



## Agenda

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

December 1, 2022

9:00 a.m.

\*Meeting will be held via webinar\*

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#### ACTION RECOMMENDED

1. ROLL CALL

2. [APPROVAL OF MINUTES - NOVEMBER 3, 2022](#)

Approve

3. PUBLIC COMMENTS

#### COMMITTEE DISCUSSION ITEMS

4. [2023 State and Federal Legislative Program \(Julia Tuer, Mark Watts, Peter Peyser\)](#)

Approve

Action would forward a recommendation to the Board of Directors to approve the 2023 State and Federal Legislative Program.

5. [License Agreement for Gaslamp Quarter Trolley Station Digital Information Board Project: Determination That Project Is Statutorily and Categorically Exempt from Environmental Review Under the California Environmental Quality Act: And Approval of Project \(Mark Olson\)](#)

Approve

Action would forward a recommendation to the MTS Board of Directors to: 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2702.0-



23 with Big Outdoor Investments, LLC, a Texas limited liability company (Big Outdoor) for a license agreement to construct and operate a digital information board at the Gaslamp Trolley Station ("Project") for a base period of 20 years and two (2) five (5)-year options; 2) Waive the prohibition on alcohol advertising in MTS Board Policy 21.3(j) as it relates to this Project only; 3) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and 4) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.

6. [Naming Rights Program Services – Contract Award \(Mark Olson\)](#)

Approve

Action would forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. G2623.0-22 (in substantially the same format as Attachment A), with The Superlative Group, Inc. (Superlative), for Naming Rights Program services for a three (3) base year period and five (5) 1-year options; and 2) Exercise the option years at the CEO's discretion.

OTHER ITEMS

7. [REVIEW OF DRAFT DECEMBER 8, 2022 MTS BOARD AGENDA](#)

8. OTHER STAFF COMMUNICATIONS AND BUSINESS

9. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

10. NEXT MEETING DATE: JANUARY 19, 2023

11. ADJOURNMENT

# MINUTES

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

November 3, 2022

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased.]

1. Roll Call

Vice Chair Sotelo-Solis called the Executive Committee meeting to order at 9:49 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Approval of Minutes

Board Member Hall moved to approve the minutes of the October 6, 2022, MTS Executive Committee meeting. Board Member Sandke seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher, Board Member Moreno and Board Member Salas absent.

3. Public Comments

There were no Public Comments.

### COMMITTEE DISCUSSION ITEMS

4. Fiscal Year (FY) 2022 Final Budget Comparison (Gordon Meyer)

Gordon Meyer, MTS Operating Budget Supervisor presented on FY 2022 Final Budget Comparison. He outlined the following information: total operating revenues, expenses, activities, subsidy revenue category descriptions, total non-operating revenues and expenses, less expenses, contingency reserve balance, and staff's recommendation.

### PUBLIC COMMENT

*Corinna Contreras* – Representing Climate Action Campaign made a verbal statement to the Board during the meeting. Contreras acknowledged the bus operator shortage as a continuous issue to meet current and projected ridership demands. Contreras suggested a bus operator comprehensive benefit package incentive for affordable housing with terms of service limits. Contreras also appreciated the Social Equity Tour as a quick build strategy.

### COMMITTEE COMMENT

Board Member Sandke acknowledged the deficit as an improvement, but stated that the surplus was an overallocation of budgeted money. He cautioned the Board to look at the long-term financial goals. He recognized the public speaker that talked about the bus operator shortage and suggested that the three million dollars facilitate quick win projects.

Vice Chair Sotelo-Solis agreed with Board Member Sandke's remarks.

Action Taken

Board Member Sandke moved to receive the MTS operations budget status report for FY 2022 and forward a recommendation to the Board of Directors to approve staff recommendations for programming excess revenues less expenses. Board Member Hall seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher, Board Member Moreno and Board Member Salas absent.

5. El Cajon Transit Station Transit-Oriented Development (Sean Myott)

Sean Myott, MTS Manager of Real Estate and Karen Landers, MTS General Counsel, presented on El Cajon Transit Station Transit-Oriented Development. They presented on: current use and continuing transit needs, ECTC transit center, MTS and City TOD proposals, Chelsea affordable, market & transit parking, USA maximum housing / minimum parking, MTS and City decision making rationale, next steps and staff recommendation.

Board Member Hall asked if Board Member Goble was advised about the project. Ms. Landers confirmed that she had spoken to the Councilmember about the project and noted his support. Board Member Hall supported the project.

Board Member Elo-Rivera asked about how the Surplus Land Act and the agency's communication with California Department of Housing and Community Development (HCD) informed the process and criteria utilized in the decision making to recommend the project for the Exclusive Negotiating Agreement (ENA). Ms. Landers replied that in conversations with HCD about this particular project, the agency does not have to follow the surplus land process for evaluating the competing development proposal. Under AB 1486, the agency made Surplus Land Act findings in July of 2020, and issued notices in August of 2020, but did not receive any proposals within the time period that was required. With confirmation from HCD, she noted that the agency has complied and is able to continue the development process under Policy 18. She noted that there is no required HCD involvement in the evaluation of the competing proposals. Board Member Elo-Rivera acknowledged the City of San Diego's consequences with lack of compliance and appreciated Ms. Landers communication with HCD. He also asked about the ENA process and asked what additional opportunities there will be for the City of El Cajon and the Board to lay out additional criteria for any DDA presented. Ms. Landers replied that staff takes direction from Policy 18 and that the agency has worked in conjunction with the City of El Cajon to assure consistency. If the Board asks for additional direction outside of the policy priorities, staff could take suggestions now or at a later date. Board Member Elo-Rivera asked that the development include public restroom access, additionally he asked staff to leverage federal or state legislation to ensure as much solar and clean energy on this project. Ms. Landers clarified that at the bus transit center A-Mart, there is a restroom and the project would not displace the amenity. He advocated for consistent, if not expanded restroom access that riders feel comfortable using.

Vice Chair Sotelo-Solis agreed and supported with Board Member Elo-Rivera's priorities.

Action Taken

Board Member Hall moved to authorize the Chief Executive Officer to execute an Exclusive Negotiation Agreement (ENA) with Chelsea Investment Corporation (Chelsea) for a El Cajon Transit Center Transit-Oriented Development Project. Board Member Sandke seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher, Board Member Moreno and Board Member Salas absent.



6. E Street Transit Center City of Chula Vista and MTS Joint Transit-Oriented Development (Karen Landers and Sean Myott)

Ms. Landers and Mr. Myott presented on E Street Transit Center City of Chula Vista and MTS Joint Transit-Oriented Development. They outlined the following information: MTS and City of Chula Vista partnership, MTS E St Transit Center, Surplus Land Act & amendment, Affirmed – residential, medical office & retail, Bayview – housing towers, hotel, retail & office, MTS and City decision making rationale, next steps and recommendation.

Sharon Cooney, MTS Chief Executive Officer stated that this project was developed in conjunction with the City of Chula Vista with their former Public Works Yard as part of the proposed development site. She noted the large transit center, surface parking lots and coffee and bathroom amenities.

PUBLIC COMMENT

*Rebecca Satrom* – An MTS bus driver made a verbal statement to the Board during the meeting. Satrom asked that driver-only access restroom and breakrooms be integrated as part of the design plans for the site.

COMMITTEE COMMENTS

Board Member Elo-Rivera asked if failure to complete the 2024 DDA and 2026 construction deadlines would trigger the Surplus Land Act being applicable, and the project needing to start anew. Ms. Landers acknowledged the aggressive timeline, once in negotiations, the agency would make sure the project is scoped in a way to meet the deadlines along with clear timeline definition of the deadlines from HCD. She acknowledged that the agency would need to receive a legislative amendment to extend the deadlines or the project would need to be restarted altogether. He also asked about the process to add amenities for driver restroom and breakroom spaces for these sites. Ms. Landers replied that the agency will work with transit operations staff to confirm where and how they structure break space. She noted the public restrooms at the site, which would be included in the new development scope, and stated that the agency would keep in mind the other requests. He also asked about opportunities for MTS employees to rent or lease apartments, through an exclusive pre-leasing offer. Ms. Landers replied that currently staff is researching the option to understand project funding sources and term limitations, if any. Board Member Elo-Rivera asked that staff agendaize the item so that the Board has the ability to comment on the project, if wanted. Ms. Cooney agreed with his comments and said that the item would be placed on consent.

Board Member Hall asked that driver restroom and break room availability be incorporated into the El Cajon site. Ms. Landers noted that they will communicate this request to any transit operations team at all future Transit Oriented Development projects.

Vice Chair Sotelo-Solis thanked the public speaker for their participation that had offered the Board advocacy guidance on this topic.

Action Taken

Board Member Elo-Rivera moved to recommend the Board authorize the CEO to execute a three-party Exclusive Negotiation Agreement with the City of Chula Vista (City) and Bayview Point, LLC (Developer) for an E Street Transit-Oriented Development Project (ENA). Board Member Sandke seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher, Board Member Moreno and Board Member Salas absent.

OTHER ITEMS

7. REVIEW OF DRAFT NOVEMBER 10, 2022 BOARD AGENDA

Recommended 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. Janitorial Services (E Street Restroom, Fashion Valley Restroom & San Diego Metropolitan Transit System (MTS) Mills Building 8th, 9th & 10th Floor Appliances) – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2621.0-22 with Nova Commercial Co. Inc. (Nova), for the provision of janitorial services for the E Street Restroom (Group 1), Fashion Valley Restroom (Group 2), and MTS Mills Building 8th, 9th, and 10th Floor (Group 3) Appliances for six (6) years in the amount of \$200,064.00.
8. Roadway Worker Protection (RWP) Safety Training Services – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1622.0-22 with Jacobs Engineering Group (“Jacobs”), for RWP Safety Training Services for five (5) years.
9. Background Investigation Services – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2646.0-22 with Kristy Investigative Services Inc. for Background Investigation Services for five (5) base years and five (5) 1-year options for a total cost of \$358,500.00; and 2) Exercise each option year at the CEO’s discretion.
10. Procurement Thresholds and Signature Authority Levels – Policy Revisions  
Action would 1) Adopt the revisions to MTS Board Policy No. 52, “Procurement of Goods and Services”; 2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 52 Exhibit A relating to MTS’s Statutory and Regulatory Requirements; 3) Adopt the revisions to MTS Board Policy No. 41, “Signature Authority”; and 4) Adopt the revisions to MTS Board Policy No. 64, “Inventory Controls and Signature Authority Policy”
11. Board Policy No. 30, Investment Policy – Policy Revision  
Action would approve and adopt the updated Board Policy No. 30, “Investment Policy.”

12. Quarter Ending September 30, 2022 – Investment Report
13. ACE Parking Lot Improvements – Work Order  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-03 to MTS Doc. No. PWG347.0-22 with ABC General Contractor, Inc. (ABCGC) in the amount of \$140,183.26 for the upgrade of fencing, gates, lighting, striping, card reader, and cameras at the parking lot located at 1341 National Avenue, San Diego, CA (ACE Parking Lot).
14. Adoption of 2022 Conflict of Interest Code – Amendment  
Action would 1) Adopt Resolution No. 22-16 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).
15. Adoption of the 2023 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule  
Action would adopt the 2023 Executive Committee and Board of Directors meeting schedule.
16. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at Its Meeting on October 27, 2022  
Action would 1) Receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information; and 2) Ratify actions taken by the SD&AE Board of Directors.
17. Davra Networks Ruban Software Support and Licenses – Contract Amendment
18. Fire Alarm Monitoring and Maintenance Services – Contract Amendment
19. Uninterruptible Power Supply (UPS) Maintenance and Battery Refresh – Contract Amendment  
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. G2009.0-17, with Schneider Electric Information Technology (IT) Corporation (Schneider Electric), increasing the contract value in the amount of \$386,612.35, bringing the contract total to \$1,418,263.76.
20. Gas Service Provider – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. G2627.0-22 with Clean Energy Renewable Fuels, LLC for Gas Service Provider (GSP) services for a six (6) year base period with one (1) 4-year option period; and 2) Exercise the option years at the CEO's discretion.

8. Other Staff Communications and Business

There was no Other Staff Communications and Business discussion.

9. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

Executive Committee – MINUTES

November 3, 2022

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10. Next Meeting Date

The next Executive Committee meeting is scheduled for December 1, 2022, at 9:00 a.m.

11. Adjournment

The meeting was adjourned at 10:57am.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

/S/ Dalia Gonzalez

Clerk of the Board

San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE):	CALL TO ORDER (TIME):
<u>November 3, 2022</u>	<u>9:49am</u>
RECESS:	RECONVENE:
CLOSED SESSION:	RECONVENE:
PUBLIC HEARING:	RECONVENE:
ORDINANCES ADOPTED:	ADJOURN:
	<u>10:57am</u>

REPRESENTING	BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
County Chair	FLETCHER	<input type="checkbox"/> (Vargas) <input type="checkbox"/>	ABSENT	ABSENT
Vice Chair	SOTELO-SOLIS	<input checked="" type="checkbox"/> (no alternate) <input type="checkbox"/>	9:49am	10:57am
City of San Diego	ELO-RIVERA	<input checked="" type="checkbox"/> (Montgomery Steppe) <input type="checkbox"/>	9:49am	10:57am
East County	HALL	<input checked="" type="checkbox"/> (Frank) <input type="checkbox"/>	9:49am	10:57am
SANDAG Transportation Committee	MORENO	<input type="checkbox"/> (Aguirre) <input type="checkbox"/>	ABSENT	ABSENT
Chair Pro Tem	SALAS	<input type="checkbox"/> (no alternate) <input type="checkbox"/>	ABSENT	ABSENT
South Bay	SANDKE	<input checked="" type="checkbox"/> (Aguirre) <input type="checkbox"/>	9:49am	10:57am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez



## Agenda Item No. 4

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

December 1, 2022

#### SUBJECT:

2023 STATE AND FEDERAL LEGISLATIVE PROGRAM (JULIA TUER, MARK WATTS,  
PETER PEYSER)

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to approve the 2023 State and Federal Legislative Program (Attachment A).

#### Budget Impact

None.

#### DISCUSSION:

The draft 2023 State and Federal Legislative Program is attached for review. The purpose of this program is to help guide and define the MTS legislative advocacy efforts in calendar year 2023. Staff will return to the Board for approval of any amendments that are required to address unforeseen future events or policy initiatives. MTS State and Federal advocates will also provide brief legislative updates.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft 2023 State and Federal Legislative Program



# State and Federal Legislative Program 2023



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## San Diego Metropolitan Transit System 2023 State and Federal Legislative Program

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## System Summary

### Creation

The Metropolitan Transit Development Board (MTDB) was created in 1975 by the passage of California Senate Bill 101 and came into existence on January 1, 1976. In 1984, the Governor signed Senate Bill 1736, which expanded the MTDB governing board from eight to 15 members. In 2002, Senate Bill 1703 merged MTDB's long-range planning, financial programming, project development and construction functions into the regional metropolitan planning organization, the San Diego Association of Governments (SANDAG). In 2005, MTDB changed its name to the San Diego Metropolitan Transit System (MTS).

### Board of Directors

15-member Board generally meets once per month. Members are appointed as follows:

- One member of the County of San Diego Board of Supervisors appointed by the Board of Supervisors.
- Four members of the City Council of the City of San Diego, one of whom shall be the Mayor, appointed by the City Council.
- One member of each City Council appointed individually by the City Councils of the Cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.
- Two members of the City Council of the City of Chula Vista, one of whom shall be the Mayor, appointed by the City Council.
- The Chairperson of the Board shall be selected from the Board membership by a two-thirds vote of the Board, a quorum being present. The Chairperson shall serve for a term of two years, except that he or she is subject to removal at any time by a two-thirds vote of the Board, a quorum being present.

### Subsidiary Corporations

MTS owns assets of: San Diego Trolley, Inc. (SDTI); San Diego Transit Corporation (SDTC); and the San Diego & Arizona Eastern (SD&AE) Railway Company, which owns 108 miles of track and right-of-way.

### Areas of Jurisdiction

Approximately 570 square miles of the urbanized areas of San Diego County as well as the rural parts of East County, 3,240 total square miles, serving approximately 3 million people in San Diego County.

### Provision of Services

MTS provides bus and rail services directly or by contract with private operators. MTS coordinates all its services and determines the routing, stops, frequencies and hours of operation.

#### **Light Rail**

Light rail service is operated by SDTI on four lines (the UC San Diego Blue, Orange, Green and Silver Lines) with a total of 62 stations and 65 miles of rail.

#### **Bus**

Almost 100 fixed bus routes and Americans with Disabilities Act (ADA) paratransit service (MTS Access). Fixed route bus services include local, urban, express, premium express and rural routes.

#### **Freight**

MTS contracts with the San Diego & Imperial Valley (SD&IV) Railroad to provide freight service to San Diego shippers over SD&AE right-of-way. SD&IV shares certain tracks with SDTI, operating during non-service Trolley hours.

## Operating Budget

Approximately \$300 million annual operating budget; one-third of that budget comes from fare revenue.

## Ridership

MTS generates 88 million annual passenger trips or 300,000 trips each weekday pre-COVID. To handle the demand, the agency schedules 7,000 trips each weekday, and has 160+ trolley cars and 750 buses in its fleet.

## Planning and Scheduling

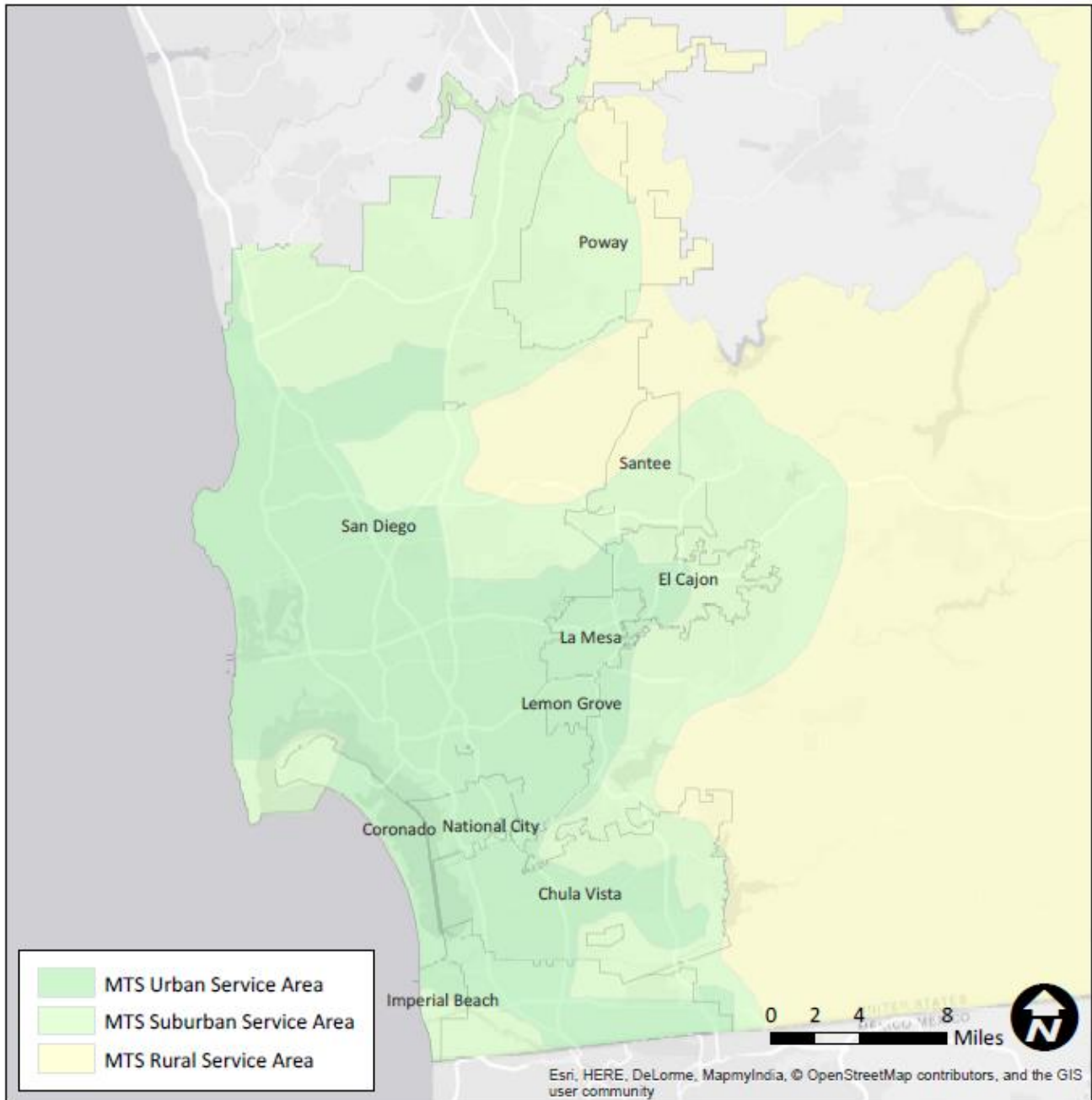
MTS is responsible for the service planning, scheduling, and performance monitoring of all MTS transit services. Service adjustments occur three times per year and as needed to improve efficiency and customer service.

## Funding

MTS receives funding from various federal, state, and local sources. The primary sources are the California Transportation Development Act (TDA), Federal Transit Administration (sections 5307, 5337 and 5339), TransNet funds (local sales tax) and fares.

## For-Hire Vehicle Administration

MTS licenses and regulates taxicabs, jitneys, and other private for-hire passenger transportation services by contract with the Cities of San Diego, Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.



**San Diego Metropolitan Transit System**

**Area of Jurisdiction**

**June 2022**



## 2023 State Legislative Program

### I. Transit Funding

- Support legislation that would generate new revenue for transit projects and operating costs.
- Oppose legislation that would reduce direct funding to transit agencies.
- Support legislation to extend existing Transportation Development Act (TDA) statutory relief through Fiscal Year 2025.
  - Collaborate with the California Transit Association and other California transit agencies on reviewing existing metrics for the qualification and distribution of TDA revenues to pursue future legislation to reform TDA law more holistically beyond the current statutory relief.
- Oppose legislation that would expand the use of TDA funds to non-transit purposes not currently covered by statute.
- Support legislation that would help offset the impact on transit budgets caused by increases in fuel and energy costs.
- In partnership with interested cities, seek funding dedicated to grade-separation projects.
- Support legislation to exempt transit agencies from state sales tax.
- Support favorable programmatic guidelines for Cap and Trade Program-related funding sources, and seek awards under all relevant programs.
  - Support member agency applications for all relevant programs funded by Cap and Trade auctions.
- Oppose attempts to legislate local fare programs or to remove fare setting decisions from transit agencies.
- Seek subsidies for specialized fare programs supported by the MTS Board of Directors.
- Seek funding to continue Youth Opportunity Passes in San Diego beyond the pilot period.
- Support legislation that incentivizes increased transit ridership.
- Seek funding or policies that would facilitate better utilization of the San Diego waterways as a viable transportation option.
- Seek opportunities for funding or policies to help improve system infrastructure as a means to increase the safety of transit riders.
- Support favorable electric rate setting to incentivize deployment of zero emission bus technology.
- Seek funding for the following capital projects:
  - Clean Transit Advancement Campus
  - Zero Emission Buses and Electrification Infrastructure
  - MTS Bus Replacement Vehicles
  - Bus Stop Improvements
  - Light Rail Vehicle Replacements
  - Traction Power Substation Replacements
  - Grade Separation Projects
  - Light Rail Vehicle Maintenance Building Expansion
  - Orange Line Signaling Improvements
  - Blue to Green Line Double Tracking
  - Trolley to the Airport

### II. Equity and Social Justice

- Support equity and social justice measures that help to better serve and deliver equitable transportation options.

## III. Homelessness

- Seek funding and resources to implement a program that helps persons experiencing homelessness throughout the MTS system.

## IV. Climate Change

- Support state and other governmental agency efforts that help address issues of climate change.
- Support legislative opportunities for funding and policies that increase transit's ability to play a lead role in addressing issues of climate change.

## V. Transit-Oriented Development

- Support legislation that provides funding incentives for mixed-use projects and transit-oriented development.
- Support legislation that aids transit operators' efforts to create high density transit-oriented development.
- Seek changes to Surplus Land Act statutes that would allow MTS development and joint development projects to be planned and designed in a way that benefits and achieves the region's important housing, climate action, and economic development goals.

## VI. Public Safety

- Oppose legislation or regulations that would have an adverse impact on transit agencies' ability to provide safe transportation to their customers.
- Support legislation that promotes employee safety, including higher penalties for assaults on transit workers.

## VII. Regulatory Matters

- Support legislation that would facilitate the delivery of transit capital projects.
- Oppose unfunded mandates that negatively impact transit operators.
- Seek dedicated funding to offset costs when new regulatory requirements are proposed.
- Oppose legislation that adversely limits the use of eminent domain for public transportation projects.
- Oppose legislation that would limit MTS's use of current personal identifiable information data standards to provide better service to customers.
- Oppose efforts to eliminate or restrict transit exemption provisions in the California Environmental Quality Act (CEQA).
- Seek legislation to require Medi-Cal managed care plans to reimburse public transit agencies for Medi-Cal eligible paratransit trips.
- Support legislation that ensures electricity is prioritized for transit agencies.
- Support standardization of charging infrastructure and on-board bus charge management systems.

## VIII. Labor Relations

- Monitor and respond to legislation relating to personnel matters.
- Support legislation that protects the integrity of collective bargaining agreements.
  - Oppose efforts to mandate benefits or working conditions.
- Monitor and respond to legislation designed to clarify provisions of the Public Employees' Pension Reform Act of 2012.

## IX. Administration

- Seek changes to California Public Records Act clarifying that public agency contracts are public records subject to disclosure.
- Support mechanisms to provide post-conviction relief to individuals with records of MTS violations.

## X. Support Legislative Programs of Other Agencies or Organizations

- Support the legislative programs of other agencies, such as the San Diego Association of Governments (SANDAG) and North County Transit District (NCTD), where consistent with the MTS legislative program.
- Support provisions in the legislative programs of other organizations, such as the California Transit Association (CTA) and American Public Transportation Association (APTA), where consistent with the MTS legislative program.

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**2023 Federal Legislative Program**

## I. Transit Funding

- Support legislation that would generate an increase in appropriation levels for existing transit funding programs.
- Oppose legislation that would reduce direct funding to transit agencies.
- Support legislation that would help offset the impact on transit budgets caused by increases in fuel costs.
- Support legislation that would generate new revenue for transit projects and operating costs.
- Support legislation that incentivizes increased transit ridership.
- Support legislation to bring funding to railroad corridors and seek funding for railroad bridge and infrastructure rehabilitation.
- Seek funding to offset the costs associated with implementation and deployment of zero emission bus technologies.
- Seek funding or policies that would facilitate better utilization of the San Diego waterways as a viable transportation option.
- Seek opportunities for funding or policies to help improve system infrastructure as a means to increase the safety of transit riders.
- Oppose attempts to discontinue federal funding for school paratransit services or for nonemergency medical transport.
- Seek funding for the following capital projects:
  - Clean Transit Advancement Campus
  - Zero Emission Buses and Electrification Infrastructure
  - MTS Bus Replacement Vehicles
  - Bus Stop Improvements
  - Light Rail Vehicle Replacements
  - Traction Power Substation Replacements
  - Grade Separation Projects
  - Light Rail Vehicle Maintenance Building Expansion
  - Orange Line Signaling Improvements
  - Blue to Green Line Double Tracking
  - Trolley to the Airport

## II. Equity and Social Justice

- Support equity and social justice measures that help to better serve and deliver equitable transportation options.

## III. Homelessness

- Seek funding and resources to implement a program that helps persons experiencing homelessness throughout the MTS system.

## IV. Climate Change

- Support federal and other governmental agency efforts that help address issues of climate change.
- Support legislative opportunities for funding and policies that increase transit's ability to play a lead role in addressing issues of climate change.
- Support efforts to ensure climate change legislation recognizes that transit investment can help achieve emission reduction goals, and seek inclusion of transit funding in climate change legislation.

## V. Public Safety

- Oppose attempts to create duplicative rail safety regulatory agencies.
- Oppose legislation or regulations that would have an adverse impact on transit agencies' ability to provide safe transportation to their customers.
- Support legislation that promotes employee safety, including higher penalties for assaults on transit workers.

## VI. Regulatory Matters

- Support legislation that would facilitate the delivery of capital projects.
- Oppose unfunded mandates that negatively impact transit operators.
  - Seek funding for all newly mandated programs.
- Support efforts to increase competition in the fuel market.
- Oppose proposals that limit the use of eminent domain for public transportation projects.
- Monitor and respond to legislation in the areas of finance, employment, and safety that could affect agency governance or operations, including issues related to contractors.
- Oppose efforts to broaden paratransit service eligibility classifications of individuals that could effectively be served through fixed route services.
- Support limitations on the interpretation of the Americans with Disabilities Act with regard to service animals.
- Monitor and respond to attempts to alter Access Guidelines in a way that would financially burden transit operators without providing funding.
- Seek positive closure to the Department of Labor's case regarding the California Public Employees' Pension Reform Act (PEPRA).

## VII. Support Legislative Programs of Other Agencies or Organizations

- Support the legislative programs of other agencies, such as the San Diego Association of Governments (SANDAG) and North County Transit District (NCTD), where consistent with the MTS legislative program.



- Support provisions in the legislative programs of other organizations, such as the California Transit Association (CTA) and American Public Transportation Association (APTA), where consistent with the MTS legislative program.

# 2023 State and Federal Legislative Program

Executive Committee  
December 1, 2022

# 2023 State and Federal Legislative Program

- Program purpose is to guide advocacy efforts
  - Not meant to be fully comprehensive
  - Will bring back key specific legislative items, as needed
- Collaborate with regional municipalities and key stakeholders on MTS-related initiatives and priorities

# State and Federal Legislative Priorities

- Transit funding
  - Support legislation that would generate new revenues for transit projects and operating costs
  - Seek subsidies for specialized fare programs supported by the MTS Board
  - Seek opportunities for funding to help improve infrastructure as a means to increase safety for riders
  - Support legislation to extend existing Transportation Development Act (TDA) statutory relief through Fiscal Year 2025
    - Collaborating with California Transit Association and other CA transit agencies to pursue future legislation to reform TDA law

# State and Federal Legislative Priorities

- Transit Funding
  - Seek funding for the following capital projects:
    - Clean Transit Advancement Campus
    - Zero Emission Buses and Electrification Infrastructure
    - MTS Bus Replacement Vehicles
    - Bus Stop Improvements
    - Light Rail Vehicle Replacements
    - Traction Power Substation Replacements
    - Grade Separation Projects
    - Light Rail Vehicle Maintenance Building Expansion
    - Orange Line Signaling Improvements
    - Blue to Green Line Double Tracking
    - Trolley to the Airport

# State and Federal Legislative Priorities

- Equity and Social Justice
  - Support equity and social justice measures that help to better serve and deliver equitable transportation options
- Homelessness
  - Seek funding and resources to implement a program that helps persons experiencing homelessness throughout the MTS system
- Climate Change
  - Support efforts that help address issues of climate change and increase transit's ability to play a lead role in addressing climate change

# State and Federal Legislative Priorities

- Transit-Oriented Development
  - Support legislation that aids transit operators' efforts to create high density transit-oriented development
- Public Safety
  - Support legislation that promotes employee safety, including higher penalties for assaults on transit workers
- Regulatory Matters
  - Seek dedicated funding to offset costs when new regulatory requirements are proposed
  - Oppose efforts to eliminate or restrict transit exemption provisions in CEQA
  - Support standardization of charging infrastructure

# State and Federal Legislative Priorities

- Labor Relations
  - Support legislation that protects the integrity of collective bargaining agreements
  - Monitor and respond to legislation designed to clarify provisions of the Public Employees' Pension Reform Act (PEPRA)
- Support legislative programs of other agencies or organizations



# Legislation - Passed (2022)

- AB 1833 (Ward)
  - Increased MTS, SANDAG, and NCTD procurement thresholds from \$100,000 to \$150,000
    - Materials, supplies, equipment, acquisition of services, including architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services
    - Does not include construction procurements

# Legislative Proposals

- Seek amendments to California Public Records Act clarifying public agency contracts are public record and subject to disclosure
- Seek additional Surplus Land Act amendments that will allow MTS development and joint development projects to be planned and designed in a way that benefits and achieves the region's important housing, climate action, and economic development goals
  - Working with California Transit Association on this effort

# Legislative Proposals

- Seek changes to Medi-Cal Benefits Program statute clarifying that transit operators shall be reimbursed for Medi-Cal eligible paratransit trips
  - Working with California Transit Association on this effort

# State & Federal Legislative Updates

- Mark Watts
  - State Advocate
- Peter Peyser
  - Federal Advocate

# Recommendation

That the MTS Executive Committee forward a recommendation to the Board of Directors to approve the 2023 State and Federal Legislative Program.

CALL-IN PUBLIC COMMENT

Corinna Contreras with Climate Action Campaign, provided a live public comment for agenda item #4. Contreras's statement will be reflected in the minutes.

CALL-IN PUBLIC COMMENT

Rebecca Satrom an MTS bus driver, provided a live public comment for agenda item #4.  
Rebecca Satrom's statement will be reflected in the minutes.



## Agenda Item No. 5

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

December 1, 2022

#### SUBJECT:

LICENSE AGREEMENT FOR GASLAMP QUARTER TROLLEY STATION DIGITAL INFORMATION BOARD PROJECT; DETERMINATION THAT PROJECT IS STATUTORILY AND CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND APPROVAL OF PROJECT (MARK OLSON)

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the MTS Board of Directors to:

- 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2702.0-23 (in substantially the same format as Attachment A) with Big Outdoor Investments, LLC, a Texas limited liability company (Big Outdoor) for a license agreement to construct and operate a digital information board at the Gaslamp Trolley Station ("Project") for a base period of 20 years and two (2) five (5)-year options;
- 2) Waive the prohibition on alcohol advertising in MTS Board Policy 21.3(j) as it relates to this Project only;
- 3) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and
- 4) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.





### Budget Impact

The costs to construct and maintain the Digital Display Structure would be borne by Big Outdoor in exchange for the right to sell advertising on the Digital Display Structure during the share of voice display time not reserved for MTS exclusive use. MTS would also receive additional annual revenue based on this advertising. MTS's revenue would be based upon an annual percentage share for any additional advertising revenue secured by Big Outdoor and MTS with a Minimum Annual Guarantee (MAG). MTS MAG revenue will be \$650,000 in the first year and escalate 2% in each subsequent year for MTS for the 20-year base term of the agreement for a total of \$15,793,300. MTS will also share in a percentage of revenue earned over and above the MAG. While the MAG offers a floor for revenue, MTS estimates net revenue over the 20-year base period could potentially reach more than \$37.1 million.

### DISCUSSION:

MTS has collected approximately \$15-\$20 million annually in non-fare revenue over the past five years by leveraging its assets for advertising and related purposes. This includes bus and Trolley advertising wraps, bench and shelter advertisements, naming rights agreements, on-property beverage sales and more. Sustainable sources of non-fare revenue are even more critical now to help close the \$37 million budget deficit resulting from the pandemic.

### Big Outdoor Unsolicited Proposal and Policy 18 Process

In or about 2021, Big Outdoor made an unsolicited proposal to MTS regarding the placement of a digital information board at the Gaslamp Trolley Station. Staff reviewed the proposal and on July 29, 2021 (AI 46), as part of an analysis of non-fare revenue the agency collects, staff shared information about the proposed digital information board use at the Gaslamp Trolley Station. Board feedback on the concept was positive, so staff moved forward under Board Policy 18 to notice the opportunity for 30 days on the MTS website. A public notice was posted on September 15, 2021, and no additional notices of interest were received.

Since that time, MTS staff has been working with Big Outdoor to formalize a License Agreement that would advance the project into the next phase of implementation. MTS owns and manages the Gaslamp Trolley Station, with additional area outside of the trolley platform comprised of 9,222 square feet.

The Gaslamp Trolley Station sits between the San Diego Convention Center and the Gaslamp Quarter District, which is one of San Diego's premier entertainment, dining, shopping and nightlife destinations. The station supports the Trolleys' Green Line, and is a popular station for those taking transit downtown for entertainment activities.

A digital information board at the Gaslamp Trolley Station has significant benefit for transit and for the surrounding community. It will allow MTS to:

- Promote MTS's transit services
- Provide wayfinding information for the surrounding entertainment area
- Share information about upcoming events in the local community
- Post Public Service Announcements, Amber Alerts and other public safety messages

- Package the digital information board into other agreement to activate the Gaslamp Square (i.e. Comic-Con)
- Provide a unique advertising location to attract conventions and other events that help the local economy
- Generate additional revenue to support public transit operations in MTS's service area

The material terms of the proposed Big Outdoor License Agreement are:

*Term:* The proposed Big Outdoor License Agreement will be for a term of 20 years, with two 5-year option periods, for a total potential term of 30 years.

*MTS License Fee:* The greater of \$650,000 annually, escalating 2% per year OR between 55% and 65% (depending on Agreement year) of Gross Revenues generated by Big Outdoor from the digital information board.

*Negotiating Fee:* \$30,000 to cover MTS costs related to the negotiation and implementation of this Project.

*MTS Share of Voice Display Time:* MTS is entitled to use 10% of the digital display time for MTS-related messaging.

*Display Restrictions:* The digital information board may display static image messaging between the hours of 6:00am and 12:00am each day; full motion images are limited to the hours of 6:00am to 11:00pm each day.

*MTS Design Review Approval:* The final design of the digital information board structure is subject to approval of the MTS CEO. The design shall include a two-sided digital information board measuring approximately 20 feet by 30 feet, elevated approximately 20-30 feet above ground (for a total estimate height of not less than 40-50 feet). The estimated square footage of each digital display area is 600 square feet. The area occupied by the digital information board will not exceed a total area of 5,000 square feet of the property owned by MTS. The final design, size and scale will be approved by the MTS CEO during the design review process.

*Advertising Rules/Waiver:* Because of the unique location of the Gaslamp Trolley Station, the proposed Big Outdoor License Agreement also includes a waiver of the prohibition on advertisements promoting the use or ingestion of or offering in commerce the sale of alcohol set forth in Section 21.3(j) of MTS's Advertising Policy (Board Policy No. 21), solely as it relates to content displayed on the Big Outdoor digital information board. All other prohibited content referenced in the Advertising Policy shall continue in effect. In addition, the License Agreement includes a prohibition on ambush marketing, which is defined as "any promotional strategy whereby a non-sponsor or non-exhibitor attempts to associate or capitalize in any manner whatsoever on the popularity or prestige of an event held within the Convention Center or within the City's Gaslamp Quarter Business Improvement District, East Village Business Improvement District or Ballpark District by giving a false impression that such non-sponsor or non-exhibitor is an authorized sponsor or exhibitor of the event."

### Compliance with California Environmental Quality Act

The Project described above is statutorily and categorically exempt from environmental review under CEQA, Public Resources Code section 21000 *et seq.*, and Title 14 of the California Code of Regulations, section 15000 *et seq.* ("State CEQA Guidelines"), as follows:

The Project is statutorily exempt under Public Resources Code section 21080.25, subdivision (b), which includes projects that would improve customer information and wayfinding for transit riders (subdivision (b)(2)) and the maintenance, repair, relocation replacement, or removal of any utility infrastructure associated with these types of projects (subdivision (b)(7), (8)). The Project is a state-of-the-art digital display at MTS's Gaslamp Trolley Station, located within the existing MTS right-of-way between the San Diego Convention Center and the Gaslamp Quarter, that will provide wayfinding information, promote transit services and generate additional revenue to support public transit operations within MTS's service area. Therefore, it is within the scope of projects subject to Public Resources Code section 21080.25(b)(2) and (7).

In compliance with the statutory exemption criteria in Public Resources Code section 21080.25, subdivision (c), the Project would be carried out by MTS as the lead agency under CEQA by execution of a License Agreement for the construction and operation of the Project at MTS's Gaslamp Trolley Station subject to all terms and conditions therein, including payment of a license fee and dedication of a minimum of 10% share of advertising display time which may be used for wayfinding and informational messaging such as transit schedules and special MTS promotions or emergency messaging, as needed, and which may not be sold to third parties. Therefore, MTS is carrying out the Project by executing a License Agreement for construction and operation.

Although "wayfinding" is not specifically defined in State law, the San Diego Municipal Code uses the term to mean signage displayed near the public right-of-way "that directs pedestrians and cyclists to nearby attractions and transit connections." (See SDMC § 143.1020(b)(7)(I).)

Here, the project will improve customer information and wayfinding for transit riders at MTS's Gaslamp Station by dedicating a minimum of 10 percent of display time (plus additional unsold display time) solely for wayfinding and informational messaging such as train schedules and special transit-ridership promotions, and will therefore meet the legislative purpose of improving mobility and connectivity by enhancing access to transit. This percentage is consistent with other digital wayfinding projects that use private advertising dollars to finance the wayfinding installation, maintenance and liability related to such devices instead of scarce public transit fare dollars, regardless of whether the wayfinding/advertising device is a smaller kiosk or a larger digital format like the one proposed at the Gaslamp station. The private advertising dollar method of enhancing transit wayfinding is just a different means of financing the same wayfinding function as a device paid for entirely by public transit dollars. Additionally, the project's revenue sharing will also provide reliable revenue to MTS to continue improving its transit system in accordance with its governing laws.

The Project would also be located within MTS's existing public right-of-way in the City of San Diego. Public Resources Code section 21071(a)(1) defines an "Urbanized area" as an incorporated city that has a population of at least 100,000 persons. The City of San Diego is an incorporated city that has a population of 1.382 according to the United States Census Bureau. Therefore, the Project is located in an urbanized area within an existing public right-of-way.

The Project would not add physical infrastructure that increases new automobile capacity on existing rights-of-way except for minor modifications needed for the efficient and safe movement of transit vehicles. The Project consists of construction and operation of an outdoor advertising structure and supporting structures, fixture connections, electrical supply and related equipment and accessories and will not increase new automobile capacity on existing rights-of-way.

The Project is proposed to be located at MTS's Gaslamp Trolley Station, located between the San Diego Convention Center and the Gaslamp Quarter and does not require demolition of any affordable housing units.

In compliance with the statutory exemption criteria in Public Resources Code section 21080.25, subdivision (d), the Project would be constructed by a skilled and trained workforce or, alternatively, under a project labor agreement. The construction contract for the Project will include an enforceable commitment to MTS that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. The staff-recommended action on this item includes certification that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.

The Project is also statutorily exempt under Public Resources Code section 21080(b)(11) and State CEQA Guidelines section 15275 as a project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities. The Supreme Court in *Napa Valley Wine Train, Inc. v. Public Utilities Com.* (1990) 50 Cal. 3d 370 found that the effect of the exemption is to permit the institution or increase of passenger service on land already burdened by a highway or rail right-of-way or easement for transportation purposes, so long as the right-of-way is already in use. Due to its improvement of the Gaslamp Station location and addition of passenger wayfinding improvements to the existing MTS transit use, the Project falls within this statutory exemption.

Additionally, the Project is categorically exempt under State CEQA Guidelines section 15303 (Class 3) because it consists of the construction and location of limited numbers of new, small facilities or structures. The Project consists of construction and operation of an outdoor advertising structure and supporting structures, fixture connections, electrical supply and related equipment and accessories, to be located within an urbanized area on premises not to exceed a total of 5,000 square feet. Within urbanized areas, the Class 3 categorical exemption applies by its terms to commercial structures of up to 10,000 square feet in floor area and accessory or appurtenant structures. Based on its size and location, the Project therefore falls within the Class 3 categorical exemption.

State CEQA Guidelines section 15311 (Class 11) also specifically exempts construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premise signs. The Project would also fall within this exemption as construction of an on-premise sign accessory to MTS's transit use.

Finally, State CEQA Guidelines section 15332 (Class 32) applies to projects characterized as in-fill development that is consistent with the applicable general plan designation and policies and zoning designation and regulations; occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; is on a site with no value as habitat for endangered,

rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality or water quality; and is on a site that can be adequately served by all required utilities and public services. Here, the Project meets the criteria for infill development.

None of exceptions to the categorical exemptions in State CEQA Guidelines section 15300.2 applies. The Project is not located in a particularly sensitive environment as the Project is located entirely within developed areas of downtown San Diego and all impact areas are within disturbed areas of the site. The cumulative impact of successive projects of the same type in the same place, over time is not significant, as no similar wayfinding and advertising structures of this scale are proposed within the MTS right-of-way in downtown San Diego. The Project will not result in any damage to scenic resources within a highway officially designated as a state scenic highway as it is not located within a designated state scenic highway. The Project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code. The Project will not cause a substantial adverse change in the significance of a historical resource. Although the Gaslamp Quarter is a designated historic district, the Project will not impact any designated contributing resources and will enhance the transit user and pedestrian experience within the historic district by providing wayfinding and transit information.

/S/ Sharon Cooney\_\_\_\_\_

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Gaslamp Trolley Station Digital Information Board License Agreement

**Gaslamp Quarter Trolley Station Digital Information Board  
LICENSE AGREEMENT**

This License Agreement (this “**Agreement**”) is dated this \_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), and entered into by and between the San Diego Metropolitan Transit System (“**MTS**”) and Big Outdoor Investments, LLC, a Texas limited liability company (“**Big Outdoor**”, together with MTS, the “**Parties**”, and each, individually, a “**Party**”).

WHEREAS, MTS owns and manages the Gaslamp Trolley Station property located in San Diego, California, comprised of the area marked as “9,222 SF” on Exhibit A attached hereto and incorporated for all purposes (the “**Property**”);

WHEREAS, the Gaslamp Trolley Station and the Property sit between the San Diego Convention Center located at 111 West Harbor Drive, San Diego, and the Gaslamp Quarter National Historic District, which is one of San Diego’s premier dining, shopping, and nightlife destinations;

WHEREAS, MTS desires to install a state-of-the-art digital display on the Property to provide wayfinding information, promote MTS’s transit services, and generate additional revenue to support public transit operations in MTS’s service area;

WHEREAS, Big Outdoor desires to install at the Property certain structures, including a digital display, as more particularly described herein;

WHEREAS, following Big Outdoor’s presentation of its proposal and the economic terms set forth herein, MTS posted said opportunity for review by the public on its website for thirty (30) days; and

WHEREAS, having received no other proposals on the matter, MTS has determined that the transaction set forth herein will benefit the MTS and the surrounding area;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MTS and Big Outdoor hereby agree as follows:

1. **Premises.**

(a) **License of Premises.** Subject to the terms and conditions set forth herein and for the Term set forth below in Section 2, MTS hereby licenses to Big Outdoor that portion of the Property generally described on Exhibit B attached hereto and incorporated herein for all purposes (the “**Premises**”). Said license shall be exclusive, non-revocable and non-terminable except as may be expressly provided in this Agreement. The Premises are licensed for the purpose of erecting, maintaining, operating, improving, supplementing, posting (whether physically on-premises or via remotely changeable off-premises technology as shall be available to Big Outdoor from time to time), painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, Big Outdoor’s imprint, supporting structures, fixture connections, electrical supply and connections, panels, signs, copy, server hardware and any other equipment and accessories related thereto (collectively, the “**Structures**”). The exact location of the Structures on the Premises will be mutually agreed upon by MTS and Big Outdoor during the planning process as set forth in Section 4(a) below. A description of the Structures is attached hereto as Exhibit C. During the Development Term, as defined below, MTS and Big Outdoor shall cooperate in good faith regarding the planning, final design and construction of the Structures to maximize compatibility and minimize environmental, traffic and other impacts on the abutting and adjacent uses. Prior to the Commencement Date as defined below, a detailed description and/or rendering(s) of the Premises

and Structures shall be incorporated into this Agreement, based on the final design of the Structures. In no case will the Premises exceed a total area of 5,000 square feet. After the Commencement Date as defined below, Big Outdoor may license the use of the Structures, or any portion thereof, for the display of off-premise advertising and other content thereon.

(b) Appurtenant Rights. This Agreement includes the right of Big Outdoor to use other portions of the Property and any neighboring property or right-of-way owned or controlled by MTS (or under common control with MTS) for Big Outdoor's installation, operation and maintenance of the Structures, ingress and egress and to provide power to illuminate, operate, and supply data to the Structures (it being agreed that Big Outdoor is granted an easement over, under and/or above the Property to run electric and data lines and facilities). The City of San Diego (the "**City**") owns Gaslamp Square Park comprising the areas marked as "1,788 SF" and "1,667 SF" on Exhibit A hereto (the "**Park Property**"). To the extent Big Outdoor may need ingress and egress over or other rights with respect to use of the Park Property in connection with its activities contemplated herein, MTS agrees to reasonably cooperate with Big Outdoor in obtaining any permits it may need from the City in connection with same and/or to allow Big Outdoor to benefit from the rights of MTS under the City of San Diego Special Use Permit entered into between the City, MTS, and Bricehouse Station LLC, a California limited liability company ("**Bricehouse**") effective as of July 15, 2022 (MTS Doc. No. G2648.0-23) or any successor thereto, all to the extent permitted by law.

(c) Digital Messaging Rules. The display on the Structures may run each day from 6:00 A.M. to 12:00 A.M. the following day, or other operational hours mutually agreed upon by Big Outdoor and MTS, and shall contain programmable content. Full motion advertising content shall be limited to the hours of 6:00 A.M. to 11:00 P.M. Digital static advertising content may run each day for the full display time. All content must comply with MTS Board Policy 21 – MTS Revenue-Generating Display Advertising, Concessions, and Merchandise attached hereto as Exhibit D (the "**Policy**"). MTS and Big Outdoor will mutually agree on a process to review advertising content for compliance with the Policy. Notwithstanding the foregoing, the following exceptions to the Policy are hereby approved by MTS, solely as it relates to the Structures and this Agreement:

(i) The prohibition on advertisements promoting the use or ingestion of or offering in commerce the sale of alcohol set forth in Section 21.3(j) of the Policy shall not apply to content displayed on the Structures. All other prohibited content referenced in Section 21.3(j) of the Policy shall continue in effect.

(ii) MTS approval of the final design of the Structures following the design review process set forth in Section 4(a) below shall be deemed to satisfy and/or waive the requirements of Section 21.6.1. of the Policy.

(iii) Section 21.4.1. of the Policy requiring that advertising industry standard sizes be used for advertising treatments shall not apply to the Structures.

(iv) Because the Structures will be located on MTS owned Property and do not involve the display of advertising on bus stop shelters or benches, the Parties acknowledge and agree that the City of San Diego policy included as Attachment A to the Policy shall not apply to the Structures.

(d) MTS Right to Digital Display Time. MTS shall have the right to a minimum Ten Percent (10%) share of voice of display time on the Structures. For example, if content is displayed on a one-minute loop, with each section of content displaying for six seconds each, MTS shall have a right to one (1) six second slot on such loop. MTS's display time may be used for wayfinding and informational messaging such as transit schedules and special promotions (e.g., free ride days); provided in no event may such display time be sold to third parties. Any such content shall be developed and produced at MTS's sole cost and expense. MTS will promptly provide scheduling information and any such content to Big Outdoor in advance of such content's anticipated display time for service to the Structures in a form reasonably requested by Big Outdoor (and in most cases

will provide content no less than five (5) business days prior to display; provided that such delivery timeline shall not apply in the case of emergencies or other exigent circumstances such as use by the San Diego Police Department and Office of Emergency Services described in the last sentence of this Section 1(d) or communications regarding MTS service disruptions). Additionally, Big Outdoor shall make good faith efforts to work with MTS and community organizations to use unsold display time on the Structures in order to display the above described informational messaging and/or community content such as local art initiatives and community messages. Display time on the Structures shall also be available to the San Diego Police Department and Office of Emergency Services for emergency messaging (e.g., AMBER alerts and inclement weather notices) on an as needed basis.

(e) Rights of First Refusal. Big Outdoor acknowledges that, as of the Effective Date, Bricehouse has certain rights to the marketing and management of special events at the Property under its Master Concessionaire contract with MTS, as amended and in effect as of the Effective Date (the “**Concessionaire Contract**”), and that a new contract may be awarded by MTS to continue Concessionaire Contract services upon expiration of the Concessionaire Contract. Upon delivery of reasonable prior written notice to Big Outdoor from either MTS or Bricehouse (or Bricehouse’s successor-in-interest to the Concessionaire Contract (collectively referred to as “**Bricehouse**”) that any brand has a right of first refusal (each, a “**ROFR Brand**”) with respect to advertising at the Property during the occurrence of any large-scale event at the San Diego Convention Center (i.e., Comic-Con), Big Outdoor shall provide such brand a right of first refusal to the display of advertising on the Structures during such event. A brand shall only be a ROFR Brand if such brand is also having an event at the Property and/or the Park Property during the course of said large-scale event at the San Diego Convention Center.

(i) Prior to selling display time on the Structures during such event to any other advertiser, Big Outdoor shall deliver to MTS (or any Bricehouse or ROFR Brand representative designated in writing for such purpose by MTS) notice of the terms on which Big Outdoor intends to sell display time on the Structures during said event. Said notice from Big Outdoor to MTS may not be provided more than six months in advance of such event.

(ii) MTS (or the designated Bricehouse or ROFR Brand representative, if applicable) shall have ten (10) business days to exercise the right of first refusal and contract with Big Outdoor for the purchase of display time on the Structures during the given event period. Big Outdoor acknowledges that, as of the Effective Date, NBC is a ROFR Brand with respect to Comic-Con.

(iii) In no event shall Big Outdoor be required to provide display time on the Structures to any ROFR Brand without market remuneration for such time.

(iv) At the time of execution of this Agreement, the parties recognize that only one large-scale event triggers this ROFR right (Comic-Con); however, MTS shall have the right, upon six months advance notice to Big Outdoor, to add up to two additional large-scale events with ROFR rights.

(f) Ambush Marketing Prohibition. Due to significant economic impact, including the generation of transient occupancy tax and sales tax created by conventions, meetings, and other events at the Convention Center, it is mutually beneficial to Big Outdoor and MTS to prohibit Ambush Marketing (hereinafter defined) on the Structures. “Ambush Marketing” shall mean any promotional strategy whereby a non-sponsor or non-exhibitor attempts to associate or capitalize in any manner whatsoever on the popularity or prestige of an event held within the Convention Center or within the City’s Gaslamp Quarter Business Improvement District, East Village Business Improvement District or Ballpark District by giving a false impression that such non-sponsor or non-exhibitor is an authorized sponsor or exhibitor of the event. In determining whether content may be considered Ambush Marketing Big Outdoor shall be entitled to rely on any list of sponsors and exhibitors for an event provided to Big Outdoor in writing by Bricehouse or MTS, or, if no such list is provided, then



Big Outdoor shall be entitled to rely on those sponsors and exhibitors listed on any official website of such event.

2. **Term.** The “**Development Term**” of this Agreement shall commence on the Effective Date and shall expire on the commencement of the Initial Term (hereinafter defined). The “**Initial Term**” of this Agreement shall commence on the first day of the month following the date construction of all the Structures is complete, including illumination and connections for electric and data service thereto and same are fully operational according to industry standards (such first day of the month being the “**Commencement Date**”) and continue through, and including, the last day of the calendar month immediately preceding the twentieth (20<sup>th</sup>) anniversary of the Commencement Date. Upon the occurrence of the Commencement Date, MTS and Big Outdoor shall enter into a Commencement Date Agreement substantially in the form attached hereto as Exhibit E and made a part hereof. A “**License Year**” shall be each twelve (12) month period (or any portion of such period, as applicable) during the Term commencing on the Commencement Date and any anniversary thereof. Big Outdoor shall have the right and option to extend the term of this Agreement for two (2) separate consecutive renewal terms of five (5) years each (the “**Renewal Term**” or “**Renewal Terms**”, as appropriate, together with the Development Term and Initial Term, the “**Term**”), the Renewal Terms to begin upon the expiration of the Initial Term or prior Renewal Term. All of the terms, provisions and covenants of this Agreement shall apply to each of the Renewal Terms. Big Outdoor shall exercise each option with written notice of its election to renew no later than sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, Big Outdoor shall have no right to exercise its option with respect to either Renewal Term if Big Outdoor is not in compliance with Section 5(d) below, or otherwise not in good standing under this Agreement.

3. **License Fee and Negotiation Fee.**

(a) Defined terms used in this Section 3 are as follows:

(i) The “**Applicable Percentage**” means

(A) from the Commencement Date through the earlier to occur of (x) the Recoup Date (hereinafter defined), or (y) the last day of the third (3<sup>rd</sup>) License Year, Fifty-Five Percent (55%);

(B) from the earlier of the two dates set forth in Section 3(a)(i)(A) above through the last day of the eighth (8<sup>th</sup>) License Year, Sixty Percent (60%); and

(C) from the first day of the ninth (9<sup>th</sup>) License Year through the remainder of the Term including Renewal Terms, Sixty-Five Percent (65%).

(ii) “**Gross Revenues**” means total advertising revenue actually received and collected by Big Outdoor as a result of its sale of advertising displayed on the Structures.

(iii) The “**Minimum Annual Guaranteed License Fee**” or “**MAG**” for the first License Year shall be Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) escalating Two Percent (2%) annually on each anniversary of the Commencement Date as set forth below (prorated as applicable for any partial month or year occurring during the Term):

<u>License Year</u>	<u>Minimum Annual Guaranteed License Fee</u>	<u>Monthly MAG Payment</u>
1	\$650,000.00	\$54,166.67
2	\$663,000.00	\$55,250.00

<u>License Year</u>	<u>Minimum Annual Guaranteed License Fee</u>	<u>Monthly MAG Payment</u>
3	\$676,260.00	\$56,355.00
4	\$689,785.20	\$57,482.10
5	\$703,580.90	\$58,631.74
6	\$717,652.52	\$59,804.38
7	\$732,005.57	\$61,000.46
8	\$746,645.68	\$62,220.47
9	\$761,578.60	\$63,464.88
10	\$776,810.17	\$64,734.18
11	\$792,346.37	\$66,028.86
12	\$808,193.30	\$67,349.44
13	\$824,357.17	\$68,696.43
14	\$840,844.31	\$70,070.36
15	\$857,661.20	\$71,471.77
16	\$874,814.42	\$72,901.20
17	\$892,310.71	\$74,359.23
18	\$910,156.92	\$75,846.41
19	\$928,360.06	\$77,363.34
20	\$946,927.26	\$78,910.61
Renewal Terms (if applicable)		
<u>License Year</u>	<u>Minimum Annual Guaranteed License Fee</u>	<u>Monthly MAG Payment</u>
1	\$965,865.81	\$80,488.82
2	\$985,183.12	\$82,098.59
3	\$1,004,886.78	\$83,740.57
4	\$1,024,984.52	\$85,415.38
5	\$1,045,484.21	\$87,123.68
6	\$1,066,383.89	\$88,865.32
7	\$1,087,721.77	\$90,643.48
8	\$1,109,476.21	\$92,456.35
9	\$1,131,665.73	\$94,305.48
10	\$1,154,299.04	\$96,191.59

(iv) The “**Recoup Date**” means the date that Big Outdoor has received and retained Net Revenues (45% of Gross Revenues) in an amount equal to the amount of capital expenses incurred in connection with the initial construction of the Structures, including, but not limited to, costs and expenses incurred in connection with the design, engineering, manufacturing, fabrication, installation and permitting thereof and any of MTS’s costs and expenses for which Big Outdoor may be responsible under this Agreement (collectively, the “**Capital Expenses**”). Following the occurrence of the Commencement Date, Big Outdoor shall provide to MTS reasonable detailed documentary evidence of the total amount of Capital Expenses, and the parties shall memorialize same on the Commencement Date Agreement contemplated by Section 2 above. For example, if Capital Expenses are in an amount equal to \$1,000,000.00, the Recoup Date shall be the date that Big Outdoor has received Net Revenues (45% of Gross Revenues) in an amount equal to the sum of \$1,000,000.00 attributable to the period commencing on the Commencement Date and ending on such Recoup Date. The foregoing is presented for example purposes only and

shall not be considered a projection, guarantee or estimate of the amount of Capital Expenses or Gross Revenues to be paid or received with respect to the Structures.

(b) Commencing on the Commencement Date and continuing through the remainder of the Term, in return for the rights granted herein, Big Outdoor shall pay to MTS a license fee in an aggregate amount equal to the greater of: (i) the Minimum Annual Guaranteed License Fee (paid in monthly installments of one-twelfth (1/12) of MAG as set forth in Section 3(a)(iii) above on the first of each calendar month during such period prorated as applicable for any partial month in the Term) and (ii) the Applicable Percentage of Gross Revenues for the same period (any revenue share due pursuant to the foregoing, if any, being the “**Shared Revenue License Fee**”, collectively with MAG, or each individually, as applicable, the “**License Fee**”). For example, if Gross Revenues for the first License Year are in an amount equal to \$2,000,000.00 (and assuming the Recoup Date has not yet occurred), then the total License Fee due for such twelve (12) month period shall be \$1,100,000.00 (being 55%, the Applicable Percentage, of Gross Revenues for such period, i.e., the greater of items (i) and (ii) above) with the Shared Revenue License Fee component of such amount being \$450,000.00 (i.e., item (ii) minus item (i) above). The foregoing is presented for example purposes only and shall not be considered a projection, guarantee or estimate of the amount of Gross Revenues or Shared Revenue License Fee to be paid or received with respect to the Structures.

(c) Within thirty (30) days following the end of each calendar month during the Term, Big Outdoor shall deliver to MTS a detailed and calculable statement of Gross Revenues, and deliver payment for the monthly MAG share due MTS, and, within forty-five (45) days following the end of each License Year, Big Outdoor shall deliver to MTS a detailed, auditable statement showing the calculation of Gross Revenues attributable to said License Year and setting forth the amount of the License Fee due MTS pursuant to Section 3(b) above, including the remaining amount due MTS (if applicable). Simultaneously with its delivery of the year-end statement, Big Outdoor shall pay to MTS any Shared Revenue License Fee due for such License Year. The statements and License Fee due under this Section 3 may be delivered to MTS at the address shown for same on the signature page to this Agreement or as otherwise directed by MTS in writing.

(d) Separate and apart from its obligation to pay the License Fee as provided herein, Big Outdoor shall pay MTS’s actual reasonable expenses relating to the negotiation and execution of this Agreement in a total amount not to exceed Thirty Thousand Dollars (\$30,000.00) (the “**Negotiation Fee**”). The purpose of the Negotiation Fee shall be to compensate MTS for its actual reasonable expenses incurred up to the Commencement Date. Big Outdoor shall remit payment in full to MTS within forty-five (45) days of receipt of an itemized invoice listing its actual reasonable costs relating to negotiation and execution of this Agreement as provided herein.

#### 4. **Design, Permitting, Ownership, and Removal of Structures.**

(a) Pursuant to California Public Utilities Code Section 120050(c)(1), the MTS is considered a rapid transit district for the purposes set forth in Section 53090 et seq. of the California Government Code. While under Section 53091(a) of the California Government Code “each local agency shall comply with all applicable building ordinances and zoning ordinances of the county or city in which the territory of the local agency is situated”, Section 53090(a) expressly excludes rapid transit districts from the definition of “local agency”. Accordingly, the Parties concur in their understanding that no zoning ordinance changes, sign permits or other permits or other governmental approvals shall be required from the City in connection with the installation and operation of the Structures. To the extent they may be necessary, if at all, Big Outdoor will use commercially reasonable efforts to apply for and pursue any permits or other governmental approvals required for installation and operation of the Structures, including but not limited to rights relating to installation of utilities and access for construction and/ or maintenance. MTS shall reasonably

cooperate with Big Outdoor in connection the foregoing and timely furnish all information in its possession or reasonably available to it as may be necessary in connection therewith.

While the project may not require a building permit, Big Outdoor shall design the project in accordance with local and state building codes, under the direction of professionals licensed by the state of California. Access to the site for design related work, survey, and geotechnical borings, shall be covered by the MTS ROE Permit (hereinafter defined) process set forth in Section 5(b) below. As design work progresses, plans shall be submitted to MTS for review and comment and when final, for MTS acceptance of design, and MTS shall not unreasonably deny or delay review of, comment on, or acceptance of any submitted plans and/or design. In lieu of City of San Diego Building Inspections, MTS shall have the right to inspect, at Big Outdoor's expense, all construction activities associated with the project. All costs associated with MTS design review and construction inspection up to a maximum of Twenty Thousand and No/100 Dollars (\$20,000.00) shall be covered by Big Outdoor, as set forth in the ROE Permit. MTS shall be responsible for all such costs in excess of the Twenty Thousand and No/100 Dollars (\$20,000.00) cap.

(b) Pursuant to its Board Policy 18 and Joint Development Program Manual, MTS shall act as the lead agency for purposes of the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("**CEQA**"). The Parties concur in their understanding that this Agreement and the installation and operation of the Structures is exempt from CEQA pursuant to one or more statutory and/ or categorical exemptions. MTS and Big Outdoor shall cooperate to file an appropriate Notice of Exemption documenting the applicable exemptions in accordance with the provisions of CEQA.

(c) Big Outdoor, at its sole cost and expense, shall construct the Structures in compliance with subdivision (d) of California Public Resources Code section 21080.25, which, pursuant to Senate Bill No. 922 approved by the Governor of the State of California and filed with the Secretary of State of the State of California on September 30, 2022, shall instead be subdivision (f) of California Public Resources Code section 21080.25 effective January 1, 2023.

(d) Big Outdoor, at its sole cost and expense, shall design, build and maintain the Structures in accordance with the terms and provisions of this Agreement, and Big Outdoor shall be responsible for the cost of all utilities attributable to the operation of the Structures. If, in Big Outdoor's reasonable discretion, it is commercially feasible for Big Outdoor to install a separate meter at the Property for such purpose, such utility costs shall be determined using such separate meter; provided, however, if no such separate meter is installed Big Outdoor shall reimburse MTS for such utility costs reasonably attributable to the operation of the Structures.

(e) Big Outdoor shall be the owner of the Structures and shall have the right but not the obligation to remove Big Outdoor's Structures upon the expiration or earlier termination of this Agreement, and Big Outdoor shall have up to one hundred twenty (120) days following such expiration or termination to remove the Structures. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed, and Big Outdoor shall otherwise restore the Property to the condition such Property was in prior to installation of the Structures, normal wear and tear, casualty, and condemnation excepted. Notwithstanding the foregoing, in the event MTS desires to retain the Structures, MTS shall deliver written notice to Big Outdoor of same no later than thirty (30) days prior to the end of the Term, in which case, Big Outdoor shall not remove the Structures, and all of Big Outdoor's right, title, and interest in and to the Structures shall transfer to MTS upon expiration or earlier termination of the Agreement; provided such transfer of ownership shall be AS IS without warranty or guarantee of condition.

5. **Maintenance and Construction of Structures.**

(a) Big Outdoor shall maintain, at its sole cost and expense, the Structures and appurtenances constructed pursuant to the terms of this Agreement and in compliance with all applicable laws, regulations, and commercially reasonable maintenance practices. In performing its maintenance obligations in accordance with this Section 5, Big Outdoor and/or its contractors, agents and assigns shall notify MTS seventy-two (72) hours prior, or other mutually agreed notice period, to any entry onto the Property for any purpose (except for emergency maintenance and repairs, in which case Big Outdoor shall notify MTS as soon as is possible under the circumstances). Big Outdoor will also comply with MTS's rules and regulations concerning use of and work within the Property, and the instructions of MTS's representatives in relation to the proper manner of protecting MTS's tracks and traffic moving thereon, pole lines, signals, and other property of MTS, or its tenants or licensees, at or in the vicinity of any maintenance work, and shall perform such work at such times as shall not endanger or interfere with safe and timely operation of MTS's track and other facilities; provided MTS shall provide such rules, regulations, and instructions, including those referenced in Section 5(b) below to Big Outdoor in writing whenever reasonably practicable and if such rules, regulations, and/or instructions are given orally same shall promptly be followed by written copies of such rules, regulations, and/or instruction.

(b) Right of Entry Permit. The exercise of any and all rights provided by this Agreement is subject to the requirement that Big Outdoor, Bricehouse, and/or its contractors and agents first obtain a Right of Entry Permit ("ROE Permit"), current standard form attached as Exhibit G (as may be periodically updated by MTS on reasonable prior written notice to Big Outdoor; provided such updates shall be reasonable in nature), from MTS prior to entry onto the Property for the construction or maintenance of the Structures. The ROE Permit requires that Big Outdoor, Bricehouse, and/or its contractors and agents procure and maintain in force at all times during the construction and maintenance of the Structures, appropriate insurance and indemnification responsibilities as set forth therein. MTS shall timely process any applications required to obtain the ROE Permits and shall not unreasonably deny or delay the issuance of such ROE Permit. Big Outdoor, Bricehouse, and/or their contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS's representatives in relation to the proper manner of protecting the railroad tracks and traffic moving thereon, catenary lines, pull lines, signals, and other property of MTS, or their respective tenants or licensees, during the period of construction and maintenance of the Structures and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the railroad track and other facilities.

(c) Durable Maintenance ROE Permit. Notwithstanding the foregoing, MTS hereby grants to Big Outdoor and Bricehouse a Durable Maintenance ROE Permit to allow Big Outdoor and Bricehouse to enter onto the Property for routine maintenance of the Structures, including, but not limited to, activities such as trash removal, cleaning of the Structures, and similar maintenance activities as more fully described in Exhibit F attached hereto. The Durable Maintenance ROE Permit shall remain effective throughout the Term of this Agreement and be subject to all of the terms of this Agreement, including but not limited to the indemnity and insurance provisions set forth in Section 10 below. Entry onto the MTS ROW shown on Exhibit A hereto by individuals or entities other than Big Outdoor or Bricehouse (such as contractors, agents, and non-Big Outdoor or Bricehouse employees) or entry onto the MTS ROW by Big Outdoor or Bricehouse for work other than the maintenance activities as described above, shall require a separate ROE Permit as specified in Section 5(b); provided such separate ROE Permit shall not be required if Big Outdoor agrees in writing to take responsibility for such third party under the insurance and indemnification provisions of the Agreement.

(d) No less than every ten (10) years from the Commencement Date, Big Outdoor shall update the digital signage technology of the Structures so that such technology conforms to generally

accepted standards in the out of home advertising industry for digital signage technology; provided, however, if at the time an update of the digital signage technology would otherwise be required pursuant to this Section 5(d), the existing digital signage technology of the Structures conforms to generally accepted standards in the out of home advertising industry for digital signage technology, then no update shall be required until the digital signage technology of the Structures fails to be in compliance with such generally accepted standards. Notwithstanding the foregoing, in no event shall Big Outdoor be required in any rolling ten (10) year period to spend an aggregate amount in excess of ten percent (10%) of the average gross annual advertising revenues received by Big Outdoor calculated over the same ten (10) year period on such upgrade(s) nor shall Big Outdoor be required to undertake any upgrades in the second Renewal Term, if applicable. In determining “generally accepted standards in the out of home advertising industry for digital signage technology”, Big Outdoor may provide reasonable evidence to MTS of the technology utilized and conditions of like Structures in the San Diego Designated Market Area (the “**SD DMA**”); provided that if the Parties cannot agree on such standards within thirty (30) days following Big Outdoor’s written notice to MTS thereof, each Party may appoint one expert in digital signage technology (such expert having no less than ten (10) years’ experience with digital signage technology) to make such determination together based on the technology utilized and conditions of like Structures in the SM DMA, and if the two experts cannot agree on same within thirty (30) days’ time, the two experts shall appoint a third expert to make such determination. Each Party shall bear the cost of their own expert, and the Parties shall split the cost of the third expert, if applicable.

#### 6. **Frustration of Purpose.**

(a) MTS and MTS’s tenants, licensees, franchisees, agents, employees, or other persons acting on MTS’s behalf, shall not place or maintain any object on the Property or any neighboring property or right-of-way owned or controlled by MTS (or under common control with MTS) which, in Big Outdoor’s sole opinion, would obstruct the view of the advertising copy on the Structures. If MTS fails to remove the obstruction within five (5) days after notice from Big Outdoor, Big Outdoor may in its sole discretion: (i) remove the obstruction at MTS’s expense, (ii) implement the process set forth in Section 6(d) below to reduce MAG in direct proportion to the loss suffered, or (iii) cancel this Agreement, remove any or all of Big Outdoor’s Structures, and receive any pre-paid License Fee. Big Outdoor may trim any trees and vegetation on the Property and on any neighboring property or right-of-way owned or controlled by the MTS (or under common control with MTS) as often as Big Outdoor in its sole discretion deems appropriate to prevent obstructions; provided, however, that a right of entry permit shall be obtained from MTS pursuant to Section 5(b) prior to any such work being commenced.

(b) Other than Big Outdoor’s use contemplated herein and Bricehouse’s use of the Property as of the Effective Date under the Concessionaire Contract (e.g. static advertising on fence or pole banners or 3x6 kiosks, or special events hosted at the Property provided such use shall not include any digital signage), MTS shall not permit the Property or any immediately adjacent property or right-of-way owned or controlled by MTS (or under common control with MTS) to be used for off-premise advertising or sponsorship. Without limitation of Big Outdoor’s rights under this Agreement, the Parties acknowledge that, during the Term, new opportunities may arise with respect to advertising at the Property, and MTS agrees that it shall offer Big Outdoor the first opportunity to participate in any new sponsorship or advertising media or modality implemented by MTS at the Property or any immediately adjacent property or right-of-way owned or controlled by MTS (or under common control with MTS) after the Effective Date.

(c) If, in Big Outdoor’s sole opinion: (i) the view of the Structures’ advertising copy becomes materially obstructed, (ii) internet, data, or electrical service is unavailable for operation of the Structures, (iii) the Property cannot safely be used or accessed for the construction, installation, or operation of the Structures for any reason, (iv) there is a material diversion, reduction or change

in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property, (v) Big Outdoor is unable to obtain or maintain any entitlement, permit, or other approval from any governmental or quasi-governmental entity that may be necessary for the construction, installation, and operation of the Structures as contemplated herein, or (vi) the Structures' use is prevented or restricted by law; then Big Outdoor may immediately at its option either: (A) implement the process set forth in Section 6(d) below to reduce MAG in direct proportion to the loss suffered; or (B) cancel this Agreement and receive any pre-paid License Fee.

(d) In the event of an occurrence set forth in Section 6(a) or (c) above that permits Big Outdoor to implement the MAG reduction process set forth herein, Big Outdoor shall deliver written notice to MTS of such occurrence (the "**Occurrence Notice**"). Promptly thereafter, MTS and Big Outdoor will negotiate in good faith on a fair reduction in MAG for any loss attributable to such occurrence. In negotiating such reduction, the Parties shall take into consideration any difference in average Gross Revenues preceding and following the applicable occurrence as well as media sales rates for like signage in the SD DMA compared to those rates Big Outdoor can evidence advertisers or other media buyers are willing to pay for time on the Structures following such occurrence (the "**Pricing Factors**"). However, if the Parties are unable to agree on such MAG reduction amount within thirty (30) days following MTS's receipt of the Occurrence Notice then, Big Outdoor shall thereafter notify MTS of Big Outdoor's choice of an appraiser to determine an appropriate MAG reduction amount. MTS shall then have thirty (30) days within which to notify Big Outdoor in writing that it either agrees to have the MAG reduction amount determined by Big Outdoor's designated appraiser or to designate a second appraiser. Once the appraiser is agreed upon, or the second appraiser is designated, as the case may be, the MAG reduction amount shall promptly thereafter be determined by the appraiser(s) taking into consideration the Pricing Factors. Should there be two determinations and should they differ by ten percent (10%) or more, then the two appraisers shall designate a third appraiser to make the determination. The appraisers shall be MAI certified with experience in the valuation of outdoor advertising assets. If (i) the third appraiser is not required, but the two appraisers have not agreed, or (ii) the two appraisers cannot agree on a third appraiser, then, in either case, the MAG reduction amount shall be the average of the two determinations. Each Party shall bear the cost of its appraiser and the cost of any third appraiser shall be shared equally. Any determination regarding a MAG reduction shall be applied as of the date of the applicable occurrence (retroactively, if applicable).

7. **Condemnation.** If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Big Outdoor shall have the right to relocate the Structures on MTS's remaining property (exact site must be mutually agreed to by both MTS and Big Outdoor) or to terminate this Agreement upon not less than thirty (30) days' notice and to receive any pre-paid License Fee. Big Outdoor shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of Big Outdoor's Structures, Big Outdoor's interest in this Agreement, and/or relocation assistance. MTS shall assert no rights in such interests. If condemnation proceedings are initiated, MTS shall use its best efforts to include Big Outdoor as a party thereto. No right of termination set forth anywhere in this Agreement may be exercised by MTS prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

8. **Warranty of Title and Quiet Enjoyment.** MTS represents that it is the owner of the Property and has the authority to enter into this Agreement and to grant Big Outdoor free access to the Premises and Property to perform all acts necessary to exercise its rights pursuant to this Agreement. MTS is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions or agreements affecting the Premises or the Property that prohibit the erection, posting, painting, illumination, operation, or maintenance of the Structures as set forth herein. MTS further represents and warrants that Big Outdoor, on paying the License Fee and

performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term, without any hindrance, molestation, or ejection by MTS, its successors or assigns, or those claiming by, through, or under them. MTS hereby represents and warrants that no rights are in effect between any other third party and MTS that would interfere with MTS's ability and right to enter into this Agreement.

9. **Covenant to Defend.** Big Outdoor acknowledges that MTS is a "public entity" and/or "public agency" as defined under applicable California law. Therefore, MTS must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public entity and/or public agency, MTS's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. Big Outdoor assumes the risk of delays and damages that may result to Big Outdoor from any third-party legal actions related to MTS's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by MTS is determined to have occurred. If a third-party files a legal action regarding MTS's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, MTS may terminate this Agreement on thirty (30) days written notice to Big Outdoor of MTS's intent to terminate this Agreement, referencing this Section 9, without any further obligation to perform the terms of this Agreement and without any liability to Big Outdoor resulting from such termination, unless Big Outdoor unconditionally agrees to indemnify and defend MTS, with legal counsel reasonably acceptable to MTS, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of MTS's notice of intent to terminate this Agreement, as provided in the preceding sentence, Big Outdoor may offer to defend MTS, with legal counsel reasonably acceptable to MTS, in the third-party legal action and pay all of the court costs, reasonable attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from Big Outdoor must be in writing and reasonably acceptable to MTS in both form and substance. Nothing contained in this Section 9 shall be deemed or construed to be an express or implied admission that MTS is liable to Big Outdoor or any other person or entity for damages alleged from any alleged or established failure of MTS to comply with any statute, including, without limitation, CEQA. For the avoidance of doubt, Big Outdoor shall have no obligation to commence or continue designing, permitting, fabricating, constructing, or installing the Structures for any period such third-party legal action remains unresolved.

10. **Indemnification and Insurance.**

(a) BIG OUTDOOR SHALL INDEMNIFY, DEFEND WITH COUNSEL REASONABLY ACCEPTABLE TO MTS, AND HOLD EACH OF MTS AND ITS MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY DAMAGE TO PROPERTY OR INJURY (INCLUDING DEATH) TO THIRD PERSONS CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF BIG OUTDOOR, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. MTS SHALL INDEMNIFY, DEFEND WITH COUNSEL REASONABLY ACCEPTABLE TO BIG OUTDOOR, AND HOLD EACH OF BIG OUTDOOR AND ITS AFFILIATES, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS HARMLESS FROM AND AGAINST ANY DAMAGE TO PROPERTY OR INJURY (INCLUDING DEATH) TO THIRD PERSONS (I) CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF MTS, ITS EMPLOYEES, AGENTS OR CONTRACTORS, OR (II) ARISING OUT OF MTS TRANSPORTATION OPERATIONS. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE INDEMNIFICATIONS SET FORTH HEREIN ARE NOT INTENDED TO EXTEND TO DIRECT CLAIMS BETWEEN THE PARTIES.



(b) During the construction period, Big Outdoor and/or its construction contractor and subcontractors, at its sole cost and expense, shall maintain the insurance required by MTS's then current ROE Permit process, as contemplated in Section 5(b).

(c) Upon commencement of the Initial Term, and thereafter during the remaining term of this Agreement, Big Outdoor shall maintain the following insurance:

(i) Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 (or a substantially equivalent form) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or a substantially equivalent form) or the general aggregate limit shall be twice the required occurrence limit.

Upon request by MTS, Big Outdoor shall provide satisfactory evidence that it meets the insurance requirements of this Agreement

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego Transit Corporation (SDTC), and their directors, officers, agents, employees and volunteers as additional insureds as their interests may appear.

Big Outdoor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

(ii) Automobile Liability. Big Outdoor shall maintain ISO Form Number CA 00 01 (or a substantially equivalent form) covering any auto (Code 1), or if Big Outdoor has no owned Autos non-owned and hired (Codes, 8 and 9) with limits of no less than \$2 million. Upon request by MTS, Big Outdoor shall provide satisfactory evidence that it meets the insurance requirements of this Agreement.

(iii) Professional Liability (Media Liability Errors and Omissions): Insurance appropriate to the Big Outdoor's operations, with limit no less than \$1 million per occurrence or claim, \$1 million aggregate.

(iv) Workers Compensation. Big Outdoor shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Property, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Big Outdoor shall provide employers' liability insurance in the amount of not less than one million dollars per accident for bodily injury and disease. By its signature hereunder, Big Outdoor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will

comply with such provisions in connection with any work performed on or in the Property. Any persons providing services with or on behalf of Big Outdoor shall be covered by workers' compensation (or qualified self-insurance.) Big Outdoor waives any rights of subrogation against MTS, SDTI, SDTC, SD&AE or any of their subsidiaries, and the policy form must permit and accept such waiver.

(v) Railroad Protective Insurance. If work will be conducted within 50 feet of the railroad tracks, Big Outdoor shall remove any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage for both the self-insured and excess policies or purchase a separate Railroad Protective Liability policy.

(vi) For any claims arising out of or connected with this Agreement regarding the maintenance of the Structures, and any negligent acts or omissions on the part of Big Outdoor, its Board of Directors, officers, agents, contractors, or employees, or Big Outdoor's operations or activities, Big Outdoor's insurance shall be primary insurance to MTS, SDTI, SDTC, SD&AE, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTI, SDTC, SD&AE, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. To the extent available from Big Outdoor's insurer(s), all policies and coverages shall contain a provision for 30 days written notice by the insurer(s) to the MTS Contracts Specialist of any cancellation or material reduction of coverage, and a ten-day notice is required for non-payment of premium.

(vii) Big Outdoor shall ensure that every contractor or subcontractor retained to perform maintenance on the Project, who enters upon, uses, or performs any work upon the Property by or on behalf of Big Outdoor shall provide to MTS evidence of insurance consistent with the above requirements (excepting media professional liability), or the applicable ROE Permit coverage and limits, whichever is higher.

(viii) As it relates to MTS's indemnification obligations set forth in Section 10(a), MTS warrants that it maintains similar or equivalent insurance to the requirements set forth above, through a program of self-insurance and insurance. For any claims arising out of or connected with any damage to property or injury (including death) to third persons (i) caused by the negligence or misconduct of MTS, its employees, agents or contractors, or (ii) arising out of MTS transportation operations, MTS's insurance shall be primary insurance to Big Outdoor and its directors, officers, employees, contractors, or agents. Any insurance, self-insurance or other coverage maintained by Big Outdoor, and its directors, officers, employees, or agents shall not contribute to it.

(ix) Other Conditions.

Waiver of Subrogation - Big Outdoor hereby grants to MTS a waiver of any right to subrogation which any insurer of Big Outdoor may acquire against MTS by virtue of the payment of any loss under such insurance. Big Outdoor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not MTS has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions - Self-insured retentions (SIR) must be declared to and approved by MTS. MTS may require Big Outdoor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to

provide, that the self-insured retention may be satisfied by either the named insured or MTS. The CGL and any policies, including excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000.00 unless approved in writing by MTS. Any and all deductibles and SIRs shall be the sole responsibility of Big Outdoor or its subcontractor who procured such insurance and shall not apply to the indemnified or additional insured parties. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. MTS reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the MTS.

Claims Made Policies - If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage – Big Outdoor shall furnish MTS with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by MTS before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Big Outdoor's obligation to provide them. MTS reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. **Events of Default.**

(a) Each of the following occurrences shall constitute an "**Event of Default**":

(i) Big Outdoor fails to pay any portion of the License Fee due within five (5) business days after MTS delivers notice to Big Outdoor that the same is past due; and

(ii) Except as otherwise provided in subparagraph (a)(i) above, the material failure by either Party hereto to perform, comply with or observe any other agreement or obligation of such Party under this Agreement within thirty (30) days after the non-defaulting Party has delivered notice to the allegedly defaulting Party of such failure which notice shall specify in detail what is reasonably expected of the allegedly defaulting Party in order to cure such failure; provided, however, if such failure cannot reasonably be cured within such 30-day period, but the allegedly defaulting Party commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such curative period shall be extended for so long as is reasonably required to complete such cure.

(b) Upon the occurrence of any Event of Default by a Party, in addition to all other rights and remedies afforded hereunder by law or equity, the other Party may terminate this Agreement by giving the allegedly defaulting Party written notice thereof at any time prior to the cure of such Event of Default.

## 12. **Miscellaneous Provisions.**

(a) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Except as expressly set forth herein, the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns. MTS agrees not to assign this Agreement to any competitor of Big Outdoor without Big Outdoor's written permission. Big Outdoor shall not assign its interest and obligations under this Agreement to a non-affiliated party without MTS's written permission. If ownership of MTS's interest in the Property changes during the Term, MTS shall promptly notify Big Outdoor of such change, and this Agreement shall run with the land. Prior to transferring ownership of its interest in the Property, MTS shall furnish the new owner with a copy of this Agreement. In no event shall MTS transfer the Property to any third party whose ownership of the Property would subject Big Outdoor's operation of the Structures to additional permitting or other governmental requirements or otherwise result in Big Outdoor's installation and operation of the Structures being in violation of applicable laws, rules, or regulations.

(b) Any notice to any Party under this Agreement shall be in writing sent by certified mail return receipt requested or reputable overnight courier to the address set forth below the Party's signature, and shall be effective on the earlier of (i) the date when delivered and receipted for by a person at the address specified within this Agreement, or (ii) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such Party to the other Party hereto prior to the notice being delivered.

(c) If suit is brought (or arbitration instituted) or an attorney is retained by a Party because the other Party breached this Agreement, the prevailing Party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses actually incurred.

(d) This Agreement contains the entire agreement between the Parties relating to the subject matter herein. All prior proposals, discussions and writings by and among the Parties relating to the subject matter herein are superseded by this Agreement. This Agreement may not be amended unless such amendment is in writing and signed by duly authorized representatives of both Parties and recites specifically that it is an amendment to this Agreement. MTS hereby grants Big Outdoor all rights necessary to record a memorandum of this Agreement and Big Outdoor's rights hereunder without MTS's signature, including a limited power of attorney for such purpose. Big Outdoor acknowledges that MTS is a public entity subject to the provisions of the Public Records Act (California Government Code sections 6250 et seq.). However, except as required by law, MTS will not disclose trade secrets or proprietary financial information received from Big Outdoor, including, but not limited to, any financial information derived hereunder such as Gross Revenue statements which information Big Outdoor considers a trade secret and/or proprietary financial information that is exempted from disclosure under applicable law. The Parties agree that statements provided under Section 3(c) of this Agreement shall contain a cover page with the total Gross Revenues amount and License Fee due, which may be disclosed by MTS but that additional pages shall contain the detail required under Section 3(c) which detail is considered trade secrets or proprietary financial information and shall not be disclosed by MTS to the extent allowed by applicable law. Such agreement not to disclose shall survive the expiration or earlier termination of this Agreement.

(e) If either: (i) a court of competent jurisdiction holds that a material provision or requirement of this Agreement violates any applicable law, or (ii) a government agency with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates laws over which such department or agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severable provision; and (3) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable.

(f) This Agreement may be signed in counterparts and/or electronically (e.g., via DocuSign) and distributed via electronic copies (i.e., pdf) with the same force and effect as if all required signatures were contained in a single, original instrument.

(g) Each Party hereto represents and warrants to the other that:

(i) it has the full corporate or other organizational power and legal authority to enter into and perform this Agreement in accordance with its terms;

(ii) all necessary corporate or other organizational approvals for the execution, delivery, and performance by MTS of this Agreement have been obtained;

(iii) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and

(iv) the execution, delivery, and performance of this Agreement by MTS will not conflict with its articles of incorporation, operating agreement, by-laws, or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under any lease, agreement, commitment, or other instrument, or any order, judgment, or decree, to which such Party is a party or by which such Party is bound.

(h) No Party's delay or failure to exercise any right, power, or privilege under this Agreement or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any Event of Default hereunder or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege. No waiver shall be valid against any Party unless made in writing and signed by a duly authorized representative of the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(i) The validity, interpretation, construction, and performance of this Agreement shall be governed by the substantive laws of the State of California, to the extent not governed by federal law, without giving effect to the principles of conflict of laws of such State. The Parties acknowledge that jurisdiction exists and venue is proper in the Courts of California for any action brought under this Agreement.

(j) Each of the Parties hereto shall take or cause to be taken such further actions, execute, deliver, and file or cause to be executed, delivered and filed such further documents and instruments, and use their respective best efforts to obtain such consents (including regulatory approvals), as may be reasonably necessary or as may be reasonably requested in order to fully effectuate this Agreement.

(k) No member, official, or employee of MTS shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. Big Outdoor warrants that it has not paid or given, and will not pay or give, directly or indirectly, any MTS employee or official any money or other consideration at all, whether or not connected in any way with the subject matter of this Agreement. Further, Big Outdoor warrants that it has no knowledge of any financial interest of any MTS employee or official in Big Outdoor, directly or indirectly, or in any person or entity affiliated with Big Outdoor, or in any transaction in which Big Outdoor have been involved.

(l) Each Party hereto acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against the other.

(m) Big Outdoor acknowledges that this Agreement shall not be effective until approved by the MTS Board of Directors and executed by the MTS Chief Executive Officer or designee.

*[Remainder of Page Intentionally Left Blank.  
Signatures on Following Page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date:

MTS:

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

By: \_\_\_\_\_  
Name: Sharon Cooney  
Title: Chief Executive Officer

Approved as to form:

By: \_\_\_\_\_  
Karen F. Landers  
General Counsel

Address for Notice:

Karen Landers, General Counsel  
San Diego Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101

Tax ID No.95-3041463

BIG OUTDOOR:

BIG OUTDOOR INVESTMENTS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notice:

3811 Turtle Creek Blvd, Ste 1200  
Dallas, Texas 75219  
Attn: Legal Department

EXHIBIT A

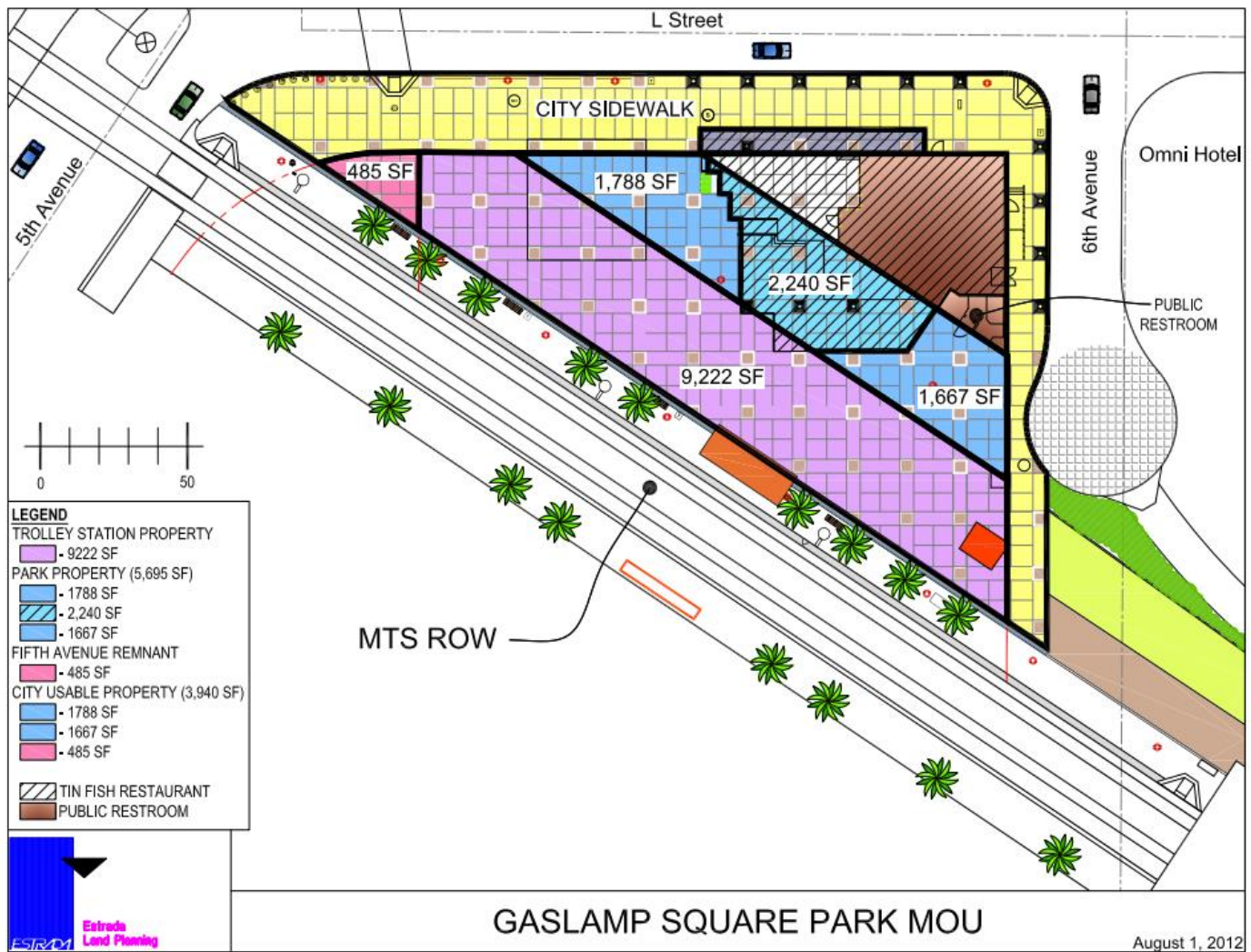




EXHIBIT B

DESCRIPTION OF THE PREMISES

No more than 5,000 square feet of land located on the “Trolley Station Property” identified on Exhibit A to the Agreement to which this Exhibit B is attached. As set forth in Section 1(a) of the Agreement, this description of the Premises shall be replaced with a detailed description and/or rendering(s) of the Premises following MTS’s approval thereof in accordance with the Agreement.

## EXHIBIT C

### DESCRIPTION OF THE STRUCTURES

A double-sided digital signage structure containing no less than 600 square feet of display area per side (anticipated displays to be approximately 20'x30' with the overall height of the Structures to be approximately 40-50 feet') located on the "Trolley Station Property" identified on Exhibit A to the Agreement to which this Exhibit C is attached.

As set forth in Section 1(a) of the Agreement, this description of the Structures shall be replaced with a detailed description and/or rendering(s) of the Premises following MTS's approval thereof in accordance with the Agreement. The exact size and scale of the Structures will be mutually agreed upon by Big Outdoor and MTS during the design review process set forth in Section 4(a).

EXHIBIT D

THE POLICY

[ATTACHED FOLLOWING THIS PAGE]



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

## Policies and Procedures

No. 21

SUBJECT:

Board Approval: 4/12/2018

MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND  
 MERCHANDISE

PURPOSE:

To establish a policy and guidelines concerning a revenue-generating advertising, concessions, and merchandise program encompassing trolley stations, San Diego Metropolitan Transit System (MTS) property and facilities, and selected printed materials.

Advertising on bus shelters and benches within the public rights-of-way shall be governed by the policies of the applicable jurisdiction. The City of San Diego policy is included as Attachment A.

BACKGROUND:

Public transit operators and administration agencies have historically utilized advertising, concessions, and merchandising programs to supplement operational and capital funds. A sound advertising and concessions program can be a viable, alternative income source while promoting transit use and ensuring rider convenience and safety. This policy advances the advertising program's revenue-generating objective while also prohibiting advertisements that could detract from that goal, such as by harming advertisement sales, reducing ridership or tarnishing's MTS's reputation. MTS's justifications for its advertising program and policy include:

- 1) Generating advertising revenue;
- 2) Increasing ridership by promoting MTS's services, programs and benefits;
- 3) Informing MTS riders of local, state or federal programs, services or benefits;
- 4) Preserving ridership by avoiding controversial content;
- 5) Preventing the risk of imposing controversial views on a captive audience;
- 6) Preserving the marketing potential of the advertising space by avoiding controversial content;
- 7) Maintaining a position of neutrality on matters of public debate; and
- 8) Reducing the risk of diversion of resources from transit operations that are caused by controversial content.



## POLICY:

It is the policy of MTS that advertising spaces on MTS property, which includes the exterior and interior of buses and light rail vehicles (LRVs), bus benches, bus shelters, related transportation facilities and selective printed materials, shall constitute a non-public forum subject to uniform viewpoint-neutral restrictions. This policy has been drafted to ensure a non-public forum status on its advertising spaces and MTS staff will accordingly enforce this policy with that intention.

The following guidelines will be reviewed by staff to reflect the current policies of the MTS Board of Directors and to reflect changes in the trends of social and economic acceptance and appropriateness of various forms of advertising and concessions.

#### 21.1 Advertising - Procedure

- 21.1.1 Safety, rider convenience, and information needs will take precedence over revenue generation.
- 21.1.2 Quantity, quality, and placement of all advertising will be controlled by and subject to the specific approval of MTS.
- 21.1.3 MTS reserves the right to reject any advertisement that does not meet the MTS Board of Director's standards as set forth in this policy.
- 21.1.4 Upon written demand by the Chief Executive Officer on stated grounds that shall be reasonable, any advertisement or other display deemed to be noncompliant with this policy shall immediately be removed. No refund shall be made for the time such objectionable material was on display.
- 21.1.5 MTS reserves the right to allow exceptions to the policy if MTS determines that application of the policy as written would likely be unconstitutional in any particular situation.

#### 21.2 Advertising - Permitted Content

The subject matter for all advertising materials displayed on MTS property shall be limited to Commercial Speech. Commercial Speech is speech that: does no more than propose a commercial transaction; or is an expression related solely to the economic interests of the speaker and its audience (e.g. promotes for sale, lease or other financial benefit a product, service, event or other property interest). Notwithstanding the above general rule requiring Commercial Speech, the following content are allowed:

- 21.2.1 MTS Operations Advertising that promotes MTS transit services, programs or products, including co-sponsorships with third parties that would increase ridership or otherwise support MTS's mission.
- 21.2.2 Public Service Advertisements from Local, State or Federal Governmental Agencies regarding public programs, public services and public events that are not otherwise prohibited under this Policy.

### 21.3 Advertising – Prohibited Content

No advertisement will be permitted that in whole or in part:

- a. intends to demean or disparage any individual, group, company, product or institution;
- b. contains false, deceptive or grossly misleading information;
- c. expresses or advocates an opinion, position or viewpoint on matters of public debate about economic, political, religious, social or moral issues;
- d. directly or indirectly refers to religion;
- e. is of a political or electoral nature;
- f. portrays, solicits or condones acts of violence, murder, sedition, terrorism, vandalism, or other unlawful acts against any individual, group, animal, company or institution;
- g. depicts nudity or portions of nudity that would be considered as pornographic, erotic or obscene. The rule of "public acceptance" should be used in such cases (i.e., if the advertisement has already gained public acceptance, then it may be considered as acceptable to MTS);
- h. contains messages or graphic representations of adult entertainment, such as escort services, adult telephone services, adult internet sites and other adult entertainment establishments;
- i. contains messages or graphic representations describing or suggesting explicit sexual acts, sexual organs, or excrement where such statements or words have as their purpose or effect of sexual arousal, gratification, or affront;
- j. promotes the use or ingestion of or offers in commerce the sale of alcohol, marijuana, tobacco, electronic smoking product or any other device that causes smoke, mist or vapor, firearms, or firearm-related products;
- k. condones any type of discrimination;
- l. contains profane language and/or appearance or suggestion of profane language;
- m. contains any material that is an infringement of copyright, trademark or service mark;
- n. implies or declares an endorsement of MTS of any service, product or point of view without written authorization from MTS;

- o. depicts unsafe transit behavior aboard buses, trolleys, rail line tracks or other transit facility;
- p. is reasonably foreseeable that it will result in harm to, disruption of, or interference with the normal operations of MTS's transportation system;
- q. conflicts with any applicable federal, state, or local law, statute, or ordinance;
- r. impedes vehicular or pedestrian traffic, restricts the visibility of directional/traffic signs and informational material, encroaches on necessary sight lines (e.g., driver/operator view of waiting patrons) or presents any other safety risks or hazards (e.g., flashing lights, sound makers, mirrors or other special effects);
- s. contains a website address or telephone number that directs visitors or callers to material that violates any of the prohibitions within this policy; or
- t. is mischaracterized as a commercial advertisement but upon examination is intended to distribute a non-commercial message.

#### 21.4 Advertising – General Conditions

- 21.4.1 Advertising industry standard sizes will be used for all advertising treatments.
- 21.4.2 Advertising treatments will be maintained in "like-new" condition. Damage to the advertisement or its housing will be corrected within forty-eight (48) hours.
- 21.4.3 All advertisements shall clearly identify the sponsor(s).

#### 21.5 Advertising - LRVs and Buses

- 21.5.1 LRVs and buses, may carry wrap advertising formats rather than conventional advertising formats, at the discretion of the Chief Executive Officer.
- 21.5.2 Transit information material may be placed inside LRVs and buses at the discretion of the Chief Executive Officer. Such information can include, in accordance with this policy, the promotion of regularly scheduled public transit routes that will serve major community events. The subject matter and proposed advertisement regarding such event must comply with the provisions set forth under this policy.
- 21.5.3 Super King and Mural formats are approved for acceptable use on buses. The size specification for the Super King is 226 inches x 30 inches and is placed between the front and rear wheel wells on the street side of the bus. Murals are defined as encompassing the space under the vehicle

passenger windows on each side of the bus and extending from the front of the bus to just past the rear wheel well.

#### 21.6 Advertising - Transit Centers, Major Transit Points, Stations, and Stops

21.6.1 Advertising treatments (housings) will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. MTS plan specifications will be followed wherever applicable. Advertising treatments will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.

21.6.2 Any unsold display advertising space within transit centers, major transit points, and stations will be allocated for MTS related advertisements and displays.

#### 21.7 Advertising - Printed Materials

21.7.1 Advertising space may be allowed in printed materials (e.g., timetables, maps, and informational brochures) at the discretion of the Chief Executive Officer.

21.7.2 Advertising space may be allowed on the reverse side of regional passes, tickets, and transfers at the discretion of the Chief Executive Officer.

21.7.3 No advertising space shall supersede necessary transit information and/or regulations.

21.7.4 At the discretion of the Chief Executive Officer, MTS may allocate space in printed materials to inform transit customers about private entities actively participating in transit services (e.g., pass and ticket-sales outlets).

#### 21.8 Concessions

21.8.1 Concession formats, quantity, and placement will be approved and controlled by the MTS Board of Directors.

21.8.2 Contracts for any concession format or related development will be awarded in accordance with existing MTS policies.

21.8.3 During hours of business, concessionaires will provide the public with transit information materials as directed and supplied by MTS or its designated representative.

21.8.4 Concession treatments/structures will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. MTS plan specifications will be followed wherever applicable. Concession treatments/structures will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.



21.8.5 Concession treatments/structures will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional signs and informational materials, and will not encroach on necessary sight lines.

21.8.6 Concessionaire contracts will include remittance to MTS on a monthly basis.

21.8.7 Any and all concession on-site signing and displays will be in accordance with existing MTS policies and subject to approval of the Chief Executive Officer.

21.9 Merchandise

21.9.1 Any and all system-related merchandise will be of the highest available quality and project a positive transit image.

21.9.2 Merchandise licensing agreements and royalty payments will be made in accordance with existing MTS policies.

21.10 Revenue

All revenue received from any form of advertising shall be accrued according to MTS policy and allocated during the annual budget process.

21.11 Contractor Services

MTS may engage contractor(s) services for the development, implementation, management, and maintenance of advertising, concessions, and/or merchandise programs in conformance with existing MTS Board of Directors policies and in the best interests of MTS.

Attachment A – City of San Diego Advertising Policy

Original Policy approved on 5/9/1983.

Policy revised on 6/6/1985.

Policy revised on 7/9/1987.

Policy revised on 6/23/1988.

Policy revised on 3/22/1990.

Policy revised on 3/14/1991.

Policy revised on 4/9/1992.

Policy revised on 5/12/1994.

Policy revised on 8/11/1994.

Policy revised on 6/22/1995.

Policy revised on 3/27/1997.

Policy revised on 6/11/1998.

Policy revised on 2/22/2001

Policy revised on 2/26/2004.

Policy revised on 12/10/2009.

Policy revised on 6/18/2015

Policy revised on 1/18/2018

Policy revised on 4/12/2018

ATTACHMENT A

MTS POLICY NO. 21

CITY OF SAN DIEGO  
ADVERTISING POLICY

Subject:

ADVERTISING ON BUS STOP SHELTERS AND BENCHES

Background:

The City of San Diego (City) entered into a Memorandum of Understanding (MOU) with the Metropolitan Transit Development Board (MTS), adopted July 25, 1988, and amended February 25, 1991, and June 21, 1999, authorizing MTS to install bus stop shelters and bus benches in public rights-of-way in the City. Pursuant to the MOU, MTS contracted with third parties for the construction, installation, and maintenance of the bus stop shelters and benches. In exchange, MTS's contractors receive the proceeds from the sale of advertising space on the shelters and benches.

MTS regulated the content of the advertising placed on the bus stop shelters and benches according to its Policies and Procedures No. 21. After advertising containing a religious message was removed pursuant to that policy, valid concerns were raised that the policy may violate due process and first amendment rights governing public speech.

Purpose:

It is the intent of the City Council to establish a policy governing advertising on bus stop shelters and benches in the public rights-of-way within the City that will be included by amendment in the MOU between the City and MTS, and administered by MTS.

It is the further intent of the City Council to prohibit advertising on bus stop shelters and benches of alcoholic beverages, tobacco products, and firearms in recognition of the fact that many public transit patrons are minors, that possession of these products by minors is illegal and dangerous, and that advertising is a persuasive medium for encouraging the use of these products by minors.

This policy applies only to advertising space located in designated areas on bus stop shelters and benches, as described in the MOU between the City and MTS.

Policy:

Advertising on Bus Stop Shelters and Benches:

1. In its agreement with its advertising contractors, MTS shall reserve the right to reject any advertisement, commercial or noncommercial, which does not meet the standards set forth in this policy.
2. All advertising posted on bus stop shelters and benches must conform to the following criteria:

- A. Defamatory Advertising. No advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
  - B. Advertising Condoning Criminal Conduct. No advertising will be permitted that is likely to incite or produce imminent unlawful activity.
  - C. Obscene Advertising. No advertising will be permitted that contains obscene matter or matter harmful to minors, as defined in California Penal Code Sections 311 and 313.
  - D. False Advertising. No advertisement will be permitted that contains false or grossly misleading information.
  - E. Alcohol, Tobacco, and Firearms. No advertisement will be permitted that promotes the sale of alcoholic beverages, tobacco or tobacco products, or firearms.
  - F. Existing Laws. All advertisements must conform to applicable federal, state, and local laws.
3. The City may make demand upon the Chief Executive Officer of MTS for the removal of any advertisement, commercial or noncommercial, that does not conform to this policy. Such demand shall be in writing and shall state reasonable grounds for the demand. MTS shall consider and act upon the demand in accordance with this policy.

EXHIBIT E

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the San Diego Metropolitan Transit System ("MTS"), and Big Outdoor Investments, LLC, a Texas limited liability company ("Big Outdoor").

WHEREAS, MTS and Big Outdoor entered into a License Agreement dated \_\_\_\_\_, 20\_\_ (together with any amendments thereto, the "License"); and

WHEREAS, it is the desire and intent of MTS and Big Outdoor to clearly define the terms of said License.

WHEREAS, capitalized terms used in this Agreement shall have the same meaning as those terms in the License unless otherwise defined herein

NOW, THEREFORE, it is agreed by and between MTS and Big Outdoor that:

1. The Commencement Date as such term is defined and used in the License is \_\_\_\_\_, 20\_\_.
2. The License Term shall terminate at 11:59 p.m., local time of the state in which the Premises are located, on \_\_\_\_\_, 20\_\_, subject to any renewal options set forth in the License.
3. Capital Expenses incurred by Big Outdoor for purposes of determining the Recoup Date are \$\_\_\_\_\_.

The License is now in full force and effect and all terms and conditions of the License are hereby ratified and confirmed.

IN WITNESS WHEREOF, MTS and Big Outdoor have executed this Agreement as of the day and year first above written.

MTS:

Big Outdoor:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BIG OUTDOOR INVESTMENTS, LLC, a Texas  
limited liability company

By: \_\_\_\_\_

Print Name:

Title:

Date:

By: \_\_\_\_\_

Print Name:

Title:

Date:

EXHIBIT F

Activities Allowed under Durable Maintenance ROE Permit pursuant to Section 5(c)

This list will be updated upon completion of construction of the Structure.

Routine Maintenance including:

- Power washing of area
- Graffiti removal
- Daily Monitoring of Structure condition

Big Outdoor shall work with MTS on scheduling maintenance that would occur outside of the daily routine items above in order to determine if a ROE Permit under Section 5(b) is required.

Note: Any high reach equipment or repair work within 15 ft of tracks would require an applicable ROE Permit under Section 5(b) and flaggers.

All routine maintenance activities shall meet the best maintenance practice requirements of MTS's stormwater compliance program. [final language to be updated]

EXHIBIT G

MTS Right of Entry Permit Template  
(in effect as of July 1, 2022)

## METROPOLITAN TRANSIT SYSTEM

## RIGHT OF ENTRY PERMIT

1. Permission is hereby granted by the San Diego Metropolitan Transit System (MTS), a California Public Agency (hereinafter called "MTS"), to ***[Insert Permittee Name]*** (hereinafter called "Permittee") to enter upon MTS and/or SD&AE property (as shown on the project site plans attached hereto and made a part thereof) for the purposes of ***[Insert description of approved activity], more particularly described in Exhibit A.***

This permission is granted with the understanding that the Permittee agrees to release MTS, SD&AE, and its contract operator(s) San Diego Trolley, Inc. (SDTI) and San Diego and Imperial Valley (SD&IV) Railroad from any liability arising out of Permittee's operations under this agreement. Furthermore, Permittee agrees to assume responsibility for any damages caused by reason of Permittee's operations under this agreement and will, at SD&AE's and/or MTS's option, either repair or pay for such damage.

2. Prior to beginning work, Permittee shall have provided MTS with satisfactory certification by a properly qualified representative of the Insurer(s) that the Permittee's insurance complies with this section.

Permittee shall include the MTS Document number and/or brief description of project including type of construction and location on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

MTS reserves the right to stop Permittee work in the event of material noncompliance with the insurance requirements outlined in this Section. MTS utilizes the services of a third party insurance monitoring company. Upon request, Permittee agrees to submit any required insurance policies to the third party monitoring company of MTS choosing.

#### A. COVERAGE REQUIRED - ALL PERMITS

##### (1) Liability

- (a) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Permittee agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Per Project Aggregate
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability

- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement as additional insureds the following entities including their directors, officers, agents, and employees as their interests may appear:

- San Diego Metropolitan Transit System (MTS)
  - San Diego Trolley, Inc. (SDTI),
  - San Diego and Arizona Eastern Railway (SD&AE),
  - San Diego and Imperial Valley Railroad (SD&IV), and
  - San Diego Transit Corporation (SDTC)
- (b) Automobile Liability. At all times during this contract, Permittee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.
- (c) Workers' Compensation/Employer Liability. At all times during this contract, Permittee agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)



(1) Railroad Protective or Equivalent  
REQUIRED

Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted from insurance policies by endorsement. Purchase separate Railroad Protective Liability Policy as deemed necessary by MTS.



(2) Pollution Liability  
REQUIRED

At all times during this contract, and for 24 months following, Permittee agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than 24 months.



☐ (3) Professional Liability

REQUIRED

At all times during this contract, and for 24 months following, Permittee agrees to maintain Professional Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than 24 months.

☒ (4) Primary and Non-Contributory Insurance

REQUIRED

Permittee agrees that all general liability coverages required under this insurance section are PRIMARY insurance and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

C. MINIMUM POLICY LIMITS REQUIRED

	Combined Single Limit (CSL)
Commercial General Liability (Per Occurrence)	<u>\$2,000,000</u>
General Aggregate	<u>\$4,000,000</u>
Automobile Liability	<u>\$2,000,000</u>
Worker's Compensation Employer's Liability	<u>\$1,000,000</u>

Additional Coverages (as indicated under Section B, Additional Coverages Required):

- ☒ B (1) Railroad Protective \$3,000,000 Per Occurrence/\$6,000,000 Aggregate
- ☐ B (2) Pollution Liability \$2,000,000 Per Occurrence/\$2,000,000 Aggregate
- ☐ B (3) Professional Liability \$1,000,000 Per Occurrence/\$2,000,000 Aggregate

D. POLICY PROVISION REQUIRED

All policies and coverages shall contain a provision for 30 days' written notice by the Insurer(s) to MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

E. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this agreement, including but not limited to the provisions concerning indemnification.

3. Permittee shall at all times, defend, indemnify, and save harmless MTS against, and pay in full, all loss, damage, or expense, including attorney's fees, that MTS may sustain, incur, or become liable for, resulting in any manner from Permittee's construction, maintenance, use, state of repair, or presence of Permittee's facilities and all necessary and proper fixtures and equipment for use in connection therewith, including any such loss, damage, or expense arising out of (a) loss of or damage to property and (b) injury to or death of persons, excepting any loss, damage, or expense and claims for loss, damage, or expense resulting from the negligence or willful act of MTS, its contractors, officers, agents, or employees.
4. The following condition(s) apply to all work:
- A. ☒ Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD&AE facilities with contract operator SDTI. Trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day.
  - B. ☒ Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work.
  - C. ☒ Permittee agrees that no work by itself or its authorized agent will interfere with Railroad/Trolley operations.
  - D. ☒ Permittee shall deposit with MTS the sum of **[Insert total permit fee] (\$XXXX.XX)** representing the total non-refundable permit fee in connection with the work. The total includes a seven hundred fifty dollar (\$750) application fee and [insert fee] (\$XXXX.XX) for estimated costs incurred per Section 4.J, excluding the costs for flagging and traction power removal, project consultant engineering oversight, plan review, inspection, and safety training.
  - E. ☒ Permittee shall notify and submit work plan in writing to MTS Right of Way Engineer at email: mtsrow@sdmts.com Tel. (619) 557-4520 for review and at least fifteen (15) business days prior to the date to start work to arrange preconstruction meeting, review work plan, procedures and possible facility conflicts in the vicinity of the proposed work. No work shall begin without holding the preconstruction meeting and approved work plan. Permittee shall provide written notice within 24 hours after completion of work.
  - F. ☒ Permittee shall obtain approval from MTS/SDTI upon completion of work that all facilities have been restored to original or better condition. Permittee shall submit in writing a notice of completion of work per Section 4.E when work is completed in the right-of-way.
  - G. ☒ Permittee shall maintain, at Permittee's expense, competent flagmen to protect and control movement of vehicles, public and equipment of Permittee while upon MTS's premises. Work that involves personnel or equipment within fifteen (15) feet of any active track, or as deemed necessary by SDTI Operations, must have an SDTI-supplied rail flagperson for the duration of the work. A Flagperson/Right-of-Way Work Request form must be submitted to SDTI a

minimum of three (3) business days prior to the beginning of work and will be billed directly to the Permittee by SDTI and is not included in the fee per Section 4.D.

- H. ☒ Permittee shall not store equipment, tools, and materials within fifteen (15) feet from any operable track. No vehicular crossing over MTS's tracks shall be installed or used by Permittee without prior written permission of MTS.
- I. ☒ Permittee shall remove all of Permittee's tools, equipment, and materials from railroad premises promptly upon completion of work, restoring railroad premises to the same state and condition as when Permittee entered thereon.
- J. ☒ Permittee shall reimburse MTS for all cost and expenses incurred by MTS in connection with the work, plan review and approval, and permit processing including without limitation the expense of project consultant oversight, furnishing such inspectors, watchmen, flagmen and as MTS deems necessary, and restoration of MTS's property to the same condition as when Permittee entered thereon, or a condition satisfactory to MTS's representative. MTS Rail Safety Training will be billed directly to the Permittee by MTS and is not included in the fee per Section 4.D.
- K. ☒ Permittee shall perform all work in accordance with applicable California Public Utilities Commission, OSHA regulations, MTS LRT and American Railway Engineering and Maintenance Association (AREMA) Design Criteria, MTS/SDTI rail operation procedures and safety policies. Reflective orange safety vest and hard hat shall be worn at all times within the right-of-way.
- L. ☒ A power shutdown may be necessary for the work. Permittee shall submit the attached Red Tag/Traction Power Removal Request form to SDTI at least three (3) business days prior to the start of work. Power shutdowns shall only be allowed during non-operating Trolley hours and will be billed directly to the Permittee by SDTI and is not included in the fee per Section 4.D.
- M. ☒ Permittee shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.
- N. ☒ Permittee shall provide MTS upon request with a set of as-built plans signed by a licensed engineer in the State of California and various project files submitted in electronic pdf file format within thirty (30) days of work acceptance by MTS.
- O. ☒ Permittee shall maintain a copy of the executed right of entry permit at the site during this work.

- P. ☒ Permittee shall contact and schedule at Permittee's expense Dig-Alert at Tel. (800) 422-4133 and Cable Pipe and Leak ("CPL") at Tel. (619) 873-1530 prior to any excavation in the Right of Way. Permittee shall notify MTS Right of Way Engineer and submit rail flagging request form three (3) business days prior to coordinate SDTI utility markout request. SDTI personnel shall accompany CPL for any markout of Trolley facilities.
- R. ☒ Permittee must comply with the most current version of the State's Construction General Permit, State Water Resources Control Board Order NPDES No. CAS000002, if applicable to the work and must install, implement, and maintain industry standard best management practices (BMPs) to minimize the discharge of pollutants to any municipal separate storm sewer system during all work authorized by this permit, including but not limited to BMPs in MTS's Construction BMP Manual.
- S. ☒ Permittee shall comply with the following special conditions:

[Insert any specific condition as applicable]

5. This permission is non-transferable and shall remain in force until **Month, Date Year**. MTS reserves the right to suspend and/or terminate this permission at any time.

SAN DIEGO  
METROPOLITAN TRANSIT SYSTEM

\_\_\_\_\_ Date \_\_\_\_\_

Sharon Cooney  
Chief Executive Officer

[INSERT PERMITTEE NAME]

\_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Permittee Name  
Address  
Phone  
Point of Contact

Attachment(s): Exhibit A-[Insert applicable supporting documents]  
MTS Application No. XX-ROE-XXXXXX

Exhibit A

# Gaslamp Trolley Station Digital Information Board

Executive Committee

December 1, 2022

# Background

- Non-fare revenue is an important part of the revenue portfolio for MTS
- MTS collects approximately \$15-\$20M annually in non-fare revenue over the past five years
  - Trolley and bus wraps
  - Shelters and benches
  - Naming rights agreements
  - And more
- Looking at creative ways to increase non-fare revenue to help close the \$37M budget deficit resulting from the pandemic



# Digital Information Board Discussions

- Big Outdoor made an unsolicited proposal to MTS about a digital information board at the Gaslamp Trolley Station property
- MTS staff brought this to the Board on July 29, 2021 as part of an analysis of non-fare revenue
- Board feedback was positive, so staff moved forward to notice the opportunity for 30 days on the MTS website.
  - No other notices of interest were received



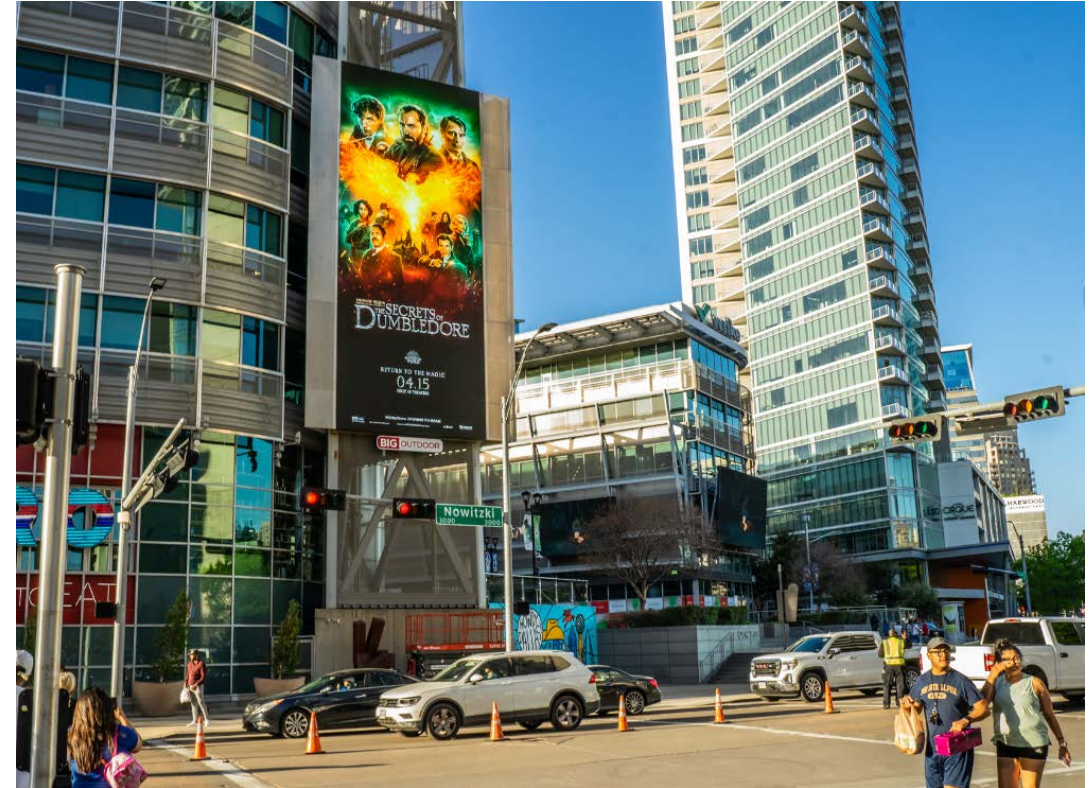


# About Big Outdoor

- Specializes in outdoor advertising industry
- Focus is on 11 different markets including Los Angeles, Chicago, San Francisco, San Diego, Atlanta, etc.
- Partnerships offer turnkey solution from concept to final installation
- Expertise in digital display technology, sign design and fabrication

**BIG**OUTDOOR

# Big Outdoor Work Samples



Dallas, Victory Park



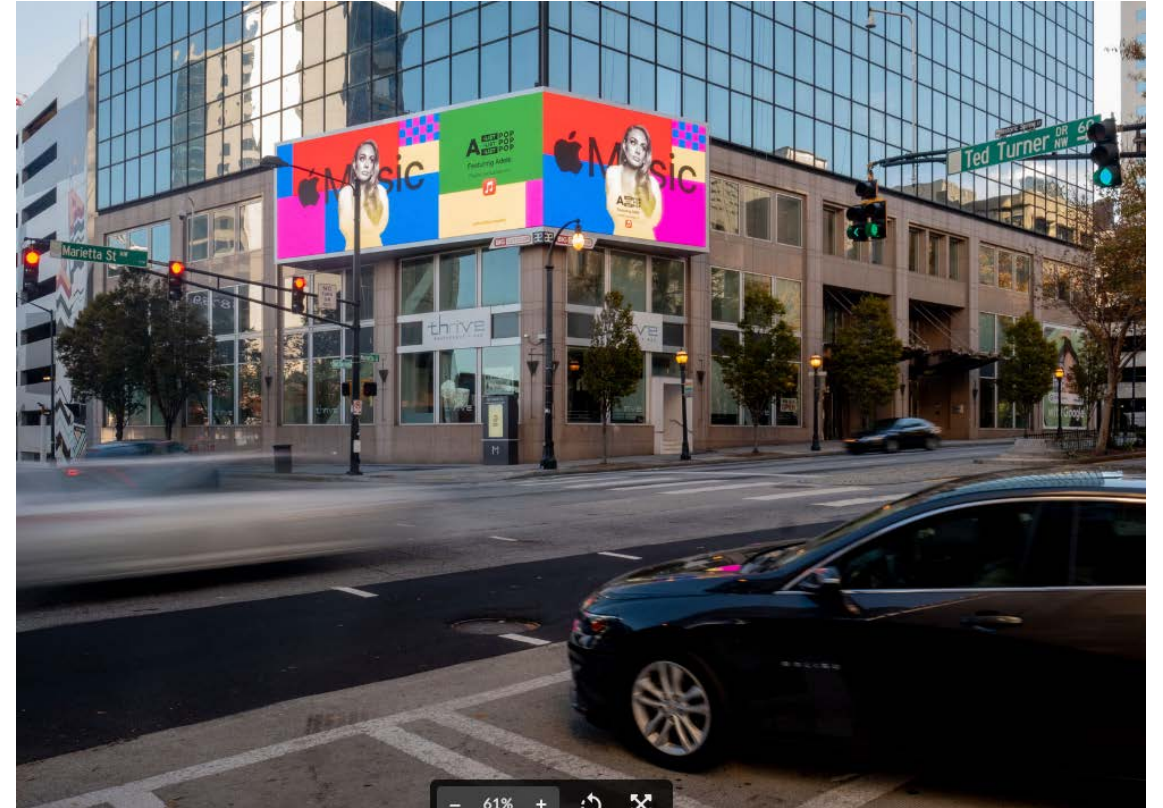
# Big Outdoor Work Samples



New York



# Big Outdoor Work Samples



Atlanta



# New Opportunity at Gaslamp Trolley Station



# License Agreement Research & Negotiations

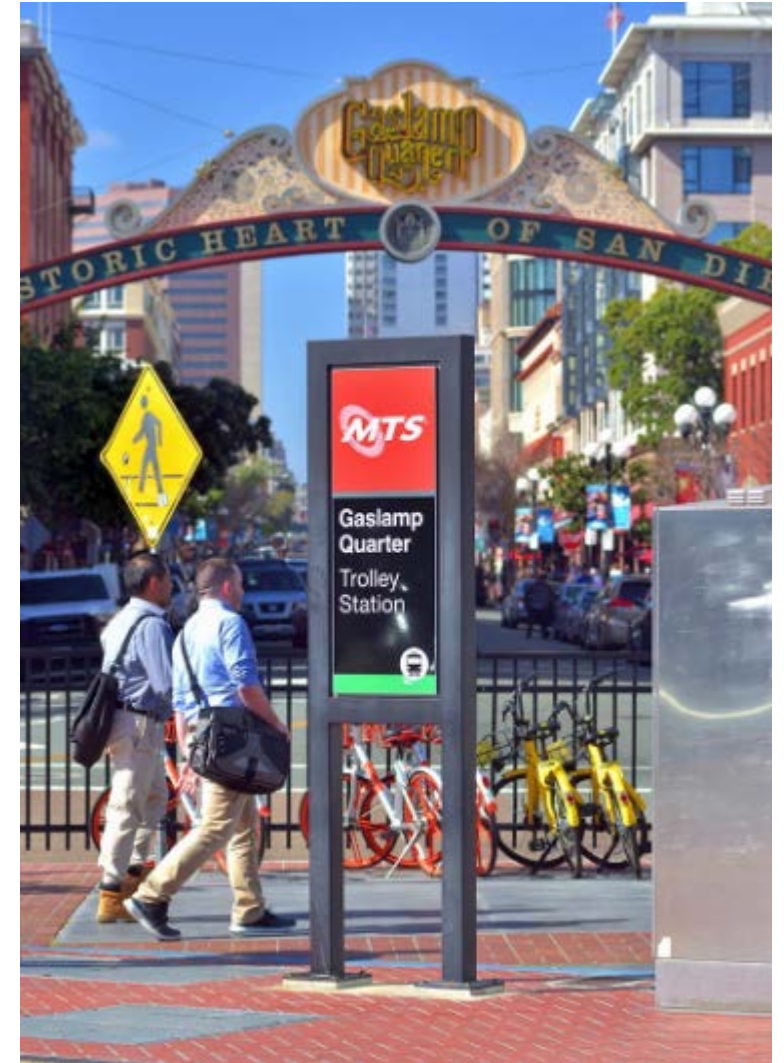
- Negotiations with Big Outdoor over the last 6-8 months
- Negotiating revenue terms
- Researching CEQA and other elements to project feasibility
- Understanding how this will fit within MTS Gaslamp Trolley property aesthetics
- Stakeholder outreach





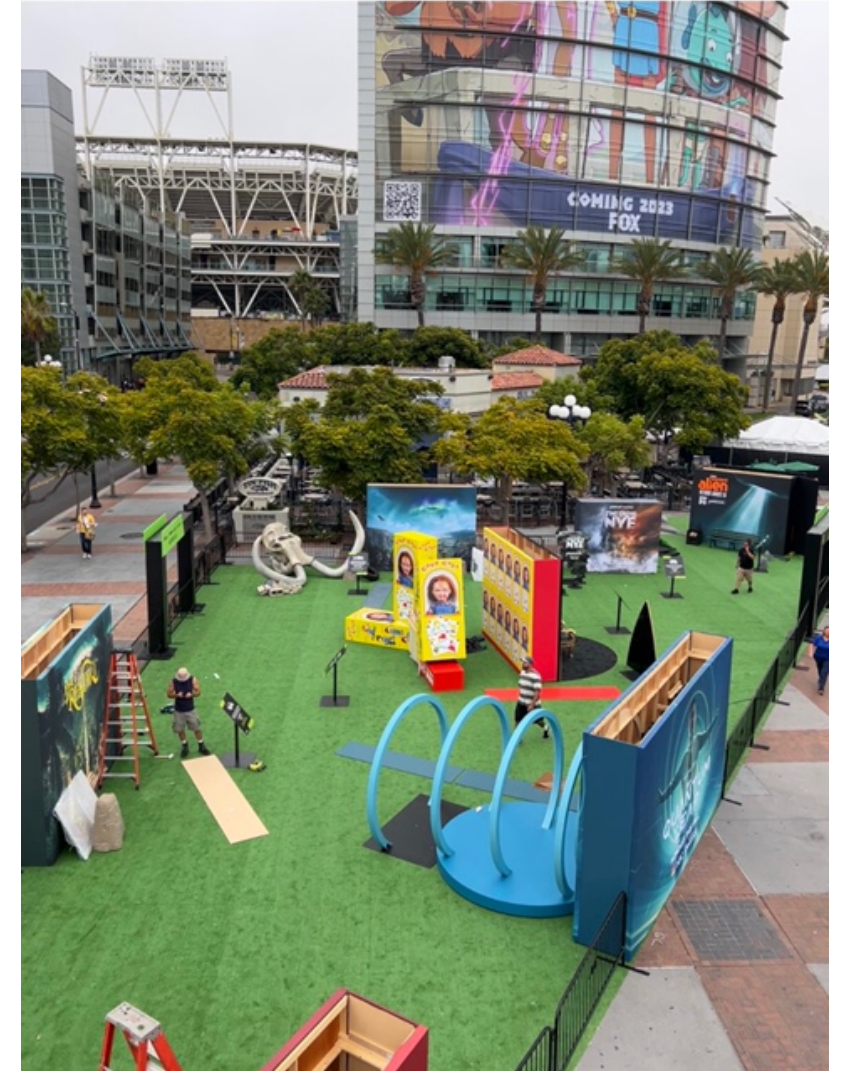
# License Agreement Key Terms

- 20-year base term with two (2) five-year options
- Big Outdoor to pay for construction, installation and maintenance
  - Skilled and trained workforce provision
- Final design subject to approval by MTS CEO



# License Agreement Key Terms

- MTS entitled to use 10% of the digital display time for MTS-related messaging
- Digital information board operating hours 6 a.m. to 12 a.m.
  - Static displays only from 11 p.m. to 12 a.m.
- Ambush marketing prohibition
- First Right of Refusal provision





# License Agreement – Project is Exempt from CEQA

The Project is exempt from CEQA pursuant to statutory and/ or categorical exemptions:

- *Customer Information and Wayfinding & associated utility infrastructure (PRC 21080.25(b)(2), (7), (8))*
- *Modernization of Existing Transit Stations and Parking Facilities (PRC 21080(b)(11); CEQA Guidelines 15275)*
- *Construction of new, small facilities or structures (CEQA Guidelines 15303)*
- *Construction of minor structures accessory to existing facilities, including on-premise signs (CEQA Guidelines 15311)*
- *Infill Development (CEQA Guidelines 15332)*

# Additional Findings in Support of CEQA Exemptions:

The Project has the following characteristics:

- Improves customer information and wayfinding for transit riders
  - Promotes transit services
  - Generates addition revenue to support public transit operations
  - Dedicated minimum of 10% display time for transit messaging
- Located in MTS existing right-of-way in an urbanized setting
- Does not increase new automobile capacity
- No demolition of affordable housing units
- Limited construction and facilities to support project
- Project located entirely within the developed area of downtown SD
- *MTS is the lead agency pursuant to its Joint Development Program Policy Manual.*
- *Project will be constructed and maintained using skilled and trained labor*



# Key Terms - Advertising Rules/Waiver

- Request Board to waive prohibition on alcohol advertising in MTS Board Policy 21 as it relates only to this project
  - Estimate 10% of ads would be alcohol-related
- Located at entrance to entertainment/bar restaurant district
- Alcohol advertising already prominently in Gaslamp corridor
- Primarily a 21+ age area
  - No schools in close proximity



# Key Terms - Revenue Share

For MTS:

- Minimum Annual Guarantee (MAG) \$650K in 2023 + 2% increase each year
- 55% gross revenue split Years 1-3
  - Possibly earlier based on Big Outdoor Capex coverage
  - MTS revenue share in Year 1 would be \$1.21M based on expected gross revenues
- 60% gross revenue split Years 4-8
- 65% gross revenue split Years 9-20
  - Option years would be at 65% gross revenue for MTS
- Total MTS revenue share estimated to be more than \$37 million over 20 years

Economics Assumptions	
Revenue Growth Rate	3.0%
Estimated Annual Gross Revenue	\$ 2,200.0
MAG	\$ 650.0
MAG Escalation	2.0%
Estimated CapEx (Big Outdoor)	\$ 3,200.0



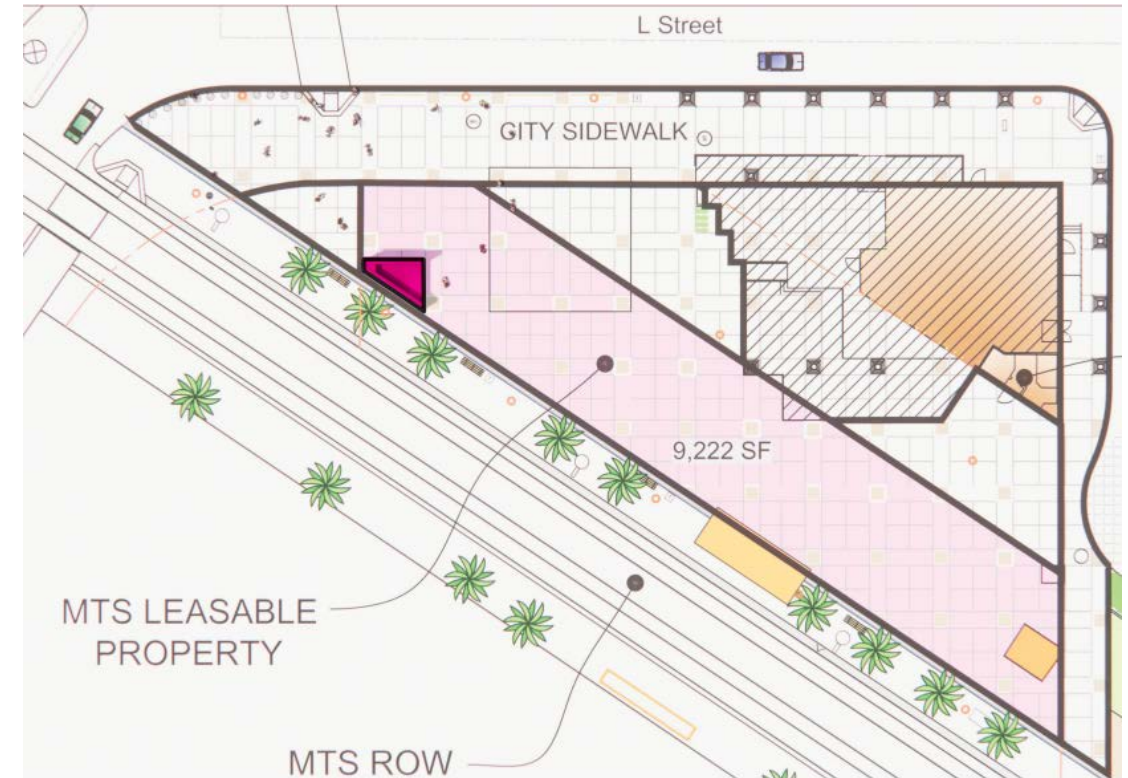
# Revenue Share Comparable

- City of West Hollywood
  - 30% net revenue share
  - Higher Minimum Annual Guarantee (MAG)
- City of Santa Monica
  - 50% net revenue share
  - Higher MAG
- Dallas Area Rapid Transit (DART)
  - 35% revenue share at digital kiosks
  - 10% revenue share for small cell telecom
- MTS
  - Vehicles – 65% revenue share
  - Shelters – 62% revenue share
  - Stations – 62% revenue share



# Digital Information Board Conceptual Design

- No more than 5,000 square feet on Trolley Station Property
- Minimum of 600 square feet of display area to meet revenue projections
- Displays anticipated approx. 20' x 30' in size
- Overall structure height approx. 40'-50'



# Digital Information Board Conceptual Design

Looking east  
towards Gaslamp  
Trolley Station





# Digital Information Board Conceptual Design

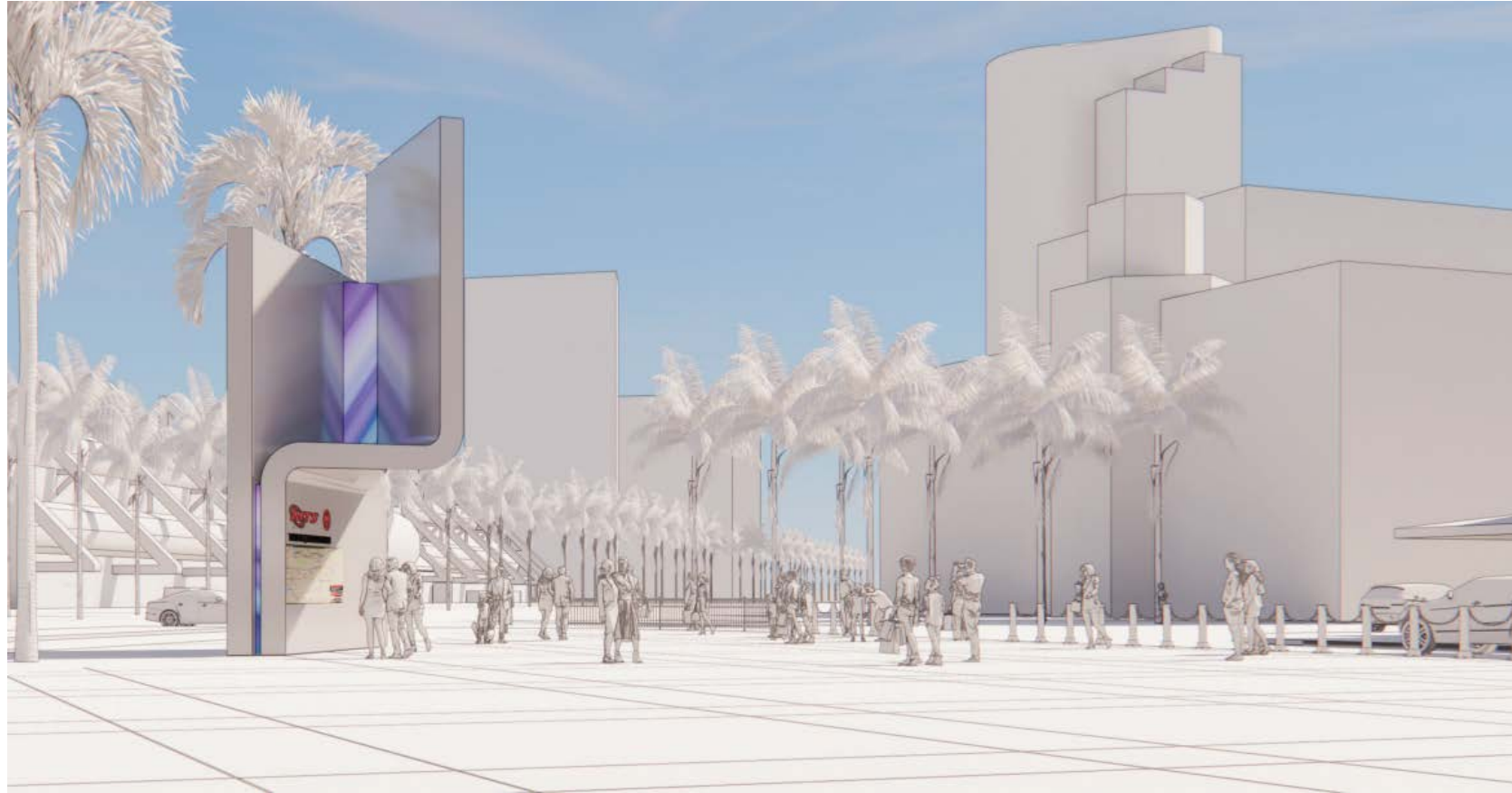
Looking northeast  
across Harbor Dr  
towards Gaslamp  
Trolley station





# Digital Information Board Conceptual Design

Looking northwest  
across plaza toward  
5<sup>th</sup> Avenue



# Proximity to Residential

- Metropolitan San Diego Condos
  - 38 penthouses atop the Omni Hotel
  - Floors 22-32



# Proximity to Residential

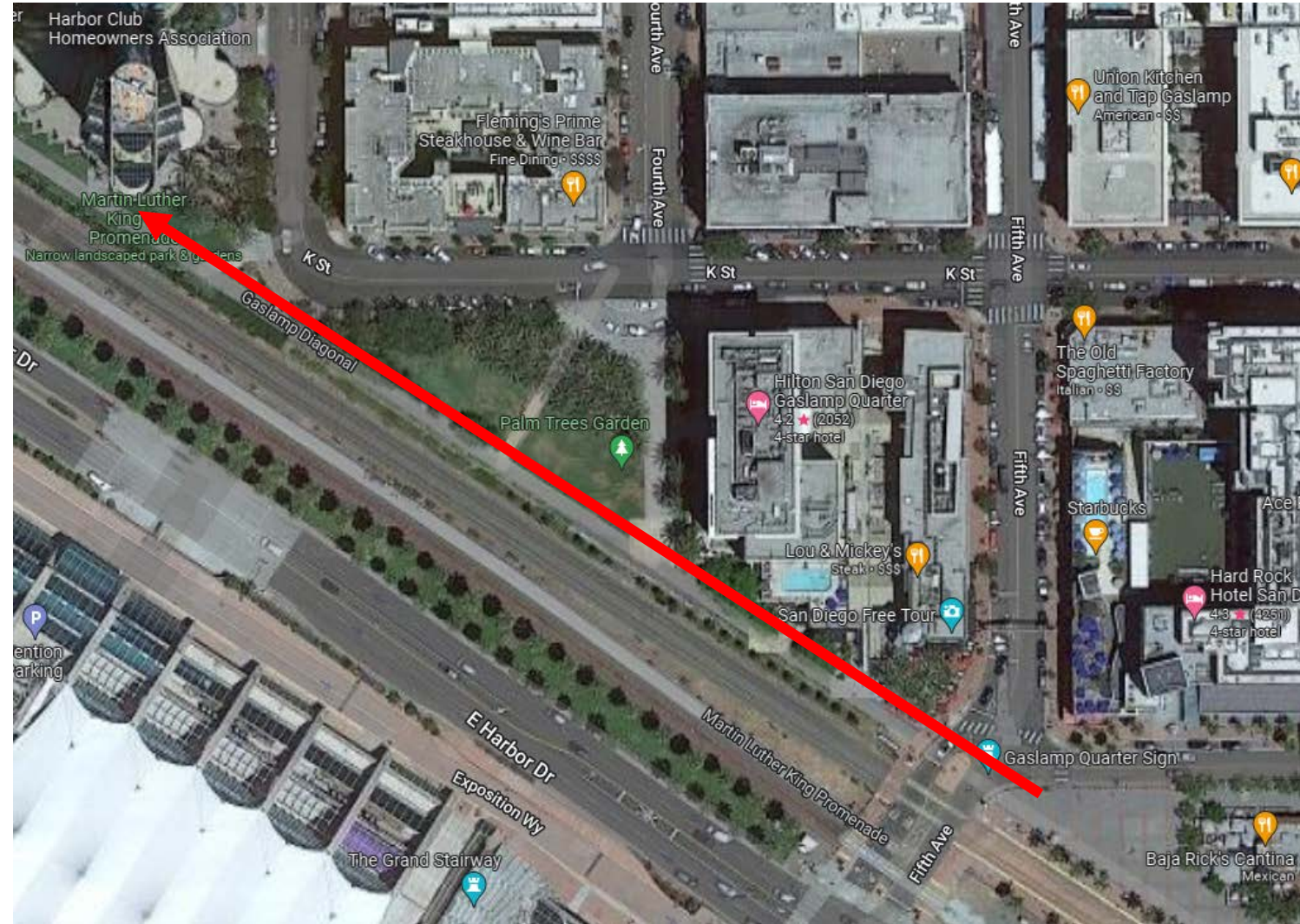
- Hard Rock Hotel-Condominiums
  - 420 studios and suites
  - Units are managed by hotel for owner rental income
  - Hard Rock allows owners to use up to 28 days per year





# Proximity to Residential

- Harbor Club Condos
  - 0.15 miles west of Gaslamp Trolley Station
  - Two towers both 41 stories



# Digital Information Board Benefits & Uses

- Generate a stable source of non-fare revenue to invest back into MTS transit service
- Promote MTS transit services
- Wayfinding information for surrounding entertainment area
- Share community event information
- Broadcast Amber Alerts, other PSAs



# Next steps

- If Board approves, MTS and Big Outdoor will begin on design and construction in January/February
- Continue stakeholder outreach
- Goal is to have project built and operation by July 2023 in time for Comic-Con

# Executive Committee Action

Action would forward a recommendation to the MTS Board of Directors to:

- 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2702.0-23 with Big Outdoor Investments, LLC, a Texas limited liability company (Big Outdoor) for a license agreement to construct and operate a digital information board at the Gaslamp Trolley Station (“Project”) for a base period of 20 years and two (2) five (5)-year options;
- 2) Waive the prohibition on alcohol advertising in MTS Board Policy 21.3(j) as it relates to this Project only;
- 3) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and
- 4) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.



**Dalia Gonzalez**

---

**From:** Cory Briggs <cory@briggslawcorp.com>  
**Sent:** Tuesday, November 29, 2022 5:04 PM  
**To:** ClerkoftheBoard  
**Subject:** Opposition to Executive Committee Item 5 on December 1, 2022

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

Dear Clerk of the MTS Board: Please deliver the message below to the Executive Committee. Thank you.

-----

Dear Executive Committee:

I am writing to express opposition to the CEQA exemption proposed for Item 5 on your agenda for December 1, 2022. The proposal euphemistically refers to a “digital information board” that could provide so-called “wayfinding” information only 10% of the time, and it will guaranty at least \$650k for MTS each year. In order to see the board, passersby will have to crane their necks and look up at least 20 feet above ground level.

Let’s be honest: This is nothing more than a big ol’ digital billboard. As such, it is not exempt from CEQA under Public Resources Code Section 21080.25 or under the CEQA Guidelines. You can easily check the state’s CEQANET website and find myriad CEQA analyses (NDs, MNDs, or EIRs) for electronic billboards. What you’ll have trouble finding are exemption determinations for electronic billboards like what you’re proposing.

Furthermore, the California Supreme Court case cited in your staff report is from 1990 – 30 years before the adoption of the statute that your staff is misrepresenting to you now – and thus does not stand for the rule for which it is being cited. There the question was whether CEQA applied to a passenger- and/or commuter-serving railroad proposed to be built within an existing right of way for rail service, and the court held that CEQA did not apply because there was an existing right of way and the project proposed rail service for passengers and/or commuters. The entire usage was entirely for rail service in a place that had already been dedicated for rail service.

Here, your staff is grossly distorting the nature of the project. With assurances of nothing more than 10% “wayfinding” messages – and no guarantee that the wayfinding would occur during the times of day when wayfinding would matter most – and promised revenues to MTS of at least \$650k per year – meaning that the sign will have to display a lot of advertising to satisfy the annual MTS nut – this project is for a bright-light digital billboard and not for “wayfinding for transit riders, bicyclists, or pedestrians” as the Legislature intended back in 2020 when Section 21080.25 was adopted.

Perhaps the best indication that your staff is pounding a square peg into a round whole comes from the Legislature itself. The statute your staff is citing was adopted as part of Senate Bill 288 in 2020. In the findings and declaration of purpose for the statute, the Legislature wrote (among other things): “The amendments to CEQA made by this act address only sustainable transportation projects that can accelerate progress towards California’s environmental goals and improve the public health of Californians.” Your staff report mentions no pending transportation project made possible or even mildly assisted by the proposed electronic billboard.

Your staff has cited other exemptions, found in the CEQA Guidelines, but they’re not helpful either. Even if there were a superficial argument for a categorical exemption – and there isn’t -- the unusual circumstances presented by a massive, blindingly glaring billboard take the proposed project out of exemption territory. The huge number of CEQA analyses (and the paucity of exemption determinations) is a really good indication that the proverbial light your staff is describing in the legal tunnel ahead isn’t a defensible CEQA exemption.



In short, your staff is leading you into litigation that you will lose. I therefore urge you to abandon the folly of a CEQA exemption and conduct the requisite CEQA analysis.

Cory J. Briggs  
Briggs Law Corporation  
99 East "C" Street, Suite 111, Upland, CA 91786  
Telephone: 909-949-7115 (office); 619-736-9086 (direct)  
Facsimile: 909-949-7121  
E-mail: [cory@briggslawcorp.com](mailto:cory@briggslawcorp.com)

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## Agenda Item No. 6

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

December 1, 2022

#### SUBJECT:

NAMING RIGHTS PROGRAM SERVICES – CONTRACT AWARD (MARK OLSON)

#### RECOMMENDATION:

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

- 1) Execute MTS Doc. G2623.0-22 (in substantially the same format as Attachment A), with The Superlative Group, Inc. (Superlative), for Naming Rights Program services for a three (3) base year period and five (5) 1-year options; and
- 2) Exercise the option years at the CEO's discretion.

#### Budget Impact

Total valuation and retainer costs of this contract is estimated to be \$377,500.00. This project is funded by the Marketing Operating Budget 551010-571440. Commission payments due would be payable on a percentage basis of gross revenues (as detailed below) and will fluctuate based upon the naming rights agreements executed.

#### DISCUSSION:

MTS seeks a consultant to assist in the development of a revenue-generating corporate sponsorship naming rights program. The purpose of this program is to maximize the value of MTS capital investments and assets. The consultant will conduct a full valuation of MTS's physical assets to identify potential sponsorship opportunities and estimated values. Additionally, the consultant will develop and implement a strategic marketing plan to identify and solicit potential sponsors as well as negotiate corporate sponsorship agreements.

On June 29, 2022, MTS issued a Request for Proposals (RFP) for a Naming Rights Program consultant. Two (2) proposals were received by the due date of August 5, 2022 from the following:



Proposer	DBE Certification
SignValue, Inc.	N/A
Superlative	N/A

Both proposals were deemed responsive and responsible, and were evaluated by a selection committee representing the MTS Finance, Marketing, and Real Estate departments. The proposals were evaluated on the following:

Preliminary Compensation Proposal	40%
Project Approach	30%
Corporate Sponsorship Experience	20%
Staff Qualifications	<u>10%</u>
Total:	100%

The following table illustrates the initial scores and ranking:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION YEARS) COST OPTION 1	TOTAL COST (BASE + OPTION YEARS) COST OPTION 2	TOTAL AVG SCORE (TOTAL POSSIBLE: 100) OPTION 1	TOTAL AVG SCORE (TOTAL POSSIBLE: 100) OPTION 2	RANKING OPTION 1	RANKING OPTION 2
Superlative	49	18.67	26.67	67.67	75.67	1	1
SignValue	32	18.67		50.67		2	2

Proposers were asked to provide two (2) cost options to MTS, one that incorporated only a percentage split of gross revenues (Option 1) and one that was inclusive of a retainer / gross revenue split. SignValue only provided one (1) option. As a result of the initial review, both firms were determined to be within the competitive range. MTS invited both firms to participate in the interview process on September 29, 2022. Subsequent to the interview, the evaluation committee rescored SignValue's proposal only as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION YEARS) COST OPTION 1	TOTAL COST (BASE + OPTION YEARS) COST OPTION 2	TOTAL AVG SCORE (TOTAL POSSIBLE: 100) OPTION 1	TOTAL AVG SCORE (TOTAL POSSIBLE: 100) OPTION 2	RANKING OPTION 1	RANKING OPTION 2
Superlative	49	18.67	26.67	67.67	75.67	1	1
SignValue	32	11.33		43.33		2	2

Based on the initial scores and information gained during the interview, Superlative remained the highest-ranked proposer. MTS determined that Option 2 was the most advantageous option for the agency, and MTS entered into negotiations with Superlative. The following is a summary of the negotiations:

	RFP Response	MTS Counteroffer	Superlative Counteroffer to MTS
Asset Valuation Services	\$62,500	\$62,500  MTS requests reimbursement of valuation costs upon sale of the first agreement.	\$62,500  MTS to be reimbursed the valuation costs upon sale of the first agreement.
Retainer	\$7,500 per month	\$7,500 per month  MTS will only pay a retainer in the first three (3) base years.	\$8,750  MTS will only pay a retainer in the first three (3) base years.  Retainer shall be inclusive of all travel costs.
Commission	12% over sales agreement term 9.5% over sales agreement term if MTS introduces the sale.	10% over sales agreement term. 5% over sales agreement term if MTS introduces the sale.	Superlative will receive a 12% commission on the first 10 years of any agreement secured. Beyond year 10, Superlative will receive a 10% commission for the remainder of the agreement term.  For ideas generated by MTS, Superlative will receive an 8% commission for the first 10 years. Beyond year 10, Superlative will receive a 6% commission for the remainder of the agreement term.
Travel	MTS to reimburse at cost.	Retainer cost shall inclusive of all travel costs.	Retainer cost shall be inclusive of all travel costs.

At the end of negotiations and after receiving Superlative's revised cost proposal, the evaluation team rescored as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION YEARS) COST OPTION 1	TOTAL COST (BASE + OPTION YEARS) COST OPTION 2	TOTAL AVG SCORE (TOTAL POSSIBLE: 100) OPTION 1	TOTAL AVG SCORE (TOTAL POSSIBLE: 100) OPTION 2	RANKING OPTION 1	RANKING OPTION 2
Superlative	49	18.67	32	67.67	81	1	1

Based on the objectives of the procurement, consideration of the evaluation criteria and Superlative's technical and cost proposals, the evaluation committee determined Superlative presented the best overall value to MTS.

Therefore, staff recommends that the MTS Executive Committee forward a recommendation to the Board of Directors to authorize the CEO to execute MTS Doc. G2623.0-22 with Superlative for Naming Rights Program services for a three (3) base year period and five (5) 1-year options.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement G2623.0-22  
B. Cost Form



# Metropolitan Transit System

Att. A, AI 6, 12/1/22

## STANDARD AGREEMENT FOR MTS DOC. NO. G2623.0-22 NAMING RIGHTS PROGRAM

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 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: The Superlative Group Address: 2843 Franklin Blvd.  
Cleveland OH 44113  
City State Zip  
Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: [canter@superlativegroup.com](mailto:canter@superlativegroup.com)  
Telephone: 216-592-9400

Authorized person to sign contracts Kyle Canter Chief Operating Officer  
Name Title

The Contractor agrees to provide services 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 a three (3) year base period and five (5) 1-year options, exercisable at MTS's sole discretion, for a total of eight (8) years. Base period shall be effective January 1, 2023 through December 31, 2025 and option years shall be effective January 1, 2026 through December 31, 2030, if exercised by MTS. Total valuation and retainer costs of this contract is estimated to be \$377,500.00. Compensation will be per the negotiated rates as stated in the Record of Negotiation document.

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



## RETURN THIS FORM WITH YOUR BID

**COST/PRICING FORM****PROPOSER:** The Superlative Group

Please set forth the proposed method of payment to MTS for the first contract year. Provide an estimated revenue generated per contract year for evaluation purposes only. If the amount to be paid to MTS will vary for subsequent contract years, explain the adjustments to be made over the remaining contract years on the second page of the proposal form.

**OPTIONAL PAYMENT METHODS**TOTAL ESTIMATED REVENUE GENERATED/YR \$ 1.5 million

1. REVENUE SPLIT PERCENTAGE (DUE TO MTS) \_\_\_\_\_ %

**OR**2. MINIMUM GUARANTEED AMOUNT/FLAT FEE \$ \_\_\_\_\_**AND**PERCENTAGE TO MTS FOR AMOUNTS  
GREATER THAN THE MIN. GUARANTEE \_\_\_\_\_ %**OR**

3. OTHER METHOD EXPLAIN ON NEXT PAGE

8,750 monthly retainer plus 12%/10%  
\$ sales commission (see next page for  
details)Percentage commission rate(s)/flat fee(s) for  
ideas generated by MTS:8%/6% (see next page for %  
details)

Proposer's Fee for Assessment of MTS Assets:

\$ 62,500 (to be reimbursed upon sale of first  
agreement)**PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE  
ABOVE NUMBERS.****NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO  
DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.**

## RETURN THIS FORM WITH YOUR BID

## COST PROPOSAL - CONTINUED

## 3. ADDITIONAL DATA/EXPLANATION OF COMPENSATION METHOD:

**Superlative will receive a 12% commission on the first 10 years of any agreement secured. Beyond year 10, Superlative will receive a 10% commission for the remainder of the term.**

**For ideas generated by SDMTS, Superlative will receive a 8% sales commission for the first 10 years. Beyond year 10, Superlative will receive a 6% commission for the remainder of the term.**

CONTRACT YEAR	TOTAL
CONTRACT YEAR 1 TOTAL:	\$62,500 (Phase I - to be reimbursed
<b><u>GRAND TOTAL FOR CONTRACT:</u></b> (Please specify contract term)	upon sale of first agreement). + 105,000 + variable commissions



# Naming Rights Program

Executive Committee

December 1, 2022

# Background

- Great Recession of 2008-09 significantly reduced revenue from state
  - MTS was forced to reduce service and increase fares to close a \$14.4 million budget gap
  - It encouraged MTS to look at ways to find other sustainable revenue sources
- Agency's first naming rights program consultant was hired in 2010 to evaluate MTS assets and find naming rights partners



# Naming Rights Agreements Success

- SDG&E - 2014
- Silver Line Downtown Loop
  - \$50,000
  - Two year agreement
- Offset costs to restore Vintage Trolley #530
- Naming rights on Silver Line
- Vehicle decals
- Maps and brochures, etc.





# Naming Rights Agreements Success

## UC San Diego Health - 2016

- Entire Blue Line naming rights
  - 30-year contract
  - \$36 million
- All communications materials
- Three station names
- Six Trolley wraps
- Exclusive healthcare provider advertiser on Blue Line



# Naming Rights Agreements Success

## Sycuan Casino – 2018

- Exclusive Green Line naming rights
  - 10-year contract reduced to five years due to pandemic
  - Payments totaled \$4 million
  - Advertising and shuttle services at El Cajon, Grantville and Santee Stations
  - Six Trolley wraps
  - Name in all communication materials





# Seeking New Naming Rights Partners

- Current landscape similar to 2010
- Pandemic created \$55M structural budget deficit for MTS
- Seeking new Naming Rights contractor to:
  - Prepare, deliver, and implement a sponsorship-marketing strategy for all of MTS's marketable assets.
  - Identify and contact potential sponsors to solicit sponsorship opportunities



# Scope of Work

## Evaluation of MTS assets

- Trolley lines
  - 9 new stations, 11 new miles of track
- Bus/Rapid Routes
  - Iris Rapid
- Stadium Station
- Programs and promotions
  - Youth Opportunity Pass
  - Free Ride Days





# Scope of Work (cont.)

## Research

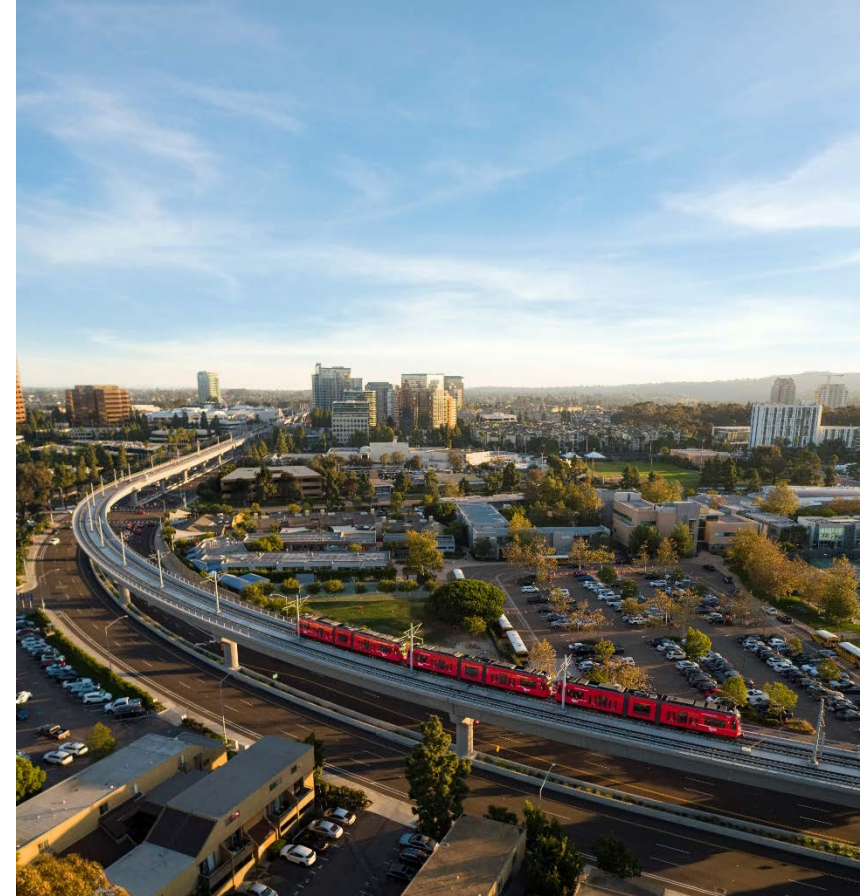
- Local market analysis/SWOT
- Estimated value of assets
- Other transit agency analysis
- Gauge interest of corporate sponsors



# Scope of Work (cont.)

## Delivering a Marketing Strategy

- Implementation strategy to maximize revenue
- Prioritization list of assets
- Innovative ways to package the assets
- Quantify assets
- Plan for soliciting sponsors
  - Goal setting
- Plan for closing deals



# Scope of Work (cont.)

## Reporting:

- Monthly or quarterly reports
- Reoccurring meetings
- Lead updates
- Goal updates
- Etc.



# Solicitation Process

On June 29, 2022, MTS issued a Request for Proposals (RFP) for a Naming Rights Program consultant. Two (2) proposals were received by the due date of August 5, 2022 from the following:

1. Sign Value, Inc.
2. Superlative



# Solicitation Process (cont.)

- Selection committee - MTS Finance, Marketing, and Real Estate departments.
- Proposals were evaluated on the following:

Preliminary Compensation Proposal	40%
Project Approach	30%
Corporate Sponsorship Experience	20%
Staff Qualifications	<u>10%</u>
	100%

# Solicitation Process (cont.)

- Both proposals were deemed responsive and responsible.
- Proposers were asked to provide two options for consideration:
  - Gross Revenue Split (Option 1)
  - Retainer / Gross Revenue Split (Option 2)
- After evaluations, interviews and subsequent negotiations:
  - Superlative (Option 2) presented the best overall value to MTS.

	Option 1	Option 2
Superlative	67.67	81.00
Sign Value	43.33	n/a

# Superlative Key Contract Terms

## Contract Term:

- Anticipated Effective Date:  
**January 1, 2023**
- Contract Length: **3 base years with 5 - 1 year options**

- Asset valuation: \$62,500
  - Reimbursed after first deal completed
- Retainer: \$8,750/month
  - First three years – no travel costs reimbursed
- Commission:
  - 12% on first 10 years of deals
  - 10% for remaining years
- For deals created by MTS, commission rates are lowered:
  - 8% on first 10 years of deals
  - 6% for remaining years



# Superlative Introduction

- Key Team Members
- Qualifications
- Approach to Work
- General thoughts on naming rights agreements.



# Next Steps (if approved by MTS Board)

- January – April: Asset valuation
- May – Ongoing: Solicit and secure naming rights partners for MTS



# Executive Committee Action

- MTS Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to:
  1. Execute MTS Doc. G2623.0-22 (in substantially the same format as Attachment A), with The Superlative Group, Inc. (Superlative), for Naming Rights Program services for a three (3) base year period and five (5) 1-year options; and
  2. Exercise the option years at the CEO's discretion.



## Draft Agenda

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

December 8, 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 - November 10, 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.
4. Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees For 2023 (Sharon Cooney) Appoint  
Action would appoint an Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Vice Chair, Chair Pro-Tem as well as MTS and non-MTS committees for 2023.



## 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. [Closed Circuit Television \(CCTV\) Services – Contract Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1, MTS Doc. No. PWG335.1-21 with Electro Specialty Systems (ESS), a Small Business (SB), for CCTV services for \$1,907,402.08.
8. [Janitorial Services for San Diego Trolley, Inc. \(SDTI\) & San Diego Transit Corporation \(SDTC\) Facilities – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2613.0-22 with NMS Management, Inc. (“NMS”), a Disadvantaged Business Enterprise (DBE), for the provision of Janitorial Services for six (6) years for \$9,813,452.97.
9. [San Diego State University \(SDSU\) Tunnel Safety Equipment Maintenance –Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL360.0-23 with Comfort Mechanical, Inc. (Comfort), a Small Business (SB), for maintenance and as-needed repair of the tunnel safety equipment at SDSU, in the amount of \$707,341.00 for preventive maintenance, and \$100,000.00 for as-needed repairs, for a total amount of \$807,341.00, for a period of five (5) years commencing on January 1, 2023.
10. [Semiannual Uniform Report of Disadvantaged Business Enterprise \(DBE\) Awards and Payments](#) Approve
11. [Amaya Trolley Station Asphalt Repairs – Work Order](#) Approve
12. [FY23 Americans With Disabilities Act \(ADA\) Bus Stop Design Services – Work Order](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA356-AE-03 under MTS Doc. No. PWL356.0-22 with Pacific Railway Enterprises (PRE), a Disadvantaged Business Enterprise (DBE), in the amount of \$151,845.16 to provide design services for upgrading ten (10) existing bus stops to meet current ADA standards for access to the bus stop and bus doors.

- |     |  |         |
|-----|--|---------|
| 13. | <a href="#"><u>Orange Line Improvement Project – Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA356-AE-06 under MTS Doc. No. PWL356.0-22, with Pacific Railway Enterprises, Inc. (PRE), a Disadvantaged Business Enterprise (DBE), in the amount of \$1,411,503.63 to prepare plans, specifications, and estimate (PS&E) for the Orange Line Improvement Project.   | Approve |
| 14. | <a href="#"><u>Las Chollas Creek Bridge Repair – Engineering Design Services – Work Order</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA354-AE-13 under MTS Doc. No. PWG354.0-22, with Mott MacDonald (MM) in the amount of \$274,457.89 to provide design services for the Las Chollas Bridge scour remediation.   | Approve |
| 15. | <a href="#"><u>San Diego Metropolitan Transit System (MTS) Ordinance No. 11 – Ordinance Revisions</u></a><br>Action would 1) Adopt the proposed amendments to MTS Ordinance No. 11, “An Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City and the County by the Adoption of a Uniform Paratransit Ordinance”; and 2) Upon adoption to the proposed amendments, grant the Chief Executive Officer (CEO) the discretion to enforce MTS Ordinance No. 11 in its amended form. | Approve |
| 16. | <a href="#"><u>Approve the Fiscal Year (FY) 2022-23 State Transit Assistance (Sta) Claim and Sta Interest Claim</u></a><br>Action would adopt Resolution No. 22-17 approving the FY 2022-23 STA claim.   | Approve |

CLOSED SESSION

24.      None.

NOTICED PUBLIC HEARINGS

25.      [Public Hearing: Discontinue Route 140](#)

DISCUSSION ITEMS

- |     |   |         |
|-----|---|---------|
| 30. | <a href="#"><u>2023 State and Federal Legislative Program</u></a> | Approve |
| 31. | <a href="#"><u>Gaslamp Digital Board</u></a>                      | Approve |

REPORT ITEMS

- |     |  |               |
|-----|--|---------------|
| 45. | <a href="#"><u>Operations Budget Status Report</u></a> | Informational |
|-----|--|---------------|

OTHER ITEMS

- |     |   |               |
|-----|---|---------------|
| 60. | <u>Chair Report</u>   | Informational |
| 61. | <u>Chief Executive Officer's Report</u>   | Informational |
| 62. | <u>Board Member Communications</u>  | Informational |
| 63. | <u>Additional Public Comments Not on the Agenda</u><br>If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. |               |
| 64. | <u>Next Meeting Date:</u> January 26, 2023.   |               |
| 65. | <u>Adjournment</u>  |               |





**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

## **Agenda Item No. 6**

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

December 8, 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: Julia Tuer, 619.557.4515, [Julia.Tuer@sdmts.com](mailto:Julia.Tuer@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



**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/01/22**

## **Agenda Item No. 7**

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

**December 8, 2022**

**SUBJECT:**

**CLOSED CIRCUIT TELEVISION (CCTV) SERVICES – 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, MTS Doc. No. PWG335.1-21 (in substantially the same format as Attachment A) with Electro Specialty Systems (ESS), a Small Business (SB), for CCTV services for \$1,907,402.08.

### **Budget Impact**

The total cost of this amendment is estimated to be \$1,136,366.34, which brings the total contract value estimated in the amount of \$1,907,402.08 (\$771,035.74 current contract plus \$1,136,366.34 amendment no. 1). This project is funded through various San Diego Transit, Corporation (SDTC) and San Diego Trolley, Inc. (SDTI) operational budget accounts, and Capital Improvement Program (CIP) 1007108501 – Systemwide CCTV Upgrade Project.

Department	Cost Center and GL	Breakdown Per Department
SDTC	902010 - 110030	\$218,183.17
SDTI	902010 - 110030	\$473,183.17
CIP	1007108501	\$445,000.00
Grand Total		\$1,136,366.24

**DISCUSSION:**

On September 16, 2021, under Agenda Item #13, the MTS Board approved MTS Doc. No. PWG335.0-21 with ESS for \$771,035.74 for five years, for CCTV maintenance services. Safety and security of the trolley and bus riders, MTS employees and the public are paramount. The CCTV system acts as a crucial component in reviewing, identifying, and resolving claims. The continued effectiveness of the CCTV system is maintained by the current robust preventive maintenance program and upgrades.



At the time MTS Doc. No. PWG335.0-21 was executed, the intent was to amend the contract for additional funding to cover the maintenance of Mid Coast stations CCTV after the one-year warranty period was over. During that period, there were over 1,000 cameras in the MTS operating area. To-date, there are over 1,600 cameras. In addition to Mid-Coast, MTS has extended the CCTV network for all the Trolley Stations, Bus Stations, South Bay Bus Rapid Transit (BRT) stations, Centerline, I-15 Stations, and all MTS Facilities.

The continued effectiveness of the CCTV system can only be maintained by a robust preventive maintenance program due to age, vandalism and upgrades. Without regular maintenance, even the most modern and effective equipment will deteriorate. Many CCTV systems are external, resulting in the wear and tear that results from interaction with natural and man-made elements. Minor alterations such as cleaning and adjusting camera housings and lenses are required to maintain the optimum recorded picture quality. Regular servicing also prolongs components' useful life and lowers system downtime.

Based on this increased usage and anticipated upgrades, staff recommends adding funds to the existing agreement to cover the shortfall, and to continue work on the current and upcoming projects.

The table below summarizes the increase:

Base Year	Authorized Spend	Actual/Projected* Spend	Cost Increase
Base Year 1 (10/21 - 9/22)	\$142,300.00	\$360,483.17	\$218,183.17
Base Year 2 (10/22 - 9/23)	\$148,170.00	*\$401,353.17	\$253,183.17
Base Year 3 (10/23 - 9/24)	\$154,122.50	*\$374,122.50	\$220,000.00
Base Year 4 (10/24 - 9/25)	\$160,159.63	*\$385,159.63	\$225,000.00
Base Year 5 (10/25 - 9/26)	\$166,283.61	*\$386,283.61	\$220,000.00
Total Base Years 1-5	\$771,035.74	\$1,907,402.08	<b>\$1,136,366.24</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG335.1-21 (in substantially the same format as Attachment A), ESS, a SB, for CCTV services, for \$1,136,366.34.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft Amendment MTS Doc. No. PWG335.1-21





**Metropolitan  
Transit  
System**

## **Amendment 1**

Date: December 8, 2022

MTS Doc No. PWG335.1-21

### **CLOSED CIRCUIT TELEVISION (CCTV) MAINTENANCE SERVICES**

Electro Specialty Systems  
Daniel Brault  
President  
7940 Convoy Court  
San Diego CA, 92111

This shall serve as Amendment No.1 to the original agreement PWG335.0-21 as further described below.

### **SCOPE**

Pursuant to the contract scope of work, Section 1.7 Network Video Recorder (NVR) UPGRADES, MTS shall update the paragraph as follows:

#### **1.7. NVR UPGRADES**

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

##### **1.7.1 UPGRADES**

*MTS have started a program to upgrade various Trolley Station, Bus Stop, and Facilities building (including IAD, KMD, South Bay, East County, Copley Park Division), which will require a closed-circuit television (CCTV) system refresh.*

*Over the years, the cameras' degradation prevents MTS Security from fully access to the CCTV system with blurry lenses. Also, depending on the locations of these cameras, they tend to get vandalism and require replacement.*

*A CCTV system refresh includes but not limited to:*

- *Provide and program a functional and operational system as shown in drawings and specifications.*
- *Provide a phased installation of the electronic security systems based on the MTS' schedule.*
- *The contractor shall provide all wiring, devices, connections, programming, and coordination required for a completely functional and operational system. The contractor shall provide all custom backboxes as required.*

**1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [sdmts.com](http://sdmts.com)**

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



- *Include final connections, programming, training, and testing of the work to the head-end equipment per specifications and requirements.*
- *Demo all existing cameras, cables, camera mounts, and junction boxes for cameras identified for replacement or removal in these construction documents.*
- *Evaluate in the field all existing video surveillance conduit infrastructure and cable pathways for potential re-use.*
- *Provide new camera cabling, conduit and junction boxes for all new cameras. Provide j-hooks for the cable within accessible ceiling space and conduit within inaccessible walls, ceilings, garage, or exterior.*
- *Provide all conduit, cable, devices, connections, programming, and coordination required for a completely functional and operational system*
- *The field of views shown on drawings is conceptual - all camera views require final review and approval by MTS.*

*Note. Each location may vary on what the refresh requires. Contractor and MTS' PM will confirm the final specification for each location.*

### SCHEDULE

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

### PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$1,136,366.34. The total value of this contract including this amendment shall be in the amount of \$1,907,402.08. 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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Daniel Brault, President  
Electro Specialty Systems

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



**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

## **Agenda Item No. 8**

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

December 8, 2022

**SUBJECT:**

**JANITORIAL SERVICES FOR SAN DIEGO TROLLEY, INC. (SDTI) & SAN DIEGO TRANSIT CORPORATION (SDTC) FACILITIES – 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. G2613.0-22 (in substantially the same format as Attachment A) with NMS Management, Inc. ("NMS"), a Disadvantaged Business Enterprise (DBE), for the provision of Janitorial Services for six (6) years for \$9,813,452.97.

**Budget Impact**

The total cost of this contract is estimated to be \$9,813,452.97 (Attachment C).

The project will be funded by the following operational budget accounts:

SDTC Buildings:	331014-536400
SDTI Buildings:	350016-571210
Light Rail Vehicle (LRV) Fleet:	350016-536150
Security Office Trailer:	350016-536150

<b>Contract Term</b>	<b>LRV Fleet</b>	<b>SDTI Buildings</b>	<b>IAD Buildings</b>	<b>KMD Buildings</b>	<b>Security Office Trailer</b>
YEAR 1	\$1,145,686.53	\$221,748.78	\$95,328.20	\$69,021.04	\$3,600.00
YEAR 2	\$1,229,235.72	\$223,966.52	\$96,281.48	\$69,711.12	\$3,636.00
YEAR 3	\$1,241,527.99	\$226,205.82	\$97,244.16	\$70,408.20	\$3,672.36
YEAR 4	\$1,253,942.93	\$228,468.56	\$98,216.72	\$71,112.34	\$3,709.08
YEAR 5	\$1,266,482.59	\$230,753.26	\$99,199.04	\$71,823.52	\$3,746.16
YEAR 6	\$1,279,147.71	\$233,060.92	\$100,190.92	\$72,541.70	\$3,783.60
<b>Total</b>	<b>\$7,416,023.47</b>	<b>\$1,364,203.86</b>	<b>\$586,460.52</b>	<b>\$424,617.92</b>	<b>\$22,147.20</b>
<b>GRAND TOTAL (6 Years)</b>					<b>\$9,813,452.97</b>



DISCUSSION:

MTS requires regular janitorial services for the following properties and LRV fleet:

SDTC:

- Imperial Avenue Division (IAD)
- Kearny Mesa Division (KMD)

SDTI:

- Buildings A, B, C, LRV Maintenance Trailer 1 and 2, and Trolley Yard Tower
- Entire Light Rail Vehicle Fleet (including President's Conference Committee (PCC) cars)
- 12th and Imperial Station (LRVs only)
- Courthouse Station (LRVs only)
- University Towne Center (UTC) Station (LRVs only)
- El Cajon Station (LRVs only), effective January 1, 2024
- San Ysidro Station (LRVs only)

Janitorial services are provided seven days a week, every calendar day, with many buildings receiving multiple cleanings per day. Contractor shall furnish all necessary cleaning equipment, supplies, labor and staffing.

LRV fleet cleaning includes an average of 60 vehicles cleaned each daytime and an average of 130 cleaned each night.

The 12th and Imperial Station, Courthouse Station, UTC Station, El Cajon Station and San Ysidro Station will each have one individual to clean LRVs as they layover, such as trash removal, liquid spill cleanup or mop floors on rainy days, as vehicles wait for extended periods (minutes) in between schedules.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements and service contracts over \$100,000.00. On July 19, 2022, MTS issued a Request for Proposals (RFP) seeking proposals from qualified proposers to provide Janitorial Services for six (6) years.

On September 14, 2022, a total of eight (8) proposals were received:

Proposer Name	Firm Certification
Nova Commercial Co., Inc. ("Nova"), San Diego, CA 92102	Women's Business Enterprise (WBE)
Premier Property Preservation, LLC. ("Premier"), West Hills, CA 91304	Small Business (SB)
T&T Janitorial Inc. ("T&T"), San Diego, CA 92196	DBE
Aztec Landscaping, Inc. ("Aztec"), Lemon Grove, CA 91945	N/A
Briteworks, Inc., Covina, CA 91723	DBE
Lincoln Training Center and Rehabilitation Workshop ("Lincoln"), South El Monte, CA 91733	N/A

NMS, National City, CA 91950	DBE
Z&C Services, Irvine, CA 92604	N/A

All eight (8) proposals were deemed responsive and responsible.

An evaluation committee consisting of representatives from the MTS Finance, LRV Maintenance, and Bus Facilities Maintenance departments met and scored the proposals based on the following evaluation criteria:

Evaluation Criteria	Total Possible Points
Qualifications of the Firm	15
Staffing, Organization, and Management Plan	20
Work Plan	35
Cost and Price	30
<b>Total</b>	<b>100</b>

The table below represents each Proposer's initial scores and rankings:

Proposer Name	Initial Cost	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
NMS	\$10,275,704.59	60.67	27.65	88.32	1
Nova	\$9,469,347.00	53.33	30.00	83.33	2
Aztec	\$12,473,659.94	50.17	22.77	72.94	3
T&T	\$12,269,900.00	41.67	23.15	64.82	4
Lincoln	\$19,044,772.01	46.33	14.92	61.25	5
Briteworks, Inc.	\$11,150,463.40	33.50	25.48	58.98	6
Premier	\$35,889,782.70	37.33	7.92	45.25	7
Z&C Services	\$10,936,211.53	4.50	25.98	30.48	8

After the initial review, the evaluation team requested the top three Proposers, who are considered within the competitive range to respond to questions and clarifications related to its proposal and submit a Revised Proposal. The evaluation team then reviewed and re-scored the revised proposals.

The table below reflects the final scores and rankings:

Proposer Name	Revised Cost	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
NMS	\$9,791,305.77	60.67	29.01	89.68	1
Nova	\$9,469,347.00	53.33	30.00	83.33	2
Aztec	\$12,473,659.94	50.17	22.77	72.94	3

Additionally, a new security office trailer was added due to new hires for the security group. The space did not exist during the scoping period and was placed after the Notice of Intent to Award (NIA) was issued. Effective January 1, 2023, MTS will be including a new security office trailer for the amount of \$22,147.20 for six years. For this addition, MTS performed a cost/price analysis to determine fair and reasonableness by comparing pricing with MTS's Independent Cost Estimate (ICE) at \$32,649.12 which is 47.42% higher than NMS's proposal, whose costs are in line with market rates. Based on this analysis, staff deems NMS's proposal for security office trailer to be fair and reasonable.

Based on the objectives of this procurement, consideration of the evaluation criteria and NMS' technical and price proposals, the evaluation team determined that NMS presented the best value proposal to MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2613.0-22 (in substantially the same format as Attachment A) with NMS, a DBE, for the provision of Janitorial Services for SDTI/SDTC for six (6) years for \$9,813,452.97.

/S/ Sharon Cooney\_\_\_\_\_

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2613.0-22  
B. Scope of Work  
C. Cost Form



# STANDARD AGREEMENT

## FOR

MTS DOC. NO. G2613.0-22

### JANITORIAL SERVICES (SDTI & SDTC)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 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: NMS Management, Inc. Address: 155 West 35<sup>th</sup> St. Suite A  
National City CA 91950  
City State Zip  
 Form of Business: Corporation  
 (Corporation, Partnership, Sole Proprietor, etc.) Email: [nmsmanagement@msn.com](mailto:nmsmanagement@msn.com)  
 Telephone: 619-425-0440

Authorized person to sign contracts David M. Guaderrama Director of Business Development  
 \_\_\_\_\_  
 Name Title

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

The contract term is for (6) years effective January 1, 2023 through December 31, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$9,813,452.97 without the express written consent of MTS.

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





# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

## GENERAL

**SECTIONS 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 & 1.7 APPLY TO BOTH SDTI & SDTC**

### 1.1. INTRODUCTION

MTS operates San Diego Trolley, Inc. (SDTI) for Light Rail Vehicles (LRVs) operations and San Diego Transit Corporation (SDTC) for Bus operations. The scope of work for each operation is shown separately. MTS will inform Contractor should new locations need to be added to the list, and an amendment to the contract will be issued under the contracted terms.

Services performed shall, at a minimum, meet the requirements outlined in the scope of work and conform to industry standards. Contractor shall furnish all cleaning equipment, cleaning supplies, labor, insurance, supervision, and management as they relate to the services required in this RFP. The cost proposal form shall reflect the all-inclusive pricing for providing these services. MTS will not pay additional costs.

Proposers shall propose for all the services required in this RFP. MTS will select one successful proposer, and issue one contract. Once the contract is awarded, three (3) separate Purchase Orders (POs) will be issued, one for each group as shown below.

- SDTI (Including all LRV and various trolley facilities/buildings)
- SDTC – Imperial Avenue Division (IAD)
- SDTC – Kearny Mesa Division (KMD)

Services shall be effective January 1, 2023 through December 31, 2028.

### 1.2. JANITORIAL STAFF

By submitting its proposal, Proposer certifies that it shall:

- A. Provide skilled janitorial staff (supervisors and general staff), over 18 years of age, legally eligible to work under the laws of the United States of America and the State of California. Proposer agrees to comply with all employment and labor standards, all applicable federal, state, local laws and regulations.
- B. Provide a single point of contact (name, phone number and email address) that MTS will use for all questions regarding performance, reporting and invoicing.
- C. Be solely and exclusively liable for all compensation due to the employee, adhere to all minimum wage requirements and overtime guidelines. Proposer should note all the upcoming minimum wage increases and propose accordingly to ensure the minimum wage requirements are met each year of the resultant contract.
- D. Provide any and all benefits required by law. Proposer shall be responsible for all its employees' benefits, including but not limited to, sick leave, holiday pay, vacation pay, pension service credit, health-dental-medical coverage, unemployment and workers compensation insurance.

- E. Ensure that its staff receives the training/information required on regulations that pertain to the performance of the contract, policies including but not limited to safety, ethics, compliance with best practices and Occupational Safety and Health Administration (OSHA) standards.
- F. Be responsible for its employee's acts during performance of services. Proper conduct is expected of Proposer's personnel at all times. Proposer's staff may be exposed to/come across sensitive or confidential materials. They must be adequately screened within the scope of the law.
- G. Ensure that all work is performed to the highest standard. Janitorial staff shall follow manufacturer's specifications and recommendations; meet all industry codes and standards, federal, state, and local requirements when using cleaning agents and equipment. Proper supplies, tools and equipment shall be used to complete the required tasks in the manner and time required herein. Equipment used shall be of sufficient size to produce a satisfactory quality of work. All employees must be uniformed and must have IDs with them at all times.
- H. Ensure that no illegal drugs or alcohol will be consumed on site or off the premises while working for MTS.

### **1.3. MATERIAL SAFETY DATA SHEETS (MSDS)**

At each janitor closet that MTS has provided for storage of cleaning supplies, Contractor shall maintain minimum inventory lists and product MSDS and make available for inspection upon request.

In addition, MTS retains the safety data sheets on an electronic database (currently CloudSDS). Contractors shall email the safety data sheets to Ngan Nguyen, MTS Environmental Health and Safety Specialist at [Ngan.Nguyen@sdmts.com](mailto:Ngan.Nguyen@sdmts.com) to upload into the database, and shall ensure the database is kept updated throughout the contract.

### **1.4. UNAUTHORIZED WORK**

Any services not required by the terms of the Contract that are performed without written authority from MTS will be considered as "unauthorized" and shall be at the sole expense of the Contractor.

Services so performed will not be paid for and no extension in the period of performance shall be granted on account thereof.

### **1.5. INVOICING**

Once the one (1) contract is awarded, three (3) separate POs will be issued, one for each group as shown below. Each month after performance of services, Contractor shall submit an invoice for each PO as shown below:

- SDTI (Including all LRV and trolley facilities/buildings)
- SDTC – IAD
- SDTC – KMD

The line items on the invoice must be the same description and fixed cost as in the contract, and must indicate any deductions for credits due to purchasing additional ID badges, liquidated damages, etc. when applicable. Invoices must have the contract number, PO number and billing period clearly displayed in order to ensure timely payment.

Accompanying each invoice shall be a monthly report with backup documentation that clearly supports all completed monthly, bi-monthly, quarterly, and bi-annual tasks being invoiced for that month e.g. LRV numbers, dates, type of cleaning tasks, etc., signed off by the MTS PM indicating approval of work. Invoices will not be processed without the monthly report and failure to submit task completion documentation may result in the assessment of liquidated damages.

Invoices must be sent to the MTS Accounting Department, by email to [AP@sdmts.com](mailto:AP@sdmts.com). Contractor must indicate the contract and PO number. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Contractors must also indicate if any of the invoiced amount is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in Section 7.27 Prompt Progress Payments of the Standard Conditions.

MTS shall pay the invoice within thirty (30) days following the receipt of the invoice.

#### **1.6. DISPLACED JANITOR OPPORTUNITY ACT**

Per the Displaced Janitor Opportunity Act (See Sections 1060 et seq of the California Labor Code), Contractors and Subcontractors must retain for a period of 60 days certain employees who were employed at MTS by the previous contractor or subcontractor. A successor Contractor or successor Subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor Contractor or successor Subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

#### **1.7. ENHANCED CLEANING AND DISINFECTION AFTER NOTIFICATION OF A CONFIRMED CASE OF COVID-19**

- I. The ongoing COVID-19 public health emergency has required MTS to add provisions for enhanced cleaning and disinfecting services after a confirmed Covid-19 case at any MTS property for the protection of staff and passengers. These will be the areas that person was present 48 hours prior to the onset of symptoms. The MTS Project Manager or designee will provide these areas, and all other details to the Contractor and the proposed rates will apply.
- II. Contractor must stay abreast of all federal, State of California and County of San Diego guidelines regarding COVID and any other public health emergencies, and ensure that its janitorial staff stays trained and compliant with all such regulations.

III. Response time: Contractor's cleaning crew will show up, with the appropriate cleaning supplies and required Personal Protective Equipment (PPE) within one (1) hour after notification by MTS. If the one (1) hour timeline cannot be met, the Contractor must notify MTS of their new arrival time.

IV. Billing: Contractor shall provide its all-inclusive hourly rate (including but not limited to cost for labor, supplies, PPE, etc.) for the hours estimated per year in the cost proposal form. Contractor should note that actual usage may be more or less than estimated. When the need arises, MTS will inform the Contractor and the labor rate proposed will apply.

All work shall be done on a Work Order basis, initiated by MTS, and based on each occurrence. MTS will provide the Contractor with the specifics such as location, size etc., and Contractor shall send its employee/s to perform the work within the specified response time. The MTS PM, Facilities Supervisor or designee will work with Contractor upon arrival at the site to review the hours needed for fair and reasonableness. Contractor shall indicate the date and location of services in each invoice.

V. After notification of a person with confirmed COVID-19 on MTS property, the following cleaning and disinfecting protocol will be followed:

a. Buildings and/or specific rooms and areas where a COVID-19 positive person spent time will be assessed on a case-by-case basis. The cleaning scope will be implemented based on the risk of potential contamination as determined by MTS.

b. The MTS PM or designee will do the following (as applicable):

i. Communicate the scope of cleaning to Contractor who will be responsible for the complete cleaning.

ii. Identify areas that require restricted access during and immediately following enhanced cleaning.

iii. Communicate and coordinate with impacted MTS department(s).

c. When cleaning and disinfecting rooms with increased surface area due to a large number of desks, tables, and other furniture, and where a spray application of disinfectant is needed, Contractor must first notify MTS in advance what time the spraying will occur, so that determination can be made if it is during MTS normal work hours. Advance notice allows the building occupants to be apprised of the schedule for disinfection of the space and any areas that may require restricted access during cleaning.

d. PPE: The Contractor's cleaning crew will:

i. Follow the Enhanced Cleaning for Prevention Guidance outlined below (and as updated by [cdc.gov](https://www.cdc.gov)).

ii. Be fully trained on donning and doffing required PPE to prevent cross contamination.

- iii. Increase the level of PPE used during cleaning and disinfecting, including but not limited to:
  - Disposable gloves, gowns or a lab coat to protect contamination of clothing.
  - Safety glasses/goggles when there is a potential for splashing/spraying the disinfectant.
  - Wear one of the following respirators: N95 filtering face piece respirator, elastomeric half face air purifying respirator with particulate filters, or a powered air-purifying respirator with particulate filters.
- e. The Contractor's cleaning crew will review the COVID-19 Chemical Disinfectant Safety Information guide to potential health hazards and the recommended protective measures for common active disinfectant agents. When possible, they will open windows to the outside to increase air circulation.

#### VI. Enhanced Cleaning for Prevention Guidance:

- a. General guidance:
  - i. Increase the frequency of cleaning and disinfecting, focusing on high-touch surfaces, such as hall communal rooms, restrooms, buttons, handrails, tables, faucets, doorknobs, keyboards. Increased frequency of cleaning and disinfecting with attention to these areas helps remove bacteria and viruses, including the novel coronavirus.
  - ii. Practice good hand hygiene after cleaning (and always!):
    - Wash hands often with soap and warm water for at least 20 seconds.
    - If soap and warm water are not readily available, use an alcohol-based hand sanitizer that contains at least 60% alcohol.
- b. Safety guidelines during cleaning and disinfection:
  - i. Wear disposable gloves when cleaning and disinfecting. Gloves should be discarded after each use. Clean hands immediately after gloves are removed.
  - ii. Wear eye protection when there is a potential for splash or splatter to the face.
  - iii. Gowns or aprons are recommended to protect personal clothing.
  - iv. Store chemicals in labeled, closed containers. Keep them in a secure area. Store them in a manner that prevents tipping or spilling.
- c. Cleaning and disinfection of surfaces:

- i. Clean surfaces and objects that are visibly soiled first step in disinfection process. If surfaces are dirty to sight or touch, they should be cleaned using a detergent or soap and water prior to disinfection.
- ii. Clean and disinfect surfaces as soon as possible in areas where a person with respiratory symptoms (e.g., coughing, sneezing) was present.
- iii. Use an Environmental Protection Agency (EPA)-registered disinfectant for use against the novel coronavirus. Refer to the list of products pre-approved for use against emerging enveloped viral pathogens, or the list of disinfectants for use against SARSCoV-2.
- iv. Follow the manufacturer's instructions for safe and effective use of all cleaning and disinfection products (e.g., dilution concentration, application method and contact time, required ventilation, and use of personal protective equipment). The disinfectant concentrations and contact time are critical for effective surfaces disinfection. Ensure that disinfectants are prepared (well-ventilated areas) and handled safely, wearing the appropriate PPE to avoid chemical exposures. Review the COVID-19 Chemical Disinfectant Safety Information guide to potential health hazards and the recommended protective measures for common active disinfectant agents.
- v. Consult manufacturer recommendations on cleaning products appropriate for electronics. If no guidance is available, consider the use of alcohol-based wipes or spray containing at least 70% alcohol. Use of alcohol-based products may reduce risk of damage to sensitive machine components. Whenever possible, consider using wipeable covers for electronics. Dry surfaces thoroughly to avoid pooling of liquids.
- vi. The following products are effective for disinfection of hard, non-porous surfaces:
  - A 10% diluted bleach solution, an alcohol solution with at least 70% alcohol, and/or an EPA-registered disinfectant for use against COVID19.
  - Prepare a 10% diluted bleach solution by doing the following:
    - Mix five tablespoons of bleach per gallon of water.
    - After application, allow 2 minutes of contact time before wiping, or allow to air dry (without wiping).
- vii. For soft (porous) surfaces such as carpeted floor, rugs, and drapes:
  - Remove visible contamination (if present) and clean with appropriate cleaners indicated for use on these surfaces.
  - Use an EPA-registered disinfectant for use against COVID-19. Refer to the list of products pre-approved for use against emerging enveloped viral pathogens, or the list of disinfectants for use against SARS-CoV-2.

**SECTION B**  
**SAN DIEGO TROLLEY INC. (SDTI) SCOPE OF WORK**

<b>SECTION B.1</b>	<b>LIGHT RAIL VEHICLE (LRV) FLEET CLEANING AND BUILDINGS A, B, C, LRV MAINTENANCE TRAILERS AND YARD TOWER (GENERAL INFORMATION)</b>
<b>SECTION B.2</b>	<b>LIGHT RAIL VEHICLE (LRV) CLEANING</b>
<b>SECTION B.3</b>	<b>TROLLEY BUILDINGS A, B, C, LRV MAINTENANCE TRAILERS AND YARD TOWER CLEANING</b>
<b>SECTION B.4</b>	<b>TROLLEY BUILDINGS BREAKDOWN OF DAILY, WEEKLY, BI-MONTHLY, MONTHLY, QUARTERLY, AND BI-ANNUALLY CONDUCTED SERVICES</b>
<b>SECTION B.5</b>	<b>AMERICAN PLAZA RESTROOM FACILITY</b>
<b>SECTION B.6</b>	<b>SDSU SECURITY FACILITY</b>
<b>SECTION B.7</b>	<b>BUILDING B REVENUE DEPARTMENT</b>
<b>SECTION B.8</b>	<b>ROADWAY WORKER TRAINING CLASSROOM</b>
<b>SECTION B.9</b>	<b>NOBEL AND UTC MTS PARKING STRUCTURES</b>
<b>SECTION B.10</b>	<b>BOGIE OVERHAUL SHOP</b>



**SECTION B.1**  
**LIGHT RAIL VEHICLE (LRV) FLEET CLEANING**  
**AND**  
**MAINTENANCE BUILDINGS A, B, C, LRV MAINTENANCE TRAILER AND YARD TOWER**  
**GENERAL INFORMATION**

**B.1.1 INTRODUCTION**

The following Scope of Work describes the cleaning requirements for SDTI's light rail vehicle (LRV) cleaning and janitorial services for its maintenance buildings A, B, C, two LRV Maintenance Trailers and the Yard Tower located at 1535 Newton Avenue, San Diego, CA 92101. Upon award, MTS Project Manager (MTS PM or designee) will coordinate access to keys with the Contractor as necessary.

The frequency of tasks for each location or area within a location, and some basic definitions and descriptions of the intended work will be defined in the beginning of each respective area. Hours to conduct work will be referenced next to each significant task.

Services shall include, but are not limited to, vacuuming, sweeping, mopping, stripping wax, trash removal, spot cleaning, window cleaning, and other miscellaneous duties required to present a neat and well-maintained appearance at all times.

**B.1.2 LANGUAGE REQUIREMENT**

For reasons related to safety and communication, the Contractor's designated supervisors must be fluent in reading, writing, and speaking the English language; and must be fluent in the language of their entire work force (if they do not read and speak English) and be able to communicate safety rules and precautions to their workforce.

**B.1.3 IDENTIFICATION CARDS**

All MTS facilities are secured facilities and require access control devices (identification cards, known as ID cards). Upon award of the contract, the Contractor's employees will be issued photo ID cards.

The Contractor will be allotted up to twenty (20) additional ID cards per contract year for new employees or lost ID cards. Additional ID cards required within a contract year will be charged to the Contractor at a cost of ten (\$10.00) dollars per ID card. When applicable, these charges will be deducted from the following month's invoice. The Contractor and their employees must have visible MTS identification on their person at all times.

**B.1.4 SAFETY**

MTS staff will conduct a safety class in English for all initial and newly hired Contractor employees. It is required for the Contractor's employees to attend the safety class prior to beginning work for the Contractor on the MTS facility property. Safety classes for newly hired employees during the contract period will be coordinated with the MTS PM.

Specific to LRV cleaning services, each day or night, the MTS LRV Supervisor will coordinate with the Contractor's Supervisor on "Blue Flagging" the yard tracks his crew is working on. Under no circumstances are the cleaning crew's personnel to place or remove "Blue Flags" on tracks without instruction from the MTS LRV Supervisor.

The scheduled cleaning of the LRVs shall not interfere with the Transportation Department setting up the yard for the morning revenue service or with the scheduled maintenance performed by the LRV Department.

### **B.1.5 TOOLS, MATERIALS AND SUPPLIES**

Annual consumption figures for contractor supplied materials are shown in the scope of work. Contractor shall supply all necessary cleaning tools, supplies, and labor to complete the required tasks and shall include these costs in the all-inclusive pricing. The tools and cleaning supplies must be approved by MTS prior to being used. Supplies must meet MTS, LRV manufacturer, paint manufacturer, and government regulations. A listing of supplies must be submitted to MTS for approval before use.

### **B.1.6 JANITORIAL CLOSETS**

MTS will provide the Contractor with janitorial closets in various locations for the purpose of storing approximately one (1) months' worth of supplies. The Contractor will also be required to maintain janitorial closets in a clean and orderly fashion.

### **B.1.7 CLEANING PRODUCTS**

#### **1. Cleaning Products for LRV**

The Contractor will submit a list of all cleaning products to be utilized and indicate what areas of the LRV will be cleaned using the product(s). All products and their intended area of cleaning will be subject to MTS approval. Products may require testing or additional information to ensure they will not damage LRV surfaces, create slippery or slick surfaces, leave discolored or sticky residue, leave streaks, create strong aromas or odors, damage passenger clothing, irritate human skin, or leave residue which can be poisonous to humans or animals (e.g. service dogs or transit police dogs).

#### **2. Cleaning Products for Trolley Buildings**

The Contractor will submit a list of all cleaning products to be utilized and for what purpose. All products and their intended area of cleaning will be subject to MTS approval. Products may require testing or additional information to ensure they will not damage surfaces, create slippery or slick surfaces, leave discolored or sticky residue, leave streaks, create strong aromas or odors, or leave residue which can be poisonous to animals (e.g. service dogs or transit police dogs).

#### **3. Products Requiring a Material Safety Data Sheet (MSDS)**

MTS retains the safety data sheets on an electronic database (currently CloudSDS). Contractors shall email the safety data sheets to Ngan Nguyen, MTS Environmental Health and Safety Specialist at [Ngan.Nguyen@sdmts.com](mailto:Ngan.Nguyen@sdmts.com) to upload into the database, and shall ensure the database is kept updated throughout the contract.

### **B.1.8 CORRECTING DEFICIENCIES**

The Contractor's Supervisor will be notified of any cleaning deficiencies found by MTS staff. The Contracting Supervisor will be required to document the deficiency and document when the deficiency was corrected. At the end of each shift, the Supervisor will submit this information to the MTS PM.

Daily Tasks:	Must be corrected within two (2) hours of notification.
Weekly Tasks:	Must be corrected within twenty-four (24) hours of notification.
Monthly Tasks:	Must be corrected within two (2) working days of notification.
Quarterly Tasks:	Must be corrected within five (5) working days of notification.
Semi-Annual Tasks:	Must be corrected within five (5) working days of notification.

### **B.1.9 LIQUIDATED DAMAGES**

Liquidated damages (LDs) shall be assessed per occurrence, for all tasks not performed as required throughout the term of the contract. LDs are a reasonable estimate of actual damages intended to compensate MTS for real economic damages and are not intended to be a penalty to Contractor. LDs shall be deducted from the Contractor's monthly invoice. Any LDs recovered shall be credited to the project account involved unless the Federal Government permits otherwise.

When a deficiency occurs due to inadequate Contractor performance, the Contractor shall receive notice from the MTS PM or LRV Supervisor. Upon notice, the Contractor shall correct the deficiency according to the schedule described in "Correcting Deficiencies." Daily tasks not corrected will be assessed liquidated damages once per day until corrected. Weekly, monthly and bi-annual tasks shall be assessed a one-time liquidated damage charge if a deficiency is not corrected according to the schedule described in "Correcting Deficiencies."

#### **1. Rates**

The rates are those that MTS would reasonably expect to incur if it had to contract with another vendor at a labor rate of \$65 per hour for the task plus an administrative fee of \$35, which is the labor rate MTS personnel would spend to ensure the deficiency is rectified. Rates take into account that the firm may not be familiar with MTS or LRVs and therefore MTS staff would have to train and/or supervise the replacement firm. LDs will be capped at 5% of the total contract amount.

As the scheduled times vary per building or LRV task, the total LD amount will be based on the hours specified as needed to do the work, and number of personnel required.

Example: Daytime LRV cleaning

Hours to complete the cleaning are 8:30 a.m. - 3:00 p.m.

LDs for this task will be \$35 + (\$65 x 6.5 hours x number of personnel required).

The tasks subject to the liquidated damages are those identified below:

- Daytime LRV Cleaning
- Nighttime LRV Cleaning
- Nightly LRV End Cleaning
- Bodily Fluids Removal (total hours required for each removal)
- Monthly LRV Cleaning

Quarterly LRV Cleaning  
LRV Floor Stripping Wax  
Cloth Upholstered Seat Cleaning  
LRV at Terminal Cleaning  
Daily Janitorial Tasks  
Weekly Janitorial Tasks  
Monthly Janitorial Tasks  
Quarterly Janitorial Tasks  
Semi-Annual Janitorial Tasks

## 2. Appeal Process

If the Contractor believes LDs are being imposed unjustly, the Contractor can file a written appeal with the MTS PM within twenty-four (24) hours of the notification of impending LDs. The letter must provide the exact circumstances on why the Contractor feels they should not be applied. The MTS PM will hold a review, and if necessary, meet with the Contractor. The MTS PM shall render a written decision to the Contractor. If the Contractor believes the decision is not acceptable and the situation warrants further consideration, an appeal for reconsideration may be filed in writing with the Manager of Procurement within forty-eight (48) hours of receiving the MTS PM's written decision. The Manager of Procurement shall review the request for reconsideration and a final determination shall be made in writing. The decision of the Manager of Procurement shall be final. No other appeals shall be heard for this particular incident. During the appeals process, the Contractor shall continue to diligently perform per the requirements of the contract including those in dispute.

## 3. Excusable Delays

Examples of excusable delays include, but are not limited to: freeway shutdowns, severe traffic, law enforcement actions, weather related issues or other events determined to be out of the Contractor's control which reasonably prevents the Contractor from performing required tasks, despite the Contractor's best efforts to overcome the aforementioned situations. In the event that the Contractor foresees a delay for any reason, the Contractor is to immediately contact the MTS PM or his/her designee to notify of a potential delay. Contact should be made immediately via telephone with an email following up the incident as documentation. The final determination of an excusable delay shall be made by the MTS PM.

## SECTION B.2

### LRV CLEANING

#### B.2.1 SCOPE OF WORK FOR LRV CLEANING

Contractor shall provide janitorial services for all one hundred seventy-one (171) SDTI LRVs and streetcars. All services outlined below will be performed seven (7) days a week, three hundred sixty-five (365) days a year (plus February 29<sup>th</sup> when applicable) without interruption to normal business of SDTI. As an operations department that must have continuous LRV service, Contractor shall work in coordination with the MTS PM as the quantity of LRVs and cleaning tasks on a given day are subject to fleet revenue requirements as dictated by the *MTS PM*.

LRV cleaning includes trolleys that are “in-service” and “out of service”. MTS’ LRV Supervisor will provide the Contractor with a list of LRVs that are **not** to be cleaned each day. LRVs found in the following status, condition, marking, or service areas are not to be entered or cleaned by Contractor personnel for safety purposes:

- LRVs on jacks
- LRVs on pit
- LRVs on wheel truing pit
- LRVs noted on hold list for an additional maintenance task
- LRVs running on the line

The following is a list of typical required supplies to perform the cleaning tasks. This list is provided for the benefit of the proposing Contractor and is not meant to be all-inclusive of necessary products required: Brooms, dust pans, industrial vacuum, mops, mop bucket and wringer, scrub brushes, rags, scrub pads, scrapers, tools for seat removal, gum-be-gone, glass cleaner, mild general purpose cleaner, floor cleaner, pressure washer, razors/razor holders, ladders, bodily fluid “sawdust” absorbing material, window squeegees, upholstery cleaner, rubber floor stripper, wax finisher and safety signs such as “wet floor” or “caution”.

#### B.2.2 DAYTIME CLEANING

Work hours to complete the cleaning:	8:30 a.m. - 3:00 p.m.
Average number of LRVs to clean each day:	Sixty (60) LRVs
Required contractor personnel:	Supervisor (1 minimum) and cleaning staff

The on-duty LRV Supervisor shall provide the Contractor’s Supervisor with a daily cut sheet of LRVs on hold that will not need to be cleaned for that day. When an LRV is found to have equipment compartments open or tools lying around, the Contractor’s Supervisor must consult with the on-duty LRV Supervisor before cleaning such LRV.

When LRVs are swept and cleaned, no trash shall be thrown out on the ballast in the storage yard. All trash must be picked up, placed into a garbage bag, and deposited into the dumpster in the yard.

The Contractor is expected to have a sufficient labor force and equipment to perform all cleaning in the specified time frame. Cleaning hours may be adjusted during special events to perform the necessary work.

1. Contractor Supervisor's Duties

When the Contractor's Supervisor arrives with his/her cleaning crew, he/she shall:

- a. Coordinate the day's cleaning activities with the on-duty LRV Supervisor and Controller.
- b. Obtain a list of LRVs scheduled to go through the car wash in order to wipe clean the excess water off the exterior of the windows of the LRV.
- c. Obtain a Daily Cut Sheet from the on-duty LRV Supervisor indicating which LRVs are not to be cleaned that day.

The Contractor's Supervisor will be permanently assigned a radio number from the LRV Supervisor so that he/she can be in radio communication with the LRV Supervisor and the Controller at all times. The Contractor will be responsible for the radio and if lost or damaged, the Contractor will be charged with the cost to replace the radio.

The LRV Supervisor or Controller will inform the Contractor's Supervisor of any changes or special requirements needed each day.

The Contractor will keep a written record, in a format to be approved by the MTS PM, of the type of work done, the LRV number, and date. He/she will report any abnormalities, irregularities, graffiti and damages to the interior and/or exterior of the LRV to the LRV Supervisor. The MTS form shall be turned in each day, documenting the LRVs that have been completed.

Abnormalities shall also be reported, via email, to the MTS PM.

2. Daytime LRV Interior Cleaning

- a. Collect all trash from floors and seats and place in a plastic bag.
- b. Sweep all floor surfaces including A and B end cabs thoroughly.
- c. Sweep all steps and step wells.
- d. Check floors for gum or other sticky substances and remove.
- e. Wipe clean all seats and seat backs with mild cleaning solution and clean cloth towel.
- f. Report seats with tears or other physical damage immediately to the LRV Supervisor upon completion of cleaning that specific LRV.

- g. Report all graffiti to the on-duty LRV Supervisor or Controller immediately.
- h. Wipe the kick plate wall areas that are not reachable using a clean mop or clean cloth towels and with the same cleaning solution as used on floors.
- i. Mop floors in all areas, including corners and grooves, with solution containing cleaning agents as described in the material listing to preserve and restore luster. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- j. Report any burned out light bulbs or fluorescent tubes to the Contractor's Supervisor and identify the LRV number. The Contractor's Supervisor will immediately notify the LRV Supervisor or Controller of this defect or any other abnormality that shall arise.
- k. Wipe clean all window ledges from top to bottom.

### **B.2.3 NIGHTTIME CLEANING**

Work hours to complete the cleaning  
(unless specifically noted otherwise):

7:30 p.m. - 3:00 a.m.

Average number of LRVs to clean each night:

One Hundred Thirty (130) LRVs

Required contractor personnel:

Shift Supervisor (1 minimum) and  
cleaning staff

The on-duty LRV Supervisor shall provide the Contractor's Supervisor with a Nightly Cut Sheet of hold LRVs that will not need to be cleaned for that evening. When an LRV is found to have equipment compartments open or tools lying around, the Contractor's Supervisor must consult with the on-duty LRV Supervisor before cleaning such LRV.

When LRVs are swept and cleaned, no trash shall be thrown out on the ballast in the storage yard. All trash must be picked up and put into a garbage bag and deposited into the dumpster in the yard.

The Contractor is expected to have a sufficient labor force and equipment to perform all cleaning in the specified time frame or adjusted hours during special events to perform the necessary work.

#### **1. Contractor Supervisors' Duties**

When the Contractor's Supervisor arrives with his/her cleaning crew, he/she shall:

- a. Coordinate the day's cleaning activities with the on-duty LRV Supervisor and Controller.
- b. Obtain a list of LRVs scheduled to go through the car wash, in order to wipe clean the excess water off the exterior of the windows of the LRV.



- c. Obtain a Nightly Cut Sheet from the on-duty LRV Supervisor indicating which LRVs are not to be cleaned that evening.

The Contractor's Supervisor will be permanently assigned a radio number from the LRV Supervisor so that he/she can be in radio communication with the LRV Supervisor and the Controller at all times. The Contractor will be responsible for the radio. If the radio is lost or damaged, the Contractor will be charged with the cost of replacing the radio.

The LRV Supervisor or Controller will inform the Contractor's Supervisor of any changes or special requirements needed each night.

The Contractor will keep a written record, on the MTS Special Forms, of the type of work done, the LRV number, and date. He/she will report any abnormalities, irregularities, graffiti and damages to the interior and/or exterior of the LRV to the LRV Supervisor. The MTS form shall be turned in each day, documenting the LRVs that have been completed.

Abnormalities shall also be reported, via email, to the MTS PM.

## 2. Nightly LRV Interior Cleaning Tasks

- a. Collect all large trash from floors and seats and place in a plastic bag.
- b. Sweep all floor surfaces including cabs A and B ends thoroughly.
- c. Sweep all steps and step wells.
- d. Check floors for gum or other sticky substances and remove.
- e. Dust Cabs A and B completely from top to bottom.
- f. Wipe clean all counters with cleaner and water solution and clean cloth towel. Special care is to be taken not to spill or excessively apply liquids into the control panel.
- g. Dust all light fixtures, curved sides of ceilings, doors, and vents completely to remove daily accumulation of dust.
- h. Wipe clean ceiling air conditioning ducts so that they are free of dust collections.
- i. Use a clean rag to wipe all handrails with mild cleaner and water solution.
- j. Check all painted surfaces of doors and remove stains and smudges.
- k. Wipe all vents clean to remove heavy dirt and grime.
- l. Use a clean cloth towel to wipe clean all seats and seat backs with mild cleaning solution.

- m. Report seats with tears or other physical damage immediately to the LRV Supervisor upon completion of cleaning that specific LRV.
- n. Wipe wall panels clean with a mild cleaning solution.
- o. Wipe the metal strip between the wall and the seats clean, paying particular attention to remove any stains from spilled liquids or dust.
- p. Wipe the metal equipment and sandboxes under the seats clean on all sides and on top by lifting the seat.
- q. Clean all interior painted surfaces of grease and other stains (including doors).
- r. Report all graffiti to the on-duty LRV Supervisor or Controller immediately.
- s. Check all sandboxes and fill if below two-thirds (2/3) capacity. MTS will provide the sand.
- t. Clean interior side of the passenger compartment windows, including interior operator cab windows in the seating areas, by using the proper cleaning solution and use a squeegee to completely remove prints and hair grease from both sides of the glass.
- u. Wipe all window ledges clean from top to bottom.
- v. Wipe the kick plate wall areas (that are not accessible using a mop), with clean cloth towels and with the same cleaning solution as used on floors.
- w. Mop floors in all areas, including corners and grooves, with solution containing cleaning agents as described in the material listing to preserve and restore luster. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- z. Report any burned out light bulbs or fluorescent tubes to the Contractor's Supervisor and identify the LRV number. The Contractor's Supervisor will immediately notify the LRV Supervisor or Controller of this defect or any other abnormality that shall arise.
- aa. Replace or remove MTS information flyers (referred to as "take-ones") on all cars as necessary. MTS will provide these flyers and zip-ties or other means of attaching them to the vehicle.

3. Nightly LRV Car End Cleaning (Exterior)

- a. Scrub with a soft brush and cleaner, then rinse A and B ends, articulation and eaves of LRV, including all painted surfaces, corners and ledges, destination sign glass, headlights and marker lights after LRVs pass through the LRV car wash to prevent carbon build up.
- b. Wash interior and exterior A and B end windshields and mirrors of each LRV with cleaning solution and hand squeegee nightly.

With a fleet of one hundred and seventy-One (171) LRVs and streetcars, it is impossible to wash each LRV every day. Contractor should be staffed to clean the car end exteriors of approximately one hundred and thirty (130) LRV exteriors as described below, on average, per night, in addition to the previously stated nighttime cleaning tasks.

4. Nightly LRV Carbon Cleaning (Entire Visible Carbody)

Utilizing vinegar and a clean, soft towel (or other solution as approved the MTS PM), wipe entire visible LRV carbody so that it is free of carbon buildup. With a fleet of one hundred and seventy-one (171) LRVs, it is impossible to wash each LRV daily.

Contractor should be staffed to Carbon Clean the entire exterior of approximately two (2) LRVs as described per night, in addition to the previously stated Night Time cleaning tasks.

5. Nightly LRV Operator's Cab Detailing (Each LRV has two [2] Cabs)

- a. Clean all hard-common surfaces inside the cab utilizing all-purpose cleaner or glass cleaner (as applicable).
- b. Clean the operator's seat with foaming agent (or similar product) to loosen dirt and allow for removal of dirt and stains on cloth surfaces.
- c. Sweep cab floor and mop with an appropriate floor soap and floor finish. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- d. Deodorize with a mildly scented fragrance upon completion of cab cleaning.

With a fleet of one hundred and seventy-one (171) LRVs, it is impossible to wash each LRV every day.

Contractor should be staffed to perform operator's cab detailing clean of approximately two (2) LRVs as described, per night, in addition to the previously stated Nighttime cleaning tasks.

6. Nightly LRV Rubber Flooring Scrub and Wax

- a. Scrub rubber flooring, steps/stairwells utilizing degreaser to remove grease and grime. This includes scrubbing and cleaning stainless steel pieces that are part of the flooring.
- b. Coat flooring and steps with all-purpose floor finish to be approved by MTS.

Contractor should be staffed to clean the rubber flooring scrub and wax of approximately two (2) LRVs, as described, per night, in addition to the previously stated Nighttime cleaning tasks.

7. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times)

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids before beginning work on MTS site.

Training to be at the expense of the contractor

In its proposal, contractor shall articulate the procedures that will be followed to clean bodily fluids from LRVs, consistent with current industry standards and meeting all OSHA standards.

By submitting a proposal, Contractor certifies that it shall train its staff assigned on this contract on these procedures.

8. LRV Camera Cleaning

- a. Clean six (6) interior and four (4) exterior camera lenses (8 cameras total per LRV).
- b. Approximately one hundred and thirty 130 LRVs per night will be cleaned per night utilizing soft microfiber cloths and approved cleaning solution if necessary

**B.2.4 MONTHLY CLEANING**

Available Time Period to Complete the Cleaning (approx.):

7:30 p.m. - 3:00 a.m.

Average Number of LRVs to Perform Monthly Cleaning Task Each Night:

Three (3) LRVs

Required Additional Contractor Personnel:

Cleaning Staff Dedicated to Monthly Tasks

In addition to items identified in nightly LRV cleaning, the following tasks shall be carried out during the monthly cleaning:

1. All painted surfaces, including the interior of A and B end cabs, shall be washed from top to bottom with appropriate cleaning agent.
2. Train operator seats should be thoroughly cleaned. All traces of grease and dirt shall be removed with the appropriate cleaning solution.
3. Wipe entire ceiling with a damp cloth using proper cleaning solution. Exterior of ceiling and lights shall be washed clean.
4. A list of completed LRVs shall be documented and turned in to the MTS PM.

**B.2.5 QUARTERLY LRV INTERIOR CLEANING**

Available Time Period to Complete the

Cleaning (approx.):	7:30 p.m. - 3:00 a.m.
Average Number of LRVs to Perform Quarterly Cleaning Task Each Night:	Three (3) LRVs
Required Additional Contractor Personnel:	Cleaning Staff Dedicated to Quarterly Tasks

NOTE: This cleaning staff is currently present Monday through Friday only as the quarterly tasks are spread out throughout the month.

This work shall be performed every three (3) months, or as directed by the MTS PM, in addition to monthly cleaning and shall be coordinated through the LRV Supervisor. Documentation of cleaning should be the responsibility of the Contractor with oversight from the LRV Supervisor.

The Contractor must submit a proposed schedule to the MTS PM, for approval.

The LRV Supervisor will schedule the fleet where approximately one-third (1/3) will be due to be cleaned every month. Listed below are the criteria that will be followed when a quarterly interior cleaning is to be done.

1. Quarterly Light Fixture Maintenance

Open light fixture covers and clean inside and outside of covers with proper cleaning solution.

Light fixtures shall be opened and secured by LRV maintenance staff.

2. Quarterly Cleaning

- a. The LRV Supervisor will examine the LRV floor and indicate the areas that need extra care. These areas will be cleaned and an extra coat of wax product applied.
- b. Remove all seats and clean with upholstery cleaning solution.
- c. All gum placed at any point of seat, seat back, or frame shall be removed. Seats should be put back in place upon completion of work.
- d. Apply cleaning solution to the floor and scrub all areas including the side floor kick boards. Use a wet pick-up vacuum to remove the cleaning solution.
- e. Scrub all metal thresholds at the end of floors and around the circular coupling in the middle of each LRV floor with a wire brush and a multipurpose degreaser.
- f. Wipe all walls and doors clean in all areas.
- g. Do a final touch-up cleaning to all corner areas or sections of floor where necessary.

- h. Scrub all steps and step wells with a coarse, plastic brush and rinse with clean water. Dry with a clean sponge or cloth towel. Hard to reach areas shall be done by hand without exception.
- i. Apply floor wax/finish. Floor should be dry and free of any particles or residues left from cleaning before the wax coating is applied. Application should be done with the proper applicator and should be done in fine layers to ensure better results in durability and brightness. Application method to be approved by MTS.

## **B.2.6 FLOOR STRIPPING WAX (OCCURS ALL YEAR LONG, ANY DAY OF THE WEEK)**

Available Time Period to Complete the Cleaning (approx.):

7:30 p.m. - 3:00 a.m.

Average Number of LRVs for Floor Stripping Task Each Month:

Fourteen (14) LRVs

Required Additional Contractor Personnel:

Cleaning Staff Dedicated to This Task

These tasks are currently performed any day of the week, and are schedule in coordination with the MTS PM. As an operations department that must have continuous LRV service, Contractor shall work in coordination with the MTS PM and must be flexible to strip wax the trolleys as they become available.

The LRV Supervisor will have the LRV spotted on a designated yard track where all electric power going to the car will be disconnected. Floor stripping will be conducted as follows:

1. Remove all seats and scrub/wash all vinyl seats and backs with upholstery cleaning solution. All gum placed at any point of seat, seatback, or frame shall be removed. Seats should be put back in place upon completion of work.
2. Strip floors and black rubber walls utilizing appropriate scrubbing machine, manual scrubbing equipment and stripping solution.
3. Do not use water hose to flush floor.
4. Wipe all walls and doors clean in all areas.
5. Clean all steps and step wells utilizing appropriate cleaning solution and scrubbing equipment. Dry with a sponge or cloth towel. Hard to reach areas shall be cleaned by hand without exception.
6. Apply floor wax or floor finish. Floor should be dry and free of any particles or residues left from cleaning before wax is applied. Application should be done with the proper applicator and should be done in fine layers to ensure better results in durability and brightness. A total of four (4) coats of wax shall be applied to the floor.

## **B.2.7 CLEANING LRVs AT TERMINAL STATION (TO BE DONE DAILY)**

The Contractor shall furnish the following staff to clean LRVs as they layover from 8:30 a.m. – 5:00 p.m., seven (7) days per week (These locations may adjust over time to support MTS operational needs):

- a. One (1) person at “12<sup>th</sup> & Imperial Station”
- b. One (1) person at “Courthouse Station”
- c. One (1) person at “San Ysidro Station”
- d. One (1) person at “UTC Station”
- e. One (1) person at “El Cajon Station) \*\*\*Effective January 1, 2024

The cleaner’s duties shall include picking up trash, sweeping floors, and removing graffiti (magic marker) when necessary.

If there is a spill made on the LRV, the cleaner will have all materials and supplies to clean up any spill, including bodily fluids.

On rainy days, the cleaner will be responsible to mop up excessive water on the floor inside the LRV. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.

The Contractor will be provided with a storage area for the employees supplies.



## SECTION B.3

### TROLLEY BUILDINGS A, B, C, LRV MAINTENANCE TRAILER AND YARD TOWER CLEANING

#### B.3.1 LOCATION OF WORK

MTS requires the Contractor to provide janitorial services on a regularly scheduled basis for four (4) buildings located at the SDTI Maintenance Facilities at 1535 Newton Avenue, San Diego, CA 92101. The buildings within these locations are identified as MTS Trolley Buildings A, B, C, Two LRV Office Trailers and the Yard Tower, and shown as ATT 2.

#### B.3.2 TIME AND FREQUENCY TO CONDUCT WORK

Cleaning will be done after 6:00 p.m. and before 6:00 a.m., seven (7) days per week, three hundred sixty-five (365) days per year (plus February 29, as applicable) at each building.

NOTE: There are some areas which will require service two (2) times per day, seven (7) days per week (e.g. lunchroom / coffee stations / kitchens / wayside locker room). Such areas are specified in the scope of work.

#### B.3.3 GENERAL DESCRIPTIONS

All buildings are of similar construction and finished with like materials. Walls at all building locations are painted. In general, all the buildings have concrete, vinyl, tile or carpeted floors.

Items and areas requiring janitorial services include but are not limited to:

Air Vents	Doors	Floors	Elevator Floors	Stairwells	Walls
Door Frames	Floorboards	Chairs	Sinks / Basins	Sidewalks	Planters
Offices	Classrooms	Meeting Rooms	Hallways	Lunch Areas (Indoor & Outdoor)	Lunch Tables
Restrooms	Restroom Floors	Restroom Fixtures	Counter Tops	Interior Wall Windows	Outside Windows
Stainless Steel Water Fountain, Basin, Sinks	Lockers	Door Window Panes (Inside & Outside)			

The following tasks are described with a general expectation of the how to properly complete the task and the types of items or situations which require notification to the

Contractor's Supervisor and/or the MTS PM. These tasks shall be performed independent of MTS' supervision, direction, or control:

1. Flooring:

- a. The Contractor shall vacuum all carpeted floor areas. Carpeted surfaces shall be maintained free of obvious dirt, dust, other debris and residual matter. All tears, burns, and raveling shall be annotated in the daily log and monthly summary report and brought to the attention of the MTS PM.
- b. Floor surfaces shall be swept clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture, or behind doors.
- c. All resilient and hard floor areas shall be damp mopped and spray buffed so that after mopping they are clean and free of dirt, water streaks, rust stains, mop marks, gum, grease, tar, etc., in order to present an overall appearance of cleanliness. The Contractor shall apply a uniform coating of nonskid floor finish so that the floors have a glossy appearance and are free of scuff marks, heel marks, and other stains and discolorations. There shall be no buildup of wax on the floor, baseboard, or walls. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- d. All tile and resilient flooring areas shall be free of old wax when stripped. A new base coat of non-slip floor wax shall be placed on the floor, so that after buffing, the finish is clean, glossy, and uniform in all areas. There shall be no build-up of wax in corners, doorsteps, or next to carpeted areas.

2. Floor Mats:

Floor mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. The Contractor shall remove soil and moisture from underneath entrance mats and return the mats to their normal location.

3. Trash Removal:

The Contractor shall empty, and return to their initial location, all wastebaskets and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed by the Contractor. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall in or around the facility or grounds during removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers at the site.

4. Low Dusting:

The Contractor shall thoroughly dust all horizontal surfaces of furniture and cleared desk tops, so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment, and from ledges, window sills, hand rails, etc., to a line up to eighty-four (84") inches above the floor level. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, smudges, or streaks on dusted surfaces caused by dusting tools. Note: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas. The Contractor shall not dust typewriters, computers, business machines, and equipment similar in nature.

5. Glass Cleaning:

The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim, partitions and bookcases and any other glass approximately seventy (70") inches off the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, or water. Glass shall not be cloudy.

6. Drinking Fountains:

The Contractor shall clean the drinking fountains. The porcelain or stainless-steel surfaces shall be clean and bright and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

7. Wood Paneling:

Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks, and spots.

8. Spot Cleaning:

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. The Contractor shall use germicidal detergent in restrooms, locker rooms, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall have a uniform appearance and be free of stains, spots, and evidence of soil.

9. Restrooms/Locker Rooms:

- a. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent followed by a clean water rinse.
- b. The Contractor shall de-scale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Contractor shall hot water power wash restroom floors and shower stalls on a weekly basis.

- c. The Contractor shall keep on hand, and resupply as necessary, restrooms/locker rooms with toilet paper, paper towels, and hand soap, so that after resupplying, the rooms are stocked. Contractor shall keep on hand a minimum quantity of supplies as annotated in the RFP.

10. High Cleaning:

High cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over eighty-four (84") inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, overhead piping, vertical surfaces, air-conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

11. Window Surfaces:

The Contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

12. Light Fixtures:

The Contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

13. Venetian Blinds:

Both sides of venetian blind slats shall be dusted with a dry cloth, so that after dusting, no dust or lint remains.

Wash all venetian blinds in building. Clean cords. Report any defective cords to the MTS PM in accordance to the reporting requirements annotated in the monthly summary report. Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

14. Refrigerators:

All refrigerators located in the common area break rooms shall be cleaned so that there are no drips, spills, or other food or debris on the walls, shelves or floor of the refrigerator. The top of the refrigerator shall be cleaned so that no dust, dirt, or debris remains. The insulating seals on the refrigerator shall be cleaned so that no spills, dirt, dust or other debris remain and the seal is clean all the way around the door. The air vent on the bottom and/or back of the refrigerator shall be cleaned so that no dust, dirt, or debris remains and the air is able to circulate freely.

15. Carpets:

All carpets shall be shampooed, clean, free of spots, spills, and removable stains. If necessary, non-absorbent pads or foil will be placed between the carpet and the furnishings. Any rust or stains resulting from the Contractor's lack of carpet protection shall be removed by the Contractor. Carpet shall be vacuumed prior to

the arrival of the occupants. Any furnishings moved during the carpet shampoo process shall be returned to their original positions.

16. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times)

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids.

In its proposal, contractor shall articulate the procedures that will be followed to clean bodily fluids from LRVs, consistent with current industry standards and meeting all OSHA standards.

By submitting a proposal, Contractor certifies that it shall trained its staff assigned on this contract on these procedures.

**B.3.4 DAILY LOG:**

The Contractor shall maintain a "Daily Log" certifying performance of scheduled services. The "Daily Log" shall include a checklist of scheduled duties and the date and time services were performed. In addition, the "Daily Log" shall include space for reporting site discrepancies found during routine cleaning. Discrepancies reported shall include, at a minimum, burnt out light fixtures, broken and unserviceable equipment, safety hazards, and/or any other information the Contractor feels should be included. The Contractor shall notify the MTS PM, as soon as possible, any/all site discrepancies found during routine cleaning that could reasonably pose a potential safety hazard or security risk.

**B.3.5 MONTHLY SUMMARY REPORT:**

A monthly "Summary Report" of the "Daily Logs" for each building shall be submitted to the MTS PM on the last Friday of each month. This "Summary Report" shall be certified by the Contractor verifying services recorded on the "Daily Log" have been performed and are in accordance to the contract terms. In addition, the Contractor shall include all discrepancies identified during the reporting period and corrective measures taken to remedy the situation in this report.

**B.3.6 CLEANING AND JANITORIAL SUPPLIES**

MTS will provide a storage area to accommodate cleaning and janitorial supplies in each building. The Contractor may choose to neatly store materials in additional janitor closets designated for that purpose. At each storage location, Minimum Inventory Lists (MIL) and product Material Safety Data Sheets (MSDS) shall be maintained and available for inspection. The Contractor will ensure that a ready supply not less than the quantities listed below is available at each building.

The following items are to be supplied by the Contractor and reflect the minimum quantities to be on hand during the performance of this contract:

1. Toilet Tissue - Shall be 2-ply with a non-slick surface as approved by the Maintenance Department Manager.
2. Multifold Towels - Shall be supplied to fit roll and multifold dispensers.

3. Toilet Seat Covers - Shall be the flushable type.
4. Liquid Hand Soap - Shall be a heavy detergent type, anti-bacterial (not a dishwashing liquid) as approved by the Maintenance Department Manager.
5. Trash Can Liners (Small) – Shall be clear unscented bags.
6. Trash Can Liners (Medium) – Shall be clear unscented bags.
7. Trash Can Liners (Large) – Shall be clear unscented bags.
8. Room Deodorizer – Neutral clean smelling room deodorizer.
9. Dish Soap – Neutral clean smelling dish washing soap.
10. Floor Wax - Non-slip floor wax.
11. Scouring Powder - For sinks and stools shall be a heavy-duty non-abrasive type.
12. Stainless Steel Cleaner - Shall be of a type specifically designed to clean and polish stainless steel surfaces.
13. Urinal Strainers with Deodorant Blocks - Shall be rubber or plastic. Blocks shall be strong deodorant type.
14. Toilet Bowl Cleaner - Shall contain an acid cleaner to remove calcium deposits and be pleasantly scented.
15. Soap for Mopping Floors - Shall be pleasantly scented.

The following are approximate yearly commodity usage figures:

Item Description	Case/QTY	A	B	C
		Usage/Yr	Usage/Yr	Usage/Yr
2-ply Tissue Roll	96	151 cases	151 cases	151 cases
Multifold Towels	20/200	421 cases	421 cases	421 cases
Toilet Seat Covers	20/250	32 cases	32 cases	32 cases
Liquid Hand Soap	4 gal.	40 cases	40 cases	40 cases
Trash Can Liner (Small)	1000	10 cases	10 cases	10 cases
Trash Can Liner (Med)	100	79 cases	79 cases	79 cases
Trash Can Liner (Large)	100	345 cases	345 cases	345 cases
Room Deodorizer	1 gal.	270 gal.	270 gal.	270 gal.
Dish Washing Soap	1 gal.	325 gal.	325 gal.	325 gal.

Item Description	Case/QTY	A	B	C
		Usage/Yr	Usage/Yr	Usage/Yr
Incidentals:				
Floor Wax	5 gal.	2 cases	2 cases	2 cases
Scouring Powder	4 cans	8 cases	8 cases	8 cases
Stainless Steel Cleaner	4 cans	7 cases	7 cases	7 case
Urinal Strainers / Deodorant Blocks	25 each	2 case	2 case	2 case
Toilet Bowl Cleaner	1 qt.	156 qt.	156 qt.	156 qt.
Floor Soap	2 gal.	21 cases	21 cases	21 cases

**NOTE:** Please be advised that the above usage figures are approximations only to assist you in preparing your proposal. They do not reflect guaranteed usage by MTS.



## SECTION B.4

### TROLLEY BUILDINGS BREAKDOWN OF DAILY, WEEKLY, BI-MONTHLY, MONTHLY, QUARTERLY, AND BI-ANNUALLY CONDUCTED SERVICES

#### B.4.1 BUILDING A, B, C, TWO LRV MAINTENANCE OFFICE TRAILERS AND TOWER

##### 1. Lobby / Offices / Hallways / Conference Rooms / Etc.

###### a. Daily

- i. Spot clean inside and outside entrance glass.
- ii. Gather all trash for disposal. Replace liners if needed.
- iii. Sweep, dust mop, and damp mop hard surface floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- iv. Vacuum carpets. Spot clean as needed (spots smaller than a silver dollar).
- v. Spot clean glass in partitions and doors.
- vi. Empty waste baskets and insert new plastic liners.
- vii. Feather dust desks, bookcases, file cabinets, chairs and office machines. Dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.
- viii. Scour stainless steel drinking fountains, and sinks and sideboards in kitchenettes.
- ix. Maintain janitorial closet in a clean and orderly fashion.

###### b. Weekly

- i. Perform all high, low, and perimeter dusting.
- ii. Remove fingerprints and marks from doors and light switches.
- iii. Thoroughly dust cleared areas of desks, counters, tables, etc.
- iv. Carefully clean spots on walls.
- v. Hot water power-wash with warm soapy water and disinfectant all restroom and shower stalls.

###### c. Monthly

- i. Detail vacuum around and under desks, baseboards, corners, etc.
- ii. Spot clean kick plates and baseboards.
- iii. Feather dust all mini and vertical blinds.
- iv. Vacuum all ceiling vents.
- d. Bi-Monthly (Six [6] Times Per Year)  
Clean all carpeted areas (chemical dry clean). It will not be necessary to remove and replace all the furniture in every office; however, periodically some moving may be necessary. When this becomes necessary, the Contractor will be instructed by the MTS PM.
- e. Quarterly (March, June, September, December)  
Wash walls, doors, and frames in all halls and stairwells.
- f. Semi-Annually (March and September)
  - i. Strip and re-wax asphalt tile floor.
  - ii. Wash interiors and exteriors of outside windows.

## **2. Lunchroom / Coffee Stations / Kitchens / Wayside Locker Room**

- a. Twice Daily (seven days per week, 6:00 a.m. to 12:00 p.m. & 6:00 p.m. to 6:00 a.m.)
  - i. Spot clean inside and outside entrance glass.
  - ii. Gather all trash for disposal. Replace liners if needed.
  - iii. Sweep, dust mop, and damp mop hard surface floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
  - iv. Clean microwave oven inside and out.
  - v. Clean and sanitize sink, counters, tables, etc.
  - vi. Clean and refill all dispensers.
  - vii. Clean and sanitize drinking fountains and/or water dispenser.
  - viii. Throw away newspapers and neatly stack periodicals.
  - ix. Wash tables with hot soapy water.
  - x. Fill towel dispensers.

xi. Replenish all supplies.

b. Weekly

- i. Wipe down exterior of refrigerator, vending machines, and cabinets.
- ii. Spot clean walls, doors, etc. for marks and fingerprints.
- iii. Clean interior and exterior of glass windows in office (interior windows in tower only).
- iv. Hot water pressure-wash with warm soapy water and disinfectant all restrooms and shower stalls.

c. Monthly

Wipe down interior of refrigerators and discard perishable foods.

d. Quarterly (March, June, September, December)

Wash walls, doors, and frames.

e. Bi-Annually (March, September)

- i. Strip and re-wax asphalt tile floor.
- ii. Wash interiors and exteriors of outside windows.
- iii. Replenish all supplies.

**3. Stairwells / Elevators**

a. Daily (seven days per week)

- i. Thoroughly clean and polish elevator doors and walls.
- ii. Vacuum elevator carpets.
- iii. Inspect all stairs and landing for trash or debris and remove.
- iv. Spot vacuum/mop stairs and landings as necessary. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

b. Weekly

- i. Thoroughly sweep and mop/vacuum stairwells and landings. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- ii. Clean all banisters and railings.

- iii. Remove cobwebs from stairwells.
- iv. Brush/vacuum elevator tracks with a detail vacuum.

**4. Restrooms / Showers / Locker Rooms (As Applicable to Each Building)**

- a. Daily (seven days per week)
  - i. Empty trash, sanitize container, and replace liners.
  - ii. Sweep, damp mop, and sanitize floors. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
  - iii. Clean and sanitize all toilets, urinals, sinks, and counters. All urinals must have deodorant screens.
  - iv. Clean and refill all dispensers, toilet paper, soap, towels, etc.
  - v. Clean and sanitize fixtures, mirrors, and polish chrome fittings.
  - vi. Spot clean walls, partitions, doors, and light switches.
  - vii. Clean sanitary containers as required.
  - viii. Clean and sanitize showers.
  - ix. Clean interior and exterior of glass doors.
  - x. Scrub brush with hot soapy water and mop restroom floors. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
  - xi. Sweep cove base and wet mop with warm soapy water.
  - xii. Clean each wash basin with scouring powder.
  - xiii. Wash and disinfect stool seats and urinals.
  - xiv. Empty waste paper and women's sanitary refuse containers and insert new liners.
  - xv. Fill paper towel, toilet paper, and paper seat cover holders.
  - xvi. Wipe dry washbasins and fixtures after cleaning.
  - xvii. Replenish all supplies.
  - xviii. Sweep and wet mop lunchroom with warm soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.

- xix. Clean each basin and wipe dry after cleaning.
- xx. Empty waste baskets and insert new plastic liners.
- b. Weekly
  - i. Dust all horizontal surfaces including tops of lockers if clear.
  - ii. Thoroughly sanitize walls and partitions.
  - iii. Pour water down drains to prevent sewer gases from escaping.
  - iv. Brush down ceiling vents.
  - v. Hot water pressure-wash with warm soapy water and disinfectant all restrooms and shower stalls.
- c. Monthly
  - i. Machine scrub all vinyl floors and restrooms.
  - ii. Machine scrub all tile floors and restrooms.
- d. Quarterly (March, June, September, December)
  - Wash all exterior windows.
- e. Bi-Monthly (Six [6] Times Per Year)
  - All the carpeted areas shall be chemical dry cleaned on a bi-monthly basis. It will not be necessary to remove and replace all the furniture in every office; however, periodically some moving may be necessary. When this becomes necessary, the Contractor will be instructed by the MTS PM.
- f. Bi-Annually (March and September)
  - i. Wash all interior windows.
  - iii. Strip and re-wax asphalt tile floor.

#### **B.4.2 SUMMARY OF BUILDINGS**

Interior areas to be cleaned at all locations are the walls, doors, and floors including the elevators, stairwells, offices, classrooms, meeting rooms, halls, men's and women's restrooms and fixtures, employee lunch areas with tables, benches, chairs, countertops and fixtures, and both sides of door panels and windows.

Cleaning will be done after 6:00 p.m. and before 6:00 a.m. seven (7) days per week, Sunday through Saturday at each building.

The cleaning of the carpets, as described in this Scope of Work, is the responsibility of the Contractor. The following table identifies the rooms requiring janitorial services and approximate square footage of each building:

Approximate Square Footage	Building	Offices Located Within Building	Floor Type(s)
1080	Building A	Wayside Training Room attached to Parking structure Vinyl Floor with restroom Training Room	structure Vinyl Floor with restroom
2000	LRV Maintenance Offices Trailer 1	Maintenance Offices (5) Restrooms (2) Conference Room Kitchen	Carpet Vinyl Flooring
720	LRV Maintenance Office Trailer 2	Maintenance Offices (2) Conference / Training Area	Vinyl Flooring
3199	Building C 2nd Floor	CCI / Security Offices	Carpet Vinyl Flooring
520	Building A (Center Tier)	Train Operators Lounge Train Operators Kitchen Training Room Training Supervisor's Office Assignment's Office Wayside Supervisor's Office	Carpet Vinyl Flooring
3000	Building A (North Tier)	Operations Control Room Management Offices (2) & Break room (1) Conference Room Hallway/Stairway Elevator Restrooms/Locker (2)	Carpet Vinyl Flooring

Approximate Square Footage	Building	Offices Located Within Building	Floor Type(s)
2000	Building A (South Tier)	LRV Documentation/Clerk's Office Wayside Clerk's Office Track Supervisor's Office Wayside Supt. Office Assistant Supt. Office Wayside/LRV Training Room This room is now the transportation locker room 400sq' Vinyl Wayside locker room is 400sq'	Carpet Vinyl Flooring
506	Tower	Upstairs Area	Vinyl Flooring
822	Building B	Facilities Offices, Bathrooms Lockers and Lounge	Carpet Vinyl Flooring
376	Building B	Stores Offices	Tile Flooring



**SECTION B.5**  
**AMERICAN PLAZA RESTROOM FACILITY**  
**GENERAL INFORMATION**

**B.5.1 INTRODUCTION**

The following Scope of Work describes the minimum service required for janitorial services at SDTI's American Plaza Restroom facility. Service shall include, but not limited to sweeping, mopping, trash removal, spot cleaning, glass cleaning, and other miscellaneous duties required to present a neat and well-maintained appearance of restroom facility at all times. All work performed shall, at a minimum, meet the requirements outlined in the Scope of Work. All work performed shall be done in a professional behavior and workmanship manner and shall conform to industry standards. The contractor shall comply with MTS requirements herein.

**B.5.2 LOCATION OF WORK**

MTS requires the Contractor to provide janitorial service on a regularly scheduled basis of ONE restroom facility located at **600 West Broadway, San Diego, CA, 92101**.

**B.5.3 CONTRACTOR RESPONSIBILITY**

The Contractor shall provide all skilled labor, tools, supplies, equipment, transportation, supervision, and management necessary to effectively perform the services outlined in the Scope of Work.

**B.5.4 TIME AND FREQUENCY TO CONDUCT WORK**

Cleaning will be done twice a day. First cleaning will be performed between the hours of 8:00am and 9:00am. The second cleaning will be performed between the hours of 5:00pm and 6:00pm., seven (7) days per week, three hundred sixty-five (365) days per year.

**B.5.5 RESTROOM**

- a) The Contractor shall disinfect all surfaces, stalls, faces of toilet bowls, urinals, lavatories, dispensers, and other such surfaces, using a germicidal detergent followed by a clean water rinse.
- b) The Contractor shall de-scale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
- c) The contractor shall keep on hand, and resupply as necessary, restroom toilet paper, paper towels, toilet seat covers, room deodorizer, trash can liners, urinal strainers with deodorant blocks and hand soap, so that after resupplying, the restroom are stocked.

**B.5.6 RESTROOM DAILY**

- a) Empty trash, sanitize containers, and replace liners.
- b) Sweep, damp mop, and sanitize floor.
- c) Clean and sanitize toilet, urinal, sink, and counter top.
- d) Clean and refill all dispensers, toilet paper, soap, towels, etc.

- e) Clean and sanitize fixtures, mirrors, and polish chrome fittings.
- f) Spot clean walls, partitions, doors, and light switches.
- g) Clean sanitary containers as required.
- h) Clean interior and exterior of doors.
- i) Scrub brush with hot soapy and mop restroom floors.
- j) Sweep cove base and wet mop with warm soapy water.
- k) Clean each wash basin with scouring powder.
- l) Wash and disinfect stool seats and urinals.
- m) Empty waste paper and women's sanitary refuse containers and insert new liners.
- n) Fill paper towel, toilet paper, and paper seat cover holder.
- o) Wipe dry washbasins and fixtures after cleaning.
- p) Replenish all supplies.

#### **B.5.7 WEEKLY**

- a) Dust all horizontal surfaces
- b) Thoroughly sanitize walls and partitions.
- c) Pour water down drains to prevent sewer gases from escaping.
- d) Brush down ceiling vents.

#### **B.5.8 MONTHLY**

- a) Machine scrub all tile floors in restroom.

Item Description	Case/QTY	Building A	American Plaza
		Usage/Yr	Usage /Yr
2-ply Tissue Roll	96	151 cases	18 cases
Multifold Towels	20/200	421 cases	72 cases
Toilet Seat Covers	20/250	32 cases	9 cases
Liquid Hand Soap	4 gal.	40 cases	9 cases
Trash Can Liner (Small)	1000	10 cases	N/A
Trash Can Liner (Med)	100	79 cases	8 cases
Trash Can Liner (Large)	100	345 cases	N/A
Room Deodorizer	1 gal.	270 gal.	48 gal
Hand Washing Soap	1 gal.	325 gal.	60 gal

Item Description	Case/QTY	Building A	American Plaza
		Usage/Yr	Usage /Yr
Incidentals:			
Floor Wax	5 gal.	2 cases	N/A
Scouring Powder	4 cans	8 cases	2 case
Stainless Steel Cleaner	4 cans	7 cases	2 case
Urinal Strainers / Deodorant Blocks	25 each	2 case	1 case
Toilet Bowl Cleaner	1 qt.	156 qt.	15 qt.
Floor Soap	2 gal.	21 cases	3 cases

## SECTION B.6

### SDSU Security Facilities

#### B.6.1 LOCATION OF WORK

MTS requires the Contractor to provide janitorial service on a regularly scheduled basis of ONE MTS Security Office located at 5260 Campanile Dr. San Diego, CA, 92182. The building at this location is identified as MTS Security Office, and shown as ATT 2.

#### B.6.2 JANITORIAL CLOSETS

MTS will **NOT** provide the Contractor with a janitorial closet.

#### B.6.3 TIME AND FREQUENCY TO CONDUCT WORK

Cleaning will be done after 6:00 p.m. and before 6:00 a.m., **three (3) days per week, Mondays, Wednesdays and Fridays.**

#### B.6.4 GENERAL DESCRIPTIONS

The following tasks are described with a general expectation of how to properly complete the task and the types of items or situations which require notification to the Contractor's Supervisor and/or the MTS PM. These tasks shall be performed independent of MTS supervision, direction or control:

Air Vents	Doors	Floors	Offices	Hallways	Walls
Door Frames	Floorboards	Chairs	Meeting Rooms	Counter Tops	Outside Windows
Interior Wall Windows	Door Window Panes (Inside & Outside)				

1. Flooring:

- a. The Contractor shall vacuum all carpeted floor areas. Carpeted surfaces shall be maintained free of obvious dirt, dust, other debris and residual matter. All tears, burns, and raveling shall be annotated in the daily log and monthly summary report and brought to the attention of the MTS PM.
- b. Floor surfaces shall be swept clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture, or behind doors.

2. Wood Paneling:

Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks, and spots.

3. Spot Cleaning:

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. Brass hardware, aluminum bars, and other metal on doors shall have a uniform appearance and be free of stains, spots, and evidence of soil.

4. High Cleaning:

High cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over eighty-four (84") inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, overhead piping, vertical surfaces, air-conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

5. Window Surfaces:

The Contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

6. Light Fixtures:

The Contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

7. Venetian Blinds:

Both sides of venetian blind slats shall be dusted with a dry cloth, so that after dusting, no dust or lint remains.

Wash all venetian blinds in building. Clean cords. Report any defective cords to the MTS PM in accordance to the reporting requirements annotated in the monthly summary report. Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

8. Carpets:

All carpets shall be shampooed, clean, free of spots, spills, and removable stains. If necessary, non-absorbent pads or foil will be placed between the carpet and the furnishings. Any rust or stains resulting from the Contractor's lack of carpet protection shall be removed by the Contractor. Carpet shall be vacuumed prior to the arrival of the occupants. Any furnishings moved during the carpet shampoo process shall be returned to their original positions.

9. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times)

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids.

Contractor has articulated the procedures that will be followed to clean bodily fluids from LRVs, consistent with current industry standards and meeting all OSHA standards.

By submitting a proposal, Contractor has certified that it shall train its staff assigned on this contract on these procedures.

#### **B.6.5 DAILY LOG:**

The Contractor shall maintain a "Daily Log" certifying performance of scheduled services. The "Daily Log" shall include a checklist of scheduled duties and the date and time services were performed. In addition, the "Daily Log" shall include space for reporting site discrepancies found during routine cleaning. Discrepancies reported shall include, at a minimum, burnt out light fixtures, broken and unserviceable equipment, safety hazards, and/or any other information the Contractor feels should be included. The Contractor shall notify the MTS PM, as soon as possible, any/all site discrepancies found during routine cleaning that could reasonably pose a potential safety hazard or security risk.

#### **B.6.6 MONTHLY SUMMARY REPORT:**

A monthly "Summary Report" of the "Daily Logs" for each building shall be submitted to the MTS PM on the last Friday of each month. This "Summary Report" shall be certified by the Contractor verifying services recorded on the "Daily Log" have been performed and are in accordance to the contract terms. In addition, the Contractor shall include all discrepancies identified during the reporting period and corrective measures taken to remedy the situation in this report.

#### **B.6.7 CLEANING AND JANITORIAL SUPPLIES**

MTS will **NOT** provide a storage area. Cleaning supplies and equipment will need to be brought in on service days.

The following items are to be supplied by the Contractor and reflect the minimum quantities to be on hand during the performance of this contract:

5. Trash Can Liners (Small) – Shall be clear unscented bags.
8. Room Deodorizer – Neutral clean smelling room deodorizer.
12. Stainless Steel Cleaner - Shall be of a type specifically designed to clean and polish stainless steel surfaces.

The following are approximate yearly commodity usage figures:

Item Description	Case/QTY	A
		Usage/Yr
Trash Can Liner (Small)	1000	2 cases
Room Deodorizer	1 gal.	12 gal.

**NOTE:** Please be advised the above usage figures are approximations to assist in preparing proposal. They do not reflect guaranteed usage by MTS.

### **B.6.8 CORRECTING DEFICIENCIES**

The Contractor's Supervisor will be notified of any cleaning deficiencies found by MTS staff. The Contracting Supervisor will be required to document the deficiency and document when the deficiency was corrected. At the end of each shift, the Supervisor will submit this information to the MTS PM.

Daily Tasks:	Must be corrected within two (2) hours of notification.
Weekly Tasks:	Must be corrected within twenty-four (24) hours of notification.
Monthly Tasks:	Must be corrected within two (2) working days of notification.
Quarterly Tasks:	Must be corrected within five (5) working days of notification.
Semi-Annual Tasks:	Must be corrected within five (5) working days of notification.

### **B.6.9 MTS SDSU Security Office**

#### **1. Offices / Hallways / Conference Rooms / Etc.**

##### **a. Daily**

- i. Spot clean inside and outside entrance glass.
- ii. Gather all trash for disposal. Replace liners if needed.
- iii. Sweep, dust mop, and damp mop hard surface floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- iv. Vacuum carpets. Spot clean as needed (spots smaller than a silver dollar).
- v. Spot clean glass in partitions and doors.
- vi. Empty waste baskets and insert new plastic liners.
- vii. Feather dust desks, bookcases, file cabinets, chairs and office machines. Dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.

##### **b. Weekly**

- i. Perform all high, low, and perimeter dusting.
- ii. Remove fingerprints and marks from doors and light switches.
- iii. Thoroughly dust cleared areas of desks, counters, tables, etc.
- iv. Carefully clean spots on walls.
- v. Clean interiors and exteriors of outside windows.

c. Monthly

- i. Detail vacuum around and under desks, baseboards, corners, etc.
- ii. Spot clean kick plates and baseboards.
- iii. Feather dust all mini and vertical blinds.
- iv. Vacuum all ceiling vents.

d. Bi-Monthly (Six [6] Times Per Year)

Clean all carpeted areas (chemical dry clean). It will not be necessary to remove and replace all the furniture in every office; however, periodically some moving may be necessary. When this becomes necessary, the Contractor will be instructed by the MTS PM.

e. Quarterly (March, June, September, December)

Wash walls, doors, and frames in all halls and stairwells.



## SECTION B.7

### Revenue Department, Building B

#### B.7.1 LOCATION OF WORK

MTS requires the Contractor to provide janitorial service on a regularly scheduled basis of MTS Revenue Department office space located in MTS Building “B” at 1341 Commercial St. San Diego, CA 92113, as shown as ATT 2.

#### B.7.2 SUMMARY OF BUILDING

The following table identifies the approximate square footage of the office space and restroom to be serviced under this contract shown in ATT 2.

Approximate Square Footage	Area Usage	Floor Type (s)
450	Breakroom	Asphalt Tile
600	Office/ Test Lab	Carpet / Epoxy
64	Restroom	Vinyl
440	Hallway	Asphalt Tile
72	Intake Room	Asphalt Tile
1,130	Office Rooms	Asphalt Tile / Carpet

#### B.7.3 TIME AND FREQUENCY TO CONDUCT WORK

Cleaning will be done after 5:00 p.m. and before 10:00 p.m., **five days per week, Monday through Friday**.

#### B.7.4 GENERAL DESCRIPTIONS

The following tasks are described with a general expectation of how to properly complete the task and the types of items or situations which require notification to the Contractor’s Supervisor and/or the MTS PM. These tasks shall be performed independent of MTS supervision, direction or control:

Air Vents	Doors	Floors	Offices	Hallways	Walls
Door Frames	Floorboards	Chairs	Meeting Rooms	Counter Tops	Windows (Inside and Out)
Interior Wall Windows	Door Window Panes (Inside & Outside)	Floors / Carpet	Fixtures		

#### A. Flooring:

- i. The Contractor shall vacuum all carpeted floor areas. Carpeted surfaces shall be maintained free of obvious dirt, dust, other debris and residual matter. All tears, burns, and raveling shall be annotated in the daily log and monthly summary report and brought to the attention of the MTS PM.
- ii. Floor surfaces shall be swept clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture, or behind doors.

**B. Wood Paneling:**

Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks, and spots.

**C. Spot Cleaning:**

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. Brass hardware, aluminum bars, and other metal on doors shall have a uniform appearance and be free of stains, spots, and evidence of soil.

**D. High Cleaning:**

High cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over eighty-four (84") inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, overhead piping, vertical surfaces, air-conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

**E. Window Surfaces:**

The Contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

**F. Light Fixtures:**

The Contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

**G. Venetian Blinds:**

Both sides of venetian blind slats shall be dusted with a dry cloth, so that after dusting, no dust or lint remains. Wash all venetian blinds in building. Clean cords. Report any defective cords to the MTS PM in accordance to the reporting requirements annotated in the monthly summary report. Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

**H. Carpets:**

All carpets shall be shampooed, clean, free of spots, spills, and removable stains. If necessary, non-absorbent pads or foil will be placed between the carpet and the furnishings. Any rust or stains resulting from the Contractor's lack of carpet protection shall

be removed by the Contractor. Carpet shall be vacuumed prior to the arrival of the occupants. Any furnishings moved during the carpet shampoo process shall be returned to their original positions.

**I. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times):**

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids.

Contractor shall articulate the procedures that will be followed to clean bodily fluids.

By submitting a proposal, Contractor has certified that it shall train its staff assigned on this contract on these procedures.

**B.7.5 DAILY LOG:**

The Contractor shall maintain a "Daily Log" certifying performance of scheduled services. The "Daily Log" shall include a checklist of scheduled duties and the date and time services were performed. In addition, the "Daily Log" shall include space for reporting site discrepancies found during routine cleaning. Discrepancies reported shall include, at a minimum, burnt out light fixtures, broken and unserviceable equipment, safety hazards, and/or any other information the Contractor feels should be included. The Contractor shall notify the MTS PM, as soon as possible, any/all site discrepancies found during routine cleaning that could reasonably pose a potential safety hazard or security risk.

**B.7.6 MONTHLY SUMMARY REPORT:**

A monthly "Summary Report" of the "Daily Logs" for each building shall be submitted to the MTS PM on the last Friday of each month. This "Summary Report" shall be certified by the Contractor verifying services recorded on the "Daily Log" have been performed and are in accordance to the contract terms. In addition, the Contractor shall include all discrepancies identified during the reporting period and corrective measures taken to remedy the situation in this report.

**B.7.7 CLEANING AND JANITORIAL SUPPLIES:**

MTS will **NOT** provide a janitorial closet or a storage area. Contractor will be required to bring supplies and equipment on service days.

The following items are to be supplied by the Contractor and reflect the minimum quantities to be on hand during the performance of this contract:

- i. Trash and Recycling Liners (Small) – Shall be clear unscented bags.
- ii. Room Deodorizer – Neutral clean smelling room deodorizer.
- iii. Stainless Steel Cleaner – Shall be of a type specifically designed to clean and polish stainless steel surfaces.

The following are approximate yearly commodity usage figures:

Item Description	Case / QTY	Usage / Yr.
Trash & Recycling Cans Liners (Small)	1000	8 cases

Room Deodorizer	1 gal.	24 gal.
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**NOTE:** Please be advised the above usage figures are approximations to assist in preparing proposal. They do not reflect guaranteed usage by MTS.

#### **B.7.8 CORRECTING DEFICIENCIES:**

The Contractor's Supervisor will be notified of any cleaning deficiencies found by MTS staff. The Contracting Supervisor will be required to document the deficiency and document when the deficiency was corrected. At the end of each shift, the Supervisor will submit this information to the MTS PM.

Daily Tasks:	Must be corrected within two (2) hours of notification.
Weekly Tasks:	Must be corrected within twenty-four (24) hours of notification.
Monthly Tasks:	Must be corrected within two (2) working days of notification.
Quarterly Tasks:	Must be corrected within five (5) working days of notification.
Semi-Annual Tasks:	Must be corrected within five (5) working days of notification.

### **BREAKDOWN OF DAILY, WEEKLY, BI-MONTHLY, MONTHLY, QUARTERLY AND BI-ANNUALLY SERVICES**

#### **1. Offices / Hallways / Conference Rooms / Etc.**

##### **A. Daily**

- i. Spot clean inside and outside entrance glass.
- ii. Gather all trash for disposal. Replace liners if needed.
- iii. Sweep, dust mop, and damp mop hard surface floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- iv. Vacuum carpets. Spot clean as needed (spots smaller than a silver dollar).
- v. Spot clean glass in partitions and doors.
- vi. Empty waste baskets and insert new plastic liners.
- vii. Feather dust desks, bookcases, file cabinets, chairs and office machines. Dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.

##### **B. Weekly**

- i. Perform all high, low, and perimeter dusting.

- ii. Remove fingerprints and marks from doors and light switches.
- iii. Thoroughly dust cleared areas of desks, counters, tables, etc.
- iv. Carefully clean spots on walls.
- v. Clean interiors and exteriors of outside windows.
- vi. Cleaning of interior and exterior of microwave oven.

**C. Monthly**

- i. Detail vacuum around and under desks, baseboards, corners, etc.
- ii. Spot clean kick plates and baseboards.
- iii. Feather dust all mini and vertical blinds.
- iv. Vacuum all ceiling vents.
- v. Cleaning of exterior and interior refrigerator.

**D. Bi-Monthly (Six [6] Times Per Year)**

Clean all carpeted areas (chemical dry clean). It will not be necessary to remove and replace all the furniture in every office; however, periodically some moving may be necessary. When this becomes necessary, the Contractor will be instructed by the MTS PM.

**E. Quarterly (March, June, September, December)**

Wash walls, doors, and frames in all halls.

**F. Bi-Annually (March, September)**

- i. Strip and re-wax asphalt tile floors.
- ii. Wash interiors and exteriors of outside windows.
- iii. Replenish all supplies.

<p align="center"><b>BREAKDOWN OF DAILY, WEEKLY, BI-MONTHLY, MONTHLY, QUARTERLY AND BI-ANNUALLY SERVICES OF RESTROOMS AND LOCKER ROOM</b></p>
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**1. Restroom and Locker Room:**

- a. Daily (five days per week, Monday through Friday)
  - i. Empty trash, sanitize containers, and replace liners.
  - ii. Sweep, damp mop, and sanitize floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
  - iii. Clean and sanitize all toilets, urinals, sinks and counters. All urinals must have deodorant screens.

- iv. Clean and refill all dispensers, toilet paper, soap, towels, etc.
- v. Clean and sanitize fixtures, mirrors, and polish chrome fittings.
- vi. Spot clean walls, partitions, doors, and light switches.
- vii. Clean sanitary containers as required.
- viii. Clean interior and exterior of glass doors.
- ix. Scrub brush with soapy water and mop restroom floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- x. Sweep cove base and wet mop with warm soapy water.
- xi. Empty waste paper and women's sanitary refuse containers and insert new liners.
- xii. Fill paper towel, toilet paper, and paper seat covers holders.
- xiii. Wipe dry washing and fixtures after cleaning.
- xiv. Replenish all supplies.

b. Weekly

- i. Dust all horizontal surfaces including tops of lockers if clear.
- ii. Thoroughly sanitize walls and partitions.
- iii. Pour water down drains to prevent sewer gases from escaping.
- iv. Brush down ceiling vents.

c. Monthly

- i. Machine scrub all vinyl floors in restroom.

d. Quarterly (March, June, September, December)

- i. Wash all exterior windows.

e. Bi-Annually (March and September)

- i. Strip and re-wax restroom floor.

**2. Commodity Usage:**

The following are approximate commodity usage figures for Revenue Restroom.

Item Description	Case / QTY	12 Months Usage
Toilet Seat Covers	20/250	4 cases
Liquid Hand Soap	3. Gal.	4 cases
Trash Can Liner (Med)	1000	1 case
Room Deodorizer	1 gal.	12 gal.
Hand Washing Soap	1 gal.	6 gal.
<b>Incidentals:</b>		
Scouring Powder	4 cans	2 cases
Stainless Steel Cleaner	4 cans	2 cases
Urinal Strainers / Deodorant Blocks	25 each	2 cases
Toilet Bowl Cleaner	1 qt.	24 qt.
Floor Soap	2 gal.	6 cases

## SECTION B.8

### Maintenance of Way Training Classroom

#### B.8.1 MAINTENANCE OF WAY CLASSROOM

##### 1. Coffee area / Offices / Hallways / Classroom / Etc.

###### a. Weekly

- i. Spot clean inside and outside entrance glass.
- ii. Gather all trash for disposal. Replace liners if needed.
- iii. Sweep, dust mop, and damp mop hard surface floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- iv. Spot clean glass in partitions and doors.
- vi. Empty waste baskets and insert new plastic liners.
- vii. Feather dust desks, bookcases, file cabinets, chairs and office machines. Dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.
- viii. Maintain janitorial closet in a clean and orderly fashion.
- ix. Perform all high, low, and perimeter dusting.
- x. Remove fingerprints and marks from doors and light switches.
- xi. Thoroughly dust cleared areas of desks, counters, tables, etc.
- xii. Carefully clean spots on walls.
- xiii. Hot water power-wash with warm soapy water and disinfectant all restroom and shower stalls.

###### b. Monthly

- i. Spot clean kick plates and baseboards.
- ii. Feather dust all mini and vertical blinds.
- iii. Vacuum all ceiling vents.

###### c. Quarterly (March, June, September, December)

Wash walls, doors, and frames in all halls and stairwells.



d. Semi-Annually (March and September)

Wash interiors and exteriors of outside windows.

**2. Coffee Stations**

a. Weekly

i. Wipe down exterior of refrigerator, vending machines, and cabinets.

ii. Spot clean walls, doors, etc. for marks and fingerprints.

b. Monthly

Wipe down interior of refrigerators and discard perishable foods.

c. Quarterly (March, June, September, December)

Wash walls, doors, and frames.

d. Bi-Annually (March, September)

i. Wash interiors and exteriors of outside windows.

ii. Replenish all supplies.

**4. Restrooms / Showers / Locker Rooms (As Applicable to Each Building)**

a. Weekly

i. Empty trash, sanitize container, and replace liners.

ii. Sweep, damp mop, and sanitize floors. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.

iii. Clean and sanitize all toilets, urinals, sinks, and counters. All urinals must have deodorant screens.

iv. Clean and refill all dispensers, toilet paper, soap, towels, etc.

v. Clean and sanitize fixtures, mirrors, and polish chrome fittings.

vi. Spot clean walls, partitions, doors, and light switches.

vii. Clean sanitary containers as required.

viii. Clean and sanitize showers.

ix. Clean interior and exterior of glass doors.

- x. Scrub brush with hot soapy water and mop restroom floors. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- xi. Sweep cove base and wet mop with warm soapy water.
- xii. Clean each wash basin with scouring powder.
- xiii. Wash and disinfect stool seats and urinals.
- xiv. Empty waste paper and women's sanitary refuse containers and insert new liners.
- xv. Fill paper towel, toilet paper, and paper seat cover holders.
- xvi. Wipe dry washbasins and fixtures after cleaning.
- xvii. Replenish all supplies.
- xviii. Sweep and wet mop lunchroom with warm soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- xix. Clean each basin and wipe dry after cleaning.
- xx. Empty waste baskets and insert new plastic liners.
- xxi. Dust all horizontal surfaces including tops of lockers if clear.
- xxii. Thoroughly sanitize walls and partitions.
- xxiii. Pour water down drains to prevent sewer gases from escaping.
- xxiv. Brush down ceiling vents.
- xxv. Hot water pressure-wash with warm soapy water and disinfectant all restrooms and shower stalls.

### **B.8.2 SUMMARY OF BUILDINGS**

Interior areas to be cleaned at all locations are the walls, doors, and floors including the elevators, stairwells, offices, classrooms, meeting rooms, halls, men's and women's restrooms and fixtures, employee lunch areas with tables, benches, chairs, countertops and fixtures, and both sides of door panels and windows.

Cleaning will be done after 11:00 a.m. and before 3:00 p.m. one (1) day per week, on either Tuesday, Wednesday or a Thursday at Maintenance of Way Classroom.

The following table identifies the rooms requiring janitorial services and approximate square footage of each building:

Approximate Square Footage	Building	Offices Located Within Building	Floor Type(s)
800	Maintenance of Way Classroom	Classroom(1) Office(1) Restrooms(1) Locker Rooms (1) Coffee Counter Area (1)	Tile Vinyl Flooring

**SECTION B.9**

**MTS UTC AND NOBEL PARKING STRUCTURES**

**SCOPE OF WORK FOR Janitorial Service at Nobel & UTC Parking Structures**



**UTC Transit Center: 4545 La Jolla Village Dr. San Diego, CA 92122 (Top two (2) parking levels – Approximately 45,000 square feet)**



**Nobel Transit Center: 3449 Nobel Dr. San Diego, CA 92161 (Four (4) parking levels – Approximately 152,117 square feet)**

### **B.9.1 BACKGROUND**

This scope of work (SOW) establishes maintenance standards for the above parking structure locations. All work shall be performed in a skillful manner and shall conform to all applicable state, local, and federal laws and regulations, industry codes and standards, manufacturer's specifications and recommendations, and all MTS contract special provisions and terms and conditions.

Services shall include, but are not limited to the following routine maintenance of MTS parking structures:

- A. Janitorial maintenance (i.e. trash litter removal and recycling, graffiti removal, stair cleaning, parking lot sweeping, elevator cleaning, site inspections, light fixture cleaning, sign cleaning, etc.).
- B. Power Sweeping.
- C. Cleaning of parking access control equipment.
- D. Power washing parking areas.
- E. Recycling services, as necessary.
- F. Roof structure.

MTS expects the Contractor to provide the following services using its own assets and resources. Unless otherwise specified, MTS will provide neither the equipment nor the supplies to the Contractor.

These tasks, including any emergency services, shall be performed independent of MTS's direct supervision but in accordance to the frequency and scope of work stated herein.

### **B.9.2 MAINTENANCE SERVICE STANDARD AND REQUIREMENTS**

#### **A. Janitorial Maintenance (Routine – Daily)**

The following services shall be performed Monday – Sunday between the hours of 8:00 a.m. - 4:00 p.m.

- i. General Cleaning: Parking Structure signage shall be wiped clean of dirt, bird droppings, gum, unauthorized decals or stickers, fingerprints, graffiti, etc. and checked for unsightly scratches, cracks, or other vandalism. Any damage, vandalism, and graffiti shall be reported to the MTS Project Manager or designee in writing within 24 hours of findings. Cleaning should include removal of litter from beams ledges and member joints.
- ii. Elevator Cleaning: All elevators should be cleaned on a daily basis. Elevator walls should be wiped cleaned from the top to bottom. Elevator ceiling should be cleaned utilizing a feather duster. Wipe down elevator call buttons using a damp duster, don't spray cleaning solutions on buttons as this may damage them. Dust around edges in the elevator. Mop floor-eliminating any stains. Use dry cloth to high polish. Elevator door channels should be free of dust and dirt at all given times. Both the inside and

the outside of the elevator doors should be wiped down. Elevators waiting areas must be swept and cleaned at MTS Parking Levels.

- iii. Sweeping: All parking structure common areas, stairs and walkways to include all cement floor surfaces, must be free of spills, trash, visible litter, dust and debris. No dirt shall be left in corners, in elevators or behind walls (where applicable). Sweeping should remove debris and sand from drains, expansion joints, and control joints.
  - iv. Graffiti: Parking facility, elevators, and signage must be inspected daily for graffiti or stick on labels; remove with graffiti remover, scrub pads or scrapers. If surface is damaged or graffiti cannot be removed, report to Project Manager immediately.
  - v. Oil Stains: Inspect parking lot area for oil stains. Slipper oil stains must be cleaned up immediately.
  - vi. Trash Removal: All trash containers shall be emptied and wiped down with disinfectant. Plastic trash liners shall be replaced with proper fitting liners. The Contractor is responsible for waste removal for each service location and transport to an authorized off-site disposal location. It's important to take note that as part of this contract, waste disposal will be the sole responsibility of the Contractor. At no time during this contract will disposal take place at or on any of MTS properties (including transit centers, stations or facilities) and shall be in compliance with the San Diego trash and recycling ordinance.
  - vii. Recycling: Any necessary recycling collection at each station shall coincide with routine trash removal such as glass, plastic, cans and mixed paper (e.g. cardboards, food wrappers, etc. All trash and recyclables hauling and disposal activities shall be performed in accordance with all applicable federal, state and local laws and regulations.
- Contractor agrees to comply fully with Occupational Safety and Health Administration (OSHA) and Cal/OSHA safety procedures. Contractor personnel shall be fully qualified and trained to operate the equipment and be knowledgeable in safe operating practices regarding waste and recycling operations.
- viii. Parking Garages/Lot Sweeping: All parking garage/lot areas including, but not limited to: elevators, drive aisles, parking spaces, stairs, and waiting areas must be free of spills, trash, visible litter, dust and debris.
  - ix. Disinfectants and Chemical solutions: As applicable, any use of disinfectants to clean surface areas and to remove stickers, gum, etc. should be environmentally-friendly and should not damage the surface area.

**B. Parking Lot Power Sweeping: (Routine – Twice per Week)**

- I. The contractor shall provide parking lot structure power sweeping services, including all supervision, products, materials, equipment operators and transportation to complete the work. The Contractor shall provide personnel who are skilled in the performance of parking lot power sweeping. All personnel are to conduct work in a professional manner with minimal disturbances.

- II. The Contractor shall perform the work in a way to minimize disruption to the flow of traffic which will include patrons traveling to and from the stations or elevators.
- III. The Contractor is responsible for providing enough sweeper trucks and workers to perform the service per location, and Manager / Supervisor shall be available (on-call) if needed.
- IV. If the sweeper cannot reach or clean an area, the Contractor will be expected to use a vacuum/blower or broom and dustpan method to clean. This includes areas under parked vehicles, behind the tire stops, in corners, and areas adjacent to curbs in the lots.
- V. Bottles, cans, sticks, branches, small limbs, and other trash or debris shall be picked up by hand if the sweeper truck will not pick them up due to the clogging of the hopper or if the debris is located behind the tire stops.
- VI. The Contractor shall perform a walk-through of the parking lots after each visit to delitter the lot of hard to reach debris such as cans and bottles that are left on the light pole pedestals, sidewalks, behind the tire stops and other hard to reach areas.
- VII. The Contractor shall perform routine service at listed locations between the hours of 10:00 p.m. PST and 5:00 a.m PST.
- VIII. Contractor shall provide service for each location two (2) times per week. Sweepings of the same location shall not be done within 48 hours of each other or separated by more than 96 hours.

C. Parking Lot Access Control Equipment (Weekly)

- I. Cleaning of parking lot access control equipment must be cleaned on a weekly basis utilizing a feather duster or a clean lint-free cloth.

D. Power Washing Parking Surfaces (Semi Annually)

Power washing of all parking levels must be scheduled at times when it is least impactful to passengers (between 10:00 p.m. and 4:00 a.m).

High Power Pressure Wash: The Contractor shall be responsible for removing caked mud, stains, dirt, spills, tire marks, etc. from all MTS Parking levels by power washing all parking areas and drive ways in parking structure.

- I. Contractor will be responsible for operating in accordance with the California Stormwater Quality Association (CASQA) and local jurisdictional regulations, and MTS RWQCB Phase II MS4 permit.

E. Lighting Fixture: (Semi Annually)

- I. All Parking Light fixtures must be cleaned in a Semi-Annually Basis. The use of a feather duster or a lint-free cloth must be use to clean parking lot light fixtures.

F. Parking Roof: (Semi Annually)

- I. Inspect and remove all spider webs from all parking structure roof and shade canopies.

**G. Routine Inspections and Reporting Requirements:**

Routine Site Inspections: The Contractor may be subject to unscheduled, scheduled or routine site inspections in coordination with MTS contract management staff to ensure contract compliance and to assess quality of work. These inspections may result in findings requiring the Contractor to follow up both in action and in writing. If during these site inspections, items under the responsibility of the Contractor are found in neglect, the Contractor may be required to address the matter at no cost to MTS.

MTS will conduct ongoing field checks of these facilities by way of Trolley Operators, Supervisors and Facilities Staff. Reports on all findings that require specific attention per the details of this contract will be communicated to the Contractor. The Contractor will be required to provide confirmation of the corrected items as necessary.

Daily log: The Contractor shall maintain a daily log for each parking structure certifying the scheduled services performed. This daily log shall include a checklist of scheduled duties and the date and time services were performed. In addition, the daily log shall include space for reporting issues that were found during site inspection. The daily logs shall be provided to MTS on a monthly basis along with the monthly invoice. Contractor may propose any tracking software, at no additional cost, to assist MTS in ensuring that services were performed as outlined in this contract.

*Burnt out light fixtures, broken and unserviceable equipment shall be reported to MTS upon findings and should be included in the daily log.*

Monthly Report: A monthly summary report for each station shall be submitted to the MTS Project Manager on the last day of each month, which includes daily logs. This summary report shall be certified by the Contractor verifying services recorded on the daily log have been performed and are in accordance with the contract. This report shall support the monthly invoice and associated fees/cost. In addition, the Contractor shall include in this report all issues identified during the reporting period and any corrective measures taken to remedy the discrepancy.

### **B.9.3 CONTRACTOR STORAGE AND DISPOSAL**

The Contractor shall be responsible for providing all storage and facilities in support of this contract. At no time will the Contractor be permitted, unless authorized by MTS in advance, to use MTS- owned or operated facilities for the storage of vehicles, equipment other contractor-owned or operated assets. The Contractor is responsible for off-site disposal of all debris and trash collected at stations. At no point during this contract will the contractor be permitted to store secondary trash collection dumpsters on MTS property, stations or park and ride lots.

### **B.9.4 LIQUIDATED DAMAGES**

[See individual sections for liquidated damages.]



## **SECTION B.10**

### **BOGIE OVERHAUL SHOP**

#### **B.10.1 GENERAL**

Location is as follows:

Bogie Overhaul Shop (behind MTS  
Trolley Bldg. C)

1601 Newton Avenue

San Diego, CA 92101

All cleaning tasks at all locations are to be completed Monday through Friday between the hours of 5:00p.m. and 9:30p.m.

All cleaning tasks must be done between 5:00 p.m. and before 9:30 p.m., five (5) days per week at each location. The cleaning must be done Monday through Friday. Buildings are of similar construction and finished with like materials. Walls at all building locations are painted. In general, all the buildings have concrete, vinyl, tile, or indoor/outdoor carpeting.

Interior areas to be cleaned at all locations are the walls, doors, and floors including the stairwells, offices, meeting rooms, halls, men's and women's restrooms and fixtures, employee lunch areas with tables, benches, chairs, counter tops and fixtures, and both sides of door panels and windows in interior walls.

#### **B.10.2 LOCATIONS**

##### **a. Bogie Overhaul:**

- i. Restrooms: Flooring is tile, vinyl, and concrete; walls are painted masonry with tile.
- ii. Offices: Flooring is tile, vinyl, and concrete; walls are painted masonry.
- iii. Multi-purpose room: Flooring is tile; walls are painted over masonry.
- iv. Vinyl Flooring: Basic vinyl sheet material or in 12" x 12" squares.

#### **B.10.3 JANITOR CLOSETS/STORAGE**

Bogie shop will provide a storage area for cleaning and janitorial supplies in building C. Contractor may choose to neatly store materials in additional janitor closets designated for that purpose. At each storage location, product safety data sheets (SDS) shall be maintained and available for inspection.

Contractor will ensure that a ready supply of each item is available at each location. All products are subject to approval by the MTS Project Manager.

- i. Paper towels: Shall be supplied to fit roll and multifold dispensers.

- ii. Toilet tissue: Shall be 2-ply with a non-slick surface.
- iii. Toilet seat covers: Shall be the flushable type.
- iv. Liquid hand soap: Shall be a heavy detergent type, anti-bacterial (not dishwashing liquid).
- v. Stainless steel cleaner: Shall be of a type specifically designed to clean and polish stainless steel surfaces.
- vi. Scouring powder: For sinks and stools, shall be a heavy-duty, non-abrasive type.
- vii. Soap for mopping floors: Shall be pleasantly scented.
- viii. Toilet bowl cleaner: Shall contain an acid cleaner to remove calcium deposits and be pleasantly scented.
- ix. Small trash and recycling can liners (office): Shall be clear unscented bags.
- x. Medium trash and recycling liners (Kitchen/other): Shall be clear & unscented.
- xi. Large trash and recycling can liners (other): Shall be clear unscented bags.
- xii. Room deodorizer, plug-in style with liquid: Shall be neutral and clean smelling.
- xiii. Glass cleaner: Non-streak and neutral scented.

#### B.10.4 CONTRACTOR SUPPLIED ITEMS AND AVERAGE ANNUAL USAGE QUANTITIES

Item Description	Quantity Per Case	Bogie Overhaul Shop Usage per Year	Bogie Shop Usage per Year
Paper towels	20 rolls / 200	Twenty four (24) cases	Ten (10) cases
Toilet tissue	Ninety-Six (96) rolls	Twelve (12) cases	Six (6) cases
Toilet seat covers	Twenty (20) packs of two hundred fifty (250)	Three (3) cases	One (1) case
Liquid hand soap	Four (4) gallons	Twelve (12) gallons	Four (4) gallons
Stainless steel cleaner	Four (4) cans	Seven (7) cans	One and a Half (1.5) cans
Scouring powder	Four (4) cans	Seven (7) cans	Three (3) cans
Soap for mopping floor	Four (4) gallons	Two (2) gallons	Two (2) gallons
Toilet bowl cleaner	One (1) quart	Twenty (20) quart	Three (3) quart
Small garbage bags	One Thousand (1000)	Four (4) cases	One (1) case
Medium garbage bags	One Hundred (100)	Three (3) cases	Two (2) cases
Large garbage bags	One Hundred (100)	Four (4) cases	Two (2) cases
Room deodorizer; plug in style with liquid	One (1) gallon	Two (2) gallons	One (1) gallon

#### B.10.5 TASK DOCUMENTATION

Upon completion of all monthly, bi-monthly, quarterly, and bi-annual tasks, written confirmation of task completion must be submitted to the MTS PM. Failure to submit task completion documentation may result in the assessment of LDs.

#### B.10.6 BOGIE OVERHAUL SHOP CLEANING TASKS

##### a. One Office

##### Daily Tasks:

- i. Sweep all hard surface floors.
- ii. Empty all trash and recycling and wastebaskets, and place for disposal. Replace liners, as needed.
- iii. Dust work surfaces (dusting around papers, organizers, etc., and avoiding

containers with liquids).

- iv. Maintain janitorial closet in a clean and orderly fashion.

Weekly Tasks:

- i. Sweep and mop all floors with warm, soapy water.
- ii. Dust desks, bookcases, file cabinets, chairs, and office machines (dusting around papers, organizers, etc., and avoiding containers with liquids).
- iii. Dust high and low perimeters to prevent cobwebs and dust buildup.
- iv. Remove fingerprints and marks from doors and light switches.

Monthly Tasks:

- i. Detail sweep around and under desks, baseboards, and corners, etc.
- ii. Spot clean kick plates and baseboards.
- iii. Wash and wipe doors and doorframes in all halls.

Quarterly Tasks:

- i. Strip and re-wax linoleum flooring in both offices.

**b. Multi-Purpose Room**

Daily Tasks:

- i. Sweep all hard surface floors.
- ii. Mop floors only as necessary due to spills.
- iii. Throw away newspapers, and neatly stack periodicals.
- iv. Empty all trash and recycling and wastebaskets, and place for disposal. Replace liners, as needed.
- v. Wash tables with warm, soapy water, and wipe clean.
- vi. Clean coffee maker and coffee pot.
- vii. Refill towel dispensers (if applicable) and replenish soaps.

Weekly Tasks:

- i. Sweep and mop all floors with warm, soapy water.
- ii. Remove fingerprints and marks from walls, doors, and light switches.

Monthly Tasks:

- i. Wash and wipe clean doors and doorframes.

Quarterly Tasks:

- i. Strip and re-wax linoleum flooring.
- ii. Wash interiors and exteriors of outside windows.
- iii. Replenish all supplies as needed.

**c. Restroom**

Daily Tasks:

- i. Empty all trash and recycling, sanitize containers, and replace liners.
- ii. Sweep floors and baseboards, scrub and mop floors with warm, soapy water, and sanitize.
- iii. Wipe and sanitize all toilet seats, toilets, urinals, sinks, and counters.
- iv. Clean and refill all dispensers - toilet paper, soap, towels, etc.
- v. Scrub washbasins and one shower with scouring powder and wipe clean.
- vi. Clean and sanitize fixtures, and polish mirrors and chrome fittings and wipe dry.
- vii. Spot clean walls, partitions, doors, and light switches.
- viii. Replenish toilet paper, paper towels, toilet seat covers, women's sanitary napkins, and soap dispensers.

Weekly Tasks:

- i. Thoroughly sanitize walls and partitions.
- ii. Pour water down drains to prevent sewer gases from escaping.

**d. Service Bay Areas**

Daily Tasks:

- i. Gather all trash and recycling and place for disposal (excluding hazardous waste, such as oils, cleaners, lubricants, etc.) and replace liners.

**SECTION B**  
**SAN DIEGO TRANSIT CORP. (SDTC)**

<b>SECTION B.11</b>	<b>IMPERIAL AVENUE DIVISION (IAD) AND KEARNY MESA DIVISION (KMD) FACILITIES (GENERAL)</b>
<b>SECTION B.12</b>	<b>PERFORMANCE REQUIREMENTS FOR ATTACHMENTS</b>

## **SECTION B.11**

### **IMPERIAL AVENUE DIVISION (IAD) AND KEARNY MESA DIVISION (KMD) FACILITIES (GENERAL)**

#### **B.11.1 GENERAL**

The following section describes janitorial services required for two (2) sites, which are part of SDTC, MTS' Bus operations.

SDTC operates two (2) divisions at the following locations:

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

Kearny Mesa Division (KMD)  
4630 Ruffner Street  
San Diego, CA 92111

Three (3) sets of keys shall be provided to the Contractor upon award. IAD key sets shall remain in the Radio Room Key Lock Box (key box maintained by SDTC). Keys may not be removed from their key rings and no SDTC keys shall be duplicated. Lost keys must be reported immediately to the MTS Facility Manager. All keys sets shall be returned to SDTC upon termination of the contract. The Contractor will be assessed ten (\$10.00) dollars for any lost or unreturned keys.

The Contractor's employees must be in uniform and must have MTS issued identification (ID) cards while on the premises. ID cards must be visible at all times (e.g. not carried inside a pocket). An initial supply of ID cards will be provided to the Contractor upon award and up to ten (10) replacement ID Cards will be supplied at no charge per year. Replacement ID cards shall be issued at a cost of ten (\$10.00) dollars per card after the ten (10) card allotment has been exceeded for the contract year.

#### **B.11.2 GENERAL CLEANING**

Most cleaning will be done after 6:00 p.m. and before 8:00 a.m., seven (7) days per week. Interior areas to be cleaned at both locations include walls, air vents, doors, and floors including the IAD/RAM elevators, all stairwells, offices, classrooms, meeting rooms, hallways, men's and women's restrooms and fixtures, employee lunch areas with tables, benches, chairs, counter tops, and both sides of door panes and windows installed in the interior walls.

Office recycle waste baskets are to be dumped in staged recycle collect points. Locations are in the IAD upstairs mezzanine area, in the annex copy room and in the upstairs RAM hallway (East end) next to the large copy machine. The KMD recycle collect point is the recycle dumpster located on the South side of the transportation building.

Stripping and waxing operations will be completed after hours when clerical and office staff are not present. Fumes from stripping operations shall not create a hazardous environment for SDTC (or Contractor's) employees. Proper dilution of stripper, adequate ventilation, and the use of non-hazardous chemicals will be required to maintain a safe working environment for all.

The Contractor is responsible for female sanitary supplies (tampons and napkins) for



which the Contractor will collect twenty-five (\$0.25) cents per item (only at these two [2] locations). Dispensers with locked compartments and keys are furnished, but will be operated by the Contractor throughout the contract. Upon termination of the contract, all dispensers and keys shall be fully functional and returned to SDTC.

The SDTC areas covered will be specified by room number and/or special markings on the accompanying specification sheets and the drawings marked Attachments N through W, in ATT 3 and 4. Breakdown by Attachment is as follows:

Attachment N	15,000 ft <sup>2</sup>	IAD	Administration Building – 2 <sup>nd</sup> Floor
Attachment O	1,800 ft <sup>2</sup>	IAD	Administration Building – 1 <sup>st</sup> Floor
Attachment P	10,838 ft <sup>2</sup>	IAD	(RAM) Building – 2 <sup>nd</sup> Floor
Attachment Q	1,212 ft <sup>2</sup>	IAD	(RAM) Building – 1 <sup>st</sup> Floor
Attachment R	3,600 ft <sup>2</sup>	KMD	Maintenance Building - 2 <sup>nd</sup> Floor
Attachment S	7,200 ft <sup>2</sup>	KMD	Transportation Building
Attachment T	1,300 ft <sup>2</sup>	KMD	Maintenance Building – 1 <sup>st</sup> Floor
Attachment V	10,800 ft <sup>2</sup>	IAD	Side Walk (concrete)
Attachment W	1256 ft <sup>2</sup>	IAD	Patio Area (concrete)

Buildings at both divisions are of similar construction and finished with like materials. Most notably different are the wall coverings. Walls at IAD are painted, paneled, and/or covered with a cloth-like vinyl material. Walls at KMD are painted only. The restroom walls at both locations have ceramic tile four (4') feet high with a painted surface above.

## 1. Flooring

The restroom floors at IAD are one (1") inch square ceramic tile. The restroom floors at is terrazzo.

### a. Asphalt Tile Floors

Asphalt tile floors shall be maintained according to Tarkett Contract 16 and Architectural Floor Tile specifications (See Attachment V). Wax shall be non-skid and care must be taken to ensure that nothing applied to the wax coating will create a slippery surface. The MTS Facility Manager will require that excessively slippery wax surfaces be stripped and coated with a non-skid wax coating.

### b. Terrazzo Floors

Terrazzo floors shall be maintained according to Terrazzo Maintenance specifications (see Attachment W).

## 2. Janitor Closets

Janitor closets will be provided to store cleaning and janitorial supplies in each building (Attachments N, P, R and S). The Contractor may choose to neatly store

additional materials in other locations designated for that purpose as directed by the MTS Facility Manager. At each janitor closet, minimum inventory lists and product MSDS shall be maintained and available for inspection.

The Contractor will ensure that a ready supply not less than the quantities listed below is available at each building (Attachments N, P, R and S):

a. Paper Towels

Paper towels shall be supplied to fit roll and multifold dispensers.

Quantity: Forty-eight (48) packages of multi fold towels and ten (10) roll towel packages

b. Toilet Tissue

Toilet tissue shall be 2-ply with a non-slick surface as approved by the MTS Facility Manager

Quantity: Seventy-five (75) rolls

c. Toilet Seat Covers

Toilet seat covers shall be the flushable type.

Quantity: One (1) case

d. Liquid Hand Soap

Liquid hand soap shall be a heavy detergent type, anti-bacterial (not dishwashing liquid) as approved by the Maintenance Department Manager.

Quantity: Ten (10) packages

e. Powdered Soap

Powdered soap shall be Boraxo or approved equal.

Quantity: Five (5) boxes

f. Stainless Steel Cleaner

Stainless steel cleaner shall be of a type specifically designed to clean and polish stainless steel surfaces.

Quantity: One (1) can

g. Scouring Powder

Scouring powder shall be non-abrasive type.

Quantity: Four (4) cans

h. Deodorant Urinal Strainers

All urinals shall have rubber or plastic deodorant screens.

Quantity: Fifteen (15) screens

i. Soap for Mopping Floors

Soap for mopping floors shall be pleasantly scented.

Quantity: One (1) gallon

j. Toilet Bowl Cleaner

Toilet bowl cleaner shall contain an acid cleaner to remove calcium deposits and be pleasantly scented.

Quantity: One (1) quart

k. Trash Can Liners (Office)

Office trash can liners shall be clear unscented bags.

Quantity: One (1) case for trash

One (1) additional case for recycle office cans

l. Trash Can Liners (Large)

Large trash can liners shall be clear unscented bags.

Quantity: One (1) case

The following are approximate yearly commodity usage figures:

Toilet Tissue	500 Cases (96 Rolls/Case)
Paper Towels, Multifold	800 Cases (4,000/Case)
Paper Seat Covers	2,000 Packages (90 Boxes)
Hand soap Liquid	1,000 Gallons
Trash Can Liners (Office)	100 Cases
Recycle Can Liners (Office)	100 Cases Trash Can Liners (Large). 50 Cases

Note: Please be advised the above usage figures are approximations to assist you in preparing your proposal. They do not reflect guaranteed usage by MTS.

### **B.11.3 REQUIRED REPORTING**

The Contractor must submit a monthly report that clearly describes all monthly, quarterly, and semi-annual tasks completed during the last month with each invoice. Invoices will not be processed without the monthly report and liquidated damages will be assessed if scheduled tasks have not been completed per the Contractor's Annual Cleaning Schedule.

### **B.11.4 CORRECTING DEFICIENCIES**

The Contractor will provide a single contact person for the purpose of reporting deficiencies and managing the contract. The contact person will be available by phone on weekdays (Monday through Friday) during normal working hours. When a deficiency is identified, the MTS Facility Manager (or designee) shall notify the Contractor's contact person directly (automated response systems are not acceptable). Should a deficiency be noted on a weekend or holiday, the MTS Facility Manager will notify the Contractor via e-mail or automated phone message. It is the responsibility of the Contractor to monitor

and respond to deficiencies reported during a weekend or holiday. The Contractor shall correct the deficiency according to the schedule below:

Twice daily tasks:	Must be corrected within two (2) hours of notification*.
Daily tasks:	Must be corrected within two (2) hours of notification*.
Weekly tasks:	Must be corrected within twenty-four (24) hours of notification.
Monthly tasks:	Must be corrected within two (2) working days of notification.
Quarterly tasks:	Must be corrected within five (5) working days of notification.
Semi-Annual tasks:	Must be corrected within five (5) working days of notification.

\*For twice daily and daily tasks not corrected within two (2) hours, liquidated damages will be assessed once per day until corrected.

Weekly, monthly, quarterly and semi-annual tasks shall be assessed a one-time liquidated damage fee if a deficiency is not corrected according to the schedule above.

A task is defined as all that is specified in the contract. For example, under the task of daily office cleaning, several sub-tasks such as dusting, emptying trashcans, and vacuuming the floor comprise a total task. If everything is done except for vacuuming the floors, this would still be considered a deficiency subject to liquidated damages. Since this is a daily task, liquidated damages will be assessed once per day until completed unless the Contractor corrects the deficiency within two (2) hours.

### **B.11.5 Liquidated Damages for SDTC**

Liquidated damages (LDs) shall be assessed per occurrence, for all tasks not performed as required throughout the term of the contract. LDs are a reasonable estimate of actual damages intended to compensate MTS for real economic damages and are not intended to be a penalty to Contractor. LDs shall be deducted from the Contractor's monthly invoice. Any LDs recovered shall be credited to the project account involved unless the Federal Government permits otherwise.

When a deficiency occurs due to inadequate Contractor performance, the Contractor shall receive notice from the MTS PM. Upon notice, the Contractor shall correct the deficiency according to the schedule described in "Correcting Deficiencies." Daily tasks not corrected will be assessed liquidated damages once per day until corrected. Weekly, monthly and bi-annual tasks shall be assessed a one-time liquidated damage charge if a deficiency is not corrected according to the schedule described in "Correcting Deficiencies."

#### **(1) Rates**

The rates are those that MTS would reasonably expect to incur if it had to contract with another vendor at a labor rate of \$65 per hour for the task plus an administrative fee of \$35, which is the labor rate MTS personnel would spend to

ensure the deficiency is rectified. Rates take into account that the firm may not be familiar with MTS and therefore MTS staff would have to train and/or supervise the replacement firm. LDs will be capped at 5% of the total contract amount.

The rates for the liquidated damages are those that MTS would reasonably expect to incur if necessary to contract with another vendor.

As the scheduled times vary per building, the total LD amount will be based on the hours specified as needed to do the work for that specific building, and number of personnel required.

Example: Daily tasks for the IAD Administration Building 2<sup>nd</sup> Floor

Hours to complete the cleaning are 6:00 p.m. to 12:00 a.m.

LDs for this task will be \$35 + (\$65 x 6 hours x number of personnel required).

The tasks subject to the liquidated damages are those identified below:

- Daily Tasks
- Twice Daily Tasks
- Weekly Tasks
- Monthly Tasks
- Quarterly Tasks
- Semi-Annual Tasks

## (2) Appeal Process

If the Contractor feels LDs are being imposed unjustly, the Contractor can file a written appeal with the MTS PM within twenty-four (24) hours of the notification of impending LDs. The letter must provide the exact circumstances on why the Contractor feels they should not be applied. The MTS PM will hold a review, and if necessary, meet with the Contractor. The MTS PM shall render a written decision to the Contractor. If the Contractor feels the decision is not acceptable and the situation warrants further consideration, an appeal for reconsideration may be filed in writing with the Manager of Procurement within forty-eight (48) hours of receiving the MTS PM's written decision. The Manager of Procurement shall review the request for reconsideration and a final determination shall be made in writing. The decision of the Manager of Procurement shall be final. No other appeals shall be heard for this particular incident. During the appeals process, the Contractor shall continue to diligently perform per the requirements of the contract including those in dispute.

## (3) Excusable Delays

Examples of excusable delays include, but are not limited to: freeway shutdowns, severe traffic, law enforcement actions, weather related issues or other events determined to be out of the Contractor's control which reasonably prevents the Contractor from performing required tasks, despite the Contractor's best efforts to overcome the aforementioned situations. In the event that the Contractor foresees a delay for any reason, the Contractor is to immediately contact the MTS PM or

his/her designee to notify of a potential delay. Contact should be made immediately via telephone with an email following up the incident as documentation. The final determination of an excusable delay shall be made by the MTS PM.

## SECTION B.12

### PERFORMANCE REQUIREMENTS FOR ATTACHMENTS

#### **B.12.1 ATTACHMENT N - IAD ADMINISTRATION BUILDING SECOND FLOOR INCLUDING ANNEX**

1. Once Daily (5 times per week - Monday through Friday)

Between 6:00 p.m. and Midnight:

- a. Asphalt tile floors and stairwells swept and damp mopped with warm soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- b. Carpeted floors vacuumed daily and spot cleaned as often as necessary.
- c. Waste and recycle baskets emptied and a new plastic liner inserted.
- d. Air vents, desks, bookcases, file cabinets, chairs, and office machines feather dusted. Instruct cleaning crew to dust around papers, organizers, etc. Do not dust if containers with liquids are present.
- e. Stainless steel drinking fountains, sinks, and sideboards in kitchenettes scoured and polished.

2. Twice Daily (5 times per week - Monday through Friday)

Between 5:00 a.m. and 7:00 a.m.

*AND*

Between 6:00 p.m. and Midnight:

- a. Restrooms, floors, and cove base swept and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper and women's sanitary refuse containers emptied with new liners inserted. Paper towel, toilet paper, and paper seat cover holders filled. Wash basins and fixtures are to be wiped dry after cleaning. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- b. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

3. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
  - b. Both sides of interior glass door panels and interior windows in interior walls cleaned.
  - c. Spots on walls carefully cleaned.
  - d. Walls and stalls in restrooms washed with warm soapy water and disinfected.
4. Monthly
- a. Walls in elevators washed, disinfected, and polished (stainless steel only).
  - b. Asphalt tile floors buffed and polished.
5. Quarterly
- a. Walls, doors, and frames in all halls and stairwells washed.
  - b. All the carpeted areas shall be chemical dry cleaned on a quarterly basis. Carpet brushing with floor polishing machines will not be acceptable. It is not necessary to remove and replace all the furniture in every office; however, small items such as chairs, waste baskets, and plants should be moved with care to ensure thorough cleaning.
6. Semi-Annually
- a. Asphalt tile floor stripped and re-waxed.
  - b. Interiors and exteriors of building windows shall be washed.

**B.12.2 ATTACHMENT O - IAD ADMINISTRATION BUILDING FIRST FLOOR (SOUTH END)**

1. Twice Daily (7 days per week - 365 days per year plus February 29 as applicable – at the times shown below)
- a. Between 7:00 a.m. and 8:30 a.m.:
    - i. Sweep and wet mop all floors with hot soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to avoid slip and falls.
    - ii. Wash all tables with hot soapy water.
    - iii. Wash restroom lavatories with hot soapy water and clean all mirrors.
    - iv. Fill all paper towel and toilet paper dispensers.
    - v. Empty all waste and recycle containers and insert new liners.



- vi. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

b. Between 6:00 p.m. and Midnight:

All of the above, plus the following:

- i. Wash and disinfect commodes urinals (all urinals must have deodorant screens).
- ii. Fill restroom liquid and powdered soap dispensers.
- iii. Clean glass side panels and doors of patio entrance/exit, both inside and out.
- iv. Sweep, mop, and dust clerk/dispatchers office and dust all air vents. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- v. Wash office counter both inside and outside.
- vi. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

c. Additional tasks for the First Floor IAD Administration Building Garage and Service Lanes:

Between 5:00 a.m. and 7:30 a.m.

*AND*

At 5:30 p.m.:

- i. Maintenance Garage - (One [1] Restroom) Twice Daily:

Floors swept and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper, paper towel, toilet paper, and paper seat cover holders filled. Wash basins and fixtures are to be wiped dry after cleaning. Replenish all supplies. 5:30 p.m. cleaning shall include all of the above plus scrubbing floors prior to wet mopping. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

- ii. Service Lanes - (Two [2] Restrooms and one break room) Twice Daily:

Floors swept and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper, paper towel, toilet paper,

and paper seat cover holders filled. Empty all waste and recycle containers and insert new liners. Wash basins and fixtures are to be wiped dry after cleaning. Replenish all supplies. Maintain supplies in all feminine supply vending machines. Morning cleaning shall include scrubbing floors prior to wet mopping. (Service Lane operations will not allow deep cleaning after 6:00 p.m.). When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

2. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
- b. Scrub floors and walls in stairwell that leads to second floor.
- c. Clean interior and exterior of glass windows in office.

3. Monthly

- a. Wash and disinfect restroom walls and stalls.
- b. Shower walls and floors scrubbed to remove calcium stains and soap scum. Floor drains polished.
- c. Asphalt tile floor buffed and polished.

4. Quarterly

Wash walls, doors, and frames.

5. Semi-Annually

- a. Asphalt tile floor stripped and re-waxed.
- b. Interiors and exteriors of building windows shall be washed.

**B.12.3 ATTACHMENT U - IAD ADMINISTRATION BUILDING 1st FLOOR LOCKER AND PATIO AREA**

1. Twice Daily (7 days per week - 365 days per year plus February 29 as applicable - at the times shown below)

- a. Between 7:00 a.m. - 8:30 a.m.:
  - i. Sweep all floors. Chip and remove gum
  - ii. Wipe tables and benches
  - iii. Clean all ledges, wipe clean and dust tops of lockers

- iv. Remove trash and debris from planters
- v. Empty all waste and recycle containers and insert new liners
- b. Between 6:00 p.m. and Midnight:
  - i. Sweep all floors. Chip and remove gum. Mop locker room floor. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls
  - ii. Wipe tables and benches
  - iii. Clean all ledges
  - iv. Remove trash and debris from planters
  - v. Empty all waste and recycle containers and insert new liners

2. Weekly

Between 6:00 p.m. and Midnight:

Hose down concrete area. Do not hose down locker room floor.

**B.12.4 ATTACHMENT U - IAD FACILITY SIDEWALK AREA**

Once Daily (5 times per week - Monday through Friday)

- a. Sweep sidewalk and curb. Remove trash and debris
- b. Remove trash and debris from tree planters

**B.12.5 ATTACHMENT P - IAD RAM BUILDING SECOND FLOOR**

1. Once Daily (7 times per week)

Between 6:00 p.m. and Midnight:

- a. Asphalt tile floors and stairwells swept and damp mopped with warm soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- b. Carpeted floors vacuumed daily and spot cleaned as often as necessary. (See note below).
- c. Waste and recycle baskets emptied and a new plastic liner inserted.
- d. Air vents, desks, bookcases, file cabinets, chairs, and office machines feather dusted. Instruct cleaning crew to dust around papers, organizers,

etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.

- e. Stainless steel drinking fountains, sinks, and sideboards in kitchenettes scoured and polished.
- f. Locker rooms cleaned. Tops of lockers dusted and wiped clean.
- g. Interior and exterior of glass doors cleaned.

2. Twice Daily (7 days per week - 365 days per year plus February 29 as applicable - at the times shown below)

Between 5:00 a.m. and 8:00 a.m.

*AND*

Between 6:00 p.m. and Midnight:

a. Restrooms:

Floors and cove base swept, floors scrub brushed and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper and women's sanitary refuse containers emptied with new liners inserted. Paper towel, toilet paper, and paper seat cover holders filled. Wash basins and fixtures are to be wiped dry after cleaning. Replenish all supplies. Maintain supplies in all feminine supply vending machines. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

b. Twice Daily:

The Lunchroom shall be swept and wet mopped with warm soapy water and the sink basin must be cleaned and wiped dry. Waste and recycle baskets will be emptied and a new plastic liner inserted. Microwave and refrigerator interior cleaning are not included in this contract however the exteriors shall be wiped clean and kept dust free. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

3. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
- b. Both sides of interior glass door panels and interior windows in interior walls cleaned.
- c. Spots on walls carefully cleaned.

d. Walls and stalls in restrooms washed with warm soapy water and disinfected.

4. Monthly

a. Walls in elevators washed, disinfected, and polished (stainless steel only).

b. Asphalt tile floor buffed and polished.

5. Quarterly

a. Walls, doors, and frames in all halls and stairwells washed.

b. Scrub all staircase treads on all three (3) stairwells.

c. Carpeted areas shall be chemical dry cleaned on a quarterly basis. Carpet brushing with floor polishing machines will not be acceptable. It will not be necessary to remove and replace all the furniture in every office; however, periodically some moving may be necessary. When this becomes necessary, the Contractor will be instructed by the MTS Facility Manager.

6. Semi-Annually

a. Asphalt tile floor stripped and re-waxed.

b. Interior and exterior of building windows shall be washed.

**B.12.6 ATTACHMENT Q - IAD RAM BUILDING FIRST FLOOR MAINTENANCE**

1. Once Daily (7 times per week)

Between 6:00 p.m. and Midnight:

a. Asphalt tile floors including the Foremen's office and Assistant Manager's office swept, and damp mopped with warm soapy water. Concrete hallway floors scrubbed and wet mopped. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

b. Assistant Manager's office waste and recycle baskets emptied and a new plastic liner inserted.

c. Both sides of glass entrance doors shall be cleaned daily. Double doors (maintenance shop entrance) shall be degreased and wiped clean daily.

d. Air vents, desks, bookcases, file cabinets, chairs and office machines feather dusted. Instruct cleaning crew to dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.

2. Twice Daily (7 days per week - 365 days per year plus February 29 as applicable - at the times shown below)

Between 5:00 a.m. and 7:00 a.m.

*AND*

Between 6:00 p.m. and Midnight:

- a. Restrooms:

Floors and cove base swept, scrub brushed, and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper and women's sanitary refuse containers emptied with new liners inserted. Paper towel, toilet paper, and paper seat cover holders filled. Wash basins and fixtures are to be wiped dry after cleaning. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.

- b. Mechanic's wash basin in maintenance shop scrubbed, cleaned, and wiped dry.
- c. Waste and recycle baskets in Foreman's Office shall be emptied and a new plastic liner inserted.
- d. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

3. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
- b. Clean interior and exterior of windows and doors in interior walls.
- c. Spots on walls carefully cleaned.

4. Monthly

- a. Wash and disinfect restroom walls and stalls.
- b. Concrete floors machine scrub brushed and mopped. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- c. Asphalt tile floor buffed and polished.

5. Quarterly

Walls, doors, and frames in all halls washed.

6. Semi-Annually

- a. Asphalt tile floor stripped and re-waxed.
- b. Interior and exterior of building windows shall be washed.

**B.12.7 ATTACHMENT R - KMD MAINTENANCE BUILDING SECOND FLOOR**

Regular cleaning services are required 7 days a week at KMD. The Contractor can perform waxing and stripping operations on a weekend if approved by the MTS Facility Manager in advance.

1. Once Daily (7 times per week - Sunday through Friday)

Between 6:00 p.m. and Midnight:

- a. Asphalt tile floors and both stairwell floors swept and damp mopped with soapy water. This includes rooms 134, 135, 136, 137, and 139. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- b. Carpeted floors (room 138) vacuumed and spot cleaned as often as necessary.
- c. Waste and recycle baskets emptied and a new plastic liner inserted.
- d. Air vents, desks, bookcases, file cabinets, chairs and office machines feather dusted. Instruct cleaning crew to dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.
- e. Stainless steel drinking fountains scoured, wiped clean, and polished.

2. Twice Daily (7 times per week - at the times shown)

Between 5:00 a.m. and 8:00 a.m.

*AND*

Between 6:00 p.m. and Midnight:

a. Restrooms:

Floors and cove base swept, scrub brushed and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper and women's sanitary refuse containers emptied with new liners inserted. Paper towel, toilet paper, and paper seat cover holders filled. Wash basins and fixtures are

to be wiped dry after cleaning. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.

- b. Wash lunchroom tables and chairs (rooms 134 and 135) with warm soapy water. Contractor has no responsibility for the microwave and refrigerator interiors; however, the exteriors shall be wiped down and kept dust free.
- c. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

3. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
- b. Both sides of interior glass door panels and interior windows in interior walls cleaned.
- c. Spots on walls carefully cleaned.
- d. Walls and stalls in restrooms washed with warm soapy water and disinfected.

4. Monthly

- a. Asphalt tile floor buffed and polished.
- b. Shower walls and floors scrubbed to remove calcium stains and soap scum floor drains polished.

5. Quarterly

- a. Carpet in room 138 shall be chemical dry cleaned on a quarterly basis. Carpet brushing with floor polishing machines will not be acceptable. It is not necessary to remove and replace all the furniture in every office; however, small items such as chairs, waste baskets and plants should be moved with care to ensure thorough cleaning.
- b. Walls, doors, and frames in all halls and stairwells washed.

6. Semi-Annually

- a. Asphalt tile floor stripped and re-waxed.
- b. Interior and exterior of building windows shall be washed.

Note: Contractor shall have room 142 for storage of equipment and supplies.

**B.12.8 ATTACHMENT T - KMD FIRST FLOOR MAINTENANCE**



1. Twice Daily (7 times per week - at the times shown)

Between 5:00 a.m. and 8:00 a.m.

*AND*

Between 6:00 p.m. and Midnight:

- a. All floors (asphalt tile & concrete) in rooms 108 and 120 and hallway swept and damp mopped with soapy water. Waste and recycle baskets emptied and a new plastic liner inserted. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- b. Air vents, desks, bookcases, file cabinets, chairs and office machines. Instruct cleaning crew to dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.
- c. Sink in the hallway outside of room 121 to be cleaned twice daily. Stainless steel drinking fountain shall be scrubbed, wiped clean and polished.
- d. Restroom (121 and 122) floors and cove base swept, scrubbed and wet mopped with warm soapy water, each wash basin cleaned with scouring powder, commodes and urinals washed and disinfected, waste paper and women's sanitary refuse containers emptied with new liners inserted, and paper towel, toilet paper, and paper seat cover holders filled. All wash basins and fixtures to be wiped dry after cleaning. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
- e. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

2. Twice Daily (Seven [7] days per week - at the times shown below)

Additional tasks for the KMD Service Lanes:

Between 5:00 a.m. and 7:30 a.m.

*AND*

After 5:30 p.m.:

Service Lanes – (Two [2] Restrooms) Twice Daily:

Floors swept and wet mopped with warm soapy water. Each wash basin cleaned with scouring powder. Commodes and urinals washed and disinfected. Waste paper, paper towel, toilet paper, and paper seat cover holders filled. Wash basins and fixtures are to be wiped dry after cleaning. Replenish all supplies. Maintain supplies in all feminine supply vending machines. Before 7:30 a.m., cleaning shall include scrubbing floors prior to wet mopping. (Service Lane operations will not

allow deep cleaning after 6:00 p.m.). When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.

3. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
- b. Clean hallway windows and degrease doors inside building.
- c. Spots on walls carefully cleaned.

4. Monthly

- a. Wash and disinfect restroom walls and stalls.
- b. Asphalt tile floor buffed and polished.

5. Quarterly

Walls, doors, and frames in all halls washed.

6. Semi-Annually

- a. Asphalt tile floor stripped and re-waxed.
- b. Interiors and exteriors of building windows shall be washed.

Note: Contractor shall have room 122 in which to store equipment and supplies. Please refer to instructions about the minimum amount of supplies to be kept on hand.

**B.12.9 ATTACHMENT S - KMD TRANSPORTATION BUILDING 200**

1. Once Daily (7 times per week)

Between 6:30 a.m. - 9:00 a.m.:

- a. Sweep and wet mop all floors with hot soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- b. Wash tables and countertops in rooms 201, 202, 203, 204, 205, and 206 with hot soapy water.
- c. Wash lavatories with hot soapy water.
- d. Clean mirrors.
- e. Fill towel dispensers.

- f. Empty all waste and recycle containers inside and outside including areas 1, 2, and patio.
- g. Contractor has no responsibility for microwave in room 206.
- h. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

2. Once Daily (7 times per week)

Between 6:00 p.m. and Midnight:

Complete all of the tasks listed above, plus:

- a. Wash and disinfect commodes urinals (all urinals shall have deodorant screens).
- b. Clean interiors and exteriors of all entrance/exit doors and their glass side panels.
- c. Sweep patio floor and wash with hot soapy water. Sweep areas 1 and 2.
- d. Wash patio tables with warm soapy water in patio area and the park benches in areas 1 and 2.
- e. Replenish all supplies. Maintain supplies in all feminine supply vending machines.

3. Weekly

- a. Remove marks and touch up asphalt tile floor with wax.
- b. Clean interior and exterior of windows and doors in interior walls in rooms 201, 202, 203, 205, and 206.
- c. Remove marks on walls and clean schedule holder with glass cleaner in room 206.
- d. Wash and disinfect the walls and floors of the showers and shower areas.
- e. Dust tops of lockers and wipe clean.

4. Monthly

- a. Wash and disinfect restroom walls and stalls.
- b. Asphalt tile floor buffed and polished.
- c. Shower walls and floors scrubbed to remove calcium stains and soap scum. Floor drains polished.

5. Quarterly

- a. Wash walls, doors, and frames.
- b. Wipe down all lockers in room 206.

6. Semi-Annually

- a. Asphalt tile floor stripped and re-waxed.
- b. Interiors and exteriors of building windows shall be washed.

Note: Contractor shall have room 212 in which to store equipment and supplies.  
Please refer to instructions about minimum amount of supplies to be kept on hand.

## JANITORIAL SERVICES (SDTI &amp; SDTC)

G2613.0-22

## TOTAL COST SUMMARY

**\*\* Fill in the blue cell \*\***

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
LRV's	\$ 1,145,686.53	\$ 1,229,235.72	\$ 1,241,527.99	\$ 1,253,942.93	\$ 1,266,482.59	\$ 1,279,147.71
SDTI BUILDINGS	\$ 221,748.78	\$ 223,966.52	\$ 226,205.82	\$ 228,468.56	\$ 230,753.26	\$ 233,060.92
IAD BUILDINGS	\$ 95,328.20	\$ 96,281.48	\$ 97,244.16	\$ 98,216.72	\$ 99,199.04	\$ 100,190.92
KMD BUILDINGS	\$ 69,021.04	\$ 69,711.12	\$ 70,408.20	\$ 71,112.34	\$ 71,823.52	\$ 72,541.70
Security Office Trailer	\$ 3,600.00	\$ 3,636.00	\$ 3,672.36	\$ 3,709.08	\$ 3,746.16	\$ 3,783.60
TOTAL PER YEAR	\$ 1,535,384.55	\$ 1,622,830.84	\$ 1,639,058.53	\$ 1,655,449.63	\$ 1,672,004.57	\$ 1,688,724.85

## OVERALL TOTAL 6 YEARS

**\$ 9,813,452.97**

HOURLY RATE FOR COVID INCIDENTS AND OTHER OUTBREAKS	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	\$ 30.38	\$ 30.69	\$ 31.00	\$ 31.31	\$ 31.62	\$ 31.93

PROPOSER'S NAME:

NMS Management, Inc.



**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

## **Agenda Item No. 9**

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

**December 8, 2022**

**SUBJECT:**

**SAN DIEGO STATE UNIVERSITY (SDSU) TUNNEL SAFETY EQUIPMENT MAINTENANCE –  
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. PWL360.0-23 (in substantially the same format as Attachment A) with Comfort Mechanical, Inc. (Comfort), a Small Business (SB), for maintenance and as-needed repair of the tunnel safety equipment at SDSU, in the amount of \$707,341.00 for preventive maintenance, and \$100,000.00 for as-needed repairs, for a total amount of \$807,341.00, for a period of five (5) years commencing on January 1, 2023.

**Budget Impact**

The total cost of this contract is estimated to be \$807,341.00. This contract is funded by the Maintenance of Way (MOW) Operations Budget 360016-536600.

**DISCUSSION:**

MTS currently operates trolley service to the SDSU campus via the Green Line that passes through an underground tunnel to the SDSU station stop. The SDSU tunnel and underground station mechanical, electrical and emergency systems are comprised of multiple individual components, such as emergency ventilation fans, jet fans, dampers, facilities ventilation, electrical systems, battery backups, gap breakers and train zone surveillance that must work together for the overall systems to function properly in the event of an emergency.

For public safety and continuity of transit operations, it is important that a routine preventive maintenance service program that includes every major piece of equipment be developed. This work is most efficiently and effectively performed through a service contract.

Comfort is the current service provider for this work. The current agreement will expire on December 31, 2022.



MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding \$100,000.00.

On August 16, 2022, MTS issued the Request for Proposals (RFP) for turn-key mechanical and electrical preventive maintenance services, including inspection, testing, parts replacement, and as-needed repairs of equipment for the fire life safety equipment in the SDSU underground Station.

On September 15, 2022, Comfort submitted the sole proposal MTS received in response to this RFP.

Following the single submission, staff conducted a post-bid survey to determine whether or not the solicitation contained prohibitive specifications. The survey revealed that the technical requirements were indeed allowed for full and open competition. Staff then reviewed Comfort's submission and deemed it both responsive, and responsible.

A selection committee consisting of representatives from MTS Finance and Maintenance of Way (MOW) departments met and scored the proposal based on the following criteria:

- |  |            |
|--|------------|
| 1. Qualifications of the Firm or Individual:   | 25%        |
| 2. Staffing, Organization and Management Plan: | 20%        |
| 3. Work Plan:                                  | 25%        |
| 4. Cost and Price:                             | <u>30%</u> |
| Total:   | 100%       |

The following table represents the Proposer's final score following the interviews and evaluation of revised technical and cost proposal:

Proposer Name	Technical Score	Cost Score	Total Score
Comfort	61.60	30.00	91.60

The Panel reviewed Comfort's pricing, and found that overall it was -1.45% lower than its current contract pricing for the same services. Thus, staff deemed the pricing for the services both fair and reasonable.

On October 26, 2022, MTS issued a Notice to Intent to Award to Comfort, based on the selection committee's determination that their proposal best met MTS requirements set forth in the RFP, including both technical and price factors.

For this agreement, Comfort will utilize the following subcontractors:

Subcontractor List	Firm Certifications
Mitsubishi Electric Power Products, Inc. Doing Business As (DBA), Computer Protection Technology.	None
Vortex Industries, Inc.	Women Owned Business Enterprise (WBE)

Therefore, staff recommends that the Board of Directors authorize the CEO to Execute MTS Doc. No. PWL360.0-23 (in substantially the same format as Attachment A) with Comfort, a SB, for maintenance and as-needed repair of the tunnel safety equipment at SDSU, in the amount of \$707,341.00 for preventive maintenance, and \$100,000.00 for as-needed repairs, for a total amount of \$807,341.00, for a period of five (5) years commencing on January 1, 2023.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. PWL360.0-23  
B. Cost Form





**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. PWL360.0-23**

**SDSU TUNNEL SAFETY EQUIPMENT MAINTENANCE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 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: Comfort Mechanical, Inc. Address: 10740 Kenney Street, Suite 405  
Santee, CA 92071  
City State Zip  
Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: [sean@comfortmechanical.org](mailto:sean@comfortmechanical.org)  
Telephone: 619.733.6933  
Authorized person to sign contracts Sean Caviness President  
Name Title

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

The contract term is for up to (5) years effective January 1, 2023 through December 31, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$807,341.00 without the express written consent of MTS.

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



## BID FORM - SDSU TUNNEL SAFETY EQUIPMENT MAINTENANCE

**Instructions:** For Table I, please provide proposed firm fixed annual compensation for preventive maintenance, including inspection and certification for each equipment. Contractor shall be paid monthly based on the annual amount for service of each equipment item. For Table II, please provide proposed firm fixed hourly wages of the staff as described below that may be required to work for repairs not covered by regular maintenance. For Table III, please provide proposed parts mark up percentage for parts for as-needed repairs not covered by regular maintenance.

TABLE I - SCHEDULED MAINTENANCE		YEAR ONE: 1/1/23 - 12/31/23	YEAR TWO: 1/1/24 - 12/31/24	YEAR THREE: 1/1/25 - 12/31/25	YEAR FOUR: 1/1/26 - 12/31/26	YEAR FIVE: 1/1/27 - 12/31/27
#	Description	Item Total	Item Total	Item Total	Item Total	Item Total
1	Smoke and Fire Dampers	\$ 6,036.00	\$ 6,354.00	\$ 6,672.00	\$ 7,006.00	\$ 7,356.00
2	Damper Actuators	\$ 1,341.00	\$ 1,408.00	\$ 1,478.00	\$ 1,552.00	\$ 1,630.00
3	EVOP and Tunnel Jet Fans	\$ 17,226.00	\$ 18,133.00	\$ 19,040.00	\$ 19,992.00	\$ 20,991.00
4	Tunnel/Track and Backdraft Dampers	\$ 12,919.00	\$ 13,599.00	\$ 14,279.00	\$ 14,993.00	\$ 15,743.00
5	Fire Doors Smoke Seals and Hardware	\$ 9,520.00	\$ 10,472.00	\$ 11,519.00	\$ 12,671.00	\$ 13,938.00
6	Stationary Batteries	\$ 3,550.00	\$ 3,905.00	\$ 4,295.00	\$ 4,725.00	\$ 5,197.00
7	Uninterrupted Power Supply	\$ 3,550.00	\$ 3,905.00	\$ 4,295.00	\$ 4,725.00	\$ 5,197.00
8	Sump Pump	\$ 2,822.00	\$ 2,971.00	\$ 3,119.00	\$ 3,275.00	\$ 3,439.00
9	HVAC and Mechanical Systems	\$ 69,081.00	\$ 72,717.00	\$ 76,353.00	\$ 80,171.00	\$ 84,181.00
<b>Subtotals</b>		<b>\$ 126,045.00</b>	<b>\$ 133,464.00</b>	<b>\$ 141,050.00</b>	<b>\$ 149,110.00</b>	<b>\$ 157,672.00</b>
<b>Monthly Fee (Subtotal/12 months)</b>		<b>\$ 10,503.75</b>	<b>\$ 11,122.00</b>	<b>\$ 11,754.17</b>	<b>\$ 12,425.83</b>	<b>\$ 13,139.33</b>
<b>Grand Total</b>		<b>\$ 707,341.00</b>				

II. TROUBLE CALLS/CALL BACK CHARGES		YEAR ONE: 1/1/23 - 12/31/23	YEAR TWO: 1/1/24 - 12/31/24	YEAR THREE: 1/1/25 - 12/31/25	YEAR FOUR: 1/1/26 - 12/31/26	YEAR FIVE: 1/1/27 - 12/31/27
#	Description	Rate	Rate	Rate	Rate	Rate
<b>ELECTRICAL</b>						
1	Technician (Straight Time) Per Hour	\$ 195.00	\$ 205.00	\$ 215.00	\$ 226.00	\$ 237.00
2	Supervisor (Straight Time) Per Hour					
3	Journeyman (Straight Time) Per Hour	\$ 195.00	\$ 205.00	\$ 215.00	\$ 226.00	\$ 237.00
4	Installer (Straight Time) Per Hour	\$ -	\$ -	\$ -	\$ -	\$ -
5	Technician Evenings, Weekends, and Holidays (Overtime)	\$ 391.00	\$ 410.00	\$ 430.00	\$ 451.00	\$ 473.00
6	Supervisor Evenings, Weekends, and Holidays (Overtime)					
7	Journeyman Evenings, Weekends, and Holidays (Overtime)	\$ 391.00	\$ 410.00	\$ 430.00	\$ 451.00	\$ 473.00
8	Installer Evenings, Weekends, and Holidays (Overtime)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>HVAC/Mechanical</b>						
9	Technician (Straight Time) Per Hour	\$ 140.00	\$ 147.00	\$ 155.00	\$ 163.00	\$ 171.00
10	Supervisor (Straight Time) Per Hour	\$ 167.00	\$ 175.00	\$ 184.00	\$ 193.00	\$ 203.00
11	Journeyman (Straight Time) Per Hour	\$ 140.00	\$ 147.00	\$ 155.00	\$ 163.00	\$ 171.00
12	Installer (Straight Time) Per Hour					
13	Technician Evenings, Weekends, and Holidays (Overtime)	\$ 210.00	\$ 221.00	\$ 232.00	\$ 244.00	\$ 256.00
14	Supervisor Evenings, Weekends, and Holidays (Overtime)	\$ 228.00	\$ 239.00	\$ 251.00	\$ 264.00	\$ 277.00
15	Journeyman Evenings, Weekends, and Holidays (Overtime)	\$ 210.00	\$ 221.00	\$ 232.00	\$ 244.00	\$ 256.00
16	Installer Evenings, Weekends, and Holidays (Overtime)					

LOCK SMITH

17	Lock Smith (Straight Time) Per Hour	\$ 198.00	\$ 217.00	\$ 240.00	\$ 264.00	\$ 290.00
18	Lock Smith Evenings, Weekends, and Holidays (Overtime)	\$ 328.00	\$ 360.00	\$ 396.00	\$ 436.00	\$ 479.00
III. ANNUAL PARTS MARK UP %		YEAR ONE: 1/1/23 - 12/31/23	YEAR TWO: 1/1/24 - 12/31/24	YEAR THREE: 1/1/25 - 12/31/25	YEAR FOUR: 1/1/26 - 12/31/26	YEAR FIVE: 1/1/27 - 12/31/27
#	Description	Percentage	Percentage	Percentage	Percentage	Percentage
1	Annual Parts Mark Up %	5%	5%	5%	5%	5%



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

**Agenda Item No. 10**

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

**December 8, 2022**

**SUBJECT:**

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

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





**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

**Agenda Item No. 11**

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

**December 8, 2022**

**SUBJECT:**

**AMAYA TROLLEY STATION ASPHALT REPAIRS – WORK ORDER**

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





**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

## **Agenda Item No. 12**

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

**December 8, 2022**

**SUBJECT:**

**FY23 AMERICANS WITH DISABILITIES ACT (ADA) BUS STOP DESIGN SERVICES – WORK ORDER**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA356-AE-03 (in substantially the same format as Attachment A) under MTS Doc. No. PWL356.0-22 with Pacific Railway Enterprises (PRE), a Disadvantaged Business Enterprise (DBE), in the amount of \$151,845.16 to provide design services for upgrading ten (10) existing bus stops to meet current ADA standards for access to the bus stop and bus doors.

**Budget Impact**

The total cost of this contract is estimated to be \$151,845.16. This project is funded by the Capital Improvement Project (CIP) 1008119401 – FY23 ADA Bus Stops.

**DISCUSSION:**

A majority of MTS's bus stops are on city and county roads rather than in MTS-owned transit centers. Some of these bus stops are at legacy locations that are constrained by narrow right-of-way, limited or non-standard sidewalk improvements, and other factors. Because of this, some legacy bus stop locations do not meet current ADA standards for access to the bus stop and bus doors. Some stop locations are too narrow to install amenities such as benches or shelters. MTS makes significant effort to not locate a *new* bus stop at a location that does not meet ADA standards. This project will provide engineering design to increase the functional area of ten (10) legacy bus stops to comply with ADA standards.

As part of MTS's annual budget planning process, MTS has designated an annual budget for this overall effort to upgrade existing bus stops to meet current ADA requirements. The ten locations targeted for the FY23 ADA Bus Stop Upgrade project were provided by the MTS Planning Department.



Under this proposed work order, PRE will conduct field investigations, records research, and all plan preparation, to provide design plans and support for ten (10) ADA bus stop upgrades, at the following locations:

STOP ID	DIRECTION	STREET	CROSS STREET	CITY
59005	Eastbound	Plaza Bl.	Euclid Av.	National City
12860	Northbound	S. 43rd St.	Delta St.	San Diego
11310	Westbound	Ocean View Bl.	32nd St.	San Diego
10949	Westbound	Ocean View Bl.	36th St.	San Diego
11371	Westbound	Logan Av.	47th St.	San Diego
12541	Northbound	Euclid Av.	La Paz Dr.	San Diego
99107	Southbound	Woodman St.	Skyline Dr.	San Diego
99106	Northbound	Woodman St.	Skyline Dr.	San Diego
11417	Eastbound	Skyline Dr.	O'Meara St.	San Diego
11163	Westbound	Nobel Dr.	Regents Rd.	San Diego

PRE was selected from MTS's on-call panel. 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 DBE certified firm, (which is also considered to be a SB)
- 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 B, and utilizing a rotation award process, selected PRE to perform the requisite services from the on-call consultant bench to the Category B firm PRE.

Staff deemed PRE's proposal to be responsive, and met the requirements of the RFP including experienced staff that has substantial experience in civil engineering design needs for transit and other projects.

Through negotiations, PRE lowered its cost proposal and decreased the design scope of work from thirty-three (33) bus stops to ten (10) bus stops, to stay within budget bringing the original proposed cost of \$600,195.52 down to \$151,845.16. The final agreed price of \$151,845.16 is deemed to be fair and reasonable.

For this project, PRE has designated two (2) subcontractors: AECOM in the amount of \$121,885.65 and Guida Engineering, a Small Business (SB), in the amount of \$28,521.25.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA356-AE-03 (in substantially the same format as Attachment A) under MTS Doc. No. PWL356.0-22 with PRE, a DBE, in the amount of \$151,845.16 to provide design

services for upgrading ten (10) existing bus stops to meet current ADA standards for access to the bus stop and bus doors.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order  
B. Cost Form





**Metropolitan  
Transit  
System**

December 8, 2022

MTS Doc. No. PWL356.0-22  
Work Order No. WOA356-AE-03

Pacific Rail Enterprises, Inc.  
Jennifer . Seccombe  
President/CEO  
3560 University Ave, Suite F  
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: WORK ORDER WOA356-AE-03, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR FY23 AMERICAN DISABILITY ACT (ADA) BUS STOP UPGRADES

This letter shall serve as our agreement for Work Order WOA356-AE-03 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

#### SCOPE OF SERVICES

Provide design services for ADA bus stop upgrades at ten (10) locations. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

#### SCHEDULE

The Scope of Services, as described above, shall be for a period of nine (9) weeks from the date of the Notice to Proceed.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$151,845.16 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

Jennifer Seccombe, President/CEO  
Pacific Rail Enterprises

Date:

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

**ATTACHMENT A  
SCOPE OF SERVICES**

## **I. PROJECT DESCRIPTION**

Some Metropolitan Transit System (MTS) bus stop locations do not meet current American Disability Act (ADA) standards for access to the bus stop and bus doors. In addition, some stop locations are too narrow to install amenities such as benches or shelters. This project will increase the functional area of these bus stops to comply with ADA Standards.

This Work Order will address 10 bus stop locations (See Exhibit A, Bus Stop Locations). Some locations have special conditions, or will require more extensive improvements. These are noted in the right column of Exhibit A, and design should be closely coordinated with MTS.

These improvements will require a Consultant to provide design to comply with ADA Section 810 for Transportation Facilities to be packaged as a single construction project for bid advertisement. All locations shall be designed to the highest level of improvement feasible at each site, in the order listed below:

- 1) Accommodates a standard 13' or 17' MTS advertising shelter
- 2) Accommodates a standard 13' or 17' MTS non-advertising shelter
- 3) Accommodates a standard MTS advertising bench
- 4) Meets minimum ADA bus stop standards

The Consultant shall also be responsible for providing all necessary forms, fees, and support for plan review/approval and permitting required by all applicable agencies outside of MTS. This shall include processing DS-3179 Construction Plans for approval and permit issuance for work within the City of San Diego right-of-way. Consultant shall provide two (2) sets of half-size prints of fully permitted plans to MTS project manager.

## **II. SCOPE OF WORK**

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

### **TASK 1: PROJECT MANAGEMENT AND COORDINATION**

This task includes standard project management services including the requirements for invoicing, quality assurance, and administration of the Consultant's team. Quality control will be included in the development of the deliverable.

Project management shall include coordination with outside agencies for review and approval of the plans. All bus stops locations are presumed to be within the local municipal public right-of-way. Permits are required for construction within City right-of-way. Consultant shall facilitate plan review as an electronically submitted over the counter permit and shall address review comments and design related issues. In addition, the Consultant shall provide design assistance as-needed during the construction phase.

### **TASK 2: FIELD INVESTIGATION**

The Consultant shall visit each site and perform the following:

- I. Record measurements based off existing face of curb for bus stop dimensions, sign and bench locations, locations of any fences or obstructions, distance to nearest curb return of the nearest intersection from bus stop sign, and other pertinent obstructions, furnishings, or limits of work.
- II. Photo log locations with a straight facing shot, two angled front shots at approximately 45 degrees, and two side shots along curb/sidewalk - one from each side.

- III. Provide licensed surveyor to inspect each applicable site, document survey the right-of-way, and complete monument preservation certification on sheet 3 of City of San Diego Development Services form DS-3179 for sites within City of San Diego Right-of-Way.

### **TASK 3: RECORDS RESEARCH**

The Consultant shall perform a records research of as-built street improvement plans at the City of San Diego or National City for each bus stop location. The bus stop design plans shall include, but are not limited to, right-of-way information and existing utilities taken from as-built drawing research. If as-builts do not match existing field conditions, report the differences to MTS prior to proceeding with plan preparation for that application location(s). MTS may provide the Consultant additional reports or documentation as a resource for reference, if applicable. Proposed improvements that will encroach on private property shall be reviewed by MTS prior to final design. If the necessary improvements must encroach on private property with no alternative, MTS will decide if the bus stop shall remain in scope.

### **TASK 4: PLAN PREPARATION AND BUS STOP DESIGN**

Based on Task 2. Field Investigation, an existing layout for each bus stop location will be prepared. The existing layout will be based on survey information and the measurements and photos gathered from all field investigations. Other information from Task 3, Records Research will be plotted into the base map. This will act as the basis for each bus stop design.

Consultant shall determine the ADA criteria necessary at each bus stop location. (Note that certain locations are unique and will anticipate specific design not be subject to the general criteria, i.e. small retaining walls, crosswalk improvements, additional permitting, utility obstructions, etc.) Consultant shall provide 95% design plans for MTS review prior to submitting final plans for permit.

### **TASK 5: ENGINEER'S COST ESTIMATE**

Consultant shall prepare an engineer's cost estimate for the sum total of items to be constructed for this project. The cost estimate will include a list of construction bid items with each item being measured for cost quantity. Unit costs for each bid items will be developed based on recent construction bid data.

### **TASK 6: FACILITATE PLAN REVIEW AND PERMIT ASSISTANCE**

Consultant shall be responsible for the coordination with all outside agencies for review and approval of the plans. It will be the Consultant's responsibility to obtain all permits required for construction within City right-of-way. The Consultant will facilitate plan review processes and shall address review comments and design related issues.

Furthermore, the Consultant shall assist the Contractor with City permit processing required during the construction phase. In addition, Consultant shall provide updates when the permit is submitted and notify of acceptance or revision within 7 days.

### **TASK 7: DESIGN SUPPORT DURING CONSTRUCTION**

Contractor shall provide proposal for design support during construction. Consultant shall assume they will not be needed for construction progress meetings. Hours for allocated for this task are for Consultant personnel to assist with potential in-field design changes and to provide direction to the contractor.

### **III. PERIOD OF PERFORMANCE**

The period of performance for the required services shall be from the date of the Notice to Proceed through construction.

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

##### A. Tasks Schedule

<b>Task</b>	<b>Begin/End Dates</b>
1. Field Investigation	NTP / NTP + 3 Weeks
2. Records Research	NTP + 2 weeks / NTP + 3 Weeks
3. Plan Preparation and Bus Stop Design	NTP + 3 weeks / NTP + 8 Weeks
4. Engineer's Cost Estimate	NTP + 3 weeks / NTP + 8 Weeks
5. Facilitate Plan Review	After 100% Design / Dependent on City/Caltrans review and approval time

##### B. Milestones/Deliverables Schedule

<b>Milestone/Deliverable</b>	<b>Due Date</b>
1. 95% Design Plans	NTP + 9 Weeks
2. Permitted/Conformed Plan Set	TBD
3. Engineer's Cost Estimate	NTP + 9 Weeks

#### V. MTS ACCEPTANCE OF SERVICES:

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

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

#### VI. DEFICIENT WORK PRODUCT

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

- Revising provided documents,

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

**VII. 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.

**VIII. 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.

Work Order will be performed as Time and Materials with a Not to Exceed amount.

Permit Fees will be paid as an Other Direct Cost, not to exceed \$750 per location.

Any permits required outside of the City of San Diego and National City will be coordinated by MTS.

**IX. ADDITIONAL INFORMATION**

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

**X. PREVAILING WAGE**

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

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


**EXHIBIT A  
BUS STOP LOCATIONS**

STOP	DIR	STREET	CROSS STREET	CITY	NOTES
<b>SOUTHEAST-CENTRAL</b>					
59005	EB	Plaza Bl.	Euclid Av.	NC	
12860	NB	S. 43rd St.	Delta St.	SD	May require grading and retaining wall.
11310	WB	Ocean View Bl.	32nd St.	SD	
10949	WB	Ocean View Bl.	36th St.	SD	
11371	WB	Logan Av.	47th St.	SD	

<b>SOUTHEASTERN</b>					
12541	NB	Euclid Av.	La Paz Dr.	SD	Bus stop will shift south; project will replace deteriorated asphalt with concrete.
99107	SB	Woodman St.	Skyline Dr.	SD	
99106	NB	Woodman St.	Skyline Dr.	SD	
11417	EB	Skyline Dr.	O'Meara St.	SD	
11163	WB	Nobel Dr.	Regents Rd.	SD	May require grading and retaining wall.



**ATTACHMENT B  
NEGOTIATED FEE PROPOSAL**

# Work Order Estimate Summary

MTS Doc. No. **PWL356.0-22**  
 Work Order No. **WOA356-AE-03**  
 Attachment: **B**

Work Order Title: **FY23 ADA Bus Stops Design**

Project No:

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

Item	Cost Codes	Cost Codes Description	Total Costs
1	NA		\$151,845.16

Totals = **\$151,845.16**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	67.0	\$ 15,764.46
2	Task 2	Field Investigation	208.0	\$ 35,269.19
3	Task 3	Records Research	22.0	\$ 3,714.86
4	Task 4	Plan Preparation and Bus Stop Design	367.0	\$ 65,787.09
5	Task 5	Engineer's Cost Estimate	32.0	\$ 6,890.96
6	Task 6	Facilitate Plan Review and Permit Assistance	27.0	\$ 12,649.59
7	Task 7	Design Support During Construction	53.0	\$ 11,769.01

Totals = **785.0** **\$151,845.16**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises	6.0	\$ 1,438.26
				AECOM	600.0	\$ 121,885.65
		x		Guida Engineering	170.0	\$ 28,521.25

Totals = **776.0** **\$151,845.16**



**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/01/22**

## **Agenda Item No. 13**

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

December 8, 2022

**SUBJECT:**

**ORANGE LINE IMPROVEMENT PROJECT – WORK ORDER**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA356-AE-06 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment A), with Pacific Railway Enterprises, Inc. (PRE), a Disadvantaged Business Enterprise (DBE), in the amount of \$1,411,503.63 to prepare plans, specifications, and estimate (PS&E) for the Orange Line Improvement Project.

**Budget Impact**

The total cost of this contract is estimated to be \$1,411,503.63. This project is funded by the Transit and Intercity Rail Capital Program (TIRCP) award – 2005119501 (Orange Line Rail Signal Project).

**DISCUSSION:**

The Orange Line Improvement Project will make Trolley system improvements at various locations within the 17.6-mile line, benefitting the riding public and the cities of San Diego, Lemon Grove, La Mesa, and El Cajon. To do so, the project will upgrade the signal system and grade crossing warning systems to support bi-directional running between 32<sup>nd</sup>/Commercial Station and Massachusetts Avenue Station. The Orange Line automatic block signal (ABS) system was initially built for unidirectional running, with the grade crossing warning systems monitoring trains approaching the normal traffic direction. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must stop one car length approaching each grade crossing to activate the warning system and then proceed once the gates are in the down position. Trains must operate at restricted speed, which limits the maximum authorized speed (MAS) to 20 mph.

In addition, some curves may need increased super elevation and minor grade crossing civil improvements. In areas when the track civil speeds will allow, between 32<sup>nd</sup>/Commercial



Station and Lemon Grove Station, the Project will increase trolley speeds from 45 mph to 55 mph. The horseshoe curve leaving 32<sup>nd</sup>/Commercial Station has a restricted speed of 30 mph; however, the curve will be evaluated for an increased speed to 35 mph.

Under this proposed work order, PRE will provide the requested design services to improve the service reliability and operating flexibility, maintain grade crossing safety, and increase the state of good repair, and ultimately, ridership for the Orange Line.

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 B, and utilizing a direct award process, selected PRE to perform the requisite services from the on-call consultant bench to the Category B firm PRE since they had provided similar services with regards to signal improvement throughout MTS rail systems.

PRE's proposed amount of \$1,411,503.63 is less than MTS's Independent Cost Estimate (ICE) of \$1,500,000.00 and was determined to be fair and reasonable.

For this project, PRE has designated two (2) subcontractors: Burns Engineering in the amount of \$194,687.70 and Guida Engineering, a Small Business (SB), in the amount of \$53,325.40.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA356-AE-06 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment A), with PRE, a DBE, in the amount of \$1,411,503.63 to prepare PS&E for Orange Line Improvement Project.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order  
B. Cost Form



**Metropolitan  
Transit  
System**

December 8, 2022

MTS Doc. No. PWL356.0-22  
Work Order No. WOA356-AE-06

Pacific Rail Enterprises, Inc.  
Jennifer . Seccombe  
President/CEO  
3560 University Ave, Suite F  
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL  
ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT

This letter shall serve as our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

#### SCOPE OF SERVICES

Provide design services for the Orange Line Improvement Project. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

#### SCHEDULE

The Scope of Services, as described above, shall be for a period of nine (9) weeks from the date of the Notice to Proceed.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$1,411,503.63 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

Jennifer Seccombe, President/CEO  
Pacific Rail Enterprises

Date:

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

**ATTACHMENT A  
SCOPE OF SERVICES**

DRAFT

Pacific Railway Enterprises, Inc. (PRE) will prepare plans, specifications, and estimates (PS&E) for the Project described below. PRE subconsultants will execute some tasks. In general, the subconsultants may perform all or a portion of the following tasks,

Overhead Catenary System – Burns Engineering, Inc.  
Field Surveying – Guida Surveying, Inc.

### **I. Project Understanding**

The Orange Line Improvement Project will make trolley system improvements at various locations within the 17.6-mile line, benefitting the riding public and the cities of San Diego, Lemon Grove, La Mesa, and El Cajon. The Project goal is to increase train speeds, improve service reliability and operating flexibility, maintain grade crossing safety, increase the State of Good Repair, and, ultimately, ridership.

The Project will upgrade the signal system and grade crossing warning systems to support bi-directional running between 32<sup>nd</sup>/Commercial Station and Massachusetts Avenue Station. The Orange Line automatic block signal (ABS) system was initially built for unidirectional running, with the grade crossing warning systems monitoring trains approaching the normal traffic direction. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must stop one car length approaching each grade crossing to activate the warning system and then proceed once the gates are in the down position. Trains must operate at restricted speed, which limits the maximum authorized speed (MAS) to 20 mph.

In addition to upgrading signal and grade crossing warning device systems for increased speed, some curves may need increased superelevation and minor grade crossing civil improvements. In areas when the track civil speeds will allow, between 32<sup>nd</sup>/Commercial Station and Lemon Grove Station, the Project will increase trolley speeds from 45 mph to 55 mph. The horseshoe curve leaving 32<sup>nd</sup>/Commercial Station has a restricted speed of 30 mph; however, the curve will be evaluated for an increased speed to 35 mph.

The Project will also improve MTS' State of Good Repair. Signal instrument shelters and the associated equipment within this area are approximately 35 years old, have served their useful life, and need upgrading. These upgrades will improve the overall reliability, performance, and maintenance of the Orange Line.

The Project improvements can be summarized to three (3) focus areas where different improvements will be delivered. The following area definitions and work objectives will assist with overall project organization, status reporting, and execution.

#### Area A (32<sup>nd</sup>/Commercial to Massachusetts Avenue Station)

- Upgrade ABS and grade crossing warning systems to bi-directional running.
- Upgrade manually operated E315 crossover to electric interlocking.
- Upgrade manually operated E304 crossover and add #10 left-hand crossover to create E2 electric interlocking.
- Upgrade E8 to a universal crossover by adding a #20 right-hand crossover.
- Upgrade E10 to a universal crossover by adding a #20 left-hand crossover.
- Upgrade instrument shelters and associated equipment at 35 locations (estimated, actual number to be determined at the 30% design stage).



Area B (32<sup>nd</sup>/Commercial to Francis Street)

- Extend ABS from Francis Street to the east end of the 32<sup>nd</sup>/Commercial Station platform.
- Assess track superelevation for a speed increase from 30 mph to 35 mph in the horse curve.

Area C (Encanto/62<sup>nd</sup> Street to Lemon Grove Station)

- Assess track superelevation for a speed increase from 45 mph to 55 mph, focusing on 69<sup>th</sup> Street.
- Adjust grade crossing approach limits for speed increase between Encanto/62<sup>nd</sup> Street Station to Lemon Grove Station.

Following is a detailed description of the tasks required to meet the Project goal.

**Task 1 – Task Order Management**

This Task includes the associated project management services, including the requirements for progress reports, invoicing, meetings, and administration of the Consultant's and Subconsultant's work.

**Task 1.1 – Project reporting**

Monthly invoices and progress reports of the work will be consistent with the MTS reporting and invoicing formats.

**Task 1.2 – Project Management and Coordination with Subconsultants**

PRE's management and oversight administration of the subconsultants' work. PRE's Project Management Plan (PMP) will be updated regularly and track the project schedule, budget, and risk registry throughout the Project's life cycle.

**Task 1.3 – Project Development Team (PDT) Meetings with MTS**

Twelve (12) monthly PDT meetings will be held virtually and will work with MTS (1-hour each). Agendas will be prepared for each meeting. Action items and project risk register will be updated after each meeting and distributed to the team via email.

**Task 1.4 Interdisciplinary Team meetings**

Twelve (12), 1-hour interdisciplinary team meetings will be held internally PRE and the subconsultant team. These meetings will be held before the PDT meetings to discuss and identify risks and determine which items need to be added to the agenda for discussion with MTS.

**Task 1.5 Bluebeam Interdisciplinary Review Sessions**

Before submitting each design submittal, a Bluebeam interdisciplinary review session will be held to allow each discipline to review the comprehensive design package. This review will increase the overall quality of the design and identify the impacts of overlapping discipline design. Two (2) sessions are anticipated at 2 hours each to support 30% and 100% design submittals.

## **Task 2 – Signal Design**

### **Task 2.1 - ABS Upgrades**

A block design for the area between 32nd/Commercial and Massachusetts Avenue will be developed to incorporate reverse running. Safe braking distances will be calculated and incorporated into the design. An aspect chart will be created with the block design at the 30% signal design stage.

As the existing copper-line-circuited, relay-based signal system does not support bidirectional ABS, the design will upgrade the system to a vital processor-based system utilizing a fiber optic network.

Upgrading the equipment necessary for these changes will replace most of the original signal equipment installed in the 1980s, surpassing its useful life cycle. This effort will bring this track portion up to the State of Good Repair and reduce maintenance costs.

A total of 5 interlocking houses and approximately 30 rail cases (final count to be determined at the 30% design stage) will be designed for replacement and upgrade.

### **Task 2.2 - Interlocking Upgrades**

The signal design will upgrade five interlockings for the proposed bi-directional ABS.

The signal improvements for the following interlockings will include a new instrument shelter, power-operated switch machines, wayside signals, track circuits, route control equipment, conduit, cable, insulated joints, and associated circuits.

1. E304 Switch Locks (to be renamed E2 Interlocking). The crossover will be upgraded to a power-operated interlocking. The single crossover is configured with manual switch stands and electric switch locks. As this crossover was initially intended for freight moves, the overhead catenary system (OCS) was installed for trolley use in emergencies only. The OCS in this crossover will be upgraded as a part of this Project. A #10 left-hand power-operated crossover will be added to upgrade this interlocking to a universal crossover.
2. E6 Interlocking (to be renamed E4 Interlocking). The interlocking will remain a single power-operated crossover but will be upgraded with modern equipment capable of bi-directional running.
3. E315 Switch Locks (to be renamed E6 Interlocking). The crossover will be upgraded to a power-operated interlocking. The single crossover is configured with manual switch stands and electric switch locks.
4. E8 Interlocking. The existing interlocking is a single #20 left-hand power-operated crossover. A #20 right-hand power-operated crossover will be added to upgrade this interlocking to a universal crossover.
5. E10 Interlocking. The existing interlocking is a single #20 right-hand power-operated crossover. A #20 left-hand power-operated crossover will be added to upgrade this interlocking to a universal crossover.

### **Task 2.3 - Grade Crossing Warning System Upgrades**

### State of Good Repair Upgrades

Twelve grade crossings from Francis Street to 69<sup>th</sup> Street will be upgraded to support bi-directional running with new MUTCD warning devices, instrument shelters, vital processors with fiber optic network, track circuits, conduit, cable, and associated circuits:

- Francis Street
- Horton Avenue
- 43<sup>rd</sup> Street
- Euclid Avenue \*
- 54<sup>th</sup> Street (pedestrian)
- Merlin Avenue
- 60<sup>th</sup> Street
- 62<sup>nd</sup> Street
- 65<sup>th</sup> Street
- 66<sup>th</sup> Street (pedestrian)
- 68<sup>th</sup> Street (pedestrian)
- 69<sup>th</sup> Street

\* The Euclid Avenue grade crossing was upgraded in 2018 with a new case, cable, and warning devices. The upgraded equipment will be preserved insofar as possible, but the location will now be upgraded from utilizing relay logic to a vital processor and provide bidirectional crossing warning.

### Approach Track Circuits

To increase the speed from 45 mph to 55 mph between 65<sup>th</sup> Street and Central Avenue, the approach track circuits that detect the presence of a train will be extended for the following seven at-grade crossings:

- 65<sup>th</sup> Street
- 66<sup>th</sup> Street (pedestrian)
- 68<sup>th</sup> Street (pedestrian)
- 69<sup>th</sup> Street
- Massachusetts Avenue
- San Miguel Avenue
- Central Avenue \*

\* The speed increase at San Miguel crossing overlaps and will impact Central Avenue's crossing approach.

### **Task 2.4 – Fiber System Upgrades**

The existing fiber within the Orange Line consists of a 24-strand fiber optic cable for train control applications and a 144-strand fiber optic cable for station applications. This fiber is installed aerially throughout much of the line, except for underground installation at the stations. The Orange Line utilizes programmable logic controllers (PLCs) to send supervisory information (CTC) along the line to the operations center. Within E358 and Massachusetts Avenue Station limits, the existing fiber system will be upgraded to the MTS standard vital and non-vital communications utilized on other MTS lines, such as the Blue Line. New fiber access will be required at locations added or adjusted for the signal block

layout and will be determined and coordinated in conjunction with that design. New areas may require more aerial fiber work if there is insufficient nearby cable slack.

### **Task 2.5 – Utility Coordination**

New meter service and coordination with SDG&E will be required at signal instrument shelters. Many of the existing meters are attached to the instrument cases that will be replaced, requiring meter relocation at a minimum. Some new meter services will be needed to support the signal design. Overall utility coordination effort is unknown until the 30 percent signal block design is completed.

### **Signal Design Plan Development and Deliverables**

The signal design PS&E portion of the work will be developed in the following phases.

- 30%: The Initial plan development will include a signal layout, aspect charts, fiber plan, opinion of probable costs (OPC), and specification outline.
- 100%: Address 30% MTS comments, final development of signal layout, aspect chart, fiber plan, location plans, specifications, and updated OPC. A bid list for signal items will also be provided.
- Final PS&E: Address 100% MTS comments, seal final package for bid.

### **Task 3 – Track Alignment and Grade Crossing Civil Design**

Part of the Project is to evaluate the existing curves for a possible speed increase to 55 mph. Since the level of the design effort is unknown, the evaluation will be split into two phases.

#### **Task 3.1 - Phase I (Track Alignment)**

##### Task 3.1.1 – Initial Alignment Evaluation

Since freight operates on the Orange Line, MTS has Holland inspect the Orange line with on-track equipment for alignment defects every six months. PRE will discuss an approach with MTS on how best to use the Holland and other data to make initial decisions on which possible curves could accommodate speed increases.

##### Task 3.1.2 – Review Holland Data and Other Data from MTS

Using data discussed in the previous Task, an initial evaluation will be performed on the curves within the project limits. This will indicate which angles could be realigned to accommodate faster speeds, if not 55 mph.

##### Task 3.1.3 – Field Investigation

Attend a field observation meeting with MTS to measure existing superelevation and to verify the degree of curvature for the 69<sup>th</sup> Street curve.

##### Task 3.1.4 – Evaluate Holland and Field Measurements

Using the data from the previous two Tasks, make initial calculations as to which curves could be altered to accommodate a speed increase.

### Task 3.1.5 – Prepare Curve Evaluation Memo to Client

After preparing a memo of the findings and recommendations, PRE will meet with MTS (via Teams) to discuss the outcome recommendations of the initial review. The evaluation will also examine the corridor concerning speed increase. Unless all curves can have the same incremental increase in speed, except for the Horseshoe curve, then the lowest common speed increase will be further examined.

### **Task 3.2 – Phase II (Track Alignment)**

Since it is unknown at the time of this proposal which curves and at-grade vehicular crossings will require engineering drawings, only the curve and at-grade crossing at 69<sup>th</sup> Street will be advanced to the PS&E level.

Should MTS be interested in developing PS&E for increasing speed within the remaining curves, an additional fee will be negotiated. The following ten (10) curves will be evaluated for speed increase but not advanced to PS&E:

- "Horseshoe" curve, from the east end of the 32<sup>nd</sup>/Commercial station platform to Francis Street
- "Horton Ave" curve, in approx. length of 3,400 single-track feet
- "Lockridge St" curve, in approx. length of 2,400 single-track feet
- "42nd St" curve, in approx. length of 2,400 single-track feet
- "I-805 Bridge" curve, in approx. length of 4,000 single-track feet
- "El Rey Park" curve, in approx. length of 3,400 single-track feet
- "60th St" curve, in approx. length of 2,400 single-track feet
- "Lemon Grove" LH curve, in approx. length of 2,800 single-track feet
- "Lemon Grove" RH curve, in approx. length of 2,800 single-track feet
- "Montana St" curve, in approx. length of 3,400 single-track feet

### **PS&E "69<sup>th</sup> Street Crossing" Curve**

The "69<sup>th</sup> Street" curve will be evaluated for the impacts of increasing the track speeds of the existing horizontal and vertical geometry. Approximately 1,700 feet on either side of the 69<sup>th</sup> Street crossing will be evaluated. The evaluation will consider a speed increase from 45 mph to 55 mph.

Since there are freight operations on the line, the maximum superelevation per 49 CFR Part 213 is 3-inches. MTS does have a waiver for 6-inches of underbalance.

The data gathered from the existing conditions survey will be used to generate a plan and profile sheet(s), which will include only the horizontal and vertical alignments with significant features such as catenary poles, signal, and other visible utilities, grade crossings, and right-of-way lines. The alignment will include the impacts from the speed increases, i.e., additional superelevation, spiral length increases, and horizontal and vertical adjustments. As for all curve analyses for this Project, AREMA Recommended Practices will be used, and a maximum trolley underbalanced of 6". The following grade crossing section will cover any changes to grade crossings.

### Deliverables

30%, 100%, Final PS&E Design Levels

- General sheets (title, legend/abbreviations, geometric tables, curve definition sheet) cover the necessary improvements
  - Plan & profile drawings 1"=80'H, 1"=10'V scale, plan over profile

- Specifications
- Estimates / Opinions of the probable cost
- Sealed PS&E

#### Scope Exclusions

- Track charts
- Track tamping details, CWR management, and other details
- Construction/tamping staging drawings

### **Task 3.3 – Grade Crossing Designs**

#### **Task 3.3.1 Grade Crossing Modifications Due to Superelevation Increase**

From the evaluation in Task 3.1, should superelevation significantly change the roadway profile to 69<sup>th</sup> Street, grade crossing modification plans will be prepared. The plans will include a modified roadway centerline profile for a smooth vehicular transition between the tracks and each roadway approach to the crossing. Also included are limits and design parameters for the adjoining AC pavement to the track, striping, pavement markings, curb line, and grade adjustments. The plans will be processed with the city of jurisdiction.

- 69<sup>th</sup> Street

Deliverables: Track and profile plans, site plans showing modifications, grade crossing roadway centerline profile modifications per city requirements.

#### **Task 3.3.2 – Pedestrian Crossing Modifications**

The existing conditions will be surveyed for each of the following pedestrian crossings. Based on this information, each crossing will be evaluated to reconfigure the said with a new #8 flasher, pedestrian warning device gates, swing gates, and other improvements that may include but not be limited to sidewalks, curb cuts and pedestrian ramps, fencing, drainage, and signage. From this evaluation, PS&E will be prepared for each crossing. The plans follow the same 30%, 100%, and PS&E process as described above:

- 66<sup>th</sup> Street
- 68<sup>th</sup> Street
- 54<sup>th</sup> Street

### **Task 3.4 – Crossover Design**

1. E8 Interlocking. A right-hand power-operated #20 crossover will be added between the existing crossover and 65<sup>th</sup> street, creating a high-speed universal crossover.
2. E10 Interlocking. A left-hand power-operated #20 crossover will be added to the west of the existing crossover creating a high-speed universal crossover.

For both crossovers, the following will be performed.

- a. The exact number and size of the turnouts verified during the design

- b. Insulated joint locations coordinated with the signal design.
- c. Stationing of points for the existing and proposed crossover points, signal locations, and other miscellaneous items.
- d. Top-of-rail survey on both tracks 200' on both sides of the existing and proposed crossover.
- e. Develop a plan and profile top-of-rail, title, and detail sheets. 1"=40'H, 1"=10'V scale, plan over profile, details NTS

### **Track and Grade Crossing Design Plan Development**

The work's track and grade crossing design PS&E portion will be developed in the following phases.

- 30%: Track plan & profile sheets, sections, details, specification sections, and estimates.
- 100%: Address 30% MTS review comments, finalize each track plan & profile, sections, details, specifications, and opinion of probable costs. A bid list for track items will also be provided.
- Final PS&E: Address 100% MTS review comments, seal final package for bid.

### **Task 4 – Survey**

A survey will be needed for the following areas:

- PS&E Track curves
- Grade crossings adjacent to track curves
- Track crossovers
- Pedestrian Crossings

#### **Task 4.1 – Track Curve (69<sup>th</sup> Street)**

Beginning at Woodman Street, shoot cross-sections ending at 1100' west of View Crest Drive. The cross-sections shall be taken at the overhead catenary poles, and mid-way between poles measure longitudinally along the track. The cross-sections shall include, but not be limited to, the top-of-rail of both channels, catenary poles, and toe of ballast on the outside edge of both tracks and specific features such as the beginning and ending of track curves, visible utilities, trolley signals, signal cases, and enclosures, and pull boxes and vaults. The cross-sections shall be bounded by the southerly edge of the flood control channel along Akins Avenue and the northerly curb of Imperial Avenue. A detailed survey of the 69<sup>th</sup> Street at-grade crossing and the intersection of 69<sup>th</sup> Street and Imperial Avenue, including but not limited to top-of-curbs, corners of the track concrete crossing panels, top-of-rail for both tracks at each end of the crossing, and the mid-point of the crossing, visible utilities, striping, signage, road centerline profile, and traffic signals. The road centerline profile shall extend out north and south of the tracks a minimum of 100'.

#### **Task 4.2 – Track crossovers (E304, E315, E8, E10)**

E304 is near 41<sup>st</sup> Street and J Street, and E315 is 800' west of the Euclid Avenue Trolley Station in the City of San Diego. For each crossover, take top-of-rail shots on one rail on each track and at switch points, frogs and catenary poles.

Existing crossovers E8 and E10 will have a crossover in the opposite configuration as the existing ones to form a universal crossover. Take top-of-rail shots on one rail on each track and at switch points, frogs,

and catenary poles. E8 is located at Stork Street and Akins Avenue in the City of San Diego. E10 is in the City of Lemon Grove along Imperial Avenue 900' north easterly from Viewcrest Drive.

Existing crossover E304 will have a new left-hand #10 crossover installed west of the existing right-hand crossover in the opposite configuration as the existing one to form a universal crossover. Take top-of-rail shots of the existing crossover including both rails on each track at the switch points and frog. Take top-of-rail shots on one rail of each track at 50' intervals going west 600', signals, signal cases, power poles, visible utility handholes and pull boxes. Provide topo for the area on the north side of the tracks for the placements of new signal cases and the fence line along the north and south right-of-way.

#### **Task 4.3 Pedestrian Crossings (66<sup>th</sup>, 68<sup>th</sup>, and 54<sup>th</sup> Streets)**

Provide a detailed survey including but not limited to top-of-rail shots on both tracks with the limits being 100' on either side of the crossing and within 50' on either side of the crossing, fencing, sidewalks, curbs, utilities, poles, signage, drainage structures, signal cases and equipment, walls, ramps, the centerline of warning devices, and crossing panels.

#### **Task 5 – OCS Development**

The Subconsultant will develop PS&E documents for the OCS modifications required for the E2, E8, and E10 interlockings. This will include OCS structures, foundations, OCS conductors and hardware, traction power feeder sectionalizing, rail return bonding, and grounding.

- 30%: Development of layout drawings showing foundation and pole locations, system sectionalizing diagrams, wiring plans, specification outline, and preparation of the opinion of probable costs.
- 100%: Address MTS 30% design review comments, further development of layout drawings showing foundation and pole locations, system sectionalizing diagrams, wiring plans, specifications, and the updated opinion of probable costs. A bid list for OCS items will also be provided.
- Final PS&E: Address MTS 100% design review comments, seal final package for bid.

#### **Task 6 – GO88B Preparation**

Eleven (11) grade crossings from Francis Street to 69<sup>th</sup> Street will be upgraded to support bi-directional running with new MUTCD warning devices:

- Francis Street\*
- Horton Avenue\*
- 43<sup>rd</sup> Street\*
- 54<sup>th</sup> Street (pedestrian)
- Merlin Avenue\*
- 60<sup>th</sup> Street\*
- 62<sup>nd</sup> Street\*
- 65<sup>th</sup> Street\*
- 66<sup>th</sup> Street (pedestrian)
- 68<sup>th</sup> Street (pedestrian)
- 69<sup>th</sup> Street



For each crossing modified, either civil improvements or approach times, the following steps will be followed to achieve approval by the California Public Utilities Commission.

1. Preliminary improvement plans will be prepared for each crossing.
  2. A diagnostic meeting will be arranged using the preliminary plans, including the CPUC, MTS, PRE, the freight operator, and the local roadway authority at the crossing.
  3. Minutes will be prepared following the site diagnostic meeting and disseminated to the CPUC, MTS, and the roadway authority (the City of San Diego and the City of Lemon Grove).
  4. The preliminary plans will be modified because of the site diagnostic meeting.
  5. Using the modified crossing preliminary design, process the GO88B application with the CPUC.
- \* It is assumed that these crossings will not require major improvements and will not require advanced preemption. Should these requirements result from the crossing diagnostics

### **Task 7 – Construction Staging**

Construction staging constraints will be developed and coordinated with MTS, from which the plans will be developed, considering LRT operations and MOW during shutdowns as needed for the construction. The staging plans will be developed and submitted to MTS for review at the 60% and 100% design level. The staging plans will clearly describe how extended and when MTS will allow shutdowns. Care will be taken to avoid working during special events when trolley ridership is at its highest.

In order to coordinate with MTS operations 3 meetings will be held with MTS personnel, 2 hours each meeting.

### **II. Period of Performance**

List period of performance for required services.

#### **SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

<b>Task</b>	<b>Begin/End</b>
Task Order Management	13 months from NTP
Field Survey	2 months from NTP
30% PS&E	4 months from NTP
100% PS&E	10 months from NTP
Final PS&E	13 months from NTP

### **III. Exclusions/Extras**

1. Any support needed to address any comments or changes following submission of the Final PS&E documents shall require a work order amendment.
2. Any environmental studies, documentation, surveys, and other environmental activities are excluded.
3. Traffic studies and traffic engineering are excluded.
4. Utility investigation requiring utility potholing is excluded.

5. Permit processing with cities within the project limits is excluded.
6. Right-of-way engineering and acquisition is excluded.
7. Bid support and design support during construction is not included as part of this work order.
8. LIDAR data is excluded.

#### **IV. Assumptions**

1. Freight speeds will not be increased.
2. MTS has sufficient property to support new signal enclosures where required.
3. Grade crossings will use simultaneous preemption will not require advanced preemption.
4. Any flagging requests cost to support field visits will be funded by MTS.
5. Existing fiber has sufficient slack to support new signal enclosures within 100' of location.

#### **V. MTS ACCEPTANCE OF SERVICES:**

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

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

#### **VI. DEFICIENT WORK PRODUCT**

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

- Revising provided documents,

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

#### **VII. 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.

#### **VIII. PRICING**

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

#### **IX. ADDITIONAL INFORMATION**

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

#### **X. PREVAILING WAGE**

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

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


**ATTACHMENT B  
NEGOTIATED FEE PROPOSAL**

# Work Order Estimate Summary

Att.B, AI 13, 12/8/22

MTS Doc. No. **PWL356.0-22**  
Work Order No.   
Attachment: **B**

Work Order Title: **Orange Line Improvement Project Design Phase**

Project No:

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

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$65,208.96
2	Signal Design	\$931,712.00
3	Track and Grade Crossing Civil Designs	\$138,390.75
4	Survey	\$53,325.40
5	OCS Development	\$174,319.30
6	GO88-B Preparation	\$28,128.92
7	Construction Staging	\$20,418.30

Totals = **\$1,411,503.63**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	280.0	\$65,208.96
2	Signal Design	7834.0	\$931,712.00
3	Track and Grade Crossing Civil Designs	723.0	\$138,390.75
4	Survey	306.0	\$53,325.40
5	OCS Development	690.0	\$174,319.30
6	GO88-B Preparation	152.0	\$28,128.92
7	Construction Staging	144.0	\$20,418.30

Totals = **10,129.0** **\$1,411,503.63**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	9,053.0	\$1,163,490.53
		x		Guida Engineering	306.0	\$53,325.40
				Burns Engineering	770.0	\$194,687.70

Totals = **10,129.0** **\$1,411,503.63**

# Work Order Estimate Summary

Att.B, AI 13, 12/8/22

Total Hours =	9,053
Total Costs =	\$1,163,490.53

Consultant/Subconsultant: PACIFIC RAILWAY ENTERPRISES

MTS Doc. No.: PWL356.0-22

Work Order No.: 1

Work Order Title: Orange Line Improvement Project Design Phase

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Technical Expert	Task Manager	Technician - Senior	Technician - 3	Technician - 2	Engineer - 1	CADD - 3	Total Hours	Totals
				\$239.71	\$191.25	\$208.44	\$174.05	\$143.56	\$113.25	\$107.35	\$81.81	\$78.69		
1	Task 1	Task Order Management												
	1.1	Project reporting (monthly)		12	12								24	\$5,171.52
	1.2	Project management and coordination with subconsultants		96	24								120	\$27,602.16
	1.3	Project Development Team meetings with MTS (13 meetings, 1 hour each)		12	12								24	\$5,171.52
	1.4	Interdisciplinary Team meetings (internal) (13 meetings, 1 hour each)		12	12								24	\$5,171.52
	1.5	Bluebeam Interdisciplinary Review Sessions (4 sessions, 2 hours each)		4	4								8	\$1,723.84
													0	\$0.00
		Subtotals (Hours) =	N/A	136	64	0	0	0	0	0	0	0	200	\$44,840.56
		Subtotals (Costs) =	\$0.00	\$32,600.56	\$12,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	200	\$44,840.56
2	Task 2	Signal Design												
	2.1	ABS Upgrades		24		240	480	952			920	1000	3,616	\$430,824.46
	2.2	Interlocking Upgrades		8		80	160	320			312	312	1,192	\$142,456.08
	2.3	Grade Crossing Warning System Upgrades		16		144	288	580			552	552	2,132	\$255,837.92
	2.4	Fiber System Upgrades		44						148	296		488	\$50,650.80
	2.5	Utility Coordination			8		26	124	248				406	\$51,942.74
														\$0.00
		Subtotals (Hours) =	N/A	92	8	464	964	1976	248	148	2080	1864	7,834	\$931,712.00
		Subtotals (Costs) =	\$877.50	\$22,053.32	\$1,530.00	\$96,716.16	\$166,043.70	\$283,674.56	\$28,086.00	\$15,887.80	\$170,164.80	\$146,678.16	7,834	\$931,712.00
3	Task 3	Track Alignment and Grade Crossing Civil Design												
	3.1.1	Track Alignment Phase I - Initial Alignment Evaluation			8								8	\$1,530.00
	3.1.2	Track Alignment Phase I - Review Holland Data and Other MTS Data			16								16	\$3,060.00
	3.1.3	Track Alignment Phase I - Field Investigation		\$117.00	10								10	\$2,029.50
	3.1.4	Track Alignment Phase I - Evaluate Holland and Field Measurements			16								16	\$3,060.00
	3.1.5	Track Alignment Phase I - Prepare Curve Evaluation Memo to MTS			16								16	\$3,060.00
	3.2	Track Alignment Phase II - Determine Alignment and Superlevation for Plan/Profile (69th Street Curve)			81								81	\$15,491.25
	3.3.1	Grade Crossing Modifications Due to Superlevation			105								105	\$20,081.25
	3.3.2	Pedestrian Crossing Modifications (66th, 68th, 54th Street)			279								279	\$53,358.75
	3.4.1	Crossover Design (E8, E10)			104								104	\$19,890.00
	3.4.2	Crossover Design (E2)			88								88	\$16,830.00
													0	\$0.00
		Subtotals (Hours) =	N/A	0	723	0	0	0	0	0	0	0	723	\$138,390.75
		Subtotals (Costs) =	\$117.00	\$0.00	\$138,273.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	723	\$138,390.75
4	Task 4	Survey												
	4.1	Track curve (69th St)											0	\$0.00
	4.2	Track crossovers (E2(E304), E315, E8, E10)											0	\$0.00
	4.3	Pedestrian Crossings (66th, 68th, 54th St)											0	\$0.00
													0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
5	Task 5	OCS Development												
	5.1	E2 Interlocking											0	\$0.00
	5.2	E8 Interlocking											0	\$0.00
	5.3	E10 Interlocking											0	\$0.00
													0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	Task 6	GO88-B Applications												
	6.1	CPUC Crossing Diagnostic Meetings (11 Crossings)		\$85.00	32			32					64	\$11,298.92
	6.2	GO88-B Applications (11 Crossings)			88								88	\$16,830.00
													0	\$0.00
		Subtotals (Hours) =	N/A	0	120	0	0	32	0	0	0	0	152	\$28,128.92
		Subtotals (Costs) =	\$585.00	\$0.00	\$22,950.00	\$0.00	\$0.00	\$4,593.92	\$0.00	\$0.00	\$0.00	\$0.00	152	\$28,128.92
7	Task 7	Construction Staging												
	7.1	Staging Plans		8	24		8	24			56		120	\$15,926.88
	7.2	Coordinating Meetings with MTS Operations Staff (3 meetings, 2 hours each)		6	6		6	6					24	\$4,491.42
													144	\$20,418.30
		Subtotals (Hours) =	N/A	14	30	0	14	30	0	0	56	0	144	\$20,418.30
		Subtotals (Costs) =	\$0.00	\$3,355.94	\$5,737.50	\$0.00	\$2,436.70	\$4,306.80	\$0.00	\$0.00	\$4,581.36	\$0.00	144	\$20,418.30
		Totals (Summary) =											9,053	\$1,163,490.53
		Total (Hours) =	N/A	242	945	464	968	2038	248	148	2136	1864	9,053.00	
		Total (Costs) =		\$1,579.50	\$58,009.82	\$180,731.25	\$96,716.16	\$168,480.40	\$292,575.28	\$28,086.00	\$15,887.80	\$174,746.16		\$1,163,490.53
		Percentage of Total (Hours) =	N/A	3%	10%	5%	11%	23%	3%	2%	24%	21%	100%	
		Percentage of Total (Costs) =		0%	5%	16%	8%	14%	25%	2%	1%	15%	13%	100%

# Work Order Estimate Summary

Att.B, AI 13, 12/8/22

Consultant/ Subconsultant: **Pacific Railway Enterprises**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase**

Task Order No. **1**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	MI	\$0.585		\$0.00	1,500	\$877.50	200	\$117.00		\$0.00		\$0.00
2					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					<b>\$0.00</b>	Subtotal =	<b>\$877.50</b>	Subtotal =	<b>\$117.00</b>	Subtotal =	<b>\$0.00</b>	Subtotal =	<b>\$0.00</b>

## TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	1,000	\$585.00		\$0.00		\$0.00		\$0.00		\$0.00	2,700	\$1,579.50
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			<b>\$585.00</b>	Subtotal =	<b>\$0.00</b>	Subtotal =	<b>\$0.00</b>	Subtotal =	<b>\$0.00</b>	Subtotal =	<b>\$0.00</b>	Totals =	<b>\$1,579.50</b>

# Work Order Estimate Summary

Att.B, AI 13, 12/8/22

Total Hours =

306

Total Costs =

\$53,325.40

Consultant/Subconsultant: GUIDA Engineering

MTS Doc. No.: PWL356.0-22

Work Order No.: 1

Work Order Title: Orange Line Improvement Project Design Phase

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - 3	Surveyor - 1	CADD - Senior	CADD - 3	Technician - Senior	Total Hours	Totals
				\$204.93	\$183.14	\$148.50	\$123.75	\$226.29		
4	Task 4	Survey								
	4.1 Track curve (69th St)		\$52.65	32	32	4	32	4	104	\$17,930.05
	4.2 Track crossovers (E2(E304), E315, E8, E10)		\$102.03	38	38	8	30	8	122	\$21,559.51
	4.3 Pedestrian Crossings (66th, 68th, 54th St)		\$53.00	24	24	4	24	4	80	\$13,835.84
									0	\$0.00
		Subtotals (Hours) =	N/A	94	94	16	86	16	306	\$53,325.40
		Subtotals (Costs) =	\$207.68	\$19,263.42	\$17,215.16	\$2,376.00	\$10,642.50	\$3,620.64	306	\$53,325.40
		Totals (Summary) =							306	\$53,325.40
		Total (Hours) =	N/A	94	94	16	86	16	306	
		Total (Costs) =	\$207.68	\$19,263.42	\$17,215.16	\$2,376.00	\$10,642.50	\$3,620.64		\$53,325.40
		Percentage of Total (Hours) =	N/A	31%	31%	5%	28%	5%	100%	
		Percentage of Total (Costs) =	0%	36%	32%	4%	20%	7%		100%



# Work Order Estimate Summary

Att.B, AI 13, 12/8/22

Consultant/ Subconsultant: **Guida Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase**

Task Order No. **1**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	MI	\$0.585						\$0.00	355	\$207.68		\$0.00
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>
									<b>\$0.00</b>	Subtotal =			<b>\$207.68</b>
										Subtotal =			<b>\$0.00</b>

## TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	355	\$207.68
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =	
							<b>\$0.00</b>				<b>\$0.00</b>	Totals =	
												<b>\$207.68</b>	

## Att.B, AI 13, 12/8/22

770
\$194,687.70

Consultant/Subconsultant:	<b>BURNS Engineering</b>
Work Order Title:	<b>Orange Line Improvement Project Design Phase</b>

MTS Doc. No.:	<b>PWL356.0-22</b>
Work Order No.:	<b>1</b>
<b>Attachment:</b>	<b>B</b>

B-6

# Work Order Estimate Summary

Att.B, AI 13, 12/8/22

Consultant/ Subconsultant: **Burns Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase**

Task Order No. **1**

Attachment: **B**

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel	Trips	\$1,200.00						\$0.00		\$0.00	4	\$4,800.00
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>
						Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>
						Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$4,800.00</b>

## TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$4,800.00
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =	
				Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Subtotal =	
				Subtotal =			<b>\$0.00</b>	Subtotal =			<b>\$0.00</b>	Totals =	
												<b>\$4,800.00</b>	



**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/01/2022**

## **Agenda Item No. 14**

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

**December 8, 2022**

**SUBJECT:**

**LAS CHOLLAS CREEK BRIDGE REPAIR – ENGINEERING DESIGN SERVICES – WORK ORDER**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA354-AE-13 under MTS Doc. No. PWG354.0-22 (in substantially the same format as Attachment A), with Mott MacDonald (MM) in the amount of \$274,457.89 to provide design services for the Las Chollas Bridge scour remediation.

**Budget Impact**

The total cost of this contract is estimated to be \$274,457.89. In 2020 through 2021, MM provided design and consulting services for the first phase of bridge repair work. The previous work total was \$318,378.02. This project funded is funded by MTS Capital Improvement Project (CIP) 2005111101 – Las Chollas Creek Bridge Repair Design.

**DISCUSSION:**

In March 2010, the Federal Railroad Administration (FRA), in Code of Federal Regulations (CFR) 49 Part 237, mandated all rail operators to conduct bridge inspections. In response, MTS contracted Jacobs Engineering, a licensed bridge inspector (Inspector), to perform in-depth bridge inspections and evaluations every twelve (12) months on seventy-three (73) significant bridge structures on its Blue, Orange, and Green Lines.

On May 5, 2020, the Las Chollas Creek Bridge was inspected. The Inspector identified concerns with the condition of the bridge, and recommended a follow-up inspection of the bridge under freight rail loads. The subsequent inspection occurred on May 19, 2020, and recommended a special inspection every three (3) months on the eastbound track until repairs were made. Furthermore, if bridge condition changes are discovered during the special inspections, freight traffic may be required to be moved to the westbound track until repairs are completed.



As a result of the 2020 inspections, MTS Staff contracted MM to perform a detailed assessment of the bridge condition, as well as design construction bid documents in order to address the condition of the bridge piles. At the May 31, 2021 MTS Board of Directors Meeting, a construction contract was awarded to Blue Pacific to address the condition of the bridge piles (See MTS Doc No. PWL334.0-21 and corresponding amendments). This first phase of work, costing \$398,597.74, was completed in early 2022. As a result, the bridge is no longer subject to special quarterly inspections.

The purpose of this work order is to authorize a second phase of bridge repair design services. The second phase repairs have been identified during the annual inspection process, but did not warrant immediate action. The expected result of this task order will be a set of plans and specifications to be used to solicit competitive bids from construction contractors.

The Work Order and amendments issued to MM under MTS's prior on-call panel process are summarized below:

Date	Work Order No.	Purpose	Amount	Board Approval Date
June 19, 2020	WOA1951-AE-58	Original Bridge Assessment Work Order	\$67,607.46	CEO approval 6/19/20 per Board Policy No. 41
September 17, 2020	WOA1951-AE-58.01	Construction Documents for Pile and Pile Cap Repair	\$80,896.17	9/17/20 (AI 19)
February 24, 2021	WOA1951-AE-58.02	Permitting support, bid support, and design support during construction.	\$78,883.66	CEO approval 2/24/21 per Board Policy No. 41
July 9, 2021	WOA1951-AE-58.03	Sediment collection and benthic community taxonomy for Coastal Commission permit process.	\$18,000.00	CEO approval 7/29/21 per Board Policy No. 41
July 29, 2021	WOA1951-AE-58.04	Environmental monitoring and consulting with the Coastal Commission.	\$37,957.31	7/29/21 (AI 8)
June 21, 2022	WOA1951-AE-58.05	Additional environmental monitoring and consulting services with the Coastal Commission.	\$35,033.42	CEO approval 6/21/22 per Board Policy No. 41
September 15, 2022	WOA1951-AE-58.06	No cost time extension.	\$0.00	CEO approval 9/15/22 per Board Policy No. 41
			<b>\$318,378.02</b>	

Since that time, a new solicitation has been completed, resulting in a new on-call panel. On September 15, 2021, MTS issued a solicitation for On-Call 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 (SB) Set Aside - Three (3) prime contracts awarded to a certified SB or a Disadvantage Business Enterprise (DBE) certified firm (which is also considered to be an SB)  
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 MM to perform the requisite services. MM had previously completed a significant portion of this project. Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

Under today's proposed work order, MM will assess the extent of abutment scour and creek bank deterioration, identify a suitable repair and rehabilitation alternatives, complete a detailed design of the selected alternative, prepare bid documents, develop a permitting strategy, coordinate and process the required permit applications and documentation with regulatory agencies, and support MTS during the bid phase for the construction of the repairs.

For this Work Order, MM will utilize Helix Environmental Planning, a Small Business (SB), in the amount of \$70,913.33.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute Work Order WOA354-AE-13 under MTS Doc. No. PWG354.0-22 (in substantially the same format as Attachment A), with MM in the amount of \$274,457.89 to provide design services for the Las Chollas Bridge scour remediation.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order MTS DOC No. WOA354-AE-13  
B. Bid Form



**Metropolitan  
Transit  
System**

December xx, 2022

MTS Doc. No. PWL354.0-22  
Work Order No. WOA354-AE-13

Mr. Farhad Nourbakhsh  
Vice President  
Mott MacDonald, LLC  
401 B Street, Suite 1520  
San Diego, CA 92101

Dear Mr. Nourbakhsh:

Subject: WORK ORDER WOA354-AE-13, TO MTS DOC. NO. PWL354.0-22, GENERAL  
ENGINEERING SERVICES FOR DESIGN SERVICES FOR THE LAS CHOLLAS BRIDGE  
SCOUR REMEDIATION

This letter shall serve as our agreement for Work Order WOA354-AE-13 to MTS Doc. No. PWL354.0-22, for engineering services for MTS Yard Issues.

#### SCOPE OF SERVICES

Provide design services for the Las Chollas Bridge scour remediation. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

#### SCHEDULE

The Scope of Services, as described above, shall be for a period of fifty-six (56) weeks from the date of the Notice to Proceed.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$274,457.89 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

Mr. Farhad Nourbakhsh, Vice President  
Mott MacDonald, LLC

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

Attachments: A - Scope of Services  
B - Negotiated Fee Proposal



**ATTACHMENT A  
SCOPE OF SERVICES**



MTS Doc. No. PWL354.0-22

Work Order No. WOA354-AE-%

**~~WORK ORDER TITLE:~~ LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION****I. PROJECT DESCRIPTION**

This work order is a continuation of the work completed under MTS Work Order WOA1951-AE-58 – “General Engineering Services for Las Chollas Creek Bridge Assessment.”

Periodic inspections of the Las Chollas Creek Bridges have shown a progressive deterioration of the north bridge abutments and piles to a condition that requires intervention to preserve the structural integrity of the bridge. Deterioration includes cracking and spalling throughout concrete members, scour, and potential undermining of the creek bank, which could eventually result in structural failure.

**II. EXPECTED RESULTS**

The goals of this project are to assess the extent of abutment scour and creek bank deterioration, identify suitable repair and rehabilitation alternatives, complete a detailed design of the selected alternative, prepare bid documents, develop a permitting strategy, coordinate and process the required permit applications and documentation with regulatory agencies, and support MTS during the bid phase for the construction of the repairs. Additionally, the plans and specifications for the concrete pile cap repairs designed but not constructed under the previous work order will be repackaged and combined with the scour remediation plans and specifications into one bid package.

**III. SCOPE OF WORK**

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

**Task 1.0 Project Management and Coordination**

This task includes management and administration activities required to deliver the project. The Consultant's Project Manager (PM) will be the single point of contact for MTS and will be responsible for all aspects of the project, including the delivery of project milestones within schedule and budget.

- 1.1 Task Order Management: Consultant will provide project management services including the preparation of a Project Plan of Work (PPW) immediately following task order NTP, as well as invoicing, info-gathering for monthly project progress reporting, and administration of the Consultant's team.
- 1.2 Project Status Meetings: Consultant will meet with the MTS PM virtually on a biweekly basis to discuss project progress, pending decisions, upcoming work, changes to project schedule, and information/coordination needed from the agency. This task includes the preparation and distribution of meeting notes.
- 1.3 Project Schedule: Consultant will develop and implement a critical path method (CPM) project schedule including all activities required to complete the scope of work. Consultant will maintain and update the schedule throughout the life of the project, distribute updated versions of the schedule to all team members following updates, and send out schedule notifications to responsible parties in anticipation of critical tasks to ensure resources are available to perform them when necessary.
- 1.4 Monthly Reporting: Consultant will prepare monthly progress reports to be submitted with invoices per MTS reporting requirements. Prior to submission of the first task order invoice, Consultant will submit a draft progress report to the MTS PM for review and approval.

- 1.5 **Quality Assurance / Quality Control:** Prior to submission to MTS, Consultant shall perform thorough quality control and quality assurance for all deliverables according to the Project Quality Plan (PQP) completed as part of the PPW in task 1.2 and in compliance with our internal Business Management System (BMS), which is ISO 9001:2015-compliant.

*Assumptions:*

- *MTS will pay any review or permitting fees required by outside agencies.*

## **Task 2 – Scour Protection Preliminary Design**

Design will include the development of criteria to be the basis for evaluation of alternatives and corresponding development of preliminary level design and associated construction costs for a preferred scour protection and slope stability design plan. The design of the preferred alternative will be fully developed, and final construction plans, specifications, and engineer's cost estimate will be prepared for bidding and permitting. Tasks include the following:

- 2.1 **Design Criteria & Basis of Design:** Summarize criteria for the schematic design and document basis of design for review and concurrence by MTS. Criteria will include site access areas and limitations during construction, operational constraints, geotechnical conditions, and other factors critical to the assessment and design. Design will conform to approximate footprint of the original as-built.
- 2.2 **Rehabilitation & Repair Alternatives Evaluation Memo:** Assess two repair and rehabilitation alternatives for addressing the slope stability, deficiencies, and scour protection outlined in Task 2.1 relative to the design criteria. Evaluate cost/benefit relative to service life, constructability, and permitting. Assist MTS in determination of a preferred approach to addressing the scour risks.
- 2.3 **Constructability Assessment:** Evaluate construction access, methods, duration, and corresponding costs.
- 2.4 **Scour Analysis:** Conduct analysis to characterize site specific hydrodynamic conditions and scour potential for use in scour protection design. Upon review, FHWA or other more applicable methodologies will be used in this analysis. Hydrodynamic and morphological modeling will be conducted on a limited as-needed basis to support scour analysis.
- 2.5 **Supplemental Hydrographic/Topographic Survey:** Capture topography data of the slopes above the waterline and adjacent to the bridges. Conduct an updated hydrographic survey of the site to compare changes in site bathymetry, supplement scour analysis, and assess stability of the large-scale scour feature identified in the previous inspection. A site visit will be conducted concurrently to observe existing conditions.
- 2.6 **Geotechnical Assessment of Slope Stability:** Based on the geotechnical information currently available to the consultant, the geotechnical conditions and identification of the appropriate type of seismic analysis cannot be determined. Upon NTP of this work order, the consultant will perform thorough research of all publicly available geotechnical information for each of the adjacent bridge structures to characterize local conditions. Based on the results of that review, the consultant will inform MTS whether there is sufficient data from previous local borings to assess slope stability for each of the proposed scour repair alternatives, or if subsurface exploration will be required to collect the necessary data. The remainder of this subtask's scope assumes sufficient data will be made available, or that in absence of such information reasonably conservative assumptions do not lead to substantial additional construction or repair. If a new boring is required to obtain the soil characteristics necessary to assess slope stability, work order addendum will be needed.

Once sufficient geotechnical data has been gathered, consultant will analyze the scour repair alternatives for impacts to slope stability under all conditions required by the Code and prepare a Slope Stability Analysis Memo describing the existing conditions, anticipated behavior of the slope if left as is, anticipated behavior of the slope under each repair alternative, and recommendations for stabilizing the slope if needed.

- 2.7 Preliminary Design: Using recommended mitigation strategies to repair, and reduce risk of recurrence of scour and the recommended solutions for slope stability, consultant will develop preliminary (30% level) plans and details for two repair alternatives to assist in defining the type, extent, size, and materials for rehabilitation to aid in the selection of a preferred scour protection plan and permitting. Plans will include a site plan, typical elevation and typical details.
- 2.8 Cost Estimate and Schedule: Assess and develop a schematic design level cost estimate and schedule for two scour protection construction scenarios.
- 2.9 Meetings: Prepare for and attend 3 in person meeting at MTS. Assume the in-person meetings will be 2-hour duration each.
- 2.10 Regulatory Permitting Strategy: Provide professional services to help MTS determine the regulatory permits needed for the project. This scope includes coordination meetings with MTS and one pre-application meeting with the appropriate regulatory agencies; submission of meeting minutes to MTS; and submission of a memo describing the recommended permitting path to MTS.

### **Task 3 –Regulatory Permitting**

Prepare and submit the appropriate permit application materials and technical studies after initial consultation with regulatory agencies. Provide support to MTS during agency processing of permit application materials and act as the primary point of contact for all agency coordination.

- 3.1 Permit Applications, Technical Reporting, and Agency Coordination: Prepare and submit the appropriate permit application materials and technical studies after initial consultation with any regulatory agencies. This will include the following subtasks:
  - 3.1.1 Agency Pre-application Meetings: Assist the MTS in coordinating and attending a pre-application meeting with the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and/or Regional Water Quality Control Board (RWQCB) to discuss the project, present the jurisdictional delineation findings, and establish the course for project permitting.
  - 3.1.2 Coastal Development Permit: Based on the information available to Mott MacDonald, it is assumed that the project will require the preparation and submittal of a Coastal Development Permit (CDP) from the California Coastal Commission. Prepare the following draft materials as part of the CDP: cover letter and Application Form.
  - 3.1.3 Preliminary Jurisdictional Determination (PJD) Form: Prepare a standard PJD form that will serve as a stand-alone summary of USACE jurisdiction within the site. Complete the two-page form based on the jurisdictional delineation report. Applicable figures depicting potential USACE jurisdiction and proposed impacts will be appended to the form.
  - 3.1.4 Clean Water Act (CWA) Section 404 and Section 10 of the Rivers and Harbors Act Permit: Based on the information available to Mott MacDonald, it is assumed that the project will require the preparation and submittal of a Nationwide Permit package to the USACE. Prepare the following draft materials as part of the permit: cover letter, Application Form 4345, Pre-Construction Notification. This subtask assumes that a Section 7 Consultation with the U.S. Fish and Wildlife Service (USFWS) will not be required.
  - 3.1.5 CWA Section 401 Request for Water Quality Certification: Based on information presently available, it is assumed that the project will require the preparation and submittal of a 401 Water Quality Certification application to the RWQCB for impacts to waters of the State. Issuance of a 401 certification by the RWQCB or demonstration that the RWQCB did not act on the certification request is a material part of fulfilling the conditions of the CWA Section 404 Nationwide Permit. Prepare a cover letter, Request for Water Quality Certification application form, and a brief analysis of project alternatives as part of the 401-certification request. Provide detailed

description and plans for Best Management Practices, which will also be included in the 401-certification request. A standard application fee is also required by the RWQCB. We assume that a check for the required fee will be provided by MTS for submittal to the RWQCB. Additional authorization would be required if RWQCB requires a detailed alternatives analysis.

- 3.1.6 California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration: Based on information available to Mott MacDonald, it is assumed that the project will require the preparation and submittal of a standard 5-year Section 1602 Streambed Alteration Agreement request to CDFW for temporary and permanent impacts to jurisdictional streambed and/or riparian habitat. Prepare a cover letter and Notification of Lake or Streambed Alteration application form as part of the 1602 agreement request. A standard application fee is also required by CDFW. We assume that a check for the required fee will be provided by MTS for submittal to CDFW.
- 3.2 Processing of Regulatory Permits: Once permit applications are submitted to the appropriate regulatory agencies, provide support to MTS during agency processing of permit application materials. Consultant will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of MTS. Specific support tasks expected to be provided by a consultant include performing outreach to the agencies via phone and limited e-mail correspondence; coordinating with MTS regarding additional information needs during permit processing; and preparing additional information in response to agency comments.

*Assumptions: One round of requests for information from the resource agencies and attendance at one meeting with the resource agencies. Permits are assumed to take 6 to 9 months to be issued once applications are submitted.*

#### **Task 4 –Final Design and Bid Package Development**

Consultant will complete the final design of the preferred scour remediation and prepare plans, specifications, and engineer's estimate. This work includes the following subtasks:

- 4.1 Final Cost Estimate: Update the schematic cost estimate to include all bid items, refinements, and details developed during final design.
- 4.2 Final Construction Plans: Progress plans of preferred alternative from 30% to final, incorporating all refinements and details, as well as the repackaged plan sheets for the previously designed pile cap repairs.
- 4.3 Final Specifications: Prepare design specifications for the final proposed improvements, incorporating the repackaged specifications for the previously design
- 4.4 Meetings: Prepare for and attend 2 in person meeting at MTS. Assume the in-person meetings will be 2-hour duration each.

#### **Task 5 – Bid Phase Support**

Consultant will provide support MTS throughout the bid phase of the project. Subtasks include:

- 5.1 Specification Review: Review “boilerplate” specifications developed by MTS and provide input on project description and other information related to technical components of the project.
- 5.2 Pre-Bid Meeting: Support MTS during the pre-bid meeting by preparing for and answering any technical questions raised by prospective bidders during the meeting.
- 5.3 Responses to Bidders' Questions: Review and prepare responses for any technical questions or requests for clarification presented by bidders during the bid phase, as well as any accompanying addenda as requested by MTS.
- 5.4 Bid Evaluation: Limited to answering questions by MTS staff to assist MTS in evaluating all submitted bids as requested by MTS.

- 5.5 Conformed Plans and Specifications: Incorporate all changes issued to bidders as addenda during the bid phase into the construction plans and specifications. Prepare conformed drawings and specifications per MTS's formatting requirements.

#### IV. PERIOD OF PERFORMANCE

This scope of work included in this task order is expected to be completed within eighteen (18) months following issuance of a Notice to Proceed (NTP).

#### V. DELIVERABLES

Task 1: Meeting agendas (Word, PDF), meeting minutes (Word, PDF), sign-in sheets (Word, PDF), project schedule (PDF), project-specific Quality Management Plan (PDF)

Task 2: Field review notes (Word), field review photos (jpg, PDF), hydro/topographic survey map (PDF), 30% comment review matrix (Excel, PDF), 30% design drawings (DWG, 11x17 PDF), 30% design specifications (Word, PDF), geotechnical slope stability assessment (PDF), 30% construction cost estimate (Excel, PDF), alternatives evaluation memo (Word, PDF), basis of design document (Word, PDF), permit evaluation memo

Task 3: CDP permit application documents (PDF), PJD permit application documents (PDF), USACE CWA permit application documents (PDF), CWA RWQCB permit application documents (PDF), CDFW permit application documents (PDF)

Task 4: 90% design drawings (DWT, 11x17 PDF), 90% design specifications (Word, PDF), 90% design calculations (PDF), 90% comment review matrix (Excel, PDF), final design drawings (DWG, 11x17 PDF), final design specifications (Word, PDF), updated design calculations (PDF), final basis of design document (Word, PDF), engineer's estimate of construction cost (Excel, PDF).

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

##### A. Tasks Schedule

<b>Task</b>	<b>Begin/End Dates</b>
1.0 Project Management and Coordination	NTP / Completion of work
2.0 Scour Protection Preliminary Design	NTP/ NTP+13 weeks
3.0 Regulatory Permitting	NTP +13 weeks / NTP+56 weeks
4.0 Final Design	NTP +13 weeks / NTP+56 weeks
5.0 Bid Support	NTP +56 weeks / NTP+66 weeks

**B. Milestones/Deliverables Schedule**

<b>Milestone/Deliverable</b>	<b>Due Date</b>
Kickoff Meeting	NTP + 2 weeks
Hydrographic Survey and Site Visit	NTP + 4 weeks
Draft Preliminary Design Deliverables	NTP + 8 weeks
Final Preliminary Design Deliverables	NTP + 13 weeks
Draft Permit Applications	NTP + 16 weeks
Permit Applications Submitted	NTP + 20 weeks
Draft 90% Design Deliverables	NTP + 25 weeks
Draft Final Design Deliverable	NTP + 30 weeks
Final Design Deliverable	NTP + 35 weeks
As-needed Support	NTP + 56 weeks

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

- As-built records of design plans, geotechnical investigations, as-builts, design reports, land surveys and prior inspection reports in electronic format.
- Train operation requirements during construction.
- “Boilerplate” specifications detailing the general work requirements and compilation of the final bid package.

**VIII. SPECIAL CONDITIONS**

Specific assumptions are included within the scope items. Additional assumptions include the following:

- Repairs to bridge will not affect the as-built load carrying capacity of the bridge
- As-built design load of the bridge has not been exceeded. Consultant assumes the bridge substructure (pile foundations) do not need re-evaluation and the ground conditions provide the rated bearing capacity identified on the original construction drawings. This assumption is critical to establishing the validity of the slope stability analysis input parameters.
- Assessment of the geotechnical conditions will be gleaned from public records of conditions recorded for other adjacent bridge structures (e.g. Harbor Drive and S 32nd Street). Consultant cannot warrant the accuracy of these data for this assessment.
- If no geotechnical data are available, additional boreholes or other geotechnical investigation will be necessary to provide slope stability analysis input information. Scope and fee estimate for this work to be provided separately.
- Existing creek flood studies are available for use in conducting scour analysis. Hydrodynamic design condition return period will be coordinated with MTS.
- Scour repairs are only required along the north abutment of the bridge where structure undermining has been identified.
- One review cycle for each deliverable. Review comments will be compiled by MTS’s review team and sent to Consultant.
- MTS will obtain necessary permits, pay permit fees, and facilitate communication of field work with stakeholders.
- MTS will prepare general conditions, assemble bid package, and distribute the invitation to bid.

Specific exclusions are included within the scope items. Additional exclusions include:

- Design support during construction.
- Legal surveys and other work associated with property acquisition, temporary easements.
- New geotechnical borings.
- Traffic planning, engineering and preparation of traffic management plans, traffic control plans.
- Legal, financial, or other non-technical professional services except as required by Consultant to fulfill its obligations under the contract.
- Mitigation plans for proposed repairs. If required by permitting agencies, Consultant can provide a proposed scope.
- Water quality plan
- Stormwater Pollution Prevention Plan (SWPPP)

#### **IX. MTS ACCEPTANCE OF SERVICES:**

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

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

#### **X. DEFICIENT WORK PRODUCT:**

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

- Revising provided documents

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

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

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

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

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

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

## **XII. PRICING**

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

## **XIII. ADDITIONAL INFORMATION**

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

## **XIV. PREVAILING WAGE**

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

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




**ATTACHMENT B  
NEGOTIATED FEE PROPOSAL**

# Work Order Estimate Summary

MTS Doc. No. **PWL354.0-22**Work Order No. **WOA354-AE-13**Attachment: **B**Work Order Title: **LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION**Project No: **TBD****Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1		Total Fee	\$274,457.89
2			
3			
4			
5			
6			
7			

Totals = **\$274,457.89****Table 2 - TASKS/WBS Summary (Costs & Hours)**

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	141.0	\$36,290.83
2	Task 2	Scour Protection Preliminary Design	602.0	\$117,044.52
3	Task 3	Regulatory Permitting	317.0	\$76,375.10
4	Task 4	Final Design and Bid Package Development	152.0	\$31,065.84
5	Task 5	Bid Support	66.0	\$13,681.60

Totals = **1,278.0** **\$274,457.89****Table 3 - Consultant/Subconsultant Summary (Costs & Hours)**

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald, LLC	994.0	\$203,544.56
				HELIX Environmental Planning	284.0	\$70,913.33

Totals = **1,278.0** **\$274,457.89**

# Work Order Estimate Summary

Total Hours =

994

Total Costs =

\$203,544.56

Consultant/Subconsultant: Mott MacDonald, LLC

MTS Doc. No.: PWL354.0-22

Work Order No.: WOA354-AE-13

Work Order Title: LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION

Attachment: B

## LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Engineer 1	Engineer 2	Engineer 3	Engineer - Sr	Engineer - Prin	Designer - Sr	Task Manager - Sr	CADD - 2	CADD - Sr	Admin - 1	Admin - 2	Total Hours	Totals
				\$ 352.54	\$ 119.42	\$ 138.72	\$ 166.43	\$ 254.60	\$ 306.51	\$ 200.80	\$ 255.52	\$ 133.49	\$ 200.80	\$ 96.78	\$ 119.47		
1	Task 1	Project Management and Coordination															
1.1	Task Order Management		\$125.00	3							24				20	47	\$9,704.50
1.2	Project Status Meetings										20					20	\$5,110.40
1.3	Project Schedule			2							4					6	\$1,727.16
1.4	Monthly Reporting			8							8				8	24	\$5,820.24
1.5	Quality Assurance			2					6		8					16	\$4,588.30
	ODCs for Task 1		\$125.00														\$125.00
		Subtotals (Hours) =	N/A	15					6		64				28	113	\$27,075.60
		Subtotals (Costs) =	\$125.00	\$5,288.10					\$1,839.06		\$16,353.28				\$3,345.16	113	\$26,950.60
2	Task 2	Scour Protection Preliminary Design															
2.1	Design Criteria / Basis of Design			2			24				4				8	38	\$6,677.24
2.2	Repair/Rehab Alternatives Evaluation Memo			2			24				6				32	64	\$10,055.56
2.3	Constructability Assessment			2			4	4			4					14	\$3,411.28
2.4	Scour Analysis			4			80				12	8				104	\$18,858.72
2.5	Supplemental Hydrographic/Topographic Survey					10	10									20	\$3,051.50
2.6	Geotechnical Assessment of Slope Stability			4	116	40		32			24					216	\$35,091.36
2.7	Preliminary Design			4			24				8	30				66	\$11,453.34
2.8	Cost Estimate and Schedule			2			16	4			8					30	\$6,430.52
2.9	Meetings			4			6	4			6					20	\$4,960.26
2.10	Regulatory Permitting Strategy			4			8				8					20	\$4,785.76
	ODCs for Task 2		\$10,000.00														\$10,000.00
		Subtotals (Hours) =	N/A	28	116	50	196	44			80	38			40	592	\$114,775.54
		Subtotals (Costs) =	\$10,000.00	\$9,871.12	\$13,852.72	\$6,936.00	\$32,620.28	\$11,202.40			\$20,441.60	\$5,072.62			\$4,778.80	592	\$114,775.54
3	Task 3	Regulatory Permitting															
3.1	Permit Applications, Technical Reporting, Agency Coordination																
	Agency Pre-application Meetings			4							12					16	\$4,476.40
	Coastal Development Permit			2			6				4					12	\$2,725.74
	Preliminary Jurisdictional Determination (PJD) Form			1			4				2					7	\$1,529.30
	Clean Water Act (CWA) Section 404 and Section 10 of Rivers/Harbors Act			2			6				2					10	\$2,214.70
	CWA Section 401 Request for Water Quality Certification			1			4				4					9	\$2,040.34
	California Fish & Game Lake or Streambed Alteration						4									8	\$1,687.80
	Processing of Regulatory Permits			1							8					9	\$2,396.70
	ODCs for Task 3																
		Subtotals (Hours) =	N/A	11			24				36					71	\$17,070.98
		Subtotals (Costs) =	\$3,877.94				\$3,994.32				\$9,198.72					71	\$17,070.98
4	Task 4	Final Design and Bid Package Development															
4.1	Final Cost Estimate			2			16	4			8					30	\$6,430.52
4.2	Final Design Drawings			6			28	4			12	28				78	\$14,597.64
4.3	Final Technical Specifications			4			16	4			8					32	\$7,135.60
4.4	Meetings			2			4	2			4					12	\$2,902.08
	ODCs for Task 4																
		Subtotals (Hours) =	N/A	14			64	14			32	28				152	\$31,065.84
		Subtotals (Costs) =	\$4,935.56				\$10,651.52	\$3,564.40			\$8,176.64	\$3,737.72				152	\$31,065.84
5	Task 5	Bid Support															
5.1	Specification Review			2			4				4					10	\$2,392.88
5.2	Pre-Bid Meeting			1			4				4					9	\$2,040.34
5.3	Response to Bidders Questions			2			8				4	4				18	\$3,592.56
5.4	Bid Evaluation			1			4				2					7	\$1,529.30
5.5	Conformed Plans and Specifications			2			8				4	8				22	\$4,126.52
	ODCs for Task 5																
		Subtotals (Hours) =	N/A	8			28				18	12				66	\$13,681.60
		Subtotals (Costs) =		\$2,820.32			\$4,660.04				\$4,599.36	\$1,601.88				66	\$13,681.60
	Total (Hours) =		N/A	76	116	50	312	58	6		230	78			68	994	\$203,544.56
	Total (Costs) =		\$10,125.00	\$26,793.04	\$13,852.72	\$6,936.00	\$51,926.16	\$14,766.80	\$1,839.06		\$58,769.60	\$10,412.22			\$8,123.96	994	\$203,544.56
	Percentage of Total (Hours) =		N/A	8%	12%	5%	31%	6%	1%		23%	8%			7%	100%	
	Percentage of Total (Costs) =			5%	13%	7%	3%	26%	7%	1%	29%	5%			4%		100%

# Work Order Estimate Summary

Att.B, AI 14, 12/8/22

Consultant/ Subconsultant: **Mott MacDonald, LLC**

Contract No: **PWL354.0-22**

Task Order No. **WOA354-AE13**

Work Order Title: **LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION**

Attachment: **B**

ODC Item	TASKS/WBS (1-5)												
				LAS CHOLLAS CREEK BRIDGE SCOUR REMEDATION		Task 2 - Scour Protection Preliminary Design		Task 3 - Regulatory Permitting		Task 4 - Final Design and Bid Package Development		Task 5 - Bid Support	
	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Etrac Hydrographic Survey	LS	\$10,000.00			1	\$10,000.00						
2	Mileage	Mi	\$0.625	200	\$125.00								
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =	\$125.00	Subtotal =	\$10,000.00	Subtotal =		Subtotal =		Subtotal =	

ODC Item		TASKS/WBS (6-10)											
		Task 6 - Task 6 Title		Task 7 - Task 7 Title		Task 8 - Task 8 Title		Task 9 - Task 9 Title		Task 10 - Task 10 Title		Totals	
		Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity
1	Etrac Hydrographic Survey											1	\$10,000.00
2	Mileage											200	\$125.00
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$10,125.00	

# Work Order Estimate Summary

Total Hours =  
Total Costs =

284
\$70,913.33

Consultant/Subconsultant: **HELIX Environmental Planning**

Work Order Title: **LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION**

MTS Doc. No.: **PWL354.0-22**  
Work Order No.: **WOA354-AE-13**  
Attachment: **B**

## LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION

			ODCs (See Attachment)	Project Controls - Senior	Project Manager	Scientist - 3	GIS Specialist - Senior	Environment alist - Senior	Environment alist - 3	Environme ntalist - 2	Environment alist - 1	Biologist Senior	Biologist 3	Biologist 2	Biologist 1	Admin 3	Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description	\$ 365.57	\$ 208.95	\$ 204.96	\$ 196.95	\$ 238.08	\$ 210.10	\$ 136.07	\$ 93.38	\$ 218.80	\$ 166.79	\$ 134.45	\$ 100.43	\$ 122.76			
1	Task 1	Project Management and Coordination																
1.2	Project Status Meetings			24									4				28	\$9,311.48
	ODCs for Task 1		\$28.75															\$28.75
		Subtotals (Hours) =	N/A	24									4				28	\$9,340.23
		Subtotals (Costs) =	\$28.75	\$8,773.68									\$537.80				28	\$9,340.23
2	Task 2	Scour Protection Preliminary Design																
2.10	Regulatory Permitting Strategy			4									6				10	\$2,268.98
	ODCs for Task 2																	
		Subtotals (Hours) =	N/A	4									6				10	\$2,268.98
		Subtotals (Costs) =		\$1,462.28									\$806.70				10	\$2,268.98
3	Task 3	Regulatory Permitting																
3.1	Permit Applications, Technical Reporting, Agency Coordination																	
	Agency Pre-application Meetings			10				4					16			2	32	\$7,004.74
	Coastal Development Permit			16			2	2					20				40	\$9,408.18
	Preliminary Jurisdictional Determination (PJD) Form			16			2	2					12				32	\$8,332.58
	Clean Water Act (CWA) Section 404 and Section 10 of Rivers/Harbors Act			16			1	2					16				35	\$8,673.43
	CWA Section 401 Request for Water Quality Certification			20				2					12				34	\$9,400.96
	California Fish & Game Lake or Streambed Alteration			12			1	2					20				35	\$7,748.95
	Processing of Regulatory Permits			14				2					18			4	38	\$8,505.28
	ODCs for Task 3		\$230.00															\$230.00
		Subtotals (Hours) =	N/A	104			6	16					114			6	246	\$59,304.12
		Subtotals (Costs) =	\$230.00	\$38,019.28			\$1,181.70	\$3,809.28					\$15,327.30			\$736.56	246	\$59,304.12
4	Task 4	Final Design and Bid Package Development																
		Subtotals (Hours) =	N/A															
		Subtotals (Costs) =																
5	Task 5	Bid Support																
		Subtotals (Hours) =	N/A															
		Subtotals (Costs) =																
	Total (Hours) =		N/A	132			6	16					124			6	284	\$70,913.33
	Total (Costs) =		\$258.75	\$48,255.24			\$1,181.70	\$3,809.28					\$16,671.80			\$736.56	284	\$70,913.33
	Percentage of Total (Hours) =		N/A	46%			2%	6%					44%			2%	100%	
	Percentage of Total (Costs) =			68%			2%	5%					24%			1%		100%

# Work Order Estimate Summary

Att.B, AI 14, 12/8/22

Consultant/ Subconsultant: #REF!

Contract No: #REF!

Work Order Title: #REF!

Task Order No. #REF!

Attachment: B

## TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION		Task 2 - Scour Protection Preliminary Design		Task 3 - Regulatory Permitting		Task 4 - Final Design and Bid Package Development		Task 5 - Bid Support	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage	Miles	\$0.575	50	\$28.75			400	\$230.00				
2	GPS	Ea	\$60.00										
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = \$28.75 Subtotal = Subtotal = \$230.00 Subtotal = Subtotal =

## TASKS/WBS (6-10)

ODC Item	Description	#REF!		#REF!		#REF!		#REF!		#REF!		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage											450	\$258.75
2	GPS												
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = \$258.75



**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 12/1/2022**

## **Agenda Item No. 15**

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

December 8, 2022

**SUBJECT:**

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) ORDINANCE NO. 11 –  
ORDINANCE REVISIONS**

**RECOMMENDATION:**

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

- 1) Adopt the proposed amendments to MTS Ordinance No. 11, “An Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City and the County by the Adoption of a Uniform Paratransit Ordinance” (Attachment A); and
- 2) Upon adoption to the proposed amendments, grant the Chief Executive Officer (CEO) the discretion to enforce MTS Ordinance No. 11 in its amended form.

**Taxicab Advisory Committee Recommendation**

At its November 16, 2022 meeting, the Taxicab Advisory Committee (16 voting members) approved a motion to forward a recommendation to the Board of Directors to approve the staff recommendation, with 11 in favor (Committee Members: Sean Elo-Rivera, Able Seifu, Augustin Hodoyan, Akbar Majid, Antonio Hueso, George Abraham, Louis Vasquez, Marc Nichols, Margo Tanguay, Michael Trimble, and Zewdu Girma voted in favor), 1 in opposition (Committee Member David Tasem voted in opposition), 2 not voting (Committee Members Alfred Banks and Peter Zschiesche), and 2 absent (Committee Members Brian Hilemon and Karen Higareda).

**Budget Impact**

None.

**DISCUSSION:**

MTS Ordinance No. 11 provides for the licensing and regulation of taxicab and other for-hire transportation services. MTS continually aims to identify ways to reduce or remove its regulatory requirements so long as its main policy goals of ensuring public safety and consumer protection



are being met. Aligned with this purpose, the proposed revisions to MTS Ordinance No. 11 are as follows:

MTS Ordinance No. 11, Section 1.4(b)(1) – Minimum Age of Permit Holders

MTS Ordinance No. 11 requires that a permit holder be at least 21 years old. Per MTS's peer agency review, it appears many regulatory agencies have adopted a minimum age of 18 years old for permit holders (e.g. County of San Diego, City of Los Angeles, City of Santa Monica). Further, the majority of taxicab permit holders are also drivers (i.e. owner operator). To ensure all taxicab drivers have the ability to also become a permit holder (i.e. taxicab business owner), MTS proposes to reduce the minimum age of a permit holder from 21 years old to 18 years old. Please note, some insurance companies provide commercial taxicab insurance only to permit holders that are 23 years of age or older. However, insurance companies may on a case by case basis provide insurance coverage to those younger than 23 years old based on various factors (e.g. overall driving history).

MTS Ordinance No. 11, Section 1.12(g)(1) – Minimum Age of Drivers

The County of San Diego Sheriff's Department (Sheriff) issues for-hire vehicle driver ID cards for drivers of taxicabs, non-emergency medical, charters, low-speed vehicles, and jitneys. In practice, the Sheriff relies on its County of San Diego Regulatory Ordinances to issue taxicab driver ID cards and relies on MTS Ordinance No. 11 to issue non-emergency medical, charters, low-speed vehicles, and jitneys. The Sheriff currently requires that a taxicab driver be 18 years old. However, since MTS Ordinance No. 11 currently states that a for-hire vehicle driver must be 21 years old, the Sheriff will only issue a for-hire vehicle driver ID card to drivers of non-emergency medical, charters, low-speed vehicles, and jitneys if they are 21 years old. To better align with California Vehicle Code Section 12515 that establishes an 18-year-old minimum age for for-hire vehicle drivers, as well as with the Sheriff's requirements for taxicab drivers to be 18 years old, MTS proposes to reduce the minimum age of all for-hire vehicle drivers from 21 years old to 18 years old.

MTS Ordinance No. 11, Section 1.4(b)(2) and Section 1.13(a)(10) –Permit Holder Eligibility regarding Criminal History

Currently, MTS will deny or revoke a permit upon finding that the applicant or permit holder has been convicted or held to have been in violation of any statute, ordinance or regulation reasonably and rationally pertaining to the same or similar business operation or convicted of assault, battery, resisting arrest, or soliciting prostitution or any infraction, misdemeanor or felony involving force or violence unless it has been five (5) years from the date of discharge from a penal institution or the satisfactory completion of probation for such conviction has elapsed.

Since the completion of a jail sentence or probation is the criminal justice system's determination that an individual has sufficiently completed their sentence, waiting an additional five (5) years from the end of their jail sentence or probation may be overly restrictive and be seen as a barrier to entry into becoming a for-hire vehicle business owner (i.e. permit holder). The proposed revision removes the five (5) year post-conviction determination period as basis for permit denial or revocation and instead allows the approval of a permit so long as they have satisfactorily completed the terms of their jail sentence, probation or parole.



In addition, the proposed revisions will remove infractions involving force or violence. The reason is MTS would not receive notification of an infraction through its criminal background check with fingerprinting process, only misdemeanors or felonies. Further, generally any conviction involving a crime of violence results in a misdemeanor or felony.

Staff determined this does not directly impact rider safety because a permit holder does not necessarily also drive or operate the vehicle. For taxicabs, many are owner operators (i.e. they are both a permit holder and a driver). However, for other for-hire vehicle modes, particularly for non-emergency medical, a permit holder might be a large business that does not also drive a vehicle. The driver generally has the most interactions with passengers and the public and is responsible for operating the vehicle safely. Since the Sheriff licenses drivers and ensures the drivers meet the minimum requirements relating to criminal history, permit holder eligibility can mostly be focused with what minimum eligibility requirements MTS determines is necessary to operate a for-hire vehicle business.

MTS Ordinance No. 11, Section 1.4(b)(3) – False Information on Permit Application

Currently, if MTS finds that the applicant provided false information of a material fact in an application, they are barred from reapplying for five (5) years. In MTS's experience, this is a rare occurrence. When it has happened, it usually involved not disclosing previous criminal convictions. In these past incidents, it is unclear whether not disclosing all previous criminal convictions was intentional or unintentional (e.g. forgot since conviction may have occurred a long time ago). Balancing the importance of truthfulness in for-hire vehicle business operations, with the fact that MTS's criminal background check with fingerprinting process should be able to identify most of the relevant criminal convictions that MTS needs to know to determine eligibility, the proposed revision would reduce the time barred from reapplying from five (5) years to one (1) year.

MTS Ordinance No. 11, Section 1.10(c)(1) – Corporate Permit Holders

Currently, MTS requires corporate permit holders to maintain ownership and operating records, including copies of the articles of incorporation filed with the Secretary of State of California. The proposed revision removes the requirement that the corporation must be based in California and would allow out of state corporations to apply for a permit.

Other revisions to MTS Ordinance No. 11 are minor and non-substantive.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Proposed Revisions to MTS Ordinance No. 11 (redline track changes)

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11

(as amended through ~~January 20, 2022~~ December 8, 2022)

An Ordinance Providing for the Licensing and the Regulating of  
Transportation Services Within the City and County by the Adoption of  
a Uniform Paratransit Ordinance

## MTS CODIFIED ORDINANCE NO. 11

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## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

## CODIFIED ORDINANCE NO. 11

**(as amended through ~~January 20, 2022~~ December 8, 2022)**An Ordinance Providing for the Licensing and the Regulating  
of Transportation Services Within the City and County By the Adoption of  
a Uniform Paratransit Ordinance

## SECTION 1.0 - GENERAL REGULATIONS

Section 1.1 - Definitions

The following words and phrases, wherever used in this section, shall be construed as defined in this section, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases.

(a) "Board" shall mean the Board of Directors of the San Diego Metropolitan Transit System.

(b) "Charter vehicle" shall mean every vehicle which:

- (1) Transports passengers or parcels or both over the public streets of the City;
- (2) Is routed at the direction of the hiring passenger;
- (3) Is prearranged in writing for hire;
- (4) Is not made available through "cruising"; and
- (5) Is hired by and at the service of a person for the benefit of themselves or a specified group.

(c) "Chief Executive Officer" shall mean the Chief Executive Officer of MTS or their designated representative.

(d) "City" and "Cities" shall mean the incorporated areas of the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee and any other City that has entered into a contractual agreement with MTS for the licensing and regulation of transportation services.

(e) "Compensation" shall mean any money, thing of value, payment, consideration, reward, tip, donation, gratuity or profit paid to, accepted, or received by the driver or owner of any vehicle in exchange for transportation of a person, or persons; whether paid upon solicitation, demand or contract, or voluntarily, or intended as a gratuity or donation.

(f) "County" shall mean the unincorporated area of the County of San Diego located within MTS's jurisdictional boundaries if entered into a contractual agreement with MTS for the licensing and regulation of transportation services.

(g) "Cruising" shall mean the movement over the public streets of a taxicab or low-speed vehicle (LSV) in search of prospective passengers; except the term does not include either the travel of a taxicab or LSV proceeding to answer a call for service received by telephone or radio

from an intended passenger or the travel of such a vehicle, having discharged a passenger or passengers, returning to the owner's place of business or to its established point of departure.

(h) "Days" shall mean working days, exclusive of weekends and holidays for which MTS offices are closed.

(i) "Doing business" shall mean accepting, soliciting or transporting passengers for hire or compensation in a City or County.

(j) "Driver" shall mean every person operating any for-hire vehicle.

(k) "Driver's identification card" shall mean license, issued pursuant to this Ordinance, which permits a person to drive a for-hire vehicle within the City or County.

(l) "Employ" as used in this Ordinance includes any form of agreement or contract under which the driver may operate the permit holder's for-hire vehicle.

(m) "Exclusive ride" shall mean exclusive use of a for-hire vehicle by one or more related passengers at a time.

(n) "For-hire vehicle" shall mean every vehicle, other than public transit vehicles or vehicles involved in an organized carpool not available to the general public, which is operated for any fare for compensation and used for the transportation of passengers over public streets, irrespective of whether such operations extend beyond the boundary limits of said City or County. Such for-hire vehicles shall include taxicabs, vehicles for charter, jitneys, nonemergency medical vehicles, sightseeing vehicles, and LSVs.

(o) "Group ride" shall mean shared use of a taxicab or LSV where a group of related passengers enter at the same point of origin and disembark at the same destination and pay a single fare for the trip.

(p) "Hearing officer" shall mean any person or entity that meets the requirements of this Ordinance and that has been retained to conduct administrative hearings.

(q) "Jitney" shall mean every vehicle which:

(1) Transports passengers or parcels or both over the public streets of the City;  
and

(2) Follows a fixed route of travel between specified locations along its route on a variable schedule or operates a flexible route within a geographic boundary and specific timeframes as approved by MTS, with the fare based on a per capita charge established in its permit.

(r) A "low-speed vehicle" or "LSV" is a motor vehicle, other than a motor truck, having four wheels on the ground and an unladen weight of 1,800 pounds or less, that is capable of propelling itself at a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour, on a paved level surface. It shall only operate within a geographic boundary as approved by MTS. For the purposes of this section, a "low-speed vehicle" or "LSV" is not a golf cart, except when operated pursuant to California Vehicle Code Section 21115 or 21115.1.

(s) "Medallion" shall mean the numbered plate, sticker, or decal issued by MTS to the permit holder which is displayed on a for-hire vehicle to indicate the authorized use or uses of that vehicle.

(t) "MTS" shall mean the San Diego Metropolitan Transit System, a public agency created pursuant to Public Utilities Code Section 120050 et seq.

(u) "MTS inspector" shall mean those individuals, regardless of job title, who are authorized by the Board, by ordinance, to enforce the provisions of this Ordinance.

(v) "Nonemergency medical vehicle" shall mean every vehicle which: transports persons, regardless of whether specialized transportation equipment or assistance is needed, for primarily medical purposes, over the public streets of the City. Medical purposes is defined as providing transportation services to or from the following places: hospitals, convalescent homes, retirement homes, homes receiving funding for the board and care of residents living in those homes, medical or rehabilitation clinics, senior citizen centers, and any other like social service category, over the public streets of the City. It shall be the responsibility of the transportation provider to determine if the service is primarily for medical purposes.

(w) "Operate" or "Operating" shall refer to the solicitation or acceptance of a fare within City or County for compensation or providing passenger transportation for compensation, regardless if such compensation is obtained from the passenger or a third party. It shall also include, as the context may require, the act of driving, managing or directing the utilization of one or more for-hire vehicles.

(x) "Owner" shall mean the person, partnership, association, firm or corporation that is the registered owner of any for-hire vehicle and that holds the right to use the vehicle for its advantage.

(y) "Passenger" shall mean every occupant other than the driver of the for-hire vehicle.

(z) "Permit" shall mean the authority under which a person, firm, partnership, association, or corporation may operate a for-hire vehicle as a business.

(aa) "Permit holder" shall mean any person or approved entity operating a business under a for-hire vehicle permit.

(bb) "Shared ride" shall mean nonexclusive use of a for-hire vehicle by two or more unrelated passengers traveling between different points of origins and/or destination, and traveling in the same general direction.

(dd) "Sightseeing vehicle" shall mean every vehicle which:

(1) Transports passengers for sightseeing purposes of showing points of interest over the public streets of the City; and

(2) Charges a fee or compensation therefor; regardless of whether any fee or compensation is paid to the driver of such sightseeing vehicle, either by the passenger or by the owner or by the person who employs the driver or contracts with the driver or hires such sightseeing vehicle with a driver to transport or convey any passenger; and irrespective of whether or not such driver receives any fee or compensation for their services as driver.

(ee) "Stands" shall mean public areas designated for specific use of for-hire vehicles.

(ff) "Street" shall mean any place commonly used for the purpose of public travel.

(gg) "Substantially Located" shall mean where the primary business address of the taxicab permit holder is located and/or the jurisdiction where the largest share of the taxicab permit holder's total number of prearranged and non-prearranged trips originate over the previous calendar year, as determined annually. Trip logs and/or other documentation shall be used to substantiate the jurisdiction where the largest share of taxicab permit holder's total number of originating trips occur over the applicable time period.

(hh) "Taxicab" shall mean every vehicle other than a vehicle-for-charter, a jitney, a nonemergency medical vehicle, a sightseeing vehicle, or LSV which:

(1) Carries not more than eight (8) passengers excluding the driver;

(2) Transports passengers or parcels or both over City or County public streets;

(3) Is made available for hire on call or demand through "cruising," at taxi stands, by telephone, mobile telephone application, or other communication devices to destination(s) specified by the hiring passenger; and

(4) Is Substantially Located within the jurisdiction of City and/or County.

(ii) "Taximeter" shall mean any instrument, appliance, device, or machine by which the charge for hire of a passenger-carrying vehicle is calculated, either for distance traveled or time consumed, or a combination of both, and upon which such charge is indicated by figures. Includes both a Hard Meter and a Soft Meter.

(1) A Hard Meter is a Taximeter that has a prefixed fare with an external seal approved by the County of San Diego Agriculture, Weights and Measures and mileage is calculated based on distance and time.

(2) A Soft Meter is a Taximeter that is provided through a smartphone or tablet that uses GPS or other on-board diagnostics approved by the California Department of Food and Agriculture Division of Measurement Standards to calculate distance and rates.

(jj) "Vehicle" is a device by which any person or property may be propelled, moved, or drawn upon a street, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

(kk) "Vehicle for Developmentally Disabled Persons (VDDP) driver certificate" shall mean certificate issued by California Highway Patrol pursuant to Vehicle Code section 12523.6, which is required for any driver who primarily transports persons with developmental disabilities on a for-hire basis. A VDDP driver certificate with a commercial driver's license may be used in lieu of a driver identification card to drive a for-hire vehicle within the City or County, unless for a taxicab.

***(Section 1.1 amended 1/20/2022)***

***(Section 1.1 amended 11/12/2020)***

***(Section 1.1 amended 10/10/2019)***

***(Section 1.1 amended 2/14/2019)***

***(Section 1.1 amended 11/8/2018, effective 1/1/2019)***

***(Section 1.1 amended 9/20/2018)***



**(Section 1.1 amended 12/14/2017)**  
**(Section 1.1 amended 5/12/2016)**  
**(Section 1.1 amended 8/7/2003)**  
**(Section 1.1 amended 11/14/2002)**  
**(Section 1.1 amended 6/24/1999)**  
**(Sections 1.1(d), 1.1(R)(1) amended 6/22/1995)**  
**(Section 1.1 amended 1/12/1995)**  
**(Section 1.1 amended 6/27/1991; effective 7/27/1991)**  
**(Section 1.1 amended 5/23/1991; effective 6/23/1991)**

## Section 1.2 - Operating Permits

(a) No person shall engage in the business of operating any for-hire vehicle or in the business of providing any vehicle for the operation of vehicle for-hire services within the Cities or County without first having obtained an operating permit from the Chief Executive Officer or designated representative, which permit has not been revoked, suspended or otherwise canceled or terminated by operation of law or otherwise. A separate permit is required for each for-hire vehicle operated or provided for operation.

(b) An operating permit represents the granting of a privilege to operate a for-hire vehicle within the Cities, County or zones specified by the permit for the purpose of the public convenience and necessity. This privilege may be rescinded at any time by operation of law or otherwise.

(c) A person who obtains an operating permit shall be responsible for the provision of vehicle-for-hire services in accordance with the provisions of this Ordinance and shall exercise due diligence to assure that drivers of the permitted vehicles adhere to all pertinent requirements of this ordinance.

**(Section 1.2 amended 11/8/2018, effective 1/1/2019)**  
**(Section 1.2 amended 12/14/2017)**  
**(Section 1.2 amended 8/7/2003)**  
**(Section 1.2 amended 11/14/2002)**  
**(Section 1.2 amended 6/24/1999)**

## Section 1.3 - Application for Permit

(a) All persons applying to the Chief Executive Officer for new permit(s) for the operation of one or more for-hire vehicles shall file with the Chief Executive Officer a sworn application on forms provided by the Chief Executive Officer, stating as follows:

(1) The applicant name, company name, doing business as ("DBA") name if different than company name, mailing and business address (a business address or mailing address may include, but is not limited to, a Post Office [PO] Box or dispatch service address), e-mail address, and telephone number of the permit applicant. If a taxicab permit applicant, the business address will also serve the purpose of establishing where Substantially Located;

(2) The name and address of all legal and registered owner(s) of the vehicle(s);

(3) The number of vehicle(s) for which a permit(s) is desired;

(4) The rates of fare which the applicant proposes to charge for vehicle-for-hire services. This requirement does not apply to taxicab permit applicants;

(5) If the application is for a jitney or LSV, a detailed description of the geographic area in which said permit shall be in existence; and

(6) Such other information as the Chief Executive Officer may in their discretion require.

b) The applicant shall also submit, with the application, a nonrefundable application fee prior to the permit approval. Upon issuance of the permit, the applicant shall also pay an initial nonrefundable permit vehicle regulatory fee to be determined by the Chief Executive Officer in order to recover the cost of processing such applications.

***(Section 1.3 amended 1/20/2022)***

***(Section 1.3 amended 11/12/2020)***

***(Section 1.3 amended 11/8/2018, effective 1/1/2019)***

***(Section 1.3 amended 12/14/2017)***

***(Section 1.3 amended 2/12/2015)***

***(Section 1.3 amended 11/15/2012)***

***(Section 1.3 amended 8/7/2003)***

***(Section 1.3 amended 11/14/2002)***

#### Section 1.4 - Issuance of Permit

(a) Before a permit may be approved or renewed, the applicant shall pay an initial regulatory fee in an amount to be determined by the Chief Executive Officer.

(b) The Chief Executive Officer shall deny the approval of a permit upon making a finding:

(1) That the applicant is under ~~twenty-one~~eighteen (~~18~~21) years of age; or

(2) That ~~within the five (5) years immediately preceding the processing of the application,~~ the applicant has been convicted of, or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation ~~reasonably and rationally pertaining to the same or similar business operation~~ which would have resulted in suspension or revocation of the permit in accordance with Section 1.13 of this Ordinance. ~~For purposes of this section, a plea or verdict of guilty, a finding of guilty by a court, a plea of nolo contendere or a forfeiture of bail shall be deemed a conviction;~~ or

(3) That the applicant provided false information of a material fact in an application within the past ~~five (5)~~ years.

(c) No permit shall be approved or renewed unless evidence of compliance with applicable MTS regulations.

(d) When the permit has been approved and upon determination by the Chief Executive Officer that the for-hire vehicle, after appropriate inspection, meets the requirements of this Ordinance, the Chief Executive Officer will issue a numbered medallion(s) to be affixed to the for-hire vehicle.

***(Section 1.4 amended 12/8/2022)***

***(Section 1.4 amended 11/12/2020)***  
***(Section 1.4 amended 11/8/2018, effective 1/1/2019)***  
***(Section 1.4 amended 12/14/2017)***  
***(Section 1.4 amended 2/12/2015)***  
***(Section 1.4 amended 11/15/2012)***  
***(Section 1.4 amended 11/14/2002)***

Section 1.5 - Transfer and Administration of Permits

(a) Each permit issued pursuant to the provisions of this section is separate and distinct and shall be transferable from the permit holder to another person or entity only with the approval of the Chief Executive Officer, and upon meeting the requirements of this Ordinance.

(b) The proposed transferee shall file with the Chief Executive Officer a sworn application for the transfer and shall comply with the requirements of Section 1.3. The permit holder shall certify in writing that the permit holder has notified the proposed transferee of the requirements of this section pertaining to the transfer of a permit. Whenever an application for a transfer of permit is filed, the Chief Executive Officer shall process the application for transfer in accordance with Section 1.4 of this Ordinance.

(c) The Chief Executive Officer shall charge regulatory fees to affect the full cost recovery of activities associated with the administration, regulation, issuance, or transfer of for-hire vehicle permits and associated records.

(1) Changes in fee schedules affecting permits shall be posted, at a minimum, on the MTS website and notice of such posting will be sent to all permit holders' email address. Changes shall be effective thirty (30) calendar days thereafter.

(2) Any person objecting to a particular fee or charge may file, within ten (10) calendar days of posting of such changes, an appeal for review with the Chief Executive Officer who shall thereafter process it in accordance with Section 1.17; provided, however, that the sole issue to be determined on review is whether the fee or charge exceeds the reasonable costs for personnel salaries and administrative overhead associated with the particular administrative service or function.

***(Section 1.5 amended 11/12/2020)***  
***(Section 1.5 amended 11/8/2018, effective 1/1/2019)***  
***(Section 1.5 amended 12/14/2017)***  
***(Section 1.5 amended 2/12/2015)***  
***(Section 1.5 amended 8/7/2003)***  
***(Section 1.5 amended 11/14/2002)***

Section 1.6 - Blank

The text of Section 1.6 is deleted in its entirety effective February 12, 2015.

***(Section 1.6 deleted 2/12/2015)***  
***(Section 1.6 amended 11/14/2002)***

Section 1.7 - Blank

The text of Section 1.7 is deleted in its entirety effective October 24, 1998.

***(Section 1.7 was deleted 9/24/1998)***

**Section 1.8 - Equipment and Operating Regulations**

(a) No medallion shall be issued for a vehicle unless the vehicle conforms to all the applicable provisions of this Ordinance.

(b) The privilege of engaging in the business of operating a for-hire vehicle in a City or County granted in the permit is personal to the permit holder, who must be the owner of the for-hire vehicle. The rights, requirements, and responsibilities which attach to the permit remain with the holder at all times the for-hire vehicle is operated under the authority of the permit. These rights, requirements and responsibilities, which include, but are not limited to, the requirements of this Ordinance, will remain unaffected by any agreement or contractual arrangement between the permit holder and those persons who operate for-hire vehicles, irrespective of the form or characterization of the agreement under which the driver operates the for-hire vehicle.

(c) The permit holder shall maintain an email address, mailing address that can accept mail directed to company, and a business telephone in which the permit holder can be reached during reasonable business hours and during all hours of operation. The permit holder shall, in the case of any change in their email address, mailing address, or business telephone, notify the Chief Executive Officer in writing of such change within forty-eight (48) hours of the effective date of this change.

(d) If a taxicab, permit holders must participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code and enroll all employed or contracted drivers who drive a vehicle for permit holder.

(1) Upon the termination of the employee or contractor driver, the permit holder shall notify the Department of Motor Vehicles (DMV) to discontinue the driver's enrollment in the pull notice system.

(2) Permit holders shall present upon request, during regular business hours, to MTS and/or the Sheriff's Department, as well as during annual permit renewal, proof of enrollment and names of any and all drivers enrolled in the DMV driver pull-notice program pursuant to Section 1.8(d) of this Ordinance.

(3) Permit holders who fall under one or more of the following categories must enroll in the DMV pull-notice program: if registered with the State of California as a Corporation and or LLC; if own more than one vehicle; employs or contracts a lease driver(s); and/or vehicle is otherwise driven by more than one driver.

(e) Before a for-hire vehicle is placed in service and at least annually thereafter, the for-hire vehicle shall be delivered to a certified Automotive Service Excellence or Bureau of Automotive Repair registered facility for mechanical inspections, or other place designated by the Chief Executive Officer for inspection. Certified mechanics and MTS inspectors shall inspect the for-hire vehicle and its equipment to ascertain whether the vehicle complies with the provisions of this Ordinance. Failure to produce the vehicle for inspection within a timeframe determined by MTS shall be cause for suspension or revocation of the permit for such vehicle.

(f) Any MTS inspector or peace officer, after displaying proper identification, may make reasonable and periodic inspections of any for-hire vehicle operating under an MTS permit for the purpose of determining whether the vehicle is in compliance with the provisions of this Ordinance.

(g) Any for-hire vehicle which fails to meet the requirements of the California Vehicle Code or this section after inspection shall be immediately ordered out-of-service by an MTS inspector or peace officer if it is unsafe for service. Ordering a vehicle out-of-service does not constitute a suspension or revocation of the permit. A vehicle is deemed unsafe for service when any of the following conditions exists:

- (1) Tires fail to meet the requirements of the California Vehicle Code;
- (2) Headlights, taillights or signal lights are inoperable during hours of darkness (sunset to sunrise);
- (3) Windshield wipers are inoperable during rainy conditions;
- (4) Taximeter is not working, the Taximeter displays signs of tampering, the seal of a Hard Meter is broken, the County of San Diego seal of a Hard Meter is more than thirteen (13) months old from the date of issuance, a Service Agent's temporary seal of a Hard Meter is more than ninety (90) days old from the date of issuance, or a Soft Meter displays technology not approved by the California Department of Food and Agriculture Division of Measurement Standards or does not appear to be operating as is intended or approved;
- (5) Brakes, brake lights or brake system are inoperable or otherwise fail to meet the requirements of the California Vehicle Code;
- (6) Excessive play in steering wheel exceeding three (3) inches;
- (7) Windshield glass contains cracks or chips that interfere with driver's vision;
- (8) Any door latch is inoperable from either the interior or exterior of the vehicle;
- (9) Any seat is not securely fastened to the floor;
- (10) Seat belts, when required, fail to meet requirements of the California Vehicle Code;
- (11) Either side or rearview mirrors are missing or defective;
- (12) Any vehicle safety system light is activated; and
- (13) Any other condition which reasonably and rationally pertains to the operating safety of the vehicle or to passenger or pedestrian safety.

(h) If the vehicle is not unsafe but is unsuitable or otherwise in violation of this Ordinance or any vehicle condition/equipment section of the California Vehicle Code, the operator or permit holder, as appropriate, shall be subject to a seventy-two (72) hours correction notice.

(1) Failure to correct such violation within the seventy-two (72) hours shall then be cause to order the vehicle out-of-service. When a vehicle is ordered out-of-service, the medallion shall be immediately removed.

(2) Before the vehicle may again be placed in service, the violation shall be corrected and the vehicle shall be inspected by a certified mechanics or MTS inspector

(3) The medallion shall be reaffixed when the MTS inspector finds that the vehicle meets prescribed standards.

(i) The interior and exterior of the for-hire vehicle shall be maintained in a safe and efficient operating condition, and meet California Vehicle Code requirements and the requirements of this Ordinance at all times when in operation. The following minimum vehicle standards must be maintained to comply with this section:

(1) Wheels. Hubcaps or wheel covers shall be on all wheels for which hubcaps or wheel covers are standard equipment.

(2) Body Condition. There shall be no tears or rust holes in the vehicle body and no loose pieces hanging from the vehicle body. Fenders, bumpers, and light trim shall be securely fixed to the vehicle. No extensive unrepaired body damage shall be allowed and exterior paint shall be free from excessive fading. The vehicle shall be equipped with front and rear bumpers. The exterior of the vehicle shall be maintained in a reasonably clean condition so as not to obscure approved vehicle markings.

(3) Lights. Headlights shall be operable on both high and low beam. Taillights, parking lights, signal lights, and interior lights shall all be operable.

(4) Wipers. Each vehicle shall be equipped with adequate windshield wipers maintained in good operating condition.

(5) Brakes. Both the parking and hydraulic or other brake system must be operable.

(6) Steering. Excessive play in the steering mechanism shall not exceed three (3) inches free play in turning the steering wheel from side to side.

(7) Engine. The engine compartment shall be reasonably clean and free of uncontained combustible materials.

(8) Mufflers. Mufflers shall be in good operating condition.

(9) Windows. The windshield shall be without cracks or chips that could interfere with the driver's vision. All other windows shall be intact and able to be opened and closed as intended by the manufacturer. The windows and windshield shall be maintained in a reasonably clean condition so as not to obstruct visibility.

(10) Door Latches. All door latches shall be operable from both the interior and exterior of the vehicle.

(11) Suspension. The vehicle's suspension system shall be maintained so that there are no sags because of weak or broken springs or excessive motion when the vehicle is in operation because of weak or defective shock absorbers.

(12) Seats. All seats shall be securely fastened. Seat belts, when required by the California Vehicle Code, shall be installed. The upholstery shall be free of grease, holes, rips, torn seams, and burns.

(13) Interior. The interior of each vehicle and the trunk or luggage area shall be maintained in a reasonably clean condition, free of foreign matter, offensive odors, and litter.

The seats shall be kept reasonably clean and without large wear spots. The door handles and doors shall be intact and clean. The trunk or luggage area shall be kept empty except for spare tire and personal container for the driver not exceeding one (1) cubic foot in volume and emergency equipment, to allow maximum space for passenger luggage and belongings.

(j) Each for-hire vehicle, except taxicabs and LSVs, shall contain:

(1) A fire extinguisher of the dry chemical or carbon dioxide type with an aggregate rating of at least 5 B/C units and a current inspection card affixed to it.

(2) A minimum of three (3) red emergency reflectors.

(3) A first-aid kit containing medical items to adequately attend to minor medical problems.

k) In the event that a for-hire vehicle for which a permit has been approved is taken out of service, by the permit holder for maintenance or any purpose, other than a violation of any provision of this Ordinance, a spare vehicle operating permit may be granted. The spare vehicle operating permit shall only be valid for the vehicle for which it was issued. The permit holder may only utilize a spare for-hire vehicle which has been duly inspected by an MTS inspector and approved prior to use. The permit holder must immediately inform an MTS inspector when a spare for-hire vehicle is in use and the location of the disabled vehicle. The spare vehicle will be issued a "spare vehicle" sticker which must be affixed to the left rear portion of the for-hire vehicle for which it is approved, in plain view from the rear of the for-hire vehicle. The permit holder may utilize one (1) spare for-hire vehicle for a period not to exceed thirty (30) calendar days from the date of issuance. This subsection shall not be construed, nor deemed to replace, those provisions in this Ordinance which apply to permanent replacement of a for-hire vehicle.

(l) The medallion issued to the permit holder must be affixed by an MTS inspector on the for-hire vehicle for which the permit is approved in plain view from the rear of the for-hire vehicle. The permit holder must immediately report the loss, destruction, or defacing of a medallion to the Chief Executive Officer. Except as provided in Subsection (k), it shall be unlawful to operate a for-hire vehicle without the medallion affixed and visible.

(m) There shall be displayed in the passenger compartment of each for-hire vehicle between the sun visors, in full view of the passengers in the front and rear seats, a card not less than ten (10) inches wide by six (6) inches high in size. Posted on this card, utilizing "Universe" font in black ink on white background, shall be:

1) The first line of the card, 3/4 inch in height, shall say one of the following according to permit type: TAXICAB, SIGHTSEEING, CHARTER, NONEMERGENCY, LOW-SPEED VEHICLE, OR JITNEY LOST AND FOUND.

2) Below this, the card shall include the vehicle medallion number in three-inch numerals.

3) Below the medallion number, the name, address, and phone number of the MTS For-Hire Vehicle Administration and the permit holder and/or permit holder trade name shall be printed, 1/4-inch in height.

4) Without approval from MTS, no other signs, markings, lettering, decals, or any type of information shall be displayed within 18 inches around the card.

(n) Advertisements, whether displayed on the inside or outside of the vehicle, shall be posted in accordance with MTS Board Policy No. 21, Revenue-Generating Display Advertising, Concessions, and Merchandise, any guidelines developed by the Chief Executive Officer, and the provisions of this Ordinance. Advertisements shall not be displayed without prior approval from MTS.

(o) The driver of each for-hire vehicle may either carry: a map of the City or County, published within the past two (2) years; or an electronic device equipped with a GPS enabled map, which shall be displayed to any passenger upon request.

(p) The maximum rates of fare charged for for-hire vehicle services shall be clearly and conspicuously displayed in the passenger compartment, unless if a taxicab which shall comply with Section 2.2(d) of this Ordinance.

(q) Each for-hire vehicle licensed to operate in the City or County shall have located on the passenger side dashboard area a driver identification card provided by the County of San Diego Sheriff or provide upon a request a valid VDDP driver certificate with a commercial driver's license. The driver identification card shall have no alterations or information covered. The driver identification card shall be visible to passengers, peace officers and MTS inspectors so they can easily view the driver identification card from either inside or outside the vehicle. The driver identification card issued by the Sheriff shall bear the following information:

- (1) The number of the license of the driver;
- (2) The name and business address of the driver;
- (3) The name of the owner of the vehicle; and
- (4) A small photograph of the driver.

(r) Each for-hire vehicle shall be equipped with a rearview mirror affixed to the right side of the vehicle, as an addition to those rearview mirrors otherwise required by the California Vehicle Code.

(s) The driver shall offer each passenger a printed receipt upon payment of the fare. The receipt shall accurately show the date, the amount of the fare, the driver's name and ID number, the taxicab number, the company (DBA) name, and the dispatch service name with phone number if a taxicab.

(t) All disputes to fare shall be determined by the peace officer or MTS inspector most readily available where the dispute is had. It shall be unlawful for any person to fail or refuse to comply with such determination by the peace officer or MTS inspector.

(u) It is unlawful for any person to refuse to pay the lawful fare of a for-hire vehicle after employing or hiring the same.

(v) The driver of any for-hire vehicle shall promptly obey all lawful orders or instructions of any peace officer, fire fighter, or MTS inspector.

(w) No driver of any for-hire vehicle shall transport any greater number of persons, including the driver, than the manufacturer's rated seating capacity for the vehicle.



(x) It shall be unlawful for any person to solicit business for a for-hire vehicle by making a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agent or employees of such owner, by which the owner, agent or employee receives any type of payment or commission for recommending or directing any passenger to a specific for-hire vehicle or company. It shall be unlawful for any permit holder, association, or driver to have or make a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agents or employees of such owner, by which the permit holder, association or driver receives any type of payment or commission for recommending or directing any passenger to an establishment operated by a specific owner.

(y) The driver of a for-hire vehicle shall wear, in a manner clearly visible on their person, an identification card approved by the Chief Executive Officer.

(z) The Board specifically finds that the dress, grooming, and conduct of for-hire vehicle drivers affect the public health and safety, particularly as it relates to visitors and the tourist industry. Therefore, while driving or operating a for-hire vehicle, drivers shall be hygienically clean, well-groomed, and neat and suitably dressed. Violations of this subsection are administrative in nature and shall not be the subject of criminal prosecution.

(1) The term "hygienically clean" shall refer to that state of personal hygiene, body cleanliness, and absence of offensive body odor normally associated with bathing or showering on a regular basis.

(2) The term "well-groomed" shall mean that, that scalp or facial hair shall be combed or brushed and that all clothing is clean, free from soil, grease and dirt, and without unrepaired rips or tears.

(3) The term "neat and suitably dressed" shall be interpreted to mean that: driver is wearing appropriate clothing to operate a for-hire vehicle; drivers shall wear shoes; driver cannot wear as an outer garment any of the following: undershirt or underwear, tank tops, body shirts (see-through mesh), swim wear, jogging or warm-up suits or sweatshirts or similar attire, jogging or bathing shorts or trunks, or sandals; and trouser-type shorts that are no shorter than four inches above the center of the kneecap are permissible.

(aa) For-hire vehicles shall comply with the California Vehicle Code, e.g., not impede traffic, and, where applicable, not operate on streets where posted speed limits are above 35 miles per hour. For-hire vehicle drivers, including taxicab, shall not load or unload passengers in traffic lanes.

(bb) Smoking is not permitted at any time inside a MTS-permitted vehicle.

(cc) A driver or permit holder shall not prejudice, disadvantage, or require a different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex or any characteristic listed or defined in Section 11135 of the Government Code.

(dd) A driver shall not use rude or abusive language toward a passenger(s) or conduct any physical action that a reasonable person would construe as threatening or intimidating.

(ee) A driver may refuse a fare if it is readily apparent that the prospective or actual fare is a hazard to the driver or operator. A driver is not obligated to transport any person who is verbally or otherwise abusive to the driver. Such incidents shall also be noted on the trip log and notification

shall be immediately sent to the dispatch service organization, if a taxicab, which shall record the incident and keep the record for the minimum of 6 months.

(ff) No driver shall stop, park, or otherwise leave standing any MTS permitted vehicle within fifteen (15) feet of any fire plug except as modified in Section 2.5 of this Ordinance.

(gg) No driver shall stop, park or otherwise leave standing any MTS permitted vehicle in a disabled parking zone except as authorized per California Vehicle Code section 22507.8.

(hh) If a taxicab, proof that vehicle(s) meet California Air Resources Board criteria for zero emissions/low emissions.

**(Section 1.8 amended 12/8/2022)**  
**(Section 1.8 amended 1/20/2022)**  
**(Section 1.8 amended 11/12/2020)**  
**(Section 1.8 amended 10/10/2019)**  
**(Section 1.8 amended 11/8/2018, effective 1/1/2019)**  
**(Section 1.8 amended 12/14/2017)**  
**(Section 1.8 amended 10/13/2016)**  
**(Section 1.8 amended 5/12/2016)**  
**(Section 1.8 amended 2/12/2015)**  
**(Section 1.8 amended 8/7/2003)**  
**(Section 1.8 amended 11/14/2002)**  
**(Section 1.8 amended 9/24/1998)**  
**(Section 1.8 amended 2/13/1997)**  
**(Section 1.8 amended 6/24/1993)**

#### Section 1.9 - Public Liability

(a) It shall be unlawful to operate a for-hire vehicle unless the permit holder establishes and maintains in effect one of the forms of financial responsibility specified in this section.

(1) This requirement may be met by maintaining a valid policy of insurance executed and delivered by a company authorized to carry on an insurance business, the financial responsibility of which company has been approved by the Chief Executive Officer. The terms of the policy shall provide that the insurance company assumes financial responsibility for injuries to persons or property caused by the operation of the for-hire vehicle in an amount determined by the Chief Executive Officer.

(2) The permit holder may also meet this requirement by obtaining a certificate of self-insurance for a specified amount approved by the Board and pursuant to the applicable provisions of the California Vehicle Code.

(b) A valid proof of insurance issued by the company providing the insurance policy required under Subsection (a) (1) of this section shall be filed with and approved by the Chief Executive Officer. This certificate shall provide that MTS is a named certificate holder and shall be placed in each vehicle, per California Vehicle Code Section 16020. It shall also provide that the insurer will notify MTS of any cancellation and that the cancellation notice be received at least thirty (30) days prior to cancellation of the policy. The certificate shall also state:

- (1) The full name of the insurer;
- (2) The name and address of the insured;
- (3) The insurance policy number;

- (4) The type and limits of coverage;
- (5) The specific vehicle(s) insured;
- (6) The effective dates of the certificate; and
- (7) The certificate issue date.

**(Section 1.9 amended 11/12/2020)**

**(Section 1.9 amended 9/17/2015)**

**(Section 1.9 amended 11/14/2002)**

**Section 1.10 - Financial Ownership and Operating Records: Reporting Requirements**

(a) Every person engaged in the business of operating a for-hire vehicle within the City under a permit granted by the Chief Executive Officer shall maintain:

(1) Financial records, including but not limited to the current executed taxicab driver lease agreement that includes all aspects of the business relationship between the permit holder and the lessee, and written receipts of all payments from lessee in accordance with good accounting practices;

(2) Ownership records; and

(3) Operating records in a form, and at intervals, which shall be determined from time to time by the Chief Executive Officer.

(b) Ownership and operating records shall be made available to the Chief Executive Officer upon demand at any reasonable time. The permit holder shall retain operating records for a minimum of six (6) months from the date the records are created.

(c) For purposes of this section, ownership records shall include, but are not limited to, the following:

(1) Copies of the Articles of Incorporation as filed ~~with the Secretary of State of California;~~

(2) Records identifying all corporate officers and members of the corporation's Board of Directors. A corporation shall report any change in corporate officers or members of its Board of Directors to MTS within ten (10) days of the effective date.

(3) A stock register recording the issuance or transfer of any shares of the corporate stock; and

(4) The registration cards issued by the State of California Department of Motor Vehicles to the vehicle owner for all for-hire vehicles operated under the authority of an MTS for-hire vehicle permit. Valid proof of registration shall be maintained in the vehicle at all times.

(d) For purposes of this section, operating records shall include, but are not limited to, the following:

(1) Typed or written dispatch records for taxicab companies which operate their own dispatch service;

(2) Any logs which a for-hire vehicle driver keeps describing the trips carried by a for-hire vehicle other than a taxicab;

(3) Copies of the daily trip log required by taxicab or LSV drivers under Section 2.4 (o); and

(4) Any other similar records.

(e) As a condition of permit renewal, upon permit renewal every permit holder shall file with the Chief Executive Officer a signed statement which shall report and attest to the accuracy of the following information:

(1) The individual name(s), business name, business mailing address, e-mail address, and telephone number of the permit holder(s);

(2) The name and address of all legal and registered owner(s) of the for-hire vehicle(s);

(3) The name and address of each person with a financial interest in the business which operates the vehicle(s);

(4) The year, manufacturer, model, vehicle identification number, license plate, and medallion number affixed to the permitted vehicle(s); and

(5) Proof of enrollment and names of any and all drivers enrolled in the DMV driver pull-notice program pursuant to Section 1.8(d) of this Ordinance.

(f) If the permit holder is an individual, the permit holder must email, mail or appear in person in the offices of MTS to file the statement; if the permit holder is a partnership, one of the partners must email, mail or appear in person in the offices of MTS to file the statement; if the permit holder is a corporation or LLC, an officer of the corporation, or a member of the LLC, authorized to represent the company, must email, mail or appear in person in the offices of MTS to file the statement. If email or mail is used, the email address or mailing address used by the permit holder must be an email address or mailing address that is on file with the Chief Executive Officer. Failure to produce the statement may result in permit suspension or denial of permit renewal.

**(Section 1.10 amended 12/8/2022)**

**(Section 1.10 amended 11/12/2020)**

**(Section 1.10 amended 11/8/2018, effective 1/1/2019)**

**(Section 1.10 amended 5/12/2016)**

**(Section 1.10 amended 2/12/2015)**

**(Section 1.10 amended 8/7/2003)**

**(Section 1.10 amended 11/14/2002)**

**(Section 1.10 amended 6/24/1993)**

#### **Section 1.11 - Destruction, Permanent Replacement, Retirement or Inactive Status of For-Hire Vehicles**

(a) Whenever a for-hire vehicle is destroyed, rendered permanently inoperative, is sold, or the permit holder is no longer the owner of the for-hire vehicle, the permit holder shall notify the Chief Executive Officer in writing within forty-eight (48) hours.

(b) If a taxicab permit holder plans to change where it is Substantially Located, the permit holder shall notify the Chief Executive Officer and the new jurisdiction in which it will become Substantially Located within six (6) months or as soon as practicable prior to making that change.

(c) A permit holder may place a for-hire vehicle under inactive status after written permission is obtained from the Chief Executive Officer. The following guidelines are to be used in granting permission for a for-hire vehicle to be placed and kept on inactive status:

- (1) No laps in payment of annual regulatory fees during any time of inactive status;
- (2) Permit must be in good standing (e.g. no pending disciplinary or enforcement action); and
- (3) Annual statement must be filed in accordance with Section 1.10(e).

(d) At any time a permit holder may bring a for-hire vehicle under inactive status back into service after written permission is obtained from the Chief Executive Officer. The following guidelines are to be used in granting permission to return a for hire vehicle under inactive status back to service:

- (1) Permit holder must notify Chief Executive Officer in writing of their intent to place their vehicle back into service;
- (2) Permit holder must show proof of a valid vehicle insurance policy as required by Section 1.9;
- (3) Permit holder must show proof of current vehicle registration;
- (4) Permit holder must show proof of current subscription to a dispatch service organization, if a taxicab; and
- (5) Vehicle must pass MTS required inspection.

(e) The Chief Executive Officer shall, as a matter of owner right, allow the replacement of a vehicle which is destroyed, rendered inoperative, sold or transferred, provided that the permit holder has complied with, and the for-hire vehicle is in conformance with, all applicable provisions of this Ordinance. An owner must remove the markings from the vehicle that indicate it is a taxicab or LSV before the owner disposes of it.

**(Section 1.11 amended 2/14/2019)**  
**(Section 1.11 amended 10/13/2016)**  
**(Section 1.11 amended 8/7/2003)**  
**(Section 1.11 amended 11/14/2002)**  
**(Section 1.11 amended 2/13/1997)**

#### Section 1.12 - Driver's Identification Cards

(a) No person shall drive or operate any for-hire vehicle under the authority of a permit granted under this Ordinance unless such person: displays a valid driver's identification card

obtained annually through the Sheriff of the County of San Diego; or provides upon request a VDDP driver certificate with a commercial driver's license.

(b) No permit holder shall employ as a for-hire vehicle driver or operator any person who has not obtained a for-hire vehicle driver's identification card through the Sheriff of the County of San Diego or VDDP driver certificate with a commercial driver's license.

(c) No permit holder shall employ as a driver or operator any person whose privilege to operate a for-hire vehicle within the City has expired, or has been revoked, denied or suspended or prohibited.

(d) A driver may drive for more than one permit holder. The driver must, however, have on file with and accepted by the Sheriff of the County of San Diego, a separate application on forms provided by the Sheriff, for each permit holder with whom he has a current driving agreement. A driver may have on file with the Sheriff a maximum of four (4) such applications at any one time. It shall be unlawful for a driver to accept or solicit passengers for hire in the City or County while operating the taxicab or LSV of any permit holder for whom the driver does not have such an application on file with the Sheriff.

(e) No person shall drive or operate any for-hire vehicle, under the authority of a permit granted under this Ordinance unless such person has successfully completed an MTS-approved driver safety training course concerning driver safety rules and regulations, map reading, crime prevention, courtesy and professionalism, and compliance with the ADA. As determined by the Chief Executive Officer, a corresponding qualification examination may be required.

(f) No person who has received a notice of prohibition pursuant to Section 1.14, or whose privilege to operate a for-hire vehicle within the City has expired, or has been suspended, revoked or denied by the Sheriff, California Highway Patrol, or the Chief Executive Officer shall drive or operate a for-hire vehicle within the City.

(g) No for-hire vehicle driver's identification card shall be issued or renewed by the Sheriff to any of the following persons:

(1) Any person under the age of ~~twenty-one~~eighteen (18~~21~~) years.

(2) Any person who has been convicted of a felony involving a crime of force or violence against any person, or the theft of property, unless five (5) years have elapsed since their discharge from a penal institution or satisfactory completion of probation for such conviction during which period of time their record is good.

(3) Any person who has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any infraction, misdemeanor, or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the driver to operate a for-hire vehicle business and transport passengers, unless five (5) years shall have elapsed from the date of discharge from a penal institution or the satisfactory completion of probation for such conviction.

(4) Any person who, within the five (5) years immediately preceding the processing of the application, has been convicted of or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation reasonably and rationally related to the for-hire vehicle industry or any similar business operation which

would have authorized the suspension or revocation of the driver's identification card in accordance with Section 1.14 of this Ordinance.

(5) Any person who is required to register as a sex offender pursuant to the California Penal Code.

(6) Any person who has provided false information of a material fact in their application within the past five (5) years.

(7) No person shall obtain or renew a driver's identification card unless such person has successfully completed a driver safety training course approved by the Chief Executive Officer.

(8) When a driver permanently no longer drives for an MTS For-Hire Vehicle Administration permit holder, the permit holder shall report this to the Sheriff's Department within ten (10) calendar days.

(h) The Sheriff is authorized to issue temporary for-hire vehicle driver identification cards pending the approval or denial of an application for a regular for-hire vehicle driver identification card. No temporary for-hire vehicle driver identification card shall be issued without the satisfactory completion of a local law enforcement agency record check of the applicant. Any temporary identification card so issued shall be valid for a period not to exceed ninety (90) days or until the date of approval or denial of the application for a regular for-hire vehicle driver identification card, whichever shall occur first. The issuance of a temporary identification card hereunder shall not authorize the operation of a for-hire vehicle following the denial of the application while pending the resolution of any appeal otherwise provided for in Section 1.16 of this Ordinance. The Sheriff or the Chief Executive Officer shall establish nonrefundable filing fees to defray the costs of processing regular and temporary driver identification cards.

**(Section 1.12 amended 12/8/2022)**

**(Section 1.12 amended 1/20/2022)**

**(Section 1.12 amended 11/12/2020)**

**(Section 1.12 amended 10/10/2019)**

**(Section 1.12 amended 11/8/2018, effective 1/1/2019)**

**(Section 1.12 amended 12/14/2017)**

**(Section 1.12 amended 5/12/2016)**

**(Section 1.12 amended 11/15/2012)**

**(Section 1.12 amended 8/7/2003)**

**(Section 1.12 amended 11/14/2002)**

**(Section 1.12 amended 9/24/1998)**

**(Section 1.12 amended 10/30/1997)**

**(Section 1.12 amended 11/9/1995)**

#### **Section 1.13 - Suspension and Revocation of Permit**

(a) Permits may be suspended or revoked by the Chief Executive Officer at any time in case:

(1) The Chief Executive Officer finds the permit holder's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance.

(2) The permit holder fails to comply with the applicable provisions of this Ordinance.



(3) The drivers of the for-hire vehicle or vehicles fail to act in accordance with those provisions of this Ordinance which govern driver actions. The permit holder shall have strict liability in this regard; however, this provision shall not restrict the Chief Executive Officer's ability to penalize a driver for violations of those provisions of this Ordinance which govern driver actions.

(4) The owner ceases to operate a for hire vehicle without having obtained written permission from the Chief Executive Officer.

(5) The permit holder is found to be operating a for-hire vehicle that is under inactive status.

~~(6) The for-hire vehicle or vehicles, if operated as other than a taxicab, are operated at a rate of fare other than those fares on file with the Chief Executive Officer.~~

(67) The for-hire vehicle or vehicles, if operated as a LSV or a taxicab, are operated at a rate of fare greater than the maximum rates of those fares ~~on file with~~ authorized by the Chief Executive Officer or posted on the taxicab or LSV pursuant to Section 2.2 (a) of this Ordinance.

(78) The for-hire vehicle or vehicles, if operated as a taxicab, are operated at a rate of fare greater than current maximum rate established by the Board pursuant to Section 2.2(a) of this Ordinance or the applicable rate provided to passenger pursuant to Section 2.4 (q) of this Ordinance.

(89) The permit holder fails to begin operating the for-hire vehicle for which the permit is first approved within ninety (90) days after the approval date.

(940) The permit holder has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any ~~infraction, misdemeanor,~~ or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the applicant or permit holder to operate a for-hire vehicle business and transport passengers, unless ~~five (5) years shall have elapsed from~~ the date of discharge from a penal institution or the satisfactory completion of parole or probation for such conviction has elapsed.

(1044) The permit holder has been convicted of a crime that would require a person to register as a sex offender under the California Penal Code. For purposes of this section, a plea or verdict of guilty, a finding of guilt by a court, a plea of nolo contendere or a forfeiture of bail shall be considered a conviction.

(b) A permit holder shall be notified in writing within 10 working days when a credible complaint has been filed with the Chief Executive Officer by a member of the public where such complaint involves the permit holder, the driver of the permitted for-hire vehicle, or the dispatch service to which the permit holder is subscribed. It shall be the responsibility of the permit holder to investigate the complaint and report in writing to the Chief Executive Officer within 30 days the result of the investigation and any corrective action taken or proposed. Where the complainant has agreed to the sharing of their identity, the results of the investigation, findings, and actions shall be communicated to the complainant.

(c) In the event the Chief Executive Officer finds a permit holder has failed to responsibly respond to notification of complaints or to initiate corrective action, the Chief Executive



Officer shall issue a notice of proposed adverse action to the permit holder. If the circumstances of the complaint or subsequent investigation so warrant, the Chief Executive Officer may issue a notice of adverse action to a driver independently of or in conjunction with any adverse action proposed to the permit holder. The Chief Executive Officer shall refer to the Administrative Penalty Guidelines in determining a proposed adverse action.

(d) The permit holder or driver in receipt of a notice of proposed adverse action shall be given the opportunity to appear for an informal hearing before the Chief Executive Officer or designated representative. Failure to appear will constitute waiver of the hearing. Following the hearing or waiver thereof, the Chief Executive Officer shall issue the notice of adverse action if justified by the facts. If the Chief Executive Officer determines that the performance of the permit holder or driver involves criminal activity or constitutes a serious degradation of the public safety, convenience, or necessity, a notice of adverse action may be issued and the action effected without hearing.

(e) Upon a finding by the Chief Executive Officer that a permit holder falls within the provisions of this section, the permit holder or driver shall be notified that their permit has been subjected to an adverse action and that the matter is such that the action may be appealed. In lieu of an action provided for in the Administrative Penalty Guidelines, the Chief Executive Officer may impose a fine or a fine and a period of suspension for any violation(s) of this Ordinance.

**(Section 1.13 amended 12/8/2022)**

**(Section 1.13 amended 1/20/2022)**

**(Section 1.13 amended 2/14/2019)**

**(Section 1.13 amended 11/8/2018, effective 1/1/2019)**

**(Section 1.13 amended 12/14/2017)**

**(Section 1.13 amended 10/13/2016)**

**(Section 1.13 amended 5/12/2016)**

**(Section 1.13 amended 8/7/2003)**

**(Section 1.13 amended 11/14/2002)**

**(Section 1.13 amended 6/24/1999)**

#### Section 1.14 - Suspension and Revocation of Driver's Identification Cards

(a) Driver's identification cards issued by the Sheriff may be suspended or revoked by the Chief Executive Officer at any time in case:

- (1) The Chief Executive Officer finds the driver's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance; or
- (2) The driver fails to comply with the applicable provisions of this Ordinance; or
- (3) Circumstances furnish grounds for the denial, suspension, revocation or refusal to renew the driver's identification card by the Sheriff under the terms of the applicable Ordinance of the County of San Diego; or
- (4) Their California Driver's License is revoked or suspended; or
- (5) The driver is convicted of reckless driving or driving while under the influence of intoxicating liquors and/or narcotics; or

(6) The driver has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any crime involving force and violence, or reasonably and rationally is related to the ability or integrity of the driver to operate a for-hire vehicle or transport passengers; or

(7) The driver has ever been convicted of a crime that requires registration under the California Penal Code as a sex offender.

(b) For purposes of Subsections (a) (1) through (a) (6) of this section, a plea of nolo contendere, or a forfeiture of bail shall be considered a conviction if it occurred within the five (5) years immediately preceding the date of application for a permit or identification card.

(c) Notwithstanding a driver's possession of a valid taxicab or LSV driver identification card, the Chief Executive Officer may deny, suspend, revoke, or refuse to renew the driver's privilege to operate a for-hire vehicle in the City if the driver falls within the provisions of this section. The Chief Executive Officer shall send a notice of prohibition the date postmarked to operate a taxicab or LSV to any holder of a Sheriff's driver identification card who is ineligible under Subsection (a) to operate a for-hire vehicle within the City limits. The notice of prohibition shall be appealable in accordance with Section 1.16.

***(Section 1.14 amended 1/20/2022)***

***(Section 1.14 amended 10/10/2019)***

***(Section 1.14 amended 5/12/2016)***

***(Section 1.14 amended 8/7/2003)***

***(Section 1.14 amended 11/14/2002)***

***(Section 1.14 amended 6/24/1999)***

#### Section 1.15 - Surrender of Medallion

(a) When a permit has been suspended or revoked, the operation of any for-hire vehicle authorized by such permit shall cease, and its medallion surrendered immediately to the Chief Executive Officer.

***(Section 1.15 amended 11/14/2002)***

#### Section 1.16 - Right of Administrative Appeal from Denial, Suspension or Revocation of Permit or Driver's Identification Card or Related Adverse Action

(a) The permit holder or driver shall be notified that they may file with the Chief Executive Officer a written administrative appeal ten (10) days after delivery of the notice of revocation or suspension, or the denial of a license, permit, or driver's identification card issued by the Sheriff, the notice of prohibition to operate or the imposition of a fine. The permit holder or driver shall set forth in the appeal the reasons why such action is not proper.

(b) If no administrative appeal is filed within the proper time, the permit or driver's identification card issued by the Sheriff shall be considered revoked, suspended or denied, and shall be surrendered, the fine be imposed, as applicable, or the notice of prohibition to operate take effect.

(c) Except as provided in Subsection (d), once an administrative appeal is filed, the revocation or suspension of the permit or driver's identification card issued by the Sheriff, the effect of the notice of prohibition to operate, or the imposition of the fine shall be stayed pending the final determination of the administrative appeal.

(d) If, in the Chief Executive Officer's opinion, the continued operation of a for-hire vehicle or possession of a driver's identification card issued by the Sheriff represents an unsafe condition for any passenger or pedestrian, the revocation or suspension of the related permit, driver's identification card, or the effect of any notice of prohibition to operate shall not be stayed. A revocation or suspension of a permit imposed for failure to comply with Section 1.8 (g) or Section 1.9 is rebuttably presumed to represent an unsafe condition pending the determination of the appeal or the correction of the violation, whichever shall occur first. Notwithstanding, no medallion shall be reaffixed to a vehicle until the violation under Sections 1.8 (g) or 1.9 has been corrected.

***(Section 1.16 amended 1/20/2022)***

***(Section 1.16 amended 11/12/2020)***

***(Section 1.16 amended 10/10/2019)***

***(Section 1.16 amended 8/7/2003)***

***(Section 1.16 amended 11/14/2002)***

#### Section 1.17 - Procedure Upon Administrative Appeal

(a) When an appeal is filed, the Chief Executive Officer shall review the appeal, and based on additional information provided therein, may revise the findings and penalty; in accordance with the additional information provided; or cause the appeal to be assigned to a Hearing Officer, who shall expeditiously schedule the hearing before him/her.

(1) The Chief Executive Officer shall use California Department of General Services, Office of Administrative Hearings Administrative Law Judges as Hearing Officers. The assignment of Administrative Law Judges as Hearing Officers shall be determined by the California Department of General Services, Office of Administrative Hearings.

(2) The Hearing Officer shall be a member of the California State Bar and shall not be an MTS employee.

(b) The appellant and the Chief Executive Officer or designate shall each have the right to appear in person and be represented by legal counsel, to receive notice, to present evidence, to call and cross-examine witnesses under oath, and to present argument.

(c) An appellant may select an individual to interpret for them. MTS will not pay any costs or be held responsible for any aspect of the interpreter's ability to accurately interpret the hearing.

(1) The Hearing Officer shall have the power to compel attendance of witnesses and documents by subpoena, in accordance with state law.

(2) The formal rules of evidence need not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible. Hearsay evidence may be considered by the Hearing Officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence. The formal exceptions to the hearsay rule shall apply.

(d) The Chief Executive Officer shall promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.

(e) The decision of the Hearing Officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.

(f) If the Hearing Officer decides to suspend or revoke a permit or driver's identification card, the appellant shall immediately surrender the medallion or driver's identification card to the Chief Executive Officer.

***(Section 1.17 amended 5/12/2016)***

***(Section 1.17 amended 11/15/2012)***

#### Section 1.18 - Exceptions to Provisions

(a) The provisions of this Ordinance do not apply to:

(1) a vehicle properly licensed under the jurisdiction of the California Public Utilities Commission (CPUC) unless such vehicle also provides transportation services regulated by MTS under this Ordinance;

(2) public transit vehicles owned, operated, or contracted for by MTS and operators and drivers of such vehicles;

(3) a vehicle properly licensed by the State or County as an ambulance, and its driver if properly licensed by the California Highway Patrol pursuant to Vehicle Code section 12527 (i.e. for-hire driver for an ambulance); or

(4) a vehicle properly regulated by the California Highway Patrol pursuant to Vehicle Code sections 34500 et seq. (i.e. bus, schoolbuses, school pupil activity buses, or youth buses), and its driver if properly licensed by the California Highway Patrol pursuant to Vehicle Code sections 12523.6 (i.e. for-hire driver of vehicles for developmentally disabled) or 12517.3 (i.e. for-hire driver for a schoolbus, school pupil activity bus, or youth bus).

(b) For compliance purposes, MTS inspectors may inspect all vehicles listed in Section 1.18 (a) to ensure they are not exceeding the authority granted by their license or operating as unlicensed private- hire transportation provider.

***(Section 1.18 amended 10/10/2019)***

***(Section 1.18 amended 12/14/2017)***

***(Section 1.18 amended 5/12/2016)***

***(Section 1.18 amended 11/15/2012)***

***(Section renumbered to 1.18 9/24/1998)***

***(Section 1.17 amended 1/12/1995)***

***(Section 1.17 amended 6/24/1993)***

#### Section 1.19 - Chief Executive Officer's Authority to Adopt Rules and Promulgate a Schedule of Fines

(a) Except where Board action is specifically required in this Ordinance, the Chief Executive Officer may adopt any rules and regulations reasonable and necessary to implement the provisions of this Ordinance. The Chief Executive Officer shall promulgate a schedule of administrative fines and penalties for violations of this Ordinance in lieu of the revocation or suspension of a permit or identification card issued by the Sheriff, a copy of which schedule shall be filed with the Clerk of the Board.

**(Section 1.19 amended 10/10/2019)**  
**(Section renumbered to 1.19 9/24/1998)**

Section 1.20 - Americans with Disabilities Act

(a) Permit holders, vehicles, and drivers are required to comply with the requirements of the federal Americans with Disabilities Act (ADA), and ADA regulations are hereby incorporated into MTS Ordinance No. 11 by reference. A violation of ADA requirements is a violation of this Ordinance and subject to a fine or suspension or revocation or a combination.

**(Section renumbered to 1.20 9/24/1998)**  
**(Section 1.19(a) was added 4/10/1997)**

SECTION 2.0 - TAXICABS AND/OR LSVs

Section 2.1 - Types of Service

(a) A taxicab or LSV is authorized to provide exclusive ride and group ride service.

**(Section 2.0 and 2.1 amended 8/7/2003)**

Section 2.2 - Rates of Fare

(a) After a noticed and open public hearing of the Taxicab Advisory Committee, MTS shall establish a maximum rate of fare for exclusive ride and group ride hire of taxicabs and/or LSVs. A permit holder may petition the Board for any desired change in the maximum taxicab or LSV rates for exclusive ride and/or zone rates and group ride hire.

(b) Taxicab trips from San Diego International Airport shall not be charged more than the authorized maximum rate of fare. Notwithstanding, rates for trips originating at the airport may include an extra charge equal to the Airport Access Fee assessed against the individual taxicab operator by the San Diego County Regional Airport Authority. The extra may not be charged on any trip that does not originate at the airport or on any trip where the taxicab operator does not pay the fee to the San Diego County Regional Airport Authority. The extra charge may only be charged to the passenger by visually identifying the Airport Access Fee on the taxicab meter. A driver may not verbally request payment. All taxicabs utilizing the Airport Access Fee must have a decal, approved by the Chief Executive Officer and the County of San Diego Office of Weights and Measures. The decal shall identify and accurately describe the extra charge consistent with regulatory requirements.

(c) All taxicabs shall accept major credit cards including, but not limited to, VISA, MasterCard, American Express, and Discover. Credit Card fees shall not be passed onto passengers.

(d) The taxicab permit holder or taxicab driver shall disclose fares, fees or rates to the passenger. The taxicab permit holder or taxicab driver may disclose by website, mobile telephone application or telephone orders.

(e) It shall be unlawful for a permit holder or driver to operate any taxicab in the City or County, unless the vehicle is equipped with a Taximeter that meets the requirements of the State of California.

(1) If Hard Meter, each taxicab permit holder shall have the Taximeter set by properly licensed personnel for the rate that he/she will charge and have the Taximeter sealed and inspected.

(2) If Soft Meter, a certificate of approval must be provided by the California Department of Food and Agriculture Division of Measurement Standards

(3) The Taximeter shall calculate fares upon the basis of a combination of mileage traveled and time elapsed. When operative with respect to fare indication, the fare-indicating mechanism shall be actuated by the mileage mechanism whenever the vehicle is in motion at such a speed that the rate of mileage revenue equals or exceeds the time rate, and may be actuated by the time mechanism whenever the vehicle speed is less than this, and when the vehicle is not in motion.

(4) Waiting time shall include all time when a taxicab occupied or engaged by a passenger is not in motion or is traveling at a speed which is slow enough for the time rate to exceed the mileage rate. Waiting time will also include the time consumed while standing at the direction of the passenger or person who has engaged the taxicab.

(5) It shall be the duty of every permit holder operating a taxicab to keep the Taximeter in proper condition so that the Taximeter will, at all times, correctly and accurately indicate the charge for the distance traveled and waiting time. The Taximeter shall be at all times subject to the charge for the distance traveled and waiting time.

(6) The Taximeter shall be at all times subject to inspection by an MTS inspector or any peace officer. The MTS inspector or peace officer is hereby authorized at their instance or upon complaint of any person to investigate or cause to be investigated the Taximeter, and upon discovery of any inaccuracy in the Taximeter, or if the Taximeter is unsealed, to remove or cause to be removed the vehicle equipped with this taximeter from the streets of the City until the Taximeter has been correctly adjusted and sealed. Before being returned to service, the vehicle and Taximeter must be inspected and approved by the Chief Executive Officer.

(7) Any device repairperson who places into service, repairs, or recalibrates a Taximeter shall record the tire size and pressure of the drive wheels of that vehicle, as tested, on the repair person's sticker.

(8) It shall be the duty of the permit holder to ensure the proper device repair person's sticker is affixed to the Taximeter and to ensure the tires are the proper size.

(f) It shall be unlawful for any driver of a taxicab, while carrying exclusive or group ride passengers, to display the flag or device attached to the Taximeter in such a position as to denote that the vehicle is for hire, or is not employed, or to have the flag or other attached device in such a position as to prevent the Taximeter from operating. It shall be unlawful for any driver to throw the flag into a position which causes the Taximeter to record when the vehicle is not actually employed, or to fail to throw the flag or other device into non-recording position at the termination of each and every service.

(g) The Taximeter shall be so placed in the taxicab that the reading dial showing the amount of fare to be charged shall be well-lighted and easily readable by the passenger riding in such taxicab.

(h) It shall be unlawful for any permit holder and/or driver of a taxicab or LSV to demand of a passenger a charge for hire which is greater than the current maximum rate approved by the Board pursuant to Section 2.2 (a) or (b) of this Ordinance.

(i) Except as provided in this section, it shall be unlawful for any permit holder and/or driver to demand of a passenger a charge for hire which is greater than the authorized maximum rate pursuant to Section 2.2 (a) of this Ordinance.

(j) Nothing in this Ordinance shall preclude a dispatch service, permit holder, or driver from agreeing with prospective passenger(s) to a rate of fare which is equal to or less than the maximum rates of fare if the agreement is entered into in advance of the passenger(s) hiring the taxicab for the trip. To ensure the fare agreement is equal to or less than the maximum rates of fare, the taximeter shall remain in recording position until the termination of the trip.

***(Section 2.2 amended 1/20/2022)***

***(Section 2.2 amended 12/12/2019)***

***(Section 2.2 amended 11/8/2018, effective 1/1/2019)***

***(Section 2.2 amended 12/14/2017)***

***(Section 2.2 amended 5/12/2016)***

***(Section 2.2(c)(2) amended 11/15/2012)***

***(Section 2.2(b) amended 4/19/2012)***

***(Section 2.2 amended 8/7/2003)***

***(Section 2.2 amended 5/8/2003)***

***(Section 2.2 amended 11/14/2002)***

***(Section 2.2 amended 6/24/1999)***

***(Section 2.2 amended 9/24/1998; Section 2.2c operative May 1, 1999)***

***(Section 2.2 amended 10/30/1997)***

***(Section 2.2 amended 4/10/1997)***

### Section 2.3 - Equipment and Specifications

(a) No taxicab shall be operated until the taximeter thereon has been inspected, tested, approved and sealed, if applicable, by an authorized representative of the State of California, and thereafter so maintained in a manner satisfactory to the Chief Executive Officer.

(b) Each taxicab may be equipped with a device which plainly indicates to a person outside the taxicab whether the taximeter is in operation or is not in operation.

(c) Mandatory Exterior Markings: The permit holder must display one of the following exterior markings schemes on each taxicab:

(1) Exterior Marking Scheme 1: The following must be displayed if in use of Exterior Marking Scheme 1:

(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both rear doors or both rear quarter panels utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line.

(B) The medallion number shall be painted or permanently affixed, on both rear doors or both rear quarter panels, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability.

(2) Exterior Marking Scheme 2: The following must be displayed if in use of Exterior Marking Scheme 2:

(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both front doors utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line.

(B) The medallion number shall be painted or permanently affixed, on both front doors, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.

(C) The permit holder's trade name and medallion number shall be painted or permanently affixed on the rear of the taxicab, four (4) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. In the event the rear of the vehicle does not have four inches of vertical space for the trade name and medallion number, the rear lettering may be less than four inches, provided that it is easily readable from a distance of 50 feet.

(3) Exterior Marking Scheme 3: Shall only apply to taxicab vehicles with an unladen weight of 6,000 pounds or less. The following must be displayed if in use of Exterior Marking Scheme 3::

(A) The permit holder's trade name shall be permanently affixed to the upper edge of the front and rear windshields and lower part of both left and right rear windows, three (3) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color to produce maximum contrast adequately spaced for maximum readability.

(B) The medallion number shall be permanently affixed on the upper right side of the front windshield, upper left part of the rear windshield, and both right and left rear glass panels. The Medallion number shall be a minimum of (4) inches high utilizing "Univers" or other Chief Executive Officer pre-approved font any in any solid color to produce maximum contrast adequately spaced for maximum readability.

(d) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on their taxicab which must be posted only at the specific location and in the size noted.

(1) Trade Name Logo. If the permit holder chooses to display their trade name logo, the trade name logo shall be posted on the rear portion of both side rear quarter



panels or bottom parts of the front or rear windshields farthest removed from the driver. The logo shall not exceed (6) six inches in diameter.

(2) Dispatch Service Provider. If the permit holder chooses to display the dispatch service provider name or logo, the dispatch service provider name or logo cannot utilize the words "cab" or taxi." The dispatch service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.

(3) Dispatch Service Telephone Number. If permit holder chooses to display the dispatch service telephone number, the telephone number must be no more than three (3) inches in height and posted on the top front portion of both front side quarter panels or lower part of left and right rear windows

(4) "Driver Carries Only \$ \_\_\_\_\_ Change". If the permit holder chooses to post "Driver Carries only \$ \_\_\_\_\_ Change", postings must be located only on rear quarter panels near the rear door but clear of the rates of fare.

(5) "Leased to Driver". If permit holder chooses to post "Leased to Driver," it must be posted only on both side rear quarter panels near the rear door but clear of the rate of fares in lettering no larger than 1 inch.

(6) Body Numbers. If the permit holder chooses to post an internally assigned body number, different from the medallion number, the body number shall be posted in one (1) inch numerals on the front and rear bumpers.

(e) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.

(f) All taxicabs shall be equipped and operated so that they may be dispatched by two-way radio or two-way electronic communication, monitored by a dispatcher, in response to a telephone or other request for service by a prospective passenger.

(1) Means of dispatch device must be turned on, and audible to driver, at all times the taxicab is in service.

(2) Dispatch equipment, such as a two-way radio, cellular phone or tablet, shall be securely mounted within the vehicle in such a way to be visible to peace officers and MTS inspectors and allow for hands-free operation while the vehicle is in motion.

(g) If radio dispatch capability is utilized, the dispatch service must abide by the following: the radio dispatch capability described in paragraph (d) of this section must be provided so as to conform to the regulations of the Federal Communications Commission (FCC) pertaining to Land Transportation Radio Services. Failure to conform to those regulations will additionally constitute a failure to meet the requirements of this section.

(1) The current valid FCC license shall be on file with MTS.

(2) Taxicab permit holder shall provide current proof the radio or electronic device has passed inspection by an MTS-approved inspector.

(3) Taxicab radios shall have the capability to receive or transmit only on frequencies specified in the FCC license of the radio service subscribed to by the permit holder.

(h) Each permit holder shall equip each permitted taxicab with a device capable of electronically processing credit card transactions. The device must be visible to all passengers and must allow the passenger to operate the payment device independently of the driver, without having to hand the credit card to the driver. The device must be fully operational at all times. The permit holder dispatch service, or driver shall be the merchant of record associated with the device. Any means of electronic credit card acceptance is acceptable so long as it complies with the provisions set forth in Section 1.8 (s).

***(Section 2.3 amended 1/20/2022)***

***(Section 2.3 amended 11/12/2020)***

***(Section 2.3 amended 12/12/2019)***

***(Section 2.3 amended 11/8/2018, effective 1/1/2019)***

***(Section 2.3 amended 12/14/2017)***

***(Section 2.3 amended 10/13/2016)***

***(Section 2.3 amended 5/12/2016)***

***(Section 2.3 amended 2/12/2015)***

***(Section 2.3 amended 11/15/2012)***

***(Section 2.3 amended 6/27/2002)***

***(Section 2.3 amended 9/24/1998; Section 2.3c operative May 1, 1999)***

***(Section 2.3 amended 6/27/1991; effective 7/27/1991)***

***(Section 2.3 amended 4/10/1997)***

#### Section 2.4 - Operating Regulations

(a) Operating regulations shall be promulgated and adopted from time to time by resolution of the Board. These resolutions will have the force of law and will be published and processed as though set forth in this Ordinance.

(b) Any driver employed to transport passengers to a definite point shall take the most direct route possible that will carry the passenger to the destination safely and expeditiously.

(c) A failure of the driver of any taxicab or LSV to assist a passenger with the loading or unloading of a reasonable size, number, and kind of passenger luggage or other items, when requested to do so, shall be specifically defined as a violation of this section.

(1) A driver is not required to lift any single piece of passenger luggage or other item that exceeds 25 pounds in weight. The requirement for loading or unloading assistance shall be limited to retrieval from or deposit onto the nearest curbside adjacent to the legally parked taxicab or LSV. A sign in the form of a transparent decal may be affixed to the rear-door, side window stating that, "DRIVER IS NOT REQUIRED TO LOAD LUGGAGE IN EXCESS OF 25 POUNDS PER ITEM OR OF A SIZE OR KIND THAT WILL NOT SAFELY FIT IN THE DESIGNATED LUGGAGE AREA OF THIS VEHICLE."

(2) A driver with a disability that prevents them from handling items as defined in subsection (1) above must receive prior approval from MTS and provide supporting documentation of such a disability. After receiving MTS approval, a driver may affix a small sign either in the passenger section of the vehicle to be clearly visible to a rear seat passenger or on the inside of the trunk cover lid stating that, "DRIVER HAS DISABILITY THAT PREVENTS HANDLING OF LUGGAGE."

(d) It shall be unlawful for taxicab operators to refuse or discourage a prospective or actual fare based upon trip length within City or County, or method of payment. Driver shall not refuse payment by credit card.

(1) A vehicle designated as an LSV may refuse a prospective or actual fare if the trip distance is outside allowed areas of operations.

(2) A failure to promptly dispatch (within the standards required by Sections 2.6(a)(1), (2), and (3) of this Ordinance), or any action by a driver of any taxicab or LSV to refuse or discourage a prospective or actual passenger who must transport foodstuffs or who must meet a medical appointment, irrespective of trip length, shall be specifically defined as a violation of this section so long as that prospective passenger has notified the dispatch service of this circumstance at the time a request for taxi service was made.

(e) No driver of any taxicab or LSV shall stop, park, or otherwise leave standing a taxicab or LSV on the same side of the street in any block in which taxicabs or LSVs are already stopped, parked, or otherwise standing except the taxicab or LSV may actively unload in a passenger loading zone or be parked in a marked taxi/LSV stand.

(f) No driver shall stop, park or otherwise leave standing a taxicab or LSV within one-hundred (100) feet of any other taxicab or LSV except in a marked taxi/LSV stand or while actively loading or unloading passengers.

(g) An out-of-service sign must be displayed when the taxicab or LSV is not available for hire and is being operated or is lawfully parked for purposes of maintenance, inspection, or personal use. The sign must be placed in a location in the vehicle that is clearly visible from the exterior of the vehicle. The sign must be of durable material and written in block letters in black ink and easily readable from a distance of not less than ten (10) feet.

(h) A taxicab driver may seek passengers by driving through any public street or place without stops, other than those due to obstruction of traffic, and at such speed as not to interfere with or impede traffic.

(i) It shall be unlawful, however, for the driver to seek passengers by stopping at or driving slowly in the vicinity of an entertainment center or transportation center or any other location of public gathering, in such a manner as to interfere with public access to or departure from that center or location, or so as to interfere with or impede traffic.

(j) It shall also be unlawful for a taxicab or LSV driver, having parked and left their taxicab or LSV, to solicit patronage among pedestrians on the sidewalk, or at any entertainment center, transportation center, or other location of public gathering.

(k) No person shall solicit passengers for a taxicab or LSV other than the driver thereof; however, the Chief Executive Officer may authorize a dispatcher to solicit passengers and assist in loading passengers at such times and places as, in their discretion, public service and traffic conditions require.

(l) It shall be unlawful for the driver or operator of any taxicab or LSV to remain standing in any established taxicab or LSV stand or passenger loading zone, unless the driver or operator remains within twelve (12) feet of their taxicab or LSV, except when the driver or operator is actually engaged in assisting passengers to load or unload.

(m) Only paying passengers and persons specifically authorized by the Chief Executive Officer may occupy a taxicab or LSV that is already occupied by a paying passenger. No driver, once a paying passenger has occupied the taxicab or LSV, shall permit any other nonpaying passenger to occupy or ride in the taxicab or LSV.

(n) It shall be unlawful to respond to a call for service dispatched to another operator except when an LSV refers service to another operator because the trip distance is outside of the approved area of jurisdiction.

(o) The taxicab or LSV driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name, taxicab or LSV number, date, time, beginning odometer reading, starting and ending locations, type of service provided, and fare paid for each trip provided.

(1) The daily trip log shall consist, at a minimum, of a five- by seven-inch paper form retained on a stiff-board writing surface with ruled lines and columns sufficient to contain the required information. All entries will be in black or dark blue ink, block letters, and be clearly legible. Colored paper that is lightly shaded is allowed provided there is sufficient contrast for entries to be easily read. Onboard electronically generated reports that meet the legibility requirements are acceptable.

(2) The driver shall deliver trip logs to the permit holder upon request or at a weekly interval, whichever is less.

(3) If a taxicab, the trip log shall be retained for at least 18 months.

(p) All operating regulations set forth in Section 1.8 apply.

(q) The permit holder or the driver of the taxicab shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, with an application of a mobile phone, device, or other internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

***(Section 2.4 amended 1/20/2022)***

***(Section 2.4 amended 11/8/2018, effective 1/1/2019)***

***(Section 2.4 amended 12/14/2017)***

***(Section 2.4 amended 10/13/2016)***

***(Section 2.4 amended 5/12/2016)***

***(Section 2.4 amended 2/12/2015)***

***(Section 2.4 amended 11/15/2012)***

***(Section 2.4 amended 8/7/2003)***

***(Section 2.4 amended 11/14/2002)***

***(Section 2.4 amended 6/24/1999)***

***(Section 2.4 amended 2/13/1997)***

***(Section 2.4 amended 6/27/1991; effective 7/27/1991)***

## **Section 2.5 - Stands**

(a) The Chief Executive Officer may establish, locate and designate shared use taxicab/LSV stands for one or more taxicabs/LSVs, which stands when so established shall be appropriately designated "Taxis/LSVs Only." The operating regulations of this Ordinance shall apply

to such stands and to taxicab/LSV stands established by the San Diego Unified Port District in areas under its jurisdiction within the City.

(b) Each taxicab or LSV stand established hereunder may be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer.

(c) Any individual, partnership, association, or other organization may petition MTS requesting that a new taxicab/LSV stand be established, or that the location of an existing taxicab/LSV stand be changed to another location. A nonrefundable filing fee to be determined by the Chief Executive Officer must be paid at the time the petition is submitted.

(d) It shall be unlawful for a vehicle other than a taxicab or LSV with a proper MTS taxicab or LSV permit to occupy a taxi/LSV stand.

(e) LSVs may only occupy taxicab stands that are specially signed, designated their approved use.

**(Section 2.5 amended 11/15/2012)**  
**(Section 2.5 amended 8/7/2003)**

#### Section 2.6 - Dispatch Services

(a) In order to provide taxicab dispatch service required by Section 2.3(d, e), the dispatch service organization adding or changing subscribers after July 1, 1991 shall establish and conform to written policies and procedures concerning the following:

- (1) Standard time elapse for answering the telephone service-request line(s).
- (2) Standard time elapse for the taxicab's arrival at requested pick-up location.
- (3) Passenger's request for a specific driver ("personals").
- (4) Additional two-way communication devices (mobile or cellular phones) in taxicabs
- (5) Lost and found for passengers' items.
- (6) Assignment of vehicle body numbers.
- (7) Immediately notify the permit holder of all lost items and inquiries.

Current written policies and procedures shall be available to subscribers from the radio dispatch organization, and on file with MTS.

(b) Dispatch service organizations shall, be able to receive and respond to service requests or other operational questions 24 hours a day, have dispatch staff on duty for lost and found pick-ups and drop offs during reasonable hours or by appointment, at a preapproved physical commercial business location, answer telephone-request line(s), properly dispatch those requests to all members, provide radio response to all licensed radio frequencies/channels, and respond to direct requests from drivers, permit holders, and MTS as well as law enforcement and local regulatory agencies.

(c) Dispatch services shall keep written records of all requests for taxi service, calls dispatched, and the time(s) each taxicab goes in and out of service. These records shall be kept on file for a minimum of six (6) months, and made available to MTS, upon request.

(d) No person, partnership, corporation, association, other organization providing radio or other dispatch service shall dispatch a request for service to a driver, owner, or vehicle unless the driver, owner, and vehicle are properly licensed to provide the service requested.

(e) The Chief Executive Officer may, at any time, revoke or suspend the taxicab privileges of or fine any person, partnership, corporation, association, other organization providing radio or other dispatch service that violates a provision of this ordinance.

***(Section 2.6 amended 11/12/2020)***

***(Section 2.6 amended 11/8/2018, effective 1/1/2019)***

***(Section 2.6 amended 12/14/2017)***

***(Section 2.6 amended 10/13/2016)***

***(Section 2.6 amended 11/15/2012)***

***(Section 2.6 amended 8/7/2003)***

***(Section 2.6 amended 9/24/1998)***

***(Section 2.6 added 6/27/1991; effective 7/27/1991)***

#### Section 2.7 - Driver Safety Requirements

(a) No taxicab vehicle shall be operated unless such vehicle is equipped with an emergency signaling or any other emergency electronic communication device approved by the Chief Executive Officer.

(b) No taxicab vehicle may be operated with window tinting, shades, or markings that could interfere with a clear view of the cab interior from the outside, unless equipped by the vehicle manufacturer and approved by an MTS inspector.

(c) Taxicab dispatch services required by Section 2.3 shall at all times have a dispatch staff person on duty who has successfully completed a driver safety training course approved by the Chief Executive Officer.

(d) The use of a cellular phone or other similar electronic device by drivers is prohibited at all times when the vehicle is in motion. Otherwise, California Vehicle Code rules apply.

***(Section 2.7 amended 11/12/2020)***

***(Section 2.7 amended 11/8/2018, effective 1/1/2019)***

***(Section 2.7 amended 12/14/2017)***

***(Section 2.7 amended 10/13/2016)***

***(Section 2.7 amended 5/12/2016)***

***(Section 2.7 amended 11/15/2012)***

***(Section 2.7 amended 8/7/2003)***

***(Section 2.7 added 9/24/1998)***

#### Section 2.8 – Prearranged Trips by Taxicabs

(a) A Prearranged Trip shall mean a trip using an online enabled application, dispatch or Internet Web site.

(b) A MTS taxicab permit holder may provide Prearranged Trips anywhere within San Diego County.

(c) A taxicab not permitted by MTS, but permitted by another authorized agency within San Diego County, may provide Prearranged Trips within City or County. MTS will not require such a taxicab to apply for a permit with MTS if the taxicab is not Substantially Located in City or County. MTS will require such a taxicab to comply with mechanical safety regulations within Section 1.8 (g) as a public health, safety and welfare measure.

***(Section 2.8 amended 11/12/2020)***

***(Section 2.8 amended 2/14/2019)***

***(Section 2.8 added 11/8/2018, effective 1/1/2019)***

## SECTION 3.0 - CHARTER VEHICLES

### Section 3.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for charter services.

(b) If a permit holder desires to change the rates of fare being charged for charter services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for charter services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(d) The rates of fare shall be established by a prearranged written contract on a per-mile or per-hour basis.

***(Section 3.1 amended 1/20/2022)***

***(Section 3.1 amended 4/10/1997)***

### Section 3.2 - Operating Regulations

(a) It shall be unlawful for any charter vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.

(b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.

(c) The charter for-hire vehicle driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name and the medallion number on the vehicle. In addition, the trip log shall identify the scheduling parties by name, date, and time of the prearranged hire. If the trip is medical in nature, the passenger's name may be omitted.

(d) All other operating regulations defined in Section 1.8 apply.

***(Section 3.2 amended 12/14/2017)***

**(Section 3.2 amended 11/14/2002)****SECTION 4.0 - SIGHTSEEING VEHICLES****Section 4.1 - Rates of Fare**

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder of sightseeing vehicle services.

(b) If a permit holder desires to change the rates of fare being charged for sightseeing services during any calendar year, the permit holder shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said changes.

(c) No permit holder shall charge any rate of fare for sightseeing services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(d) The rate of fare shall be established on a per capita or per event basis.

**(Section 4.1 amended 11/8/2018, effective 1/1/2019)****(Section 4.1 amended 4/10/1997)****Section 4.2 - Operating Regulations**

(a) It shall be unlawful for any sightseeing vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.

(b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.

(c) All other operating regulations defined in Section 1.8 apply, except Section 1.8 (x).

**(Section 5.0 amended 11/12/2020)****SECTION 5.0 - NONEMERGENCY MEDICAL VEHICLES****Section 5.1 - Rates of Fare**

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for nonemergency medical vehicle services.

(b) If a permit holder desires to change the rates of fare being charged for nonemergency medical vehicle services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for nonemergency medical vehicle services unless said rates are on file with the Chief Executive Officer as aforesaid.



(d) The rate of fare for exclusive ride service shall be established on a per capita plus per mile basis.

(e) The rates of fare for shared ride service shall be established on a per capita plus per mile basis, or on a per capita plus per zone basis.

***(Section 5.1 amended 1/20/2022)***

***(Section 5.1 amended 12/14/2017)***

***(Section 5.1 amended 4/10/1997)***

#### Section 5.2 - Operating and Equipment Regulations

(a) It shall be unlawful for any nonemergency medical vehicle to remain standing on any public street in the City, except when enabling passengers to load or unload.

(b) All other operating regulations defined in Section 1.8 apply.

(c) Special equipment on a nonemergency medical vehicle shall, at all times the vehicle is in operation, be in proper working order. Such vehicles equipped with wheelchair ramps or lifts shall have proper device(s) to secure each wheelchair on board.

(d) The permit holder is responsible for ensuring that the driver of a nonemergency medical vehicle is properly trained:

(1) in the use of any of the vehicle's special equipment;

(2) concerning supervision of or assistance to the disabled passengers whom the driver is to transport.

***(Section 5.2 amended 6/22/1995)***

***(Section 5.2 amended 6/24/1993)***

#### Section 5.3 - Driver Identification Cards

In addition to the requirements set forth in Section 1.12, nonemergency medical vehicle drivers shall acquire and maintain valid proof of proper first-aid and CPR training.

***(Section 5.3 added 6/24/1993)***

### SECTION 6.0 - JITNEY VEHICLES

#### Section 6.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for jitney services.

(b) If a permit holder desires to change the rates of fare being charged for jitney services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for jitney services unless said rates are on file with the Chief Executive Officer and duly displayed.

(d) The rates of fare shall be established on a per capita basis.

***(Section 6.1 amended 1/20/2022)***

***(Section 6.1 amended 11/8/2018, effective 1/1/2019)***

***(Section 6.1 amended 4/10/1997)***

## Section 6.2 - Jitney Routes

(a) A permit holder who wishes to provide a fixed route service shall apply to the Chief Executive Officer for authorization to serve a defined route with a specific vehicle. No for-hire vehicle may be operated as a jitney until it has met all other requirements of this Ordinance and has been approved for service on a specific fixed route. A jitney may be authorized to serve more than one route; however, a jitney may provide fixed route service on only those routes which the Chief Executive Officer has approved in writing for that vehicle.

(b) The application for a fixed route shall be in writing and shall contain the following information:

(1) A description of the vehicle(s) which will be utilizing the route;

(2) A detailed written description of the route, to include starting location, ending location, and the street name and direction of travel for all streets to be used in the route;

(3) A map in sufficient detail to clearly indicate the proposed route;

(4) The fare to be charged; and

(5) Such other information as the Chief Executive Officer may, in their discretion, require.

(c) Upon approval of a fixed route by the Chief Executive Officer, the permit holder shall display a representation of the route, the fare, and the permit holder's trade name on each side of the vehicle in letters large enough to be easily read by potential customers in accordance with the standards established by the Chief Executive Officer under Section 6.5 of this Ordinance. Only one (1) route may be displayed on a vehicle at any time.

(d) If a permit holder wishes to alter their approved fixed route(s), they must apply in writing to the Chief Executive Officer, submitting the information required in Section 6.2 (b).

(e) The Chief Executive Officer may, in their discretion, place conditions on the approval of fixed routes.

(f) The Chief Executive Officer may change a route that has been approved previously when the Chief Executive Officer finds it necessary to do so. A change of route may be necessary when a street has been closed temporarily or permanently because of construction, or the direction of a street has been changed, or a street has been vacated, or for similar reasons as determined by the Chief Executive Officer. The Chief Executive Officer shall notify in writing any permit holder whose route has been changed. The Chief Executive Officer's change of a route is subject to appeal under Section 1.16 of this Ordinance.

(g) Except as provided for within this subsection, an approved fixed route may not be transferred to another vehicle or permit holder. A permit holder may receive approval for a vehicle that is replacing a jitney already in service to use the approved fixed routes of the replaced vehicle.

(h) A permit holder may apply for a non-fixed, flexible route within an MTS determined geographic boundary and operational timeframe that MTS determines to be beneficial to passengers and businesses located within such boundaries. The application for a non-fixed, flexible route shall be in writing and shall contain the following information:

- (1) A description of the vehicle(s) which will be utilizing the route;
- (2) A map in sufficient detail to clearly indicate the proposed operation within the MTS approved geographic boundary;
- (3) The fare to be charged; and
- (4) Such other reasonable information as the Chief Executive Officer may, in their discretion, require.

***(Section 6.2 amended 1/20/2022)***

***(Section 6.2 amended 11/12/2020)***

***(Section 6.2 amended 11/14/2002)***

### Section 6.3 – Operating Regulations

(a) It is unlawful for any jitney to remain standing on any public street in the City, except when enabling passengers to load or unload, or except when standing in a jitney holding zone for the time period established by MTS.

(b) It is unlawful for any person including, but not limited to, a jitney owner, driver, or agent thereof, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway, airport, or light rail transit station.

(c) A peace officer or MTS inspector may authorize a dispatcher to solicit passengers and assist with loading passengers at such times and places as, in his/her discretion, public service and traffic conditions require.

(d) Except when a driver or operator is actually engaged in assisting passengers to load or unload, a jitney driver or operator must remain within twelve (12) feet of his/her jitney while the jitney is in service.

(e) It is unlawful for a jitney vehicle to operate a fixed route service on other than that route designated by the Chief Executive Officer.

(f) It shall be unlawful for a jitney driver to load or unload passengers in any place other than an authorized jitney stop, bus stop, or passenger loading zone.

(g) All other operating regulations defined in Section 1.8 apply.

***(Section 6.3 amended 11/14/2002)***

### Section 6.4 - Jitney Holding Zones

(a) The Chief Executive Officer may, by resolution, locate and designate holding zones for one (1) or more jitneys, which holding zones when so established, shall be designated by appropriate signs. The operating regulations of Section 6.3 shall apply to any holding zones so established, and to holding zones established by the San Diego Unified Port District in areas under its jurisdiction. The Chief Executive Officer may, by their discretion, establish the maximum number of jitneys permitted to remain standing at one time in a holding zone.

(b) Each holding zone established hereunder shall be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer. The Chief Executive Officer shall adopt written standards to determine whether to allow holding zones to be in operation fewer than twenty-four (24) hours every day. If a holding zone is to be in operation fewer than twenty-four (24) hours every day, the Chief Executive Officer shall cause signs to be posted at or near the holding zone indicating the hours and days of operation.

(c) The Chief Executive Officer may, on their own motion, establish holding zones.

(d) Any individual, partnership, corporation, association or other organization may petition MTS requesting that a new holding zone be established. The petition must be filed in writing with the Chief Executive Officer or his/her designee. The petition must state the reason for the request and the proposed location(s). The Board may approve, deny, or modify the request.

(e) Whether initiated by the Chief Executive Officer under Subsection (c) of this section or by persons described in Subsection (d) of this section, before any holding zone is established, the proposed location of any holding zone must be reviewed by the Traffic Engineer of the City. The Traffic Engineer shall report his/her recommendations to approve, deny, or modify the proposed location in writing to the Chief Executive Officer. The Traffic Engineer's report shall include a statement of reasons supporting the recommendation to the Chief Executive Officer.

(f) The Chief Executive Officer shall, by resolution, establish a maximum time limit for individual jitneys to remain standing in any holding zone. The time limit shall apply uniformly to all holding zones.

(g) It shall be unlawful for a vehicle other than a jitney with a proper MTS jitney permit to occupy a jitney holding zone.

***(Section 6.4 amended 1/20/2022)***

***(Section 6.4 amended 11/15/2012)***

#### Section 6.5 - Equipment and Specifications

(a) Each jitney shall bear on the outside, signs clearly designating the route which it serves. The specifications of the sign are subject to the approval of the Chief Executive Officer. The Chief Executive Officer shall adopt written standards for approval or denial of the size of the signs, the location of the signs on the vehicle, the size of the lettering or graphics on the signs, and other specifications that the Chief Executive Officer finds necessary.

(b) All jitney vehicles must bear a trade name and shall be assigned a body number by the permit holder. The trade name and body number so assigned shall be placed on the vehicle in accordance with written standards adopted by the Chief Executive Officer.

Any violation of this Ordinance shall constitute an infraction unless otherwise specified.

## SECTION 7.0 – LOW-SPEED VEHICLES

### Section 7.1 – Low-Speed Vehicle (LSV) Definition

Low-Speed Vehicles (LSV) shall mean every vehicle that is designated per the requirements of Ordinance No. 11, Section 1.1(r). LSVs may operate by zones and/or a prearranged basis as set forth in Section 1.1 (b) (1)-(5).

***(Section 7.1 amended 2/14/2019)***

***(Section 7.1 amended 11/8/2018, effective 1/1/2019)***

***(Section 7.0 and 7.1 added 8/7/2003)***

### Section 7.2 – Establishment of Zones

The Chief Executive Officer shall establish and authorize the use of zones of operation.

***(Section 7.2 added 8/7/2003)***

### Section 7.3 – Zone Rates of Fare

(a) All vehicles permitted as LSV may use two methods of seeking compensation, either by zone rates or on a prearranged basis. Either method may be used when working inside of an approved zone. However, when operating on a prearranged charter basis, within an approved zone, no operator may exceed the maximum number of vehicles that are permitted.

(b) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for LSV services.

(c) When a permit holder desires to change the rates of fare being charged for LSV services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(d) No permit holder shall charge any rate of fare for LSV services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(e) The rates of fare shall be established by a zone and/or prearranged written contract on a per-mile or per-hour basis.

(f) The maximum rates of fare shall be established pursuant to Section 2.2.

***(Section 7.3 amended 1/20/2022)***

***(Section 7.3 amended 10/13/2016)***

***(Section 7.3 added 8/7/2003)***

### Section 7.4 – Spare Vehicle Policy

(a) The following sets out procedures for LSV permit holders to place a spare vehicle into service as either a temporary replacement for a permitted vehicle that is out of service for recharging or mechanical problems.

(1) Spare LSVs must be marked with the approved company markings.

(2) In place of the medallion number, the spare LSV must be marked "Spare LSV." Where more than one spare LSV is being requested, under the provisions of paragraph 9, the LSVs will be marked "Spare LSV 1," "Spare LSV 2," and so on. The "Spare LSV" marking should be sized to fit in approximately the same space as the medallion number would otherwise be placed with legibility and visibility being the primary criteria.

(3) Spare LSVs must be inspected upon initial issuance and annually thereafter.

(4) All spare LSVs must meet all MTS insurance requirements.

(5) To use a spare LSV that meets the requirements of 1 through 4 above, the permit holder must communicate in writing (facsimile is acceptable), a request to place a spare LSV into service.

The request must state:

(A) the medallion number of the LSV being taken out of service, the reason for being out of service, and the location of the out-of-service LSV; and

(B) the estimated time the spare LSV will be in use.

(6) When the out-of-service LSV is ready to re-enter service, the permit holder must immediately notify MTS in writing (facsimile is acceptable).

(7) The out-of-service LSV may not be required to be reinspected to be placed back into service.

(8) The spare LSV must be removed from service at the time the LSV it has been replacing is placed back into service.

(9) Under normal circumstances, a permit holder may utilize spare LSVs. Permit holders may utilize spare LSVs in a ratio of 3:1 permits held.

(10) Spare LSVs that are placed in service may only operate inside of the MTS-approved zone or zones. A permit holder shall not operate more spare vehicles than he/she has regular permitted vehicles.

(11) A permit holder found to have operated a spare LSV in deliberate violation of these procedures will be subject to immediate suspension/revocation of the permit and the loss of the spare LSV utilization privilege.

***(Section 7.4 amended 10/13/2016)***

***(Section 7.4 amended 10/16/2003)***

***(Section 7.4 added 8/7/2003)***

#### **Section 7.5 – LSV Driver Identification Cards**

(a) Refer to Section 1.12 of this Ordinance to reference driver and permit holder ID requirements.

***(Section 7.5 added 8/7/2003)***

Section 7.6 - Equipment and Specifications

(a) Each LSV shall display whether out of service in accordance with section 2.4 (g) of this Ordinance, which shall indicate to a person outside the LSV whether the LSV is in operation or is not.

(b) Exterior Markings

(1) Mandatory Exterior Vehicle Markings. The medallion number shall be painted or permanently affixed, on the front of the vehicle, one (1) inch below the permit holder's trade name, two (2) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.

(2) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on their LSV which must be posted only at the specific location and in the size noted and are subject to the Chief Executive Officer's approval.

(A) Trade Name Logo. If the permit holder chooses to display their trade name logo, the trade name logo shall be posted only on the rear portion of both side rear quarter panels.

(B) Radio Service Provider. If the permit holder chooses to display the radio service provider name or logo, the radio service provider name or logo cannot utilize the words "cab" or taxi." The radio service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.

(C) Telephone Number. If permit holder chooses to display a telephone number, the telephone number must be no more than two (2) inches in height and posted only on the top front portion of both front side quarter panels.

(D) "Driver Carries Only \$\_\_\_\_\_ Change". If the permit holder chooses to post "Driver Carries only \$\_\_\_\_\_ Change", postings must be located only on panels near the rear door but clear of the rates of fare.

(E) "Leased to Driver". If permit holder chooses to post "Leased to Driver," it must be posted only on both rear quarter panels near the rear door area but clear of the rate of fares in lettering no larger than 1 inch.

(3) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.

(c) All LSVs shall be equipped and operated so that they have adequate means of electronic communication during business hours. The LSV company business address shall serve as the storefront for the purpose of handling lost and found items. All other operational requirements shall be met as set forth in section 1.8 (c).

**(Section 7.6 amended 1/20/2022)**

**(Section 7.6 amended 11/8/2018, effective 1/1/2019)**

**(Section 7.6 amended 12/14/2017)**

**(Section 7.6 amended 10/4/2016)**

**(Section 7.6 added 8/7/2003)**

## SECTION 8 - EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be effective 30 days after adoption, and before the expiration of 15 days after its passage, this Ordinance shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

Amended: 12/8/2022

Amended: 1/20/2022

Amended: 11/12/2020

Amended: 12/12/2019

Amended: 10/10/2019

Amended: 2/14/2019

Amended: 11/8/2018

Amended: 9/20/2018

Amended: 12/14/2017

Amended: 10/13/2016

Amended: 5/12/2016

Amended: 9/17/2015

Amended: 2/12/2015

Amended: 11/15/2012

Amended: 4/19/2012

Amended: 10/16/2003

Amended: 8/7/2003

Amended: 5/8/2003

Amended: 11/14/2002

Amended: 6/27/2002

Amended: 5/23/2002

Amended: 6/24/1999

Amended: 9/24/1998

Amended: 10/30/1997

Amended: 4/10/1997

Amended: 2/13/1997

Amended: 11/9/1995

Amended: 6/22/1995

Amended: 1/12/1995

Amended: 6/24/1993

Amended: 6/27/1991

Amended: 5/23/1991

Amended: 10/11/1990

Repealed & Readopted: 8/9/1990

Amended: 4/12/1990

Amended: 4/27/1989

Adopted: 8/11/1988





## Agenda Item No. 16

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

December 8, 2022

#### SUBJECT:

APPROVE THE FISCAL YEAR (FY) 2022-23 STATE TRANSIT ASSISTANCE (STA) CLAIM  
AND STA INTEREST CLAIM

#### RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors adopt Resolution No. 22-17 (Attachment A) approving the FY 2022-23 STA claim.

#### Budget Impact

The FY 2022-23 STA claim would result in the approval of \$40,374,986 in FY 2022-23 STA funds for MTS to be utilized in the FY 2023 operating and capital budgets.

#### DISCUSSION:

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

The California State Controller's Office (SCO) projects total sales tax revenues for the coming fiscal year and the resulting STA revenue pool, and then estimates the allocation to each transportation entity. The SCO projects MTS will receive FY 2022-23 STA funding of \$40,374,986 (Attachment B).

State law and MTS Policy No. 20, "Allocation of State Transit Assistance Funds", requires that priority consideration be given to STA claims for the following purposes:



- to enhance existing public transportation services;
- to meet priority regional, county, or area-wide public transportation needs;
- to offset reductions in federal operating assistance and unanticipated increases in fuel costs.

STA revenues have been volatile in the past, and for that reason, the MTS Board has taken a conservative approach to use and programming these funds. Typically, the majority of these revenues are directed into the MTS Capital Improvement Program (CIP). For FY 2023, the MTS Board of Directors have approved \$19.7M into the FY 2023 CIP, and the balance is earmarked for the FY 2023 Operating Budget.

Since these STA revenue allocations are based on sales tax revenue projections, in certain instances, it may be necessary to revise the original STA claim. MTS will claim up to the amount authorized by the attached Board resolution (Attachment A), and any revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, the un-programmed amount will be discussed with the Budget Development Committee and the MTS Board.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution No. 22-17 approving the FY 2022-23 STA claim.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment:   A. MTS Resolution No. 22-17  
                  B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 22-17

Resolution Approving the San Diego Metropolitan Transit System Area Fiscal Year 2022-23 State Transit Assistance Claim

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that its eligible STA allocation for Fiscal year 2022-23 is \$40,374,986; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan* and *Transportation Improvement Program*; and

WHEREAS MTS is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportations funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from fare revenue requirements through fiscal years 2021-2022 and 2022-2023); and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from efficiency standards through fiscal years 2021-2022 and 2022-2023);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2022-23 STA amounts totaling \$40,374,986.

PASSED AND ADOPTED by the Board of Directors this 8<sup>th</sup> day of December, 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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General Counsel  
San Diego Metropolitan Transit System

Resolution 22-17

**STATE CONTROLLER'S OFFICE**  
**2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE**  
**SUMMARY**  
**AUGUST 1, 2022**

Att.B, AI 16, 12/8/22

Regional Entity	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate		PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate		PUC 99314 Fiscal Year 2022-23 Estimate	Total Fiscal Year 2022-23 Estimate
	<b>A</b>		<b>B</b>		<b>C</b>	<b>D= (A+B+C)</b>
Metropolitan Transportation Commission	\$	50,868,237	\$	42,277,245	\$ 256,881,538	\$ 350,027,020
Sacramento Area Council of Governments		13,223,357		10,990,102	8,308,238	32,521,697
San Diego Association of Governments		6,334,300		5,264,518	2,855,611	14,454,429
San Diego Metropolitan Transit System		15,628,692		12,989,207	11,757,087	40,374,986
Tahoe Regional Planning Agency		720,950		599,191	75,753	1,395,894
Alpine County Transportation Commission		8,018		6,663	1,080	15,761
Amador County Transportation Commission		269,230		223,761	17,174	510,165
Butte County Association of Governments		1,346,974		1,119,487	136,666	2,603,127
Calaveras County Local Transportation Commission		300,979		250,148	6,684	557,811
Colusa County Local Transportation Commission		145,696		121,090	11,856	278,642
Del Norte County Local Transportation Commission		181,848		151,136	17,213	350,197
El Dorado County Local Transportation Commission		1,161,532		965,364	145,623	2,272,519
Fresno County Council of Governments		6,756,469		5,615,388	2,241,651	14,613,508
Glenn County Local Transportation Commission		192,083		159,643	10,020	361,746
Humboldt County Association of Governments		903,078		750,560	275,743	1,929,381
Imperial County Transportation Commission		1,198,124		995,777	208,972	2,402,873
Inyo County Local Transportation Commission		126,795		105,381	0	232,176
Kern Council of Governments		6,078,599		5,052,002	681,150	11,811,751
Kings County Association of Governments		1,015,689		844,152	74,517	1,934,358
Lake County/City Council of Governments		450,356		374,297	41,982	866,635
Lassen County Local Transportation Commission		202,265		168,105	15,727	386,097
Los Angeles County Metropolitan Transportation Authority		65,884,341		54,757,322	158,798,494	279,440,157
Madera County Local Transportation Commission		1,051,587		873,987	64,089	1,989,663
Mariposa County Local Transportation Commission		113,880		94,647	6,144	214,671
Mendocino Council of Governments		601,297		499,746	80,596	1,181,639
Merced County Association of Governments		1,899,706		1,578,870	166,970	3,645,546
Modoc County Local Transportation Commission		58,059		48,254	9,060	115,373
Mono County Local Transportation Commission		89,387		74,291	237,678	401,356
Transportation Agency for Monterey County		2,897,723		2,408,335	1,652,628	6,958,686
Nevada County Local Transportation Commission		676,413		562,176	58,251	1,296,840
Orange County Transportation Authority		21,127,441		17,559,288	13,868,444	52,555,173
Placer County Transportation Planning Agency		2,122,803		1,764,288	556,091	4,443,182
Plumas County Local Transportation Commission		126,554		105,181	35,937	267,672
Riverside County Transportation Commission		16,272,114		13,523,963	4,880,026	34,676,103
Council of San Benito County Governments		437,475		363,591	12,740	813,806
San Bernardino County Transportation Authority		14,616,123		12,147,648	5,659,515	32,423,286
San Joaquin Council of Governments		5,240,014		4,355,043	2,171,881	11,766,938
San Luis Obispo Area Council of Governments		1,875,540		1,558,785	236,073	3,670,398
Santa Barbara County Association of Governments (SBCAG)		2,974,209		2,471,903	1,373,919	6,820,031
Santa Cruz County Transportation Commission		1,780,955		1,480,174	2,935,847	6,196,976
Shasta Regional Transportation Agency		1,206,155		1,002,451	114,274	2,322,880
Sierra County Local Transportation Commission		21,573		17,930	1,496	40,999
Siskiyou County Local Transportation Commission		292,835		243,379	22,834	559,048
Stanislaus Council of Governments		3,671,066		3,051,070	381,905	7,104,041
Tehama County Transportation Commission		434,622		361,220	16,376	812,218
Trinity County Transportation Commission		107,052		88,972	6,414	202,438
Tulare County Association of Governments		3,173,641		2,637,654	615,058	6,426,353
Tuolumne County Transportation Council		369,408		307,019	17,104	693,531
Ventura County Transportation Commission		5,569,756		4,629,096	1,650,371	11,849,223
Subtotals	\$	261,805,000	\$	217,589,500		
State Totals			\$	479,394,500	\$ 479,394,500	\$ 958,789,000

**STATE CONTROLLER'S OFFICE**  
**2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**AUGUST 1, 2022**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2022-23 Estimate
		Fiscal Year 2022-23 Estimate <b>A</b>	Fiscal Year 2022-23 Estimate <b>B</b>	<b>C= (A+B)</b>
<b>Altamont Corridor Express*</b>				
Alameda County Congestion Management Agency	\$ NA	\$ 204,767	\$ 170,184	\$ 374,951
Santa Clara Valley Transportation Authority	NA	118,135	98,184	216,319
San Joaquin Regional Rail Commission	NA	661,554	549,826	1,211,380
Regional Entity Totals	0	984,456	818,194	1,802,650
	0	(984,456)	(818,194)	(1,802,650)
<b>Metropolitan Transportation Commission</b>				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	93,410,864	77,634,969	171,045,833
Central Contra Costa Transit Authority	12,684,408	582,967	484,512	1,067,479
City of Dixon	123,850	5,692	4,731	10,423
Eastern Contra Costa Transit Authority	6,132,724	281,856	234,254	516,110
City of Fairfield	2,250,751	103,443	85,973	189,416
Golden Gate Bridge Highway and Transportation District	138,827,667	6,380,433	5,302,860	11,683,293
Livermore-Amador Valley Transit Authority	6,084,421	279,636	232,409	512,045
Marin County Transit District	23,726,064	1,090,435	906,275	1,996,710
Napa Valley Transportation Authority	1,722,522	79,166	65,796	144,962
Peninsula Corridor Joint Powers Board	144,681,126	6,649,454	5,526,447	12,175,901
City of Petaluma	739,065	33,967	28,230	62,197
City of Rio Vista	39,373	1,810	1,504	3,314
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	1,813,193	1,506,968	3,320,161
San Mateo County Transit District	145,105,738	6,668,969	5,542,666	12,211,635
Santa Clara Valley Transportation Authority	439,800,215	20,212,943	16,799,237	37,012,180
City of Santa Rosa	2,483,478	114,139	94,862	209,001
Solano County Transit	5,290,076	243,129	202,067	445,196
County of Sonoma	3,459,517	158,997	132,145	291,142
Sonoma-Marin Area Rail Transit District	29,993,581	1,378,486	1,145,678	2,524,164
City of Union City	1,879,467	86,379	71,791	158,170
City of Vacaville	402,817	18,513	15,387	33,900
Western Contra Costa Transit Authority	8,044,931	369,740	307,296	677,036
Regional Entity Subtotals	3,045,389,776	139,964,211	116,326,057	256,290,268
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	204,767	170,184	374,951
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	118,135	98,184	216,319
Regional Entity Totals	3,045,389,776	140,287,113	116,594,425	256,881,538
<b>Sacramento Area Council of Governments</b>				
City of Davis (Unitrans)	2,957,630	135,931	112,974	248,905
County of Sacramento	1,189,071	54,649	45,419	100,068
Sacramento Regional Transit System	88,543,261	4,069,393	3,382,125	7,451,518
Yolo County Transportation District	4,689,895	215,545	179,142	394,687
Yuba Sutter Transit Authority	1,343,449	61,744	51,316	113,060
Regional Entity Totals	98,723,306	4,537,262	3,770,976	8,308,238

\* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\* The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

**STATE CONTROLLER'S OFFICE**  
**2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**AUGUST 1, 2022**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2022-23 Estimate
		Fiscal Year 2022-23 Estimate <b>A</b>	Fiscal Year 2022-23 Estimate <b>B</b>	C= (A+B)
San Diego Association of Governments North County Transit District	33,932,036	1,559,495	1,296,116	2,855,611
San Diego Metropolitan Transit System San Diego Metropolitan Transit System	33,958,141	1,560,695	1,297,114	2,857,809
San Diego Transit Corporation	62,951,421	2,893,208	2,404,582	5,297,790
San Diego Trolley, Inc.	42,794,978	1,966,830	1,634,658	3,601,488
Regional Entity Totals	139,704,540	6,420,733	5,336,354	11,757,087
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority	NA	5,456,165	4,534,688	9,990,853
Orange County Transportation Authority	NA	2,396,053	1,991,391	4,387,444
Riverside County Transportation Commission	NA	1,219,255	1,013,338	2,232,593
San Bernardino County Transportation Authority	NA	1,231,230	1,023,291	2,254,521
Ventura County Transportation Commission	NA	583,500	484,955	1,068,455
Regional Entity Totals	0	10,886,203	9,047,663	19,933,866
	0	(10,886,203)	(9,047,663)	(19,933,866)
Tahoe Regional Planning Agency Tahoe Transportation District	900,147	41,370	34,383	75,753
Alpine County Transportation Commission County of Alpine	12,816	589	491	1,080
Amador County Transportation Commission Amador Transit	204,076	9,379	7,795	17,174
Butte County Association of Governments Butte Regional Transit	1,601,714	73,614	61,181	134,795
City of Gridley - Specialized Service	22,232	1,022	849	1,871
Regional Entity Totals	1,623,946	74,636	62,030	136,666
Calaveras County Local Transportation Commission Calaveras Transit Agency	79,417	3,650	3,034	6,684
Colusa County Local Transportation Commission County of Colusa	140,877	6,475	5,381	11,856
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	204,530	9,400	7,813	17,213
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,730,379	79,527	66,096	145,623

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE**  
**2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**AUGUST 1, 2022**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2022-23 Estimate
		Fiscal Year 2022-23 Estimate <b>A</b>	Fiscal Year 2022-23 Estimate <b>B</b>	<b>C= (A+B)</b>
Fresno County Council of Governments				
City of Clovis	1,770,328	81,363	67,622	148,985
City of Fresno	22,991,076	1,056,655	878,200	1,934,855
Fresno County Rural Transit Agency	1,875,194	86,183	71,628	157,811
Regional Entity Totals	26,636,598	1,224,201	1,017,450	2,241,651
Glenn County Local Transportation Commission				
County of Glenn Transit Service	119,071	5,472	4,548	10,020
Humboldt County Association of Governments				
City of Arcata	213,054	9,792	8,138	17,930
Humboldt Transit Authority	3,063,481	140,796	117,017	257,813
Regional Entity Totals	3,276,535	150,588	125,155	275,743
Imperial County Transportation Commission				
Imperial County Transportation Commission	2,462,028	113,153	94,043	207,196
Quechan Indian Tribe	21,107	970	806	1,776
Regional Entity Totals	2,483,135	114,123	94,849	208,972
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	62,152	2,856	2,374	5,230
City of California City	25,760	1,184	984	2,168
City of Delano	279,451	12,843	10,674	23,517
Golden Empire Transit District	5,882,508	270,356	224,697	495,053
County of Kern	1,194,767	54,911	45,637	100,548
City of McFarland	12,106	557	463	1,020
City of Ridgecrest	159,250	7,319	6,083	13,402
City of Shafter	57,568	2,646	2,199	4,845
City of Taft	360,169	16,553	13,758	30,311
City of Tehachapi	28,252	1,298	1,079	2,377
City of Wasco	31,839	1,463	1,216	2,679
Regional Entity Totals	8,093,822	371,986	309,164	681,150
Kings County Association of Governments				
City of Corcoran	122,620	5,636	4,684	10,320
Kings County Area Public Transit Agency	762,823	35,059	29,138	64,197
Regional Entity Totals	885,443	40,695	33,822	74,517
Lake County/City Council of Governments				
Lake Transit Authority	498,852	22,927	19,055	41,982
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	186,872	8,589	7,138	15,727



**STATE CONTROLLER'S OFFICE**  
**2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**AUGUST 1, 2022**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2022-23 Estimate <b>A</b>	Fiscal Year 2022-23 Estimate <b>B</b>	2022-23 Estimate <b>C= (A+B)</b>
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	20,326,872	934,210	776,434	1,710,644
City of Arcadia	1,607,131	73,863	61,388	135,251
City of Burbank	3,769,842	173,260	143,998	317,258
City of Claremont	456,234	20,968	17,427	38,395
City of Commerce	4,235,696	194,670	161,793	356,463
City of Culver City	15,278,536	702,192	583,601	1,285,793
Foothill Transit	67,815,955	3,116,779	2,590,395	5,707,174
City of Gardena	13,772,242	632,964	526,064	1,159,028
City of Glendale	8,225,171	378,024	314,180	692,204
City of La Mirada	874,670	40,199	33,410	73,609
Long Beach Public Transportation Company	60,542,189	2,782,481	2,312,556	5,095,037
City of Los Angeles	98,801,791	4,540,869	3,773,974	8,314,843
County of Los Angeles	6,316,927	290,322	241,290	531,612
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	61,230,450	50,889,414	112,119,864
City of Montebello	20,096,742	923,634	767,644	1,691,278
City of Norwalk	9,188,277	422,287	350,969	773,256
City of Pasadena	7,704,457	354,092	294,290	648,382
City of Redondo Beach	2,905,619	133,540	110,987	244,527
City of Santa Clarita	26,010,198	1,195,412	993,523	2,188,935
City of Santa Monica	47,544,183	2,185,101	1,816,065	4,001,166
Southern California Regional Rail Authority***	236,865,779	NA	NA	NA
City of Torrance	20,472,763	940,915	782,007	1,722,922
Regional Entity Subtotals	2,005,084,609	81,266,232	67,541,409	148,807,641
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRRA***	NA	5,456,165	4,534,688	9,990,853
Regional Entity Totals	2,005,084,609	86,722,397	72,076,097	158,798,494
Madera County Local Transportation Commission				
City of Chowchilla	524,476	24,105	20,034	44,139
City of Madera	169,785	7,803	6,485	14,288
County of Madera	67,286	3,092	2,570	5,662
Regional Entity Totals	761,547	35,000	29,089	64,089
Mariposa County Local Transportation Commission				
County of Mariposa	73,004	3,355	2,789	6,144
Mendocino Council of Governments				
Mendocino Transit Authority	957,692	44,015	36,581	80,596
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,025,125	47,114	39,157	86,271
Yosemite Area Regional Transportation System (YARTS)	958,913	44,071	36,628	80,699
Regional Entity Totals	1,984,038	91,185	75,785	166,970
Modoc County Local Transportation Commission				
Modoc Transportation Agency	107,653	4,948	4,112	9,060

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**STATE CONTROLLER'S OFFICE**  
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**AUGUST 1, 2022**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate <b>A</b>	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate <b>B</b>	Total Fiscal Year 2022-23 Estimate <b>C= (A+B)</b>
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	129,800	107,878	237,678
Transportation Agency for Monterey County Monterey-Salinas Transit District	19,637,486	902,527	750,101	1,652,628
Nevada County Local Transportation Commission County of Nevada	369,077	16,963	14,098	31,061
City of Truckee	323,083	14,849	12,341	27,190
Regional Entity Totals	692,160	31,812	26,439	58,251
Orange County Transportation Authority City of Laguna Beach	1,910,271	87,795	72,967	160,762
Orange County Transportation Authority	110,748,483	5,089,931	4,230,307	9,320,238
Regional Entity Subtotals	112,658,754	5,177,726	4,303,274	9,481,000
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	2,396,053	1,991,391	4,387,444
Regional Entity Totals	112,658,754	7,573,779	6,294,665	13,868,444
Placer County Transportation Planning Agency City of Auburn	21,830	1,003	834	1,837
County of Placer	5,410,141	248,647	206,653	455,300
City of Roseville	1,175,827	54,040	44,914	98,954
Regional Entity Totals	6,607,798	303,690	252,401	556,091
Plumas County Local Transportation Commission County of Plumas	346,829	15,940	13,248	29,188
County Service Area 12 - Specialized Service	80,198	3,686	3,063	6,749
Regional Entity Totals	427,027	19,626	16,311	35,937
Riverside County Transportation Commission City of Banning	208,349	9,576	7,958	17,534
City of Beaumont	318,557	14,641	12,168	26,809
City of Corona	426,555	19,604	16,293	35,897
Palo Verde Valley Transit Agency	175,762	8,078	6,714	14,792
City of Riverside - Specialized Service	493,635	22,687	18,856	41,543
Riverside Transit Agency	18,329,390	842,407	700,136	1,542,543
Sunline Transit Agency	11,506,078	528,812	439,503	968,315
Regional Entity Subtotals	31,458,326	1,445,805	1,201,628	2,647,433
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	1,219,255	1,013,338	2,232,593
Regional Entity Totals	31,458,326	2,665,060	2,214,966	4,880,026
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	6,958	5,782	12,740

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Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2022-23 Estimate <b>A</b>	Fiscal Year 2022-23 Estimate <b>B</b>	2022-23 Estimate <b>C= (A+B)</b>
<b>San Bernardino County Transportation Authority</b>				
Morongo Basin Transit Authority	1,027,787	47,236	39,259	86,495
Mountain Area Regional Transit Authority	564,732	25,955	21,571	47,526
City of Needles	58,190	2,674	2,223	4,897
Omnitrans	34,279,207	1,575,451	1,309,378	2,884,829
Victor Valley Transit Authority	4,530,204	208,205	173,042	381,247
Regional Entity Subtotals	40,460,120	1,859,521	1,545,473	3,404,994
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	1,231,230	1,023,291	2,254,521
Regional Entity Totals	40,460,120	3,090,751	2,568,764	5,659,515
<b>San Joaquin Council of Governments</b>				
Altamont Corridor Express *	21,420,132	NA	NA	NA
City of Escalon	51,911	2,386	1,983	4,369
City of Lodi	887,825	40,804	33,913	74,717
City of Manteca	77,826	3,577	2,973	6,550
City of Ripon	44,345	2,038	1,694	3,732
San Joaquin Regional Transit District	10,156,807	466,801	387,964	854,765
City of Tracy	194,489	8,939	7,429	16,368
Regional Entity Subtotals	32,833,335	524,545	435,956	960,501
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	661,554	549,826	1,211,380
Regional Entity Totals	32,833,335	1,186,099	985,782	2,171,881
<b>San Luis Obispo Area Council of Governments</b>				
City of Arroyo Grande - Specialized Service	0	0	0	0
City of Atascadero	37,783	1,736	1,443	3,179
City of Morro Bay	42,401	1,949	1,620	3,569
City of Pismo Beach - Specialized Service	0	0	0	0
City of San Luis Obispo Transit	821,105	37,737	31,364	69,101
San Luis Obispo Regional Transit Authority	1,903,882	87,501	72,723	160,224
Regional Entity Totals	2,805,171	128,923	107,150	236,073
<b>Santa Barbara County Association of Governments (SBCAG)</b>				
City of Guadalupe	69,525	3,195	2,656	5,851
City of Lompoc	136,501	6,274	5,214	11,488
County of Santa Barbara	0	0	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	74,475	61,897	136,372
Santa Barbara Metropolitan Transit District	13,488,703	619,932	515,234	1,135,166
City of Santa Maria	906,214	41,649	34,615	76,264
City of Solvang	104,313	4,794	3,984	8,778
Regional Entity Totals	16,325,709	750,319	623,600	1,373,919
<b>Santa Cruz County Transportation Commission</b>				
Santa Cruz Metropolitan Transit District	34,885,448	1,603,313	1,332,534	2,935,847

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Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2022-23 Estimate <b>A</b>	Fiscal Year 2022-23 Estimate <b>B</b>	2022-23 Estimate <b>C= (A+B)</b>
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	62,407	51,867	114,274
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	817	679	1,496
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	12,470	10,364	22,834
Stanislaus Council of Governments Stanislaus Regional Transit Authority City of Turlock Regional Entity Totals	4,244,345 293,666 <hr/> 4,538,011	195,068 13,497 <hr/> 208,565	162,123 11,217 <hr/> 173,340	357,191 24,714 <hr/> 381,905
Tehama County Transportation Commission County of Tehama	194,589	8,943	7,433	16,376
Trinity County Transportation Commission County of Trinity	76,212	3,503	2,911	6,414
Tulare County Association of Governments City of Dinuba City of Porterville City of Tulare County of Tulare City of Visalia City of Woodlake Regional Entity Totals	276,368 846,792 589,094 1,191,032 4,391,535 13,667 <hr/> 7,308,488	12,702 38,918 27,074 54,739 201,832 628 <hr/> 335,893	10,557 32,345 22,502 45,494 167,745 522 <hr/> 279,165	23,259 71,263 49,576 100,233 369,577 1,150 <hr/> 615,058
Tuolumne County Transportation Council Tuolumne County Transit Agency	203,234	9,341	7,763	17,104
Ventura County Transportation Commission City of Camarillo Gold Coast Transit District City of Moorpark City of Simi Valley City of Thousand Oaks Regional Entity Subtotals Ventura County Transportation Commission - Corresponding to SCRRA*** Regional Entity Totals	751,079 4,272,461 299,991 1,167,392 423,749 <hr/> 6,914,672 NA <hr/> 6,914,672	34,519 196,360 13,787 53,653 19,475 <hr/> 317,794 583,500 <hr/> 901,294	28,689 163,197 11,459 44,591 16,186 <hr/> 264,122 484,955 <hr/> 749,077	63,208 359,557 25,246 98,244 35,661 <hr/> 581,916 1,068,455 <hr/> 1,650,371
STATE TOTALS	<u>\$ 5,696,443,829</u>	<u>\$ 261,805,000</u>	<u>\$ 217,589,500</u>	<u>\$ 479,394,500</u>

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