$ 40,666	\$ (765)	-1.9%
Outside services	8,047	7,994	(53)	-0.7%
Materials and supplies	6,540	6,444	(97)	-1.5%
Energy	18,638	20,839	2,201	10.6%
Risk management	3,033	3,074	41	1.3%
General & administrative	443	477	34	7.1%
Vehicle/facility leases	383	462	79	17.1%
Administrative Allocation	15,071	15,071	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 93,586</b>	<b>\$ 95,026</b>	<b>\$ 1,440</b>	<b>1.5%</b>
<b>Operating Income (Loss)</b>	<b>\$ (77,300)</b>	<b>\$ (79,546)</b>	<b>\$ 2,245</b>	<b>2.8%</b>
<b>Total Non-Operating Activities</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (77,300)</b>	<b>\$ (79,546)</b>	<b>\$ 2,245</b>	<b>-2.8%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

## OPERATIONS

## BUS - CONTRACTED SERVICES (FIXED ROUTE)

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 17,762	\$ 17,644	\$ 119	0.7%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 17,762</b>	<b>\$ 17,644</b>	<b>\$ 119</b>	<b>0.7%</b>
Personnel costs	\$ 597	\$ 588	\$ (9)	-1.6%
Outside services	70,263	71,510	1,247	1.7%
Materials and supplies	429	461	32	7.0%
Energy	8,527	8,167	(359)	-4.4%
Risk management	-	-	-	-
General & administrative	4	6	2	30.5%
Vehicle/facility leases	27	49	22	45.3%
Administrative Allocation	1,844	1,844	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 81,691</b>	<b>\$ 82,624</b>	<b>\$ 934</b>	<b>1.1%</b>
<b>Operating Income (Loss)</b>	<b>\$ (63,928)</b>	<b>\$ (64,981)</b>	<b>\$ 1,052</b>	<b>1.6%</b>
<b>Total Non-Operating Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (63,928)</b>	<b>\$ (64,981)</b>	<b>\$ 1,052</b>	<b>-1.6%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

## OPERATIONS

## BUS - CONTRACTED SERVICES (PARATRANSIT)

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 763	\$ 750	\$ 13	1.7%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 763</b>	<b>\$ 750</b>	<b>\$ 13</b>	<b>1.7%</b>
Personnel costs	\$ 152	\$ 145	\$ (7)	-4.5%
Outside services	10,233	10,518	285	2.7%
Materials and supplies	-	-	-	-
Energy	843	982	139	14.1%
Risk management	10	14	4	27.0%
General & administrative	5	10	5	48.4%
Vehicle/facility leases	314	314	0	0.1%
Administrative Allocation	311	311	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 11,868</b>	<b>\$ 12,294</b>	<b>\$ 426</b>	<b>3.5%</b>
<b>Operating Income (Loss)</b>	<b>\$ (11,105)</b>	<b>\$ (11,544)</b>	<b>\$ 439</b>	<b>3.8%</b>
<b>Total Non-Operating Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (11,105)</b>	<b>\$ (11,544)</b>	<b>\$ 439</b>	<b>-3.8%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS  
CORONADO FERRY

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	222	222	(0)	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
<b>Total Operating Expenses</b>	<b>\$ 222</b>	<b>\$ 222</b>	<b>\$ (0)</b>	<b>0.0%</b>
<b>Operating Income (Loss)</b>	<b>\$ (222)</b>	<b>\$ (222)</b>	<b>\$ (0)</b>	<b>0.0%</b>
<b>Total Non-Operating Activities</b>	<b>222</b>	<b>222</b>	<b>(0)</b>	<b>0.0%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>-62.9%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ADMINISTRATION  
CONSOLIDATED

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ (59)	\$ -	\$ (59)	-
Other Revenue	17,748	19,455	(1,706)	-8.8%
<b>Total Operating Revenue</b>	<b>\$ 17,689</b>	<b>\$ 19,455</b>	<b>\$ (1,766)</b>	<b>-9.1%</b>
Personnel costs	\$ 22,650	\$ 22,999	\$ 349	1.5%
Outside services	15,722	16,410	688	4.2%
Materials and supplies	251	257	6	2.3%
Energy	917	872	(45)	-5.2%
Risk management	608	565	(43)	-7.6%
General & administrative	3,849	3,705	(144)	-3.9%
Vehicle/facility leases	198	213	16	7.3%
Administrative Allocation	(20,308)	(20,308)	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 23,887</b>	<b>\$ 24,714</b>	<b>\$ 827</b>	<b>3.3%</b>
<b>Operating Income (Loss)</b>	<b>\$ (6,198)</b>	<b>\$ (5,259)</b>	<b>\$ (939)</b>	<b>-17.9%</b>
<b>Total Non-Operating Activities</b>	<b>83</b>	<b>124</b>	<b>(41)</b>	<b>-33.0%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (6,115)</b>	<b>\$ (5,135)</b>	<b>\$ (980)</b>	<b>19.1%</b>

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OTHER ACTIVITIES  
CONSOLIDATED

## COMPARISON TO BUDGET - FISCAL YEAR 2022

MAY 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	753	727	26	3.6%
<b>Total Operating Revenue</b>	<b>\$ 753</b>	<b>\$ 727</b>	<b>\$ 26</b>	<b>3.6%</b>
Personnel costs	\$ 396	\$ 413	\$ 17	4.2%
Outside services	18	51	32	64.0%
Materials and supplies	(1)	0	1	316.4%
Energy	8	8	1	8.5%
Risk management	36	38	2	5.4%
General & administrative	51	61	10	16.1%
Vehicle/facility leases	17	22	6	24.6%
Administrative Allocation	2	2	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 527</b>	<b>\$ 596</b>	<b>\$ 69</b>	<b>11.5%</b>
<b>Operating Income (Loss)</b>	<b>\$ 226</b>	<b>\$ 131</b>	<b>\$ 95</b>	<b>-72.1%</b>
<b>Total Non-Operating Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ 226</b>	<b>\$ 131</b>	<b>\$ 95</b>	<b>72.1%</b>

# **Metropolitan Transit System FY22 Operating Budget – May 2022 Financial Review**

MTS Board of Directors  
July 21, 2022

# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2022 - FY 2022

## FEDERAL STIMULUS FUNDING

- COVID-19 Budget Impact:
  - FY22 amended budget includes \$54.5M structural deficit (recurring revenues less recurring expenses)
  - Plan for CARES/ARP funds to cover structural deficits until these funds run out
  - FY22 amended budget balanced with \$54.5M of projected stimulus funds to cover structural deficit
- Federal Stimulus Funds Update:
  - FTA CARES Act
    - MTS share is \$220M in total, \$90.1M spent to date
    - Stopped drawing CARES at end of FY21, except for small periodic draws to keep grant active
  - FTA ARP Act
    - MTS share is \$140M in total, \$47.7M spent to date
    - Started drawing ARP funds in July of FY22 to spend first due to funding deadlines

# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2022 - FY 2022

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 50,346	\$ 50,159	\$ 187	0.4%
Other Operating Revenue	\$ 19,338	\$ 20,984	\$ (1,646)	-7.8%
<b>Operating Revenue</b>	<b>\$ 69,685</b>	<b>\$ 71,143</b>	<b>\$ (1,458)</b>	<b>-2.0%</b>

- Fare Revenue
  - Revenue favorable to prior year by \$7.1M (16.5%)
  - Ridership favorable to the prior year by 17.0M passengers (48.1%)
  - Passenger revenue at 72.3% of pre-COVID baseline in May
- Other Operating Revenue
  - Unfavorable state energy credit revenue due to decreasing LCFS credit price

# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2022 - FY 2022

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 138,264	\$138,410	\$ 146	0.1%
Purchased Transportation	\$ 76,168	\$ 78,165	\$ 1,997	2.6%
Other Outside Services	\$ 29,783	\$ 30,164	\$ 381	1.3%
Energy	\$ 36,303	\$ 37,958	\$ 1,655	4.4%
Other Expenses	\$ 26,163	\$ 26,456	\$ 293	1.1%
<b>Operating Expenses</b>	<b>\$ 306,681</b>	<b>\$311,153</b>	<b>\$ 4,472</b>	<b>1.4%</b>

- Purchased Transportation – favorable for both fixed route and paratransit
- Energy – favorable traction power electricity

# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2022 - FY 2022

TOTAL OPERATING ACTIVITIES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
MTS Operating Revenue	\$ 69,685	\$ 71,143	\$ (1,458)	-2.0%
MTS Operating Expenses	\$ 306,681	\$ 311,153	\$ 4,472	1.4%
<b>Total Net Operating Variance</b>	<b>\$ (236,997)</b>	<b>\$ (240,010)</b>	<b>\$ 3,014</b>	<b>1.3%</b>

- Net income favorable \$3.0M through May
  - Favorable expense variances expected to continue
  - Favorable revenue variances expected in passenger revenue and subsidy revenue
- FY22 amended budget includes \$54.5M in stimulus funds to cover structural deficit
  - Favorable budget results will mean more stimulus funds available for future years



**Metropolitan  
Transit  
System**

## **Agenda Item No. 61**

**Chief Executive Officer's Report**

July 21, 2022

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period June 8, 2022 – July 13, 2022

CEO Travel Report (since last Board meeting)

N/A

Board Member Travel Report (since last Board meeting)

N/A



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
PWL315.3-20	HERZOG	BEECH ST CCO3-6	\$37,021.69	6/8/2022
G1947.0-17WOAAE16.06	HDR ENG	AMD 6 NO COST TIME EXT	\$0.00	6/9/2022
PWG275.0-19JOC275-29	ABDGC	YARD C PAVING	\$53,562.86	6/9/2022
G2494.2-21	GIRO	ADD NON-DRIVER LICENSES	\$48,538.00	6/13/2022
G1947.0-17WOAAE45.02	HDR ENG	DSDC	\$35,823.17	6/14/2022
G2460.1-22	GORDON REES	AMD 1 LEGAL SVCS AGREEMENT	\$0.00	6/20/2022
G1946.0-17AE64.01	GLOBAL SIGNAL GROUP	ADD SERVICES	\$11,961.40	6/21/2022
PWL355.0-22	PSOMAS	ON CALL A&E	\$0.00	6/22/2022
PWL353.0-22	DOKKEN	ON CALL A&E	\$0.00	6/22/2022
PWG324.0-21JOC324-16	ABCGC	IAD AREA 52 GATE	\$12,440.43	6/22/2022
PWG318.1-20	BRAULT	ADD SERVICES AND EQUIP	\$33,787.90	6/23/2022
G1951.0-17WOAAE58.05	MM	ADDITIONAL PERMIT SVCS	\$35,033.42	6/23/2022
G2497.0-21WOA-CM02	JACOBS	LAS CHOLLAS CM	\$66,560.27	6/23/2022
PWL285.8-19CC014	TRANSDEV	MIDTOWN 911CCO14	\$18,681.00	6/24/2022
PWL356.0-22	PACIFIC RAILWAY ENT	ON CALL A&E	\$0.00	6/28/2022
G2645.0-22	MILLIMAN	INVESTMENT CONSULTING	\$37,500.00	6/29/2022
G1949.0-17WOA AE76	JACOBS	GRANTVILLE IMPROVEMENTS	\$87,261.40	6/30/2022
PWG275.0-19JOC275-30	ABCGC	E ST BOLLARD REPLACEMENT	\$19,729.38	7/1/2022
PWL262.5-19	MCTC	CCO 5 ZERO COST TIME EXT	\$0.00	7/11/2022
L1507.3-19	SIEMENS MOBILITY	VMI YR3	\$0.00	7/11/2022
L1607.1-22	WABTEC	AMD 1 FEDERAL REQ	\$0.00	7/11/2022
PWL358.0-22	CL SURVEYING & MAPPING	ON CALL A&E	\$0.00	7/12/2022

REVENUE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
L5833.1-21	WH PACIFIC	SDGE POLE SURVEY ROE	\$2,024.58	6/9/2022
M6757.2-21	FLATIRON	MORENA PUMP STATION ROE PH II	\$5,215.47	6/13/2022
S200-22-778	CASTER PROPERTIES	SELF STORAGE 825 HOLLISTER ROE	\$1,650.18	6/13/2022
L6812.0-22	HAZARD CON	JROE SASSAFRAS WIDEENING	\$4,511.16	6/15/2022
L1530.3-20	DMS WINDOW CLEANING	ROE ELECTRA WINDOW CLEANING	\$750.00	6/17/2022
L4639.1-22	THE FISHEL COMPANY	HARBOR DR CONDUIT BORE	\$750.00	6/17/2022
G2625.0-22	GROSSMONT UNION USD	PRONTO AGREEMENT	\$0.00	6/17/2022
S200-22-780	PSRMA	LOCOMOTIVE DEL ROE	\$0.00	6/17/2022
S200-20-729.3	HALY HAYS CON	ROE ELM AVE	\$0.00	6/20/2022
M6774.0-22	ERICSON	AATT SDSU SITE SURVEY ROE	\$0.00	6/20/2022
G2633.0-22	NBC UNIVERSAL	ROE GASLAMP STATION CC22	\$0.00	6/20/2022
G2620.0-22	SDAAMFA	AGREEMENT FOR PARTNERSHIP	\$0.00	6/21/2022
S200-22-783	RDS	MARSHALL AVE SELF STORAGE ROE 22021	\$2,372.58	6/22/2022
L5844.0-22	ROE SWINERTON	KETTNER FENCE GATE	\$2,061.87	6/30/2022
L0901.0-10.120.1	TRANSDEV	SY & OTAY	\$2,500.00	7/1/2022
L4640.0-22	HDR	POTHOLING & FIELD INVESTIGATIONS ROE	\$1,340.58	7/1/2022
L4641.0-22	SDGE	ROE WAY POLE REPLACEMENT	\$750.00	7/1/2022
G2642.0-22	JMIR	CHILLED WATER BALLPARK VILLAGE ROE	\$1,227.00	7/5/2022
G2628.0-22	UCSD	CO MARKETING PARTNERSHIP	\$0.00	7/5/2022
S200-22-775	ALBUS	ROE PALM AVE BORING	\$1,424.58	7/13/2022

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400001903	6/8/22	Office Depot		G200-OFFICE SUPPLIES	\$311.38	-	-
4400001904	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$110.14	-	-
4400001905	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$473.75	-	-
4400001906	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$580.78	-	-
4400001907	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$259.84	-	-
4400001908	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$63.83	-	-
4400001909	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$325.72	-	-
4400001910	6/9/22	Office Depot		G200-OFFICE SUPPLIES	\$336.65	-	-
4400001911	6/13/22	Office Depot		G200-OFFICE SUPPLIES	\$49.91	-	-
4400001912	6/14/22	Office Depot		G200-OFFICE SUPPLIES	\$265.88	-	-
4400001913	6/15/22	W.W. Grainger Inc		G130-SHOP TOOLS	\$685.46	-	-
4400001914	6/15/22	Mcmaster-Carr Supply Co		M120-OVRHEAD CATENARY SYS	\$1,215.35	-	-
4400001915	6/20/22	W.W. Grainger Inc		G150-FASTENERS	\$71.61	-	-
4400001916	6/21/22	Office Depot		G200-OFFICE SUPPLIES	\$203.48	-	-
4400001917	6/21/22	Office Depot		G200-OFFICE SUPPLIES	\$1,759.86	-	-
4400001918	6/21/22	Office Depot		G200-OFFICE SUPPLIES	\$262.27	-	-
4400001919	6/23/22	W.W. Grainger Inc		G200-OFFICE SUPPLIES	\$1,111.28	-	-
4400001920	6/27/22	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$1,068.13	-	-
4400001921	6/27/22	W.W. Grainger Inc		G130-SHOP TOOLS	\$3,079.20	-	-
4400001922	6/27/22	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$3,232.59	-	-
4400001923	6/27/22	Office Depot		G200-OFFICE SUPPLIES	\$57.51	-	-
4400001924	6/29/22	W.W. Grainger Inc		M120-OVRHEAD CATENARY SYS	\$850.86	-	-
4400001925	6/30/22	Office Depot		G200-OFFICE SUPPLIES	\$181.01	-	-
4400001926	6/30/22	Office Depot		G200-OFFICE SUPPLIES	\$259.48	-	-
4400001927	6/30/22	Office Depot		G200-OFFICE SUPPLIES	\$239.74	-	-
4400001928	6/30/22	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$3,369.46	-	-
4400001929	7/1/22	Office Depot		G200-OFFICE SUPPLIES	\$185.52	-	-
4400001930	7/6/22	W.W. Grainger Inc		G150-FASTENERS	\$471.75	-	-
4400001931	7/6/22	Kaman Industrial Technologies		G130-SHOP TOOLS	\$42.72	-	-
4400001932	7/6/22	Office Depot		G200-OFFICE SUPPLIES	\$801.51	-	-
4400001933	7/6/22	Office Depot		G200-OFFICE SUPPLIES	\$568.88	-	-
4400001934	7/6/22	Office Depot		G200-OFFICE SUPPLIES	\$487.39	-	-
4400001935	7/7/22	Office Depot		G200-OFFICE SUPPLIES	\$816.84	-	-
4400001936	7/7/22	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$153.08	-	-
4400001937	7/8/22	W.W. Grainger Inc		M110-SUB STATION	\$331.82	-	-
4400001938	7/8/22	Mcmaster-Carr Supply Co		M110-SUB STATION	\$24.77	-	-
4400001939	7/12/22	W.W. Grainger Inc		M110-SUB STATION	\$394.69	-	-
4400001940	7/12/22	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$3,523.38	-	-
4500047408	6/8/22	Jeyco Products Inc		G140-SHOP SUPPLIES	\$122.27	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047409	6/8/22	Cembre Inc		M120-OVRHEAD CATENARY SYS	\$1,406.14	-	-
4500047410	6/8/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$2,269.41	-	-
4500047411	6/8/22	SPX Corporation		B250-BUS REPAIR PARTS	\$76.32	-	-
4500047412	6/8/22	Transit Holdings Inc		G140-SHOP SUPPLIES	\$1,222.56	-	-
4500047413	6/8/22	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$83.79	-	-
4500047414	6/8/22	Culligan of San Diego		M140-WAYSIDE SIGNALS	\$30.00	-	-
4500047415	6/8/22	Hitachi Rail STS USA, Inc.		M150-PWR SWITCHES/LOCKS	\$4,101.23	-	-
4500047416	6/8/22	Dellner Inc		R130-RAIL/LRV COUPLER	\$258.60	-	-
4500047417	6/8/22	Flyers Energy LLC		G170-LUBRICANTS	\$6,406.77	-	-
4500047418	6/8/22	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	\$1,763.75	-	-
4500047419	6/8/22	Kenneth Place		F190-LANDSCAPING MAT'LS	\$301.80	-	-
4500047420	6/8/22	Graybar Electric Co Inc		M120-OVRHEAD CATENARY SYS	\$1,551.41	-	-
4500047421	6/8/22	Home Depot USA Inc		F180-BUILDING MATERIALS	\$976.07	-	-
4500047422	6/8/22	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$2,076.47	-	-
4500047423	6/8/22	Eran Hason		P210-NON-REV VEH REPAIRS	\$250.00	-	-
4500047424	6/8/22	HD Supply Construction Supply, LTD		M180-STATION ELECTRICAL	\$897.34	-	-
4500047425	6/8/22	Midwest Bus Corporation	Small Business	B250-BUS REPAIR PARTS	\$192.88	-	-
4500047426	6/8/22	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$157.12	-	-
4500047427	6/8/22	Myers & Sons Hi-Way Safety Inc		M140-WAYSIDE SIGNALS	\$340.92	-	-
4500047428	6/8/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$32.87	-	-
4500047429	6/8/22	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$18,568.78	-	-
4500047430	6/8/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$6,192.00	-	-
4500047431	6/8/22	Westair Gases & Equipment Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$277.17	-	-
4500047432	6/8/22	SPX Corporation		G290-FARE REVENUE EQUIP	\$79.09	-	-
4500047433	6/8/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$485.92	-	-
4500047434	6/8/22	W.W. Grainger Inc		R180-RAIL/LRV LIGHTING	\$6,025.92	-	-
4500047435	6/8/22	Jeyco Products Inc		G130-SHOP TOOLS	\$8.00	-	-
4500047436	6/8/22	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$859.31	-	-
4500047437	6/8/22	Transit Products and Services		B130-BUS BODY	\$25,860.00	-	-
4500047438	6/8/22	W.W. Grainger Inc		G120-SECURITY	\$1,772.93	-	-
4500047439	6/8/22	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$928.12	-	-
4500047440	6/8/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,790.21	-	-
4500047441	6/8/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$370.13	-	-
4500047442	6/8/22	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$152.06	-	-
4500047443	6/8/22	Vern Rose Inc		G140-SHOP SUPPLIES	\$72.14	-	-
4500047444	6/8/22	Neopart Transit LLC		B250-BUS REPAIR PARTS	\$115.83	-	-
4500047445	6/8/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$4.12	-	-
4500047446	6/8/22	Cembre Inc		M170-IMPEDANCE BOND	\$1,549.02	-	-
4500047447	6/8/22	ADT LLC		P110-BLDG MAINTENANCE	\$575.88	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047448	6/9/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$235.56	-	-
4500047449	6/9/22	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$8,400.00	-	-
4500047450	6/9/22	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$241.90	-	-
4500047451	6/9/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$3,368.17	-	-
4500047452	6/9/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$329.12	-	-
4500047453	6/9/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$2.48	-	-
4500047454	6/9/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$789.05	-	-
4500047455	6/9/22	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$3,382.79	-	-
4500047456	6/9/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,226.35	-	-
4500047457	6/9/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$7,866.61	-	-
4500047459	6/9/22	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$1,482.64	-	-
4500047460	6/9/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$150.98	-	-
4500047461	6/9/22	TK Services Inc		B110-BUS HVAC SYSTEMS	\$47.92	-	-
4500047462	6/9/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$56.12	-	-
4500047463	6/9/22	Gillig LLC		B250-BUS REPAIR PARTS	\$438.87	-	-
4500047464	6/9/22	Brown & Bigelow Inc		G250-NOVELTIES & AWARDS	\$385.75	-	-
4500047465	6/9/22	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$61.66	-	-
4500047466	6/9/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$178.95	-	-
4500047467	6/9/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$469.53	-	-
4500047468	6/9/22	Battery Power Inc.		B160-BUS ELECTRICAL	\$8,919.82	-	-
4500047469	6/9/22	Gillig LLC		B110-BUS HVAC SYSTEMS	\$2,531.63	-	-
4500047470	6/9/22	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$933.39	-	-
4500047471	6/9/22	Muncie Transit Supply		B130-BUS BODY	\$183.82	-	-
4500047472	6/9/22	Kaman Industrial Technologies		G170-LUBRICANTS	\$3,097.18	-	-
4500047473	6/9/22	SPX Corporation		G290-FARE REVENUE EQUIP	\$716.89	-	-
4500047474	6/9/22	Aztec Fire & Safety		G140-SHOP SUPPLIES	\$1,696.11	-	-
4500047475	6/10/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$2,046.20	-	-
4500047476	6/10/22	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	\$60.30	-	-
4500047477	6/10/22	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$252.91	-	-
4500047478	6/10/22	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$3.59	-	-
4500047479	6/10/22	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$459.25	-	-
4500047480	6/10/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$229.51	-	-
4500047481	6/10/22	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$43.05	-	-
4500047482	6/10/22	Muncie Transit Supply		B140-BUS CHASSIS	\$668.34	-	-
4500047483	6/10/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,701.67	-	-
4500047484	6/10/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$670.98	-	-
4500047485	6/10/22	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$41.70	-	-
4500047486	6/10/22	Chromate Industrial Corporation		G150-FASTENERS	\$19.40	-	-
4500047487	6/10/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$118.53	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047488	6/10/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,201.48	-	-
4500047489	6/10/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$961.18	-	-
4500047490	6/10/22	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	\$474.60	-	-
4500047491	6/10/22	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$1,258.52	-	-
4500047492	6/10/22	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$3,880.10	-	-
4500047493	6/10/22	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$2,360.79	-	-
4500047494	6/10/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,273.23	-	-
4500047495	6/10/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$90.38	-	-
4500047496	6/10/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$560.04	-	-
4500047497	6/10/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$53.02	-	-
4500047498	6/10/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$272.72	-	-
4500047499	6/10/22	Kiel NA LLC		B250-BUS REPAIR PARTS	\$593.61	-	-
4500047500	6/11/22	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$47.28	-	-
4500047501	6/13/22	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$1,174.48	-	-
4500047502	6/13/22	SRECTrade, Inc.		G270-ELECTRICAL/LIGHTING	\$205,006.00	-	-
4500047503	6/13/22	Gillig LLC		B250-BUS REPAIR PARTS	\$130.73	-	-
4500047504	6/13/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$99.13	-	-
4500047505	6/13/22	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$539.09	-	-
4500047506	6/13/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$4,983.42	-	-
4500047507	6/13/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$106.20	-	-
4500047508	6/13/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$9,984.15	-	-
4500047509	6/13/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,364.15	-	-
4500047510	6/13/22	Norman Industrial Materials		G140-SHOP SUPPLIES	\$1,283.44	-	-
4500047511	6/13/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$97.45	-	-
4500047512	6/13/22	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$883.55	-	-
4500047513	6/13/22	Jeyco Products Inc		G130-SHOP TOOLS	\$295.69	-	-
4500047514	6/13/22	Staples Contract & Commercial Inc		B150-BUS COMM EQUIP.	\$551.59	-	-
4500047515	6/13/22	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	\$621.28	-	-
4500047516	6/13/22	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$605.97	-	-
4500047517	6/13/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$64.68	-	-
4500047518	6/13/22	Transit Holdings Inc		B130-BUS BODY	\$7,571.45	-	-
4500047519	6/13/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,927.11	-	-
4500047520	6/13/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$457.94	-	-
4500047521	6/13/22	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$18,187.80	-	-
4500047522	6/13/22	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$198,314.20	-	-
4500047523	6/13/22	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$358.00	-	-
4500047524	6/13/22	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$1,248.08	-	-
4500047525	6/13/22	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$14.44	-	-
4500047526	6/13/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$12.77	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047527	6/13/22	Chromate Industrial Corporation		G140-SHOP SUPPLIES	\$86.20	-	-
4500047528	6/13/22	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$1,613.02	-	-
4500047529	6/13/22	Daniel A. Hopkins		P110-BLDG MAINTENANCE	\$3,600.00	-	-
4500047530	6/13/22	Fastenal Company		R160-RAIL/LRV ELECTRICAL	\$398.68	-	-
4500047531	6/13/22	Transit Holdings Inc		B130-BUS BODY	\$8,929.01	-	-
4500047532	6/13/22	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$45,143.21	-	-
4500047533	6/13/22	Gillig LLC		B130-BUS BODY	\$737.97	-	-
4500047534	6/13/22	W.W. Grainger Inc		G130-SHOP TOOLS	\$97.45	-	-
4500047535	6/13/22	Gillig LLC		B250-BUS REPAIR PARTS	\$162.27	-	-
4500047536	6/14/22	Transit Holdings Inc		B130-BUS BODY	\$3,931.44	-	-
4500047537	6/14/22	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$693.86	-	-
4500047538	6/14/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,845.60	-	-
4500047539	6/14/22	Transit Holdings Inc		B140-BUS CHASSIS	\$929.78	-	-
4500047540	6/14/22	Transit Products and Services		B130-BUS BODY	\$7,111.50	-	-
4500047541	6/14/22	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$455.79	-	-
4500047542	6/14/22	CASEI		F180-BUILDING MATERIALS	\$2,251.98	-	-
4500047543	6/14/22	TAKKT America Holding Inc		G210-OFFICE FURNITURE	\$1,725.65	-	-
4500047544	6/14/22	Cal Pacific Truck Center LLC		P210-NON-REV VEH REPAIRS	\$2,644.82	-	-
4500047545	6/14/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$56.23	-	-
4500047546	6/14/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$126.88	-	-
4500047547	6/14/22	Dunn-Edwards Corporation		F110-SHOP/BLDG MACHINERY	\$95.64	-	-
4500047548	6/14/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$2,671.77	-	-
4500047549	6/14/22	Gillig LLC		B140-BUS CHASSIS	\$573.66	-	-
4500047550	6/14/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,236.12	-	-
4500047551	6/14/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$18,040.74	-	-
4500047552	6/14/22	B & S Graphics Inc		B130-BUS BODY	\$31.25	-	-
4500047553	6/14/22	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$43.82	-	-
4500047554	6/14/22	W.W. Grainger Inc		M110-SUB STATION	\$2,434.73	-	-
4500047555	6/14/22	SC Commercial, LLC		G170-LUBRICANTS	\$2,735.56	-	-
4500047556	6/14/22	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$304.30	-	-
4500047557	6/14/22	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$992.73	-	-
4500047558	6/14/22	Bear Communications, Inc.		R150-RAIL/LRV COMM EQUIP	\$2,148.45	-	-
4500047559	6/14/22	Fastenal Company		G140-SHOP SUPPLIES	\$317.05	-	-
4500047560	6/14/22	W.W. Grainger Inc		M120-OVRHEAD CATENARY SYS	\$762.95	-	-
4500047561	6/14/22	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$526.50	-	-
4500047562	6/14/22	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$10,519.23	-	-
4500047563	6/14/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$435.32	-	-
4500047564	6/14/22	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$3,598.87	-	-
4500047565	6/14/22	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$3,400.93	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047566	6/14/22	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$341.02	-	-
4500047567	6/14/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$236.88	-	-
4500047568	6/14/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$169.84	-	-
4500047569	6/14/22	Muncie Transit Supply		B130-BUS BODY	\$45.26	-	-
4500047570	6/14/22	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$859.31	-	-
4500047571	6/14/22	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$133.37	-	-
4500047572	6/15/22	PrideStaff Inc	DBE	P450-PERSONNEL SVCS	\$15,571.20	-	-
4500047573	6/15/22	Ace Uniforms & Accessories	Small Business	G120-SECURITY	\$491.08	-	-
4500047574	6/15/22	Ace Uniforms & Accessories	Small Business	G120-SECURITY	\$98.27	-	-
4500047575	6/15/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,403.91	-	-
4500047576	6/15/22	Transit Holdings Inc		B140-BUS CHASSIS	\$1,085.76	-	-
4500047577	6/15/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$35.34	-	-
4500047578	6/15/22	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	\$10,077.18	-	-
4500047579	6/15/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,103.28	-	-
4500047580	6/15/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$784.12	-	-
4500047581	6/15/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$126.90	-	-
4500047582	6/15/22	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$530.33	-	-
4500047584	6/15/22	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$360.74	-	-
4500047585	6/15/22	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$355.52	-	-
4500047586	6/15/22	Thompson Building Materials		R230-RAIL/LRV MECHANICAL	\$3,383.97	-	-
4500047587	6/15/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$4,487.79	-	-
4500047588	6/15/22	Studio C Creative Sound Recorders		I120-INFO TECH, SVCS	\$85.00	-	-
4500047590	6/15/22	Gillig LLC		B250-BUS REPAIR PARTS	\$1,739.66	-	-
4500047591	6/15/22	Transit Holdings Inc		B140-BUS CHASSIS	\$2,756.83	-	-
4500047592	6/15/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$647.80	-	-
4500047593	6/15/22	U.S. Train Products LLC		R120-RAIL/LRV CAR BODY	\$3,430.76	-	-
4500047594	6/15/22	Fastenal Company		G140-SHOP SUPPLIES	\$2,051.73	-	-
4500047595	6/15/22	B Hepworth & Company Limited		R160-RAIL/LRV ELECTRICAL	\$66.18	-	-
4500047596	6/15/22	Custom Glass Solutions		R120-RAIL/LRV CAR BODY	\$16,210.31	-	-
4500047597	6/16/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$229.51	-	-
4500047598	6/16/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$2.48	-	-
4500047599	6/16/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,729.51	-	-
4500047600	6/16/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$893.69	-	-
4500047601	6/16/22	Powerstride Battery Co. Inc.		G130-SHOP TOOLS	\$1,502.54	-	-
4500047602	6/16/22	Kaman Industrial Technologies		G130-SHOP TOOLS	\$36.01	-	-
4500047603	6/16/22	The Carpenter Group Inc		M120-OVRHEAD CATENARY SYS	\$2,262.75	-	-
4500047604	6/16/22	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$461.19	-	-
4500047605	6/16/22	Knox Kershaw, Inc.		G140-SHOP SUPPLIES	\$556.62	-	-
4500047606	6/16/22	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$176.24	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047607	6/16/22	Gillig LLC		B250-BUS REPAIR PARTS	\$3,044.04	-	-
4500047608	6/16/22	Kiel NA LLC		B130-BUS BODY	\$101.16	-	-
4500047609	6/16/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$0.77	-	-
4500047610	6/16/22	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	\$233.51	-	-
4500047611	6/16/22	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$175.54	-	-
4500047612	6/16/22	Transit Holdings Inc		B130-BUS BODY	\$2,941.14	-	-
4500047613	6/16/22	Gillig LLC		B130-BUS BODY	\$602.43	-	-
4500047614	6/16/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$36.72	-	-
4500047615	6/16/22	Muncie Transit Supply		B140-BUS CHASSIS	\$375.94	-	-
4500047616	6/16/22	W.W. Grainger Inc		M110-SUB STATION	\$1,089.83	-	-
4500047617	6/16/22	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$52.38	-	-
4500047618	6/16/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$1,591.54	-	-
4500047619	6/16/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$2,170.62	-	-
4500047620	6/16/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$362.04	-	-
4500047621	6/16/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$139.18	-	-
4500047622	6/16/22	Golden State Supply LLC		F180-BUILDING MATERIALS	\$75.37	-	-
4500047623	6/16/22	Battery Systems Inc		B160-BUS ELECTRICAL	\$1,981.05	-	-
4500047624	6/16/22	Western Pump Inc	Small Business	P140-MAINTENANCE, HVAC	\$35,139.00	-	-
4500047625	6/17/22	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$3.88	-	-
4500047626	6/17/22	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$100.32	-	-
4500047627	6/17/22	Transit Holdings Inc		B140-BUS CHASSIS	\$2,927.53	-	-
4500047628	6/17/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$12.93	-	-
4500047629	6/17/22	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$873.63	-	-
4500047630	6/17/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$446.09	-	-
4500047631	6/17/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,987.08	-	-
4500047632	6/17/22	RELX Inc.		P340-LEGAL	\$2,500.00	-	-
4500047633	6/17/22	JKL Cleaning Systems	Small Business	G160-PAINTS & CHEMICALS	\$681.97	-	-
4500047634	6/17/22	Eran Hason		A140-AUTO/TRUCK REPAIR	\$188.57	-	-
4500047635	6/17/22	SMC Electrical Products Inc		M110-SUB STATION	\$3,097.85	-	-
4500047636	6/17/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$31.40	-	-
4500047637	6/17/22	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$345.52	-	-
4500047638	6/17/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$34.12	-	-
4500047639	6/17/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$58.51	-	-
4500047640	6/17/22	SPX Corporation		B250-BUS REPAIR PARTS	\$196.98	-	-
4500047641	6/17/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$4,806.49	-	-
4500047642	6/17/22	Gillig LLC		B250-BUS REPAIR PARTS	\$164.53	-	-
4500047643	6/17/22	Transit Holdings Inc		B130-BUS BODY	\$285.26	-	-
4500047644	6/17/22	Vern Rose Inc		G140-SHOP SUPPLIES	\$288.51	-	-
4500047645	6/17/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$626.04	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047646	6/17/22	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$271.80	-	-
4500047647	6/17/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$4,027.70	-	-
4500047648	6/17/22	ABC General Contractor Inc		C110-GENERAL CONTRACTORS	\$79,619.86	-	-
4500047649	6/17/22	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$1,552.59	-	-
4500047650	6/20/22	OHCC of Minnesota., P.C		P460-MEDICAL SERVICES	\$105.00	-	-
4500047651	6/20/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$41.28	-	-
4500047652	6/20/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$3,233.00	-	-
4500047653	6/20/22	Lemon Grove Car Wash, Inc		P220-REV VEHICLE CLEANING	\$2,800.00	-	-
4500047654	6/20/22	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$739.14	-	-
4500047655	6/20/22	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	\$363.98	-	-
4500047656	6/20/22	Gillig LLC		B130-BUS BODY	\$807.00	-	-
4500047657	6/20/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$87.41	-	-
4500047658	6/20/22	Neopart Transit LLC		B250-BUS REPAIR PARTS	\$23.17	-	-
4500047659	6/20/22	Vern Rose Inc		G140-SHOP SUPPLIES	\$217.87	-	-
4500047660	6/20/22	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$29.86	-	-
4500047661	6/20/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,865.46	-	-
4500047662	6/20/22	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$16,913.70	-	-
4500047663	6/20/22	Applied Industrial Technologies-CA		G140-SHOP SUPPLIES	\$126.39	-	-
4500047664	6/20/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$930.96	-	-
4500047665	6/20/22	Muncie Transit Supply		B140-BUS CHASSIS	\$390.32	-	-
4500047666	6/20/22	Schunk Carbon Technology LLC		G170-LUBRICANTS	\$594.67	-	-
4500047667	6/20/22	Jeyco Products Inc		G150-FASTENERS	\$116.22	-	-
4500047668	6/20/22	Alstom Signaling Inc		M140-WAYSIDE SIGNALS	\$14,760.67	-	-
4500047669	6/20/22	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$34,748.38	-	-
4500047670	6/20/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$524.90	-	-
4500047671	6/20/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$479.41	-	-
4500047672	6/20/22	U.S. Train Products LLC		R120-RAIL/LRV CAR BODY	\$3,430.76	-	-
4500047673	6/20/22	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$6,064.17	-	-
4500047674	6/20/22	Siemens Mobility, Inc.		M110-SUB STATION	\$22,094.14	-	-
4500047675	6/20/22	Mouser Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$2,315.11	-	-
4500047676	6/20/22	Golden State Supply LLC		F180-BUILDING MATERIALS	\$32.30	-	-
4500047677	6/20/22	Advertising Concepts Inc		G230-PRINTED MATERIALS	\$10,825.35	-	-
4500047678	6/20/22	Genuine Parts Co		R180-RAIL/LRV LIGHTING	\$3,163.20	-	-
4500047679	6/20/22	Airgas Inc		G140-SHOP SUPPLIES	\$166.67	-	-
4500047680	6/20/22	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$273.49	-	-
4500047681	6/20/22	J. J. Keller & Associates Inc		P500-OPERATOR TRAINING	\$112.99	-	-
4500047682	6/20/22	HI-TEC Enterprises		R160-RAIL/LRV ELECTRICAL	\$334.03	-	-
4500047683	6/20/22	J. J. Keller & Associates Inc		P500-OPERATOR TRAINING	\$54.77	-	-
4500047684	6/20/22	Luminator Technology Group, Inc.		R120-RAIL/LRV CAR BODY	\$8,613.58	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047685	6/20/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1.54	-	-
4500047686	6/20/22	Gillig LLC		B120-BUS MECHANICAL PARTS	\$68.25	-	-
4500047687	6/20/22	Siemens Mobility, Inc.		M120-OVRHEAD CATENARY SYS	\$1,663.66	-	-
4500047688	6/20/22	Home Depot USA Inc		F190-LANDSCAPING MAT'LS	\$794.48	-	-
4500047689	6/20/22	Home Depot USA Inc		G170-LUBRICANTS	\$555.29	-	-
4500047690	6/20/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$173.34	-	-
4500047691	6/20/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$154.75	-	-
4500047692	6/20/22	Gillig LLC		B120-BUS MECHANICAL PARTS	\$2,761.24	-	-
4500047693	6/20/22	W.W. Grainger Inc		G130-SHOP TOOLS	\$855.15	-	-
4500047694	6/20/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$191.83	-	-
4500047695	6/20/22	Luminator Technology Group, Inc.		R120-RAIL/LRV CAR BODY	\$1,082.00	-	-
4500047696	6/20/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$70.54	-	-
4500047697	6/20/22	JKL Cleaning Systems	Small Business	F110-SHOP/BLDG MACHINERY	\$172.39	-	-
4500047698	6/20/22	SiteOne Landscape Supply Holding		F180-BUILDING MATERIALS	\$545.67	-	-
4500047699	6/20/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$21,955.14	-	-
4500047700	6/21/22	Mcmaster-Carr Supply Co		B160-BUS ELECTRICAL	\$21.76	-	-
4500047701	6/21/22	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$292.38	-	-
4500047702	6/21/22	Chromate Industrial Corporation		M120-OVRHEAD CATENARY SYS	\$2,124.20	-	-
4500047703	6/21/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,767.11	-	-
4500047704	6/21/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$232.53	-	-
4500047705	6/21/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$25.84	-	-
4500047706	6/21/22	Transit Holdings Inc		B140-BUS CHASSIS	\$4,776.99	-	-
4500047707	6/21/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$38.98	-	-
4500047708	6/21/22	Miramar Bobcat LLC	Small Business	P130-EQUIP MAINT REPR SVC	\$1,434.20	-	-
4500047709	6/21/22	Beverly Christensen	DBE	T110-TRACK, RAIL	\$4,540.63	-	-
4500047710	6/21/22	Southwest Lift & Equipment Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$934.20	-	-
4500047711	6/21/22	HD Supply Construction Supply, LTD		G130-SHOP TOOLS	\$364.22	-	-
4500047712	6/21/22	Calmat		T160-TRACK, AGGREGATES	\$2,890.43	-	-
4500047713	6/21/22	Allied Electronics Inc		M110-SUB STATION	\$78.49	-	-
4500047714	6/21/22	Graybar Electric Co Inc		G130-SHOP TOOLS	\$1,666.54	-	-
4500047715	6/21/22	Access Hardware Supply		G290-FARE REVENUE EQUIP	\$1,125.99	-	-
4500047716	6/21/22	Cembre Inc		P130-EQUIP MAINT REPR SVC	\$961.28	-	-
4500047717	6/21/22	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$1,030.99	-	-
4500047718	6/21/22	HD Supply Construction Supply, LTD		G140-SHOP SUPPLIES	\$155.54	-	-
4500047719	6/21/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$715.14	-	-
4500047720	6/21/22	Transit Holdings Inc		B130-BUS BODY	\$3,297.39	-	-
4500047721	6/21/22	Transit Products and Services		B130-BUS BODY	\$10,344.00	-	-
4500047722	6/21/22	Office Solutions		G280-FARE MATERIALS	\$75.70	-	-
4500047723	6/21/22	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$538.76	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047724	6/21/22	Freeby Signs		B250-BUS REPAIR PARTS	\$128.96	-	-
4500047725	6/21/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$4,387.00	-	-
4500047726	6/21/22	Jeyco Products Inc		G170-LUBRICANTS	\$445.44	-	-
4500047727	6/21/22	Fastenal Company		G130-SHOP TOOLS	\$135.23	-	-
4500047728	6/21/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$1,871.57	-	-
4500047729	6/21/22	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$75.63	-	-
4500047730	6/21/22	Maintex Inc		G170-LUBRICANTS	\$972.76	-	-
4500047731	6/21/22	Harbor Diesel & Equipment		G170-LUBRICANTS	\$7,431.52	-	-
4500047732	6/21/22	Transit Holdings Inc		B130-BUS BODY	\$7,486.30	-	-
4500047733	6/21/22	Thompson Building Materials		F180-BUILDING MATERIALS	\$567.85	-	-
4500047734	6/21/22	ABC General Contractor Inc		P530-CIVIL & STRUCTURAL	\$53,562.86	-	-
4500047735	6/21/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$598.99	-	-
4500047736	6/21/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$3,883.85	-	-
4500047737	6/21/22	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$381.18	-	-
4500047738	6/21/22	SHI International Corp	Woman Owned Business	I110-INFORMATION TECH	\$11,242.59	-	-
4500047739	6/22/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$310.32	-	-
4500047740	6/22/22	Muncie Transit Supply		B140-BUS CHASSIS	\$381.91	-	-
4500047741	6/22/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$3,270.96	-	-
4500047742	6/22/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$188.30	-	-
4500047743	6/22/22	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$205.83	-	-
4500047744	6/22/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$1,357.65	-	-
4500047745	6/22/22	Cembre Inc		G130-SHOP TOOLS	\$1,848.34	-	-
4500047746	6/22/22	Comfort Mechanical Inc	Small Business	M110-SUB STATION	\$942.45	-	-
4500047747	6/22/22	D's Kustom Sales & Services, LLC		G130-SHOP TOOLS	\$1,100.40	-	-
4500047748	6/22/22	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$1,798.48	-	-
4500047749	6/22/22	Fastenal Company		G140-SHOP SUPPLIES	\$2,073.28	-	-
4500047750	6/22/22	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$26,020.55	-	-
4500047751	6/22/22	City Treasurer		G120-SECURITY	\$600.00	-	-
4500047752	6/22/22	Knorr Brake Holding Corporation		R140-RAIL/LRV DOORS/RAMP	\$10,117.73	-	-
4500047753	6/22/22	General Signals Inc		M130-CROSSING MECHANISM	\$4,793.21	-	-
4500047754	6/22/22	R.S. Hughes Co Inc		B130-BUS BODY	\$53.27	-	-
4500047755	6/22/22	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$5,333.63	-	-
4500047756	6/22/22	Siemens Industry Inc		R160-RAIL/LRV ELECTRICAL	\$232.20	-	-
4500047757	6/22/22	Gillig LLC		B110-BUS HVAC SYSTEMS	\$489.33	-	-
4500047758	6/22/22	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$914.90	-	-
4500047759	6/22/22	The Gordian Group, Inc.		C110-GENERAL CONTRACTORS	\$3,607.21	-	-
4500047760	6/23/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,701.36	-	-
4500047761	6/23/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$423.91	-	-
4500047762	6/23/22	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$5,206.01	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047763	6/23/22	Culligan of San Diego		M140-WAYSIDE SIGNALS	\$20.00	-	-
4500047764	6/23/22	San Diego Taxpayers		P280-GENERAL SVC AGRMNTS	\$5,000.00	-	-
4500047765	6/23/22	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$113.44	-	-
4500047766	6/23/22	R.S. Hughes Co Inc		B130-BUS BODY	\$44.40	-	-
4500047767	6/23/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$320.30	-	-
4500047768	6/23/22	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$85.01	-	-
4500047769	6/23/22	Chromate Industrial Corporation		G140-SHOP SUPPLIES	\$354.93	-	-
4500047770	6/23/22	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$346.74	-	-
4500047771	6/23/22	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$139.74	-	-
4500047772	6/23/22	Home Depot USA Inc		F180-BUILDING MATERIALS	\$670.81	-	-
4500047773	6/23/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$316.97	-	-
4500047774	6/23/22	Gillig LLC		B120-BUS MECHANICAL PARTS	\$423.76	-	-
4500047775	6/23/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$118.31	-	-
4500047776	6/23/22	Neopart Transit LLC		G190-SAFETY/MED SUPPLIES	\$98.06	-	-
4500047777	6/23/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$1,613.78	-	-
4500047778	6/23/22	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$484.88	-	-
4500047779	6/23/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$126.90	-	-
4500047780	6/23/22	Transit Holdings Inc		B130-BUS BODY	\$220.32	-	-
4500047781	6/23/22	Westinghouse Air Brake		R140-RAIL/LRV DOORS/RAMP	\$2,699.14	-	-
4500047782	6/23/22	Examintetics, Inc		C120-SPECIALTY CONTRACTOR	\$2,120.00	-	-
4500047783	6/23/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,123.60	-	-
4500047784	6/23/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$31.39	-	-
4500047785	6/23/22	Transit Holdings Inc		B140-BUS CHASSIS	\$1,178.65	-	-
4500047786	6/23/22	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$13.19	-	-
4500047787	6/23/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$4,978.13	-	-
4500047788	6/23/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$1,448.05	-	-
4500047789	6/23/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,091.30	-	-
4500047790	6/23/22	Luminator Technology Group, Inc.		R120-RAIL/LRV CAR BODY	\$1,077.52	-	-
4500047791	6/23/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$27.40	-	-
4500047792	6/23/22	Gillig LLC		B250-BUS REPAIR PARTS	\$32.90	-	-
4500047793	6/23/22	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$537.61	-	-
4500047794	6/23/22	Luminator Technology Group, Inc.		R120-RAIL/LRV CAR BODY	\$570.15	-	-
4500047795	6/23/22	Freeby Signs		B250-BUS REPAIR PARTS	\$222.74	-	-
4500047796	6/23/22	Maxwell Industries R&D, Inc.		R220-RAIL/LRV TRUCKS	\$441.02	-	-
4500047797	6/23/22	SC Commercial, LLC		G170-LUBRICANTS	\$2,219.65	-	-
4500047798	6/23/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$699.30	-	-
4500047799	6/23/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$32.48	-	-
4500047800	6/23/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$102.33	-	-
4500047801	6/23/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$152.84	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047802	6/23/22	Standard Bent Glass Corp	Small Business	R120-RAIL/LRV CAR BODY	\$9,709.44	-	-
4500047803	6/23/22	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$1,205.98	-	-
4500047804	6/23/22	Gillig LLC		B120-BUS MECHANICAL PARTS	\$898.09	-	-
4500047805	6/23/22	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$62.28	-	-
4500047806	6/23/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$579.05	-	-
4500047807	6/24/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$3,902.51	-	-
4500047808	6/24/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$32.81	-	-
4500047809	6/24/22	D's Kustom Sales & Services, LLC		T110-TRACK, RAIL	\$523.67	-	-
4500047810	6/24/22	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$273.26	-	-
4500047811	6/24/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$6.25	-	-
4500047812	6/24/22	Clear Sign & Design Inc	Small Business	G230-PRINTED MATERIALS	\$17,000.00	-	-
4500047813	6/24/22	Willy's Electronic Supply Co	Small Business	G270-ELECTRICAL/LIGHTING	\$82.10	-	-
4500047814	6/24/22	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$38.10	-	-
4500047815	6/24/22	TK Services Inc		B250-BUS REPAIR PARTS	\$213.11	-	-
4500047816	6/24/22	Nth Generation Computing Inc		I110-INFORMATION TECH	\$68,807.00	-	-
4500047817	6/24/22	Mouser Electronics Inc		B250-BUS REPAIR PARTS	\$20.91	-	-
4500047818	6/24/22	Luminator Technology Group, Inc.		R120-RAIL/LRV CAR BODY	\$190.05	-	-
4500047819	6/24/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$369.28	-	-
4500047820	6/24/22	Stoel Rives LLP		P340-LEGAL	\$100,000.00	-	-
4500047821	6/24/22	Fastenal Company		G130-SHOP TOOLS	\$30.90	-	-
4500047822	6/24/22	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$2,499.80	-	-
4500047823	6/24/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$8.62	-	-
4500047824	6/24/22	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$963.29	-	-
4500047825	6/24/22	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$1,842.53	-	-
4500047826	6/24/22	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$273.21	-	-
4500047827	6/24/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$159.82	-	-
4500047828	6/24/22	W.W. Grainger Inc		R170-RAIL/LRV HVAC	\$1,507.05	-	-
4500047829	6/24/22	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$146.03	-	-
4500047830	6/24/22	Louis Sardo Upholstery Inc		R200-RAIL/LRV SEATING	\$4,370.34	-	-
4500047831	6/24/22	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$3,158.62	-	-
4500047832	6/24/22	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$2,417.91	-	-
4500047833	6/24/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$6.25	-	-
4500047834	6/24/22	Cembre Inc		M170-IMPEDANCE BOND	\$1,936.27	-	-
4500047835	6/24/22	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$12.64	-	-
4500047836	6/24/22	Gillig LLC		B110-BUS HVAC SYSTEMS	\$2,954.58	-	-
4500047837	6/24/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$727.79	-	-
4500047838	6/24/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$494.91	-	-
4500047839	6/24/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$45.39	-	-
4500047840	6/24/22	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$10,519.23	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047841	6/24/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$73.39	-	-
4500047842	6/24/22	Airgas Inc		G140-SHOP SUPPLIES	\$32.21	-	-
4500047843	6/24/22	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$756.73	-	-
4500047844	6/24/22	Wesco Distribution Inc		M120-OVRHEAD CATENARY SYS	\$3,499.45	-	-
4500047845	6/24/22	General Signals Inc		M130-CROSSING MECHANISM	\$11,348.24	-	-
4500047846	6/26/22	Randy Gene Formanek		G250-NOVELTIES & AWARDS	\$285.10	-	-
4500047847	6/27/22	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$1,229.65	-	-
4500047848	6/27/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$10,097.57	-	-
4500047849	6/27/22	Tony Jamison	DBE	G170-LUBRICANTS	\$146.63	-	-
4500047850	6/27/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,764.53	-	-
4500047851	6/27/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,674.75	-	-
4500047852	6/27/22	Inland Kenworth (US) Inc		B120-BUS MECHANICAL PARTS	\$7,639.50	-	-
4500047853	6/27/22	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$705.77	-	-
4500047854	6/27/22	Knorr Brake Holding Corporation		R120-RAIL/LRV CAR BODY	\$5,610.85	-	-
4500047855	6/27/22	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$306.00	-	-
4500047856	6/27/22	Adios Pest Control	Small Business	P280-GENERAL SVC AGRMNTS	\$150.00	-	-
4500047857	6/27/22	Genuine Parts Co		B250-BUS REPAIR PARTS	\$84.88	-	-
4500047858	6/27/22	Gillig LLC		B130-BUS BODY	\$2,313.94	-	-
4500047859	6/27/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$17.15	-	-
4500047860	6/27/22	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$74.24	-	-
4500047861	6/27/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,480.41	-	-
4500047862	6/27/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$31.39	-	-
4500047863	6/27/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$2,471.49	-	-
4500047864	6/27/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$704.15	-	-
4500047865	6/27/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,883.95	-	-
4500047866	6/27/22	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$1,393.86	-	-
4500047867	6/27/22	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$17,104.81	-	-
4500047868	6/27/22	GHA Technologies Inc		I110-INFORMATION TECH	\$31,471.44	-	-
4500047869	6/27/22	Gillig LLC		B250-BUS REPAIR PARTS	\$3,109.35	-	-
4500047870	6/27/22	Transit Holdings Inc		B140-BUS CHASSIS	\$337.90	-	-
4500047871	6/27/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$139.60	-	-
4500047872	6/27/22	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$449.04	-	-
4500047873	6/27/22	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$859.31	-	-
4500047874	6/27/22	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$49.74	-	-
4500047875	6/27/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$504.86	-	-
4500047876	6/27/22	Evoqua Water Technologies LLC		P140-MAINTENANCE, HVAC	\$1,931.72	-	-
4500047877	6/27/22	Professional Contractors Supplies		G130-SHOP TOOLS	\$326.50	-	-
4500047878	6/27/22	RegACar Inc		B250-BUS REPAIR PARTS	\$174.00	-	-
4500047879	6/27/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$368.51	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047880	6/28/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$18.05	-	-
4500047881	6/28/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$99.13	-	-
4500047882	6/28/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$3,020.33	-	-
4500047883	6/28/22	Siemens Mobility, Inc.		INSURANCE-Insurance Stock	\$3,335.94	-	-
4500047884	6/28/22	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$214.57	-	-
4500047885	6/28/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,134.24	-	-
4500047886	6/28/22	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$5.39	-	-
4500047887	6/28/22	Transit Holdings Inc		B130-BUS BODY	\$1,251.51	-	-
4500047888	6/28/22	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$304.55	-	-
4500047889	6/28/22	Allied Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$723.45	-	-
4500047890	6/28/22	Compulink Technologies, Inc.		I110-INFORMATION TECH	\$138,788.70	-	-
4500047891	6/28/22	Mott MacDonald Group Inc		P520-A & E/DESIGN	\$348,521.30	-	-
4500047892	6/29/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,456.17	-	-
4500047893	6/29/22	Mohawk Mfg & Supply Co		B130-BUS BODY	\$161.69	-	-
4500047894	6/29/22	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$51.66	-	-
4500047895	6/29/22	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$68.42	-	-
4500047896	6/29/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$911.09	-	-
4500047897	6/29/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,601.07	-	-
4500047898	6/29/22	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$313.81	-	-
4500047899	6/29/22	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$2,262.75	-	-
4500047900	6/29/22	Chromate Industrial Corporation		R220-RAIL/LRV TRUCKS	\$351.81	-	-
4500047901	6/29/22	Bald Eagle Enterprises Inc		G130-SHOP TOOLS	\$2,983.60	-	-
4500047902	6/29/22	Allied Refrigeration Inc		G140-SHOP SUPPLIES	\$323.25	-	-
4500047903	6/29/22	Powertech Converter Corp		R160-RAIL/LRV ELECTRICAL	\$2,262.75	-	-
4500047904	6/29/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$205.10	-	-
4500047905	6/30/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,406.14	-	-
4500047906	6/30/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$1,704.44	-	-
4500047907	6/30/22	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$145.18	-	-
4500047908	6/30/22	Chromate Industrial Corporation		R190-RAIL/LRV PANTOGRAPH	\$122.85	-	-
4500047909	6/30/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$663.66	-	-
4500047910	6/30/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$486.61	-	-
4500047911	6/30/22	Kurt Morgan		G140-SHOP SUPPLIES	\$1,197.09	-	-
4500047912	6/30/22	Applied Industrial Technologies-CA		G140-SHOP SUPPLIES	\$97.31	-	-
4500047913	6/30/22	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$859.31	-	-
4500047914	6/30/22	Fastenal Company		M120-OVRHEAD CATENARY SYS	\$3,080.92	-	-
4500047915	6/30/22	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$792.58	-	-
4500047916	6/30/22	Home Depot USA Inc		G140-SHOP SUPPLIES	\$87.67	-	-
4500047917	6/30/22	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$858.16	-	-
4500047918	6/30/22	West-Lite Supply Co Inc	Small Business	R160-RAIL/LRV ELECTRICAL	\$458.52	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047919	6/30/22	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$350.30	-	-
4500047920	6/30/22	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$1,072.71	-	-
4500047921	6/30/22	Wesco Distribution Inc		M110-SUB STATION	\$1,608.88	-	-
4500047922	6/30/22	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	\$84.39	-	-
4500047923	6/30/22	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$32,812.03	-	-
4500047924	6/30/22	Synco Chemical Corporation		G170-LUBRICANTS	\$20,119.08	-	-
4500047925	6/30/22	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$3,608.55	-	-
4500047926	6/30/22	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$3,608.55	-	-
4500047927	6/30/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$2,659.16	-	-
4500047928	6/30/22	Transit Holdings Inc		B140-BUS CHASSIS	\$3,164.77	-	-
4500047929	6/30/22	New Flyer of America Inc		P130-EQUIP MAINT REPR SVC	\$133,200.00	-	-
4500047930	6/30/22	Kaman Industrial Technologies		G130-SHOP TOOLS	\$26.22	-	-
4500047931	6/30/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$2,655.38	-	-
4500047932	7/1/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$176.39	-	-
4500047933	7/1/22	All The King's Flags		G230-PRINTED MATERIALS	\$1,494.50	-	-
4500047934	7/1/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$727.32	-	-
4500047935	7/1/22	Muncie Transit Supply		B140-BUS CHASSIS	\$6.14	-	-
4500047936	7/1/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$46.01	-	-
4500047937	7/1/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$3,169.86	-	-
4500047938	7/1/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$417.33	-	-
4500047939	7/1/22	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$914.55	-	-
4500047940	7/1/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,883.95	-	-
4500047941	7/1/22	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$16,404.06	-	-
4500047942	7/1/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$727.32	-	-
4500047943	7/1/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$7,184.94	-	-
4500047944	7/1/22	NS Corporation		F110-SHOP/BLDG MACHINERY	\$2,451.46	-	-
4500047945	7/1/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$543.56	-	-
4500047946	7/1/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$266.87	-	-
4500047947	7/1/22	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$2,328.16	-	-
4500047948	7/1/22	W.W. Grainger Inc		G170-LUBRICANTS	\$260.52	-	-
4500047949	7/1/22	Jeyco Products Inc		G150-FASTENERS	\$647.84	-	-
4500047950	7/1/22	Gillig LLC		B250-BUS REPAIR PARTS	\$748.94	-	-
4500047951	7/1/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$790.40	-	-
4500047952	7/1/22	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$1,754.00	-	-
4500047953	7/1/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$1,734.41	-	-
4500047954	7/1/22	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$117.97	-	-
4500047955	7/1/22	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$368.77	-	-
4500047956	7/1/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$52.88	-	-
4500047957	7/1/22	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$1,052.33	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047958	7/1/22	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$1,193.16	-	-
4500047959	7/1/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$1,053.73	-	-
4500047960	7/1/22	Corodata Records Management Inc		P140-MAINTENANCE, HVAC	\$3,400.00	-	-
4500047961	7/1/22	Proclip USA Inc		B150-BUS COMM EQUIP.	\$11,443.39	-	-
4500047962	7/5/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$6,255.97	-	-
4500047963	7/5/22	Transit Holdings Inc		B140-BUS CHASSIS	\$4,122.18	-	-
4500047964	7/5/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$35.34	-	-
4500047965	7/5/22	VisioLogix Corporation		G120-SECURITY	\$64,488.38	-	-
4500047966	7/5/22	Muncie Transit Supply		B160-BUS ELECTRICAL	\$23.17	-	-
4500047967	7/5/22	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$1,266.07	-	-
4500047968	7/5/22	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$179.95	-	-
4500047969	7/5/22	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$273.49	-	-
4500047970	7/5/22	Waytek Inc		G140-SHOP SUPPLIES	\$57.30	-	-
4500047971	7/5/22	UC Regents		G260-MEDIA	\$5,000.00	-	-
4500047972	7/5/22	Genuine Parts Co		B250-BUS REPAIR PARTS	\$161.50	-	-
4500047973	7/5/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$349.52	-	-
4500047974	7/5/22	Kenneth Place		P130-EQUIP MAINT REPR SVC	\$129.68	-	-
4500047975	7/5/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$250.22	-	-
4500047976	7/5/22	W.W. Grainger Inc		G130-SHOP TOOLS	\$20.54	-	-
4500047977	7/5/22	Specialty Manufacturing Inc		B130-BUS BODY	\$1,338.55	-	-
4500047978	7/5/22	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$266.56	-	-
4500047979	7/5/22	TK Services Inc		G170-LUBRICANTS	\$310.37	-	-
4500047980	7/5/22	Muncie Transit Supply		B110-BUS HVAC SYSTEMS	\$282.32	-	-
4500047981	7/5/22	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$16,092.47	-	-
4500047982	7/5/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$1,336.44	-	-
4500047983	7/5/22	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$360.97	-	-
4500047984	7/5/22	Tony Jamison	DBE	G170-LUBRICANTS	\$1,434.45	-	-
4500047985	7/5/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,121.84	-	-
4500047986	7/5/22	W.W. Grainger Inc		G130-SHOP TOOLS	\$1,100.57	-	-
4500047987	7/5/22	Gillig LLC		B250-BUS REPAIR PARTS	\$867.62	-	-
4500047988	7/5/22	Transit Holdings Inc		B130-BUS BODY	\$1,142.81	-	-
4500047989	7/5/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$165.02	-	-
4500047990	7/5/22	R.S. Hughes Co Inc		B130-BUS BODY	\$235.22	-	-
4500047991	7/5/22	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$241.41	-	-
4500047992	7/5/22	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$480.64	-	-
4500047993	7/5/22	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$5,418.43	-	-
4500047994	7/5/22	Gillig LLC		B250-BUS REPAIR PARTS	\$591.24	-	-
4500047995	7/5/22	Sportworks Global LLC		B130-BUS BODY	\$445.00	-	-
4500047996	7/5/22	Freeby Signs		B130-BUS BODY	\$246.60	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500047997	7/5/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$281.21	-	-
4500047998	7/5/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$28.77	-	-
4500047999	7/5/22	Trentman Corporation	Small Business	P280-GENERAL SVC AGRMNTS	\$2,107.88	-	-
4500048000	7/5/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$110.87	-	-
4500048001	7/5/22	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$172.79	-	-
4500048002	7/5/22	Staples Contract & Commercial Inc		P280-GENERAL SVC AGRMNTS	\$419.90	-	-
4500048003	7/5/22	Zemarc Corporation	Small Business	T120-TRACK, LUBRICATORS	\$230.59	-	-
4500048004	7/5/22	Ultra-Tech Enterprises, Inc.		P130-EQUIP MAINT REPR SVC	\$393.29	-	-
4500048005	7/5/22	CASEI		F110-SHOP/BLDG MACHINERY	\$3,609.63	-	-
4500048006	7/6/22	Fastenal Company		R190-RAIL/LRV PANTOGRAPH	\$2,686.98	-	-
4500048007	7/6/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,701.36	-	-
4500048008	7/6/22	Transit Holdings Inc		B130-BUS BODY	\$1,648.32	-	-
4500048009	7/6/22	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$697.77	-	-
4500048010	7/6/22	TESSCO Technologies Incorporated		P190-REV VEHICLE REPAIRS	\$207.04	-	-
4500048011	7/6/22	New Pig Corporation		F110-SHOP/BLDG MACHINERY	\$1,082.90	-	-
4500048012	7/6/22	USPS		G200-OFFICE SUPPLIES	\$40,000.00	-	-
4500048013	7/6/22	Corodata Shredding, Inc.		G200-OFFICE SUPPLIES	\$8,057.00	-	-
4500048014	7/6/22	Legend Fence Corp	DBE	C120-SPECIALTY CONTRACTOR	\$5,719.93	-	-
4500048015	7/6/22	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$1,063.98	-	-
4500048016	7/6/22	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$1,302.29	-	-
4500048017	7/6/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$8.91	-	-
4500048018	7/6/22	General Signals Inc		M130-CROSSING MECHANISM	\$4,178.64	-	-
4500048019	7/6/22	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$292.48	-	-
4500048020	7/6/22	Chromate Industrial Corporation		R190-RAIL/LRV PANTOGRAPH	\$343.74	-	-
4500048021	7/6/22	Knorr Brake Holding Corporation		R120-RAIL/LRV CAR BODY	\$5,610.85	-	-
4500048022	7/6/22	Resa Power LLC		M110-SUB STATION	\$6,362.30	-	-
4500048023	7/7/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$407.51	-	-
4500048024	7/7/22	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	\$442.03	-	-
4500048025	7/7/22	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$193.56	-	-
4500048026	7/7/22	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$236.23	-	-
4500048027	7/7/22	A to Z Enterprises, Inc.		G120-SECURITY	\$180.00	-	-
4500048028	7/7/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$3,985.68	-	-
4500048029	7/7/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$18.10	-	-
4500048030	7/7/22	Transit Holdings Inc		B140-BUS CHASSIS	\$1,884.07	-	-
4500048031	7/7/22	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$1,045.65	-	-
4500048032	7/7/22	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$1,858.69	-	-
4500048033	7/7/22	B&H Photo & Electronics Corp		R160-RAIL/LRV ELECTRICAL	\$1,410.45	-	-
4500048034	7/7/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$864.24	-	-
4500048035	7/7/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$11.91	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500048036	7/7/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,123.60	-	-
4500048037	7/7/22	Freeby Signs		B250-BUS REPAIR PARTS	\$14.28	-	-
4500048038	7/7/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$384.65	-	-
4500048039	7/7/22	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$11.63	-	-
4500048040	7/7/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,648.58	-	-
4500048041	7/7/22	Transit Holdings Inc		B140-BUS CHASSIS	\$3,410.07	-	-
4500048042	7/7/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$100.75	-	-
4500048043	7/7/22	VCA Animal Hospitals, Inc.		G120-SECURITY	\$783.93	-	-
4500048044	7/7/22	Kurt Morgan		G200-OFFICE SUPPLIES	\$1,981.76	-	-
4500048045	7/7/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$263.89	-	-
4500048046	7/7/22	Gillig LLC		B130-BUS BODY	\$1,809.27	-	-
4500048047	7/7/22	Carmine Bausone DVM Inc.		G120-SECURITY	\$74.33	-	-
4500048048	7/7/22	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$1,495.15	-	-
4500048049	7/7/22	R.S. Hughes Co Inc		B130-BUS BODY	\$276.25	-	-
4500048050	7/7/22	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$32.33	-	-
4500048051	7/7/22	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	\$1,010.63	-	-
4500048052	7/7/22	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$1,653.53	-	-
4500048053	7/7/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$533.46	-	-
4500048054	7/7/22	Home Depot USA Inc		G160-PAINTS & CHEMICALS	\$12.90	-	-
4500048055	7/7/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$306.06	-	-
4500048056	7/7/22	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$75.63	-	-
4500048057	7/7/22	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$545.71	-	-
4500048058	7/7/22	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$35.53	-	-
4500048059	7/7/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$1,022.89	-	-
4500048060	7/7/22	California Air Compressor Company		F180-BUILDING MATERIALS	\$442.49	-	-
4500048061	7/7/22	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$151.49	-	-
4500048062	7/7/22	Zep Vehicle Care Inc		G180-JANITORIAL SUPPLIES	\$251.81	-	-
4500048063	7/7/22	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$3,608.55	-	-
4500048064	7/7/22	Cembre Inc		M170-IMPEDANCE BOND	\$1,533.50	-	-
4500048065	7/7/22	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$266.78	-	-
4500048066	7/7/22	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$271,069.59	-	-
4500048067	7/7/22	Altec Industries Inc		P210-NON-REV VEH REPAIRS	\$750.39	-	-
4500048068	7/7/22	Bear Communicatons, Inc.		R150-RAIL/LRV COMM EQUIP	\$2,148.45	-	-
4500048069	7/7/22	Cembre Inc		G130-SHOP TOOLS	\$3,198.50	-	-
4500048070	7/7/22	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$2,987.61	-	-
4500048071	7/7/22	Kaman Industrial Technologies		G170-LUBRICANTS	\$99.96	-	-
4500048072	7/7/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$256.02	-	-
4500048073	7/7/22	Harbor Diesel & Equipment		G170-LUBRICANTS	\$4,954.35	-	-
4500048074	7/7/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$78.88	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500048075	7/7/22	Transit Products and Services		B130-BUS BODY	\$6,034.00	-	-
4500048076	7/7/22	Tribologik Corporation		G140-SHOP SUPPLIES	\$3,309.28	-	-
4500048077	7/7/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$46.11	-	-
4500048078	7/7/22	West-Lite Supply Co Inc	Small Business	R160-RAIL/LRV ELECTRICAL	\$1,153.62	-	-
4500048079	7/7/22	South Bay Fence Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$1,895.00	-	-
4500048080	7/7/22	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$156.07	-	-
4500048081	7/7/22	ColorID LLC	Small Business	G230-PRINTED MATERIALS	\$8,454.50	-	-
4500048082	7/7/22	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$1,075.35	-	-
4500048083	7/7/22	HI-TEC Enterprises		R160-RAIL/LRV ELECTRICAL	\$2,192.72	-	-
4500048084	7/7/22	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$2,417.91	-	-
4500048085	7/7/22	SC Commercial, LLC		G170-LUBRICANTS	\$3,534.20	-	-
4500048086	7/8/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$242.44	-	-
4500048087	7/8/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$573.83	-	-
4500048088	7/8/22	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$4,047.63	-	-
4500048089	7/8/22	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$12,217.96	-	-
4500048090	7/8/22	Transit Holdings Inc		B160-BUS ELECTRICAL	\$407.51	-	-
4500048091	7/8/22	Gillig LLC		B250-BUS REPAIR PARTS	\$718.96	-	-
4500048092	7/8/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$138.38	-	-
4500048093	7/8/22	Norman Industrial Materials		G140-SHOP SUPPLIES	\$359.59	-	-
4500048094	7/8/22	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$18.10	-	-
4500048095	7/8/22	Transit Holdings Inc		B140-BUS CHASSIS	\$4,348.03	-	-
4500048096	7/8/22	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$463.24	-	-
4500048097	7/8/22	El Tigre Enterprise Inc		P480-EE MAINTENANCE	\$2,625.00	-	-
4500048098	7/8/22	Specialty Manufacturing Inc		B130-BUS BODY	\$1,009.03	-	-
4500048099	7/8/22	Home Depot USA Inc		G140-SHOP SUPPLIES	\$218.92	-	-
4500048100	7/8/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$37.76	-	-
4500048101	7/8/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$144.45	-	-
4500048102	7/8/22	Gillig LLC		B250-BUS REPAIR PARTS	\$266.43	-	-
4500048103	7/8/22	R.S. Hughes Co Inc		B130-BUS BODY	\$240.37	-	-
4500048104	7/8/22	Zemarc Corporation	Small Business	T120-TRACK, LUBRICATORS	\$2,151.54	-	-
4500048105	7/8/22	OneSource Distributors, LLC		M110-SUB STATION	\$168.09	-	-
4500048106	7/8/22	Western Electricity		P280-GENERAL SVC AGRMNTS	\$1,457.00	-	-
4500048107	7/8/22	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	\$152.05	-	-
4500048108	7/8/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$38.53	-	-
4500048109	7/8/22	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$75.63	-	-
4500048110	7/8/22	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$1,273.44	-	-
4500048111	7/8/22	Flyers Energy LLC		G170-LUBRICANTS	\$6,406.77	-	-
4500048112	7/8/22	Cox Communications Inc		P280-GENERAL SVC AGRMNTS	\$1,800.00	-	-
4500048113	7/8/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$632.57	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500048114	7/11/22	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$15.09	-	-
4500048115	7/11/22	Transit Holdings Inc		G140-SHOP SUPPLIES	\$104.52	-	-
4500048116	7/11/22	Transit Holdings Inc		B130-BUS BODY	\$2,516.38	-	-
4500048117	7/11/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$34.65	-	-
4500048118	7/11/22	OHCC, A Medical Corporation		P480-EE MAINTENANCE	\$243.15	-	-
4500048119	7/11/22	Home Depot USA Inc		G170-LUBRICANTS	\$320.67	-	-
4500048120	7/11/22	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$70.58	-	-
4500048121	7/11/22	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$861.14	-	-
4500048122	7/11/22	SAP America Inc		I120-INFO TECH, SVCS	\$648.00	-	-
4500048123	7/11/22	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$3,883.95	-	-
4500048124	7/11/22	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$15,034.38	-	-
4500048125	7/11/22	Chromate Industrial Corporation		G150-FASTENERS	\$756.41	-	-
4500048126	7/11/22	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$1,670.13	-	-
4500048127	7/11/22	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$275.41	-	-
4500048128	7/11/22	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$8.08	-	-
4500048129	7/11/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,891.02	-	-
4500048130	7/11/22	Transit Holdings Inc		B130-BUS BODY	\$2,682.06	-	-
4500048131	7/11/22	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$244.66	-	-
4500048132	7/11/22	Office Depot		G140-SHOP SUPPLIES	\$383.48	-	-
4500048133	7/11/22	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$2,240.13	-	-
4500048134	7/11/22	Public Risk, Innovation, Solutions,		P370-RISK MANAGEMENT	\$2,376,815.00	-	-
4500048135	7/11/22	Industrial Maintenance Supply LLC	DBE	G130-SHOP TOOLS	\$21.69	-	-
4500048136	7/11/22	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$591.70	-	-
4500048137	7/11/22	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$1,006.81	-	-
4500048138	7/11/22	Shilpark Paint Corp.		G130-SHOP TOOLS	\$1,292.28	-	-
4500048139	7/11/22	Chromate Industrial Corporation		G270-ELECTRICAL/LIGHTING	\$1,015.03	-	-
4500048140	7/12/22	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$859.31	-	-
4500048141	7/12/22	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$228.22	-	-
4500048142	7/12/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$1,701.36	-	-
4500048143	7/12/22	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$665.89	-	-
4500048144	7/12/22	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$31.59	-	-
4500048145	7/12/22	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$2,808.86	-	-
4500048146	7/12/22	Jeyco Products Inc		G140-SHOP SUPPLIES	\$360.43	-	-
4500048147	7/12/22	Emilia P. Ringpis		P480-EE MAINTENANCE	\$1,377.00	-	-
4500048148	7/12/22	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$190.18	-	-
4500048149	7/12/22	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$839.38	-	-
4500048150	7/12/22	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$2,896.09	-	-
4500048151	7/12/22	Tacos & Gorditas para sus Fiestas		P480-EE MAINTENANCE	\$9,814.69	-	-
4500048152	7/12/22	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$180.25	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500048153	7/12/22	Fastenal Company		G140-SHOP SUPPLIES	\$1,100.27	-	-

CALL-IN PUBLIC COMMENT

Jose Puga with the labor agreement representative for transit services for the South Bay and parts of El Cajon, provided a live public comment for agenda item #63. Puga's statement will be reflected in the minutes.

CALL-IN PUBLIC COMMENT

Alex Wong provided a live public comment for agenda item #63. Wong's statement will be reflected in the minutes.