



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

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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 2022 \(Sharon Cooney\)](#) 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. [Clean Natural Gas \(CNG\) Fueling Station Equipment Replacement – Contract Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0729.1-21 (in substantially the same format as Attachment A), with Trillium USA Company, LLC (Trillium), in the amount of \$207,072.90.
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](#) Informational
11. [Amaya Trolley Station Asphalt Repairs – Work Order](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-04 to MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$302,856.55 for the mill and overlay of asphalt at the Amaya Trolley Station parking lot.
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. [Orange Line Improvement Project – Work Order](#) Approve
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.

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| 14. | <u>Las Chollas Creek Bridge Repair – Engineering Design Services – Work Order</u>
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. | <u>San Diego Metropolitan Transit System (MTS) Ordinance No. 11 – Ordinance Revisions</u>
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. | <u>Approve the Fiscal Year (FY) 2022-23 State Transit Assistance (STA) Claim and STA Interest Claim</u>
Action would adopt Resolution No. 22-17 approving the FY 2022-23 STA claim. | Approve |
| 17. | <u>Naming Rights Program Services – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. G2623.0-22, 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. | Approve |

CLOSED SESSION

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| 24. | CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to California Government Code Section 54956.9(d)(2) (One Potential Case – Email from Cory Briggs dated November 29, 2022 objecting to Gaslamp Quarter Trolley Station Digital Information Board Project agenda item) | Possible Action |
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NOTICED PUBLIC HEARINGS

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| 25. | <u>Public Hearing: Service Changes</u>
Action would 1) Receive public testimony; and 2) Discontinue pilot Route 140 in January 2023, with resources reallocated to other local services at a future service change; and 3) Make permanent pilot Routes 43 and 985, and other trial major service changes. | Approve |
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DISCUSSION ITEMS

30. [2023 State and Federal Legislative Program \(Julia Tuer, Mark Watts, Peter Peyser\)](#) Approve
Action would approve the 2023 State and Federal Legislative Program.
31. [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 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.

REPORT ITEMS

45. [Operations Budget Status Report for October 2022 \(Larry Marinesi\)](#) Informational
46. [Ferry Service Update \(Sharon Cooney\)](#) Informational

OTHER ITEMS

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

MINUTES

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

November 10, 2022

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

1. Roll Call

Chair Fletcher called the Board meeting to order at 9:01 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Chair Fletcher moved to approve the minutes of the October 20, 2022, MTS Board of Directors meeting. Board Member Elo-Rivera seconded the motion, and the vote was 11 to 0 in favor with Board Member Salas, Board Member Gastil, Board Member Frank and Board Member Moreno absent.

3. Public Comment

Rebecca Satrom – An MTS Bus Driver made a written and verbal statement to the Board both during and prior to the meeting. The written comment is provided in the [November 10, 2022 Final Meeting Packet](#). Satrom asked the Board to consider an employee break room for bus drivers while away from the main facility. Satrom cited California Meal Rest Rule section 11090, Article 9, Transport Industry Meal Periods. Satrom referenced images in the written comment as examples of environments where employees take breaks. The Union Local 1809 provided a trailer in the parking lot however, the trailer has repeatedly been broken into. Satrom asked the Board advocate that break room space be constructed at the El Cajon Transit Station.

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
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. G2071.0-18, with Davra Networks, increasing the contract value in the amount of \$239,200.00, bringing the contract total to \$2,455,600.00.
18. Fire Alarm Monitoring and Maintenance Services – Contract Amendment
Action would 1) Ratify the addition of Sapphire fire suppression system monitoring services at the UTC bus transit center to the Johnson Controls Fire Protection, LP (JCI) fire alarm monitoring services contract, MTS Doc. No. PWG329.0-21, at a cost of \$4,080.00, including option years; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to the JCI fire alarm monitoring services contract, MTS Doc. No. PWG329.0-21, to add five Mid-Coast locations to the fire alarm monitoring and maintenance services locations for the remaining duration of the contract, in the amount of \$350,976.40 including option years.
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.
21. E Street Transit Station - City of Chula Vista And Mts Joint Transit-Oriented Development (TOD)
Action would authorize the Chief Executive Officer 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).

COMMENTS – CONSENT ITEMS

PUBLIC COMMENT

Corinna Contreras – Representing Climate Action Campaign made a verbal statement to the Board during the meeting. Contreras spoke on item 21, E St. Transit Station and asked if bus operator amenities are considered in the construction of projects. Contreras advocated for an active transportation space and supported large canopy vegetation at the site.

COMMITTEE COMMENT

As it relates to Agenda Item 21 (E Street Transit Station TOD), Board Member Elo-Rivera added that the item had been placed on consent after review at the Executive Committee. He asked staff to confirm that the renderings are concepts, the following phase of the process is the exclusive negotiating agreement period and the finalized concept would be presented to the Board for approval. Ms. Cooney confirmed that the current approval acted as assurance that the agency was not actively looking for proposals. He also requested that during the negotiating

process, MTS include public restroom access. He encouraged multi modal transportation to access the transit station.

Board Member Galvez expressed excitement for the project and the selected developer. She commended the developer for the projects completed in Chula Vista so far. Board Member Galvez noted that Chula Vista projects to concentrate residential housing in the area and acknowledged that a job center in Chula Vista would localize the workforce and alleviate congestion.

Board Member Bush expressed excitement for the project and listed environmental and economic benefits that the site would bring. He asked if residents would be issued free transit passes. Karen Landers, General Counsel replied that financial or policy terms have not been negotiated. Today's approval would allow MTS and the City of Chula Vista to move forward in negotiations with Bayview Point. Board Member Bush acknowledged his role as an affordable housing developer at the MAC Project. He talked about industry challenges for renters to afford transit passes and added that doing so would act as a transit incentive for residents to use the system. He asked if there was still an opportunity for MTS to incentivize or encourage subsidized transit passes. Ms. Landers replied yes. He also commended Item 7 as an agency effort to improve amenities and thus ridership experience.

Action on Recommended Consent Items

Chair Fletcher moved to approve Consent Agenda Item Nos. 6 to 21. Board Member Elo-Rivera seconded the motion, and the vote was 12 to 0 in favor with Board Member Gastil, Board Member Frank and Board Member Moreno absent.

CLOSED SESSION

24. None.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. Fiscal Year 2022 Annual Comprehensive Financial Report (ACFR) (Erin Dunn and Larry Marinesi; Ken Pun and Coley Delaney of the Pun Group)

Erin Dunn, MTS Controller, introduced Ken Pun and Coley Delaney of the Pun Group who presented on the FY 22 ACFR. They presented on: management and auditors' responsibilities, approach to the audit, overview of the financial statements, key pension, Other Postemployment Benefits Plan (OPEB) information and audit results.

Board Member Sandke asked a series of questions related to the audit process. He directed the following questions to the auditor: during the audit, were you given access to any employee you needed to talk to for the purposes of preparing the audit? Mr. Delaney responded yes. He asked: did you ever ask for access to an employee that you felt necessary to complete your audit and were denied access to that employee? Mr. Delaney responded no. He asked: were you given full access to any documents including ledgers, financial statements, and financial documents for the purpose of conducting the audit? Mr. Delaney responded yes. He asked: did you ever ask for any documents, ledgers, or financial documents from staff or executives that

were refused to be provided to you? Mr. Delaney responded no. He asked: did you find any financial practices being used by staff or executives to not be consistent with the best practices of accounting? Mr. Delaney responded no. He asked: is it your opinion that this audit and MTS's financial record keeping deserves an unmodified opinion? Mr. Delaney responded yes. He asked: what is the alternative to an unmodified opinion? Mr. Delaney responded there would be either adverse opinions, disclaimers and other types of opinions. He asked: how many years has your company been conducting financial audits for MTS? Mr. Delaney responded since approximately FY 2005. Lastly, he asked: have you ever found an MTS audit that you did not ultimately conclude that it would be an unmodified opinion? Mr. Delaney responded no.

Board Member Sandke asked about the pension liability and the \$31million obligation two years ago and an \$18 million obligation because of the rate performance of investments in 2021. He asked if staff would anticipate a greater impact due to the 2022 investment return this year and to anticipate an increase in pension contributions. Mr. Delaney cited the pension expense slide realized this year fell due to the great investment return at CALPERS during the measurement period, which is one year behind the financial statements. You will see the pension contributions increase with decreases in net pension liabilities with the 2023 reporting because of the investment reporting in 2022. Board Member Sandke asked if the number would return to a \$30 million figure. Mr. Delaney replied that his projected number seemed accurate if not slightly above that projection. Board Member Sandke asked if that projection did not count in the figures presented. Mr. Delaney responded that MTS would need to contribute additional funds to the plans but it would affect future outcomes. Investment earnings or losses are amortized over five years. Board Member Sandke expressed that changes in contribution amounts were startling with small changes in discount rates. Mr. Delaney agreed and expressed that that was why those figures were included in the slides.

Action Taken

Informational item only. No action taken.

31. 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 comparison to budget – June 30, 2022 - FY 2022 for: total operating revenues, expenses, activities, subsidy revenue category descriptions, total non-operating revenues and expenses, total revenues less expenses, contingency reserve balance, and staff's recommendation.

COMMITTEE COMMENTS

Chair Fletcher acknowledged that while revenue is better than projected and ridership continues to recover, the agency continues to operate in a structural budget deficit. He supported action to allocate a reserve for a 12.5% target. He asked Sharon Cooney, MTS Chief Executive Officer, to clarify if money allocated toward the Clean Transit Advancement Campus would be used all at once or if that allocation amount is flexible. Ms. Cooney replied that if the agency does reach a fiscal cliff and the agency requires significant service cuts, the agency will present such decisions to the Board for approval.

Board Member Sandke asked, if staff budgeted a separate reserve to increase hiring and retention to address bus driver shortage. Ms. Cooney outlined that in December 2021 the agency increased wages and compressed progression tables to attract front line workers. In

September 2022, the Board approved a minimum of a \$2 increase for starting wage, with a joint increase to other progressions. She also noted a revitalized hiring approach and an accelerated hiring process, along with community recruitment pop up events. She noted that the agency is reporting hiring and training more than they are losing. With respect to CTAC money, the agency is gearing towards a 100% electric bus fleet and the agency plans to spend the allocated CTAC money. Ultimately, the agency will continue with the acquisition and construction design process which needs early funding at this stage. Board Member Sandke thanked staff for the response.

PUBLIC COMMENT

Corinna Contreras – Representing Climate Action Campaign, Contreras made a verbal statement to the Board during the meeting. Contreras urged the Board to meet public demand for additional bus service and address the bus operator shortage. Contreras stated that connecting regions is critical to the current economic financial restraints. Contreras encouraged staff to use the surplus budget to increase the front-line worker workforce.

Action Taken

Chair Fletcher moved to approve the programming of excess revenues less expenses as follows: 1) Allocate \$3,067,000 to the Capital Improvement Program (CIP) to fund the Clean Transit Advancement Campus (CTAC) project; and 2) Allocate \$2,444,000 to contingency reserve to achieve the 12.5% Board-recommended target for FY 2023. Board Member Sandke seconded the motion, and the vote was 12 to 0 in favor with Board Member Gastil, Board Member Frank and Board Member Moreno absent.

REPORT ITEMS:

45. 2022 Special Events Update (Brent Boyd)

Brent Boyd, MTS Manager of Service Quality and Special Operations presented the 2022 Special Events Update. He provided details on: Padres season recap, Petco Park concerts, 4th of July, return of comic-con, Snapdragon Stadium opening, special operations and upcoming events.

Board Member Bush commended staff on their innovation and social media presence. He asked about the 11,000-hour Ambassador staff time for \$400,000 of revenue. He asked if for every \$1 in labor and advertisement, there was a \$2 revenue return. Ms. Cooney noted that revenue also included advertisements such as trolley wraps and activations. By promoting events and participating, the agency simultaneously promotes ridership. He asked staff what percentage attendees took transit and about tactics to continuously increase ridership. Mr. Boyd replied that an average of 15-20% for Padres and Snapdragon Stadium events. He suggested that the agency set a target event ridership for future events. Ms. Cooney stated that when Petco Park was initially built, the system carried a majority of the attendees, however as the downtown area added event parking, MTS lost ridership. The agency constantly strives to increase ridership. Board Member Bush asked if the agency could set a 30% goal for special events. Ms. Cooney replied that train availability may limit the agency from setting percentage goals. Board Member Bush asked what feedback the agency received for service. Mr. Boyd replied that general feedback is positive with some crowding complaints at the Stadium Station. The agency does its best to accommodate events. Board Member Bush was pleased by staff's problem-solving solutions and encouraged the agency to continue providing a clean, safe experience for riders.

Board Member Elo-Rivera acknowledge that Board Members are representatives across other agencies and asked if the members could advocate for MTS in other ways. Ms. Cooney replied that for special events transit should be prioritized, and planners should think about transportation holistically rather than just managing auto traffic. Planning a stadium build in conjunction with transit is also key because the parking could be limited in order to accommodate for other amenities. Board Member Elo-Rivera acknowledged that the success of MTS is linked to achieving the regions climate action goals in the San Diego region and encouraged city Board members to assist MTS in order to fulfil those goals.

Board Member Shu commented that it's mutually beneficial for the various jurisdictions and MTS for riders to utilize the system. He asked about Oktoberfest in La Mesa and suggested potential city incentives that could be given to encourage ridership.

Action Taken

No action taken. Informational item only.

46. PRONTO Roadmap Update (Israel Maldonado)

Israel Maldonado, MTS Fare Systems Administrator presented on PRONTO Roadmap Update. He provided details on: the history, industry best practices and acquisition, implementation, enduring infrastructure design, customer satisfaction, contactless payment obstacles, and next steps.

PUBLIC COMMENT

Henry Agnew – Provided a verbal statement to the Board during the meeting. Agnew expressed excitement for the mobile wallet feature.

Zack Defazio Farrell – Representing Ride SD made a verbal statement to the Board during the meeting. Farrell provided an anecdote to the Board about the difficult interface of the PRONTO application and asked that the timeline to be expedited.

Connor Proctor – Representing Ride SD made a verbal statement to the Board during the meeting. Proctor asked about the timeline for the countless payment and virtual PRONTO card. Proctor was under the impression that the proper paper work is in place and is confused about the long timeline allocations and asked for an accelerated implementation timeline.

Zach Thompson – Representing Ride SD made a verbal statement to the Board during the meeting. Thompson supported multiple payment options for riders.

Jesse O'Sullivan – Representing Circulate San Diego made a verbal statement to the Board during the meeting. O'Sullivan spoke about a recently released report called Fast Bus and expressed excitement that a recommendation from said report is coming into fruition. He explained relationships between payment and on time performance. O'Sullivan looked forward to additional recommendations from the report and suggested all-door boarding for select routes and hoped to see the features implement quickly into the system.

Vahan – Representing Ride SD made a verbal statement to the Board during the meeting. Vahan asked for an expedited timeline.

Corinna Contreras –Representing Climate Action Campaign, Contreras made a verbal statement to the Board during the meeting. Contreras noted the various benefits of taking transit

and urged the Board to accelerate seamless payment for patrons to utilize the system more often. Contreras suggested a pilot implementation to gather data and receive customer feedback within the 18-month implementation timeline.

Rachel Graham – Representing Ride SD made a verbal statement to the Board during the meeting. Graham was grateful about the agency's payment vision and encouraged a seamless transit experience through contactless payment.

COMMITTEE COMMENTS

Chair Fletcher acknowledged members of the public who participated on the item. He asked staff to address contactless vs virtual timeline concerns that the public mentioned. Mr. Maldonado explained that while timelines can be expedited, the agency would need time to properly train staff, to address technical and customer service issues, inspect payment receipt in the back office, and create proper accounting processes. While the agency can expedite processes, support for the program would be minimal if these other items are not addressed beforehand.

Board Member Whitburn thanked public participation and staff for the effort put into the project. He asked about the customer training and asked what percentage of riders are using the system successfully with PRONTO compared to Compass. Mr. Maldonado noted that about 35% of riders are tapping and validating the card and clarified that of that percentage 70% are utilizing the card and 30% are utilizing the app. Ms. Cooney clarified that some riders purchase a monthly pass and that they are paying the fee but not tapping. She added that there continues to be user misconception about fare payment. Mr. Maldonado noted that because the stations are not gated, the agency would never experience 100% validations. Ms. Cooney stated that that is true for trolley but not bus, where fare payment is funneled through the front door. Board Member Whitburn asked how the improvements would help address the challenges. Mr. Maldonado replied that the tap payment would facilitate convenience.

Board Member Sandke asked about including the ferry system in PRONTO and asked what the onboarding progress has been. Mr. Maldonado stated that the agency has not made much headway and explained that there are few technical obstacles and that policy and maintenance agreement discussion needs to be solidified. Currently the funding is from MTS to the City of Coronado to fund the ferry. He proposed having MTS work directly with the ferry operator. He noted that the ferry is another mode for acquiring choice riders. He cited a ferry project in San Francisco Bay - Clean Ferry Network - that has received funding. He clarified that he would like the agency to aim for the quick wins rather than waiting to launch the project perfectly.

Board Member Shu asked if the current card readers currently have RFID capabilities. Mr. Maldonado replied that the readers can support such form of payment and we would not have to replace or buy card readers. Board Member Shu talked about his experience with open payment on another system and described it as convenient. He noted that addressing equity was important but expediting convenience was also important and balancing the two modes.

Chair Fletcher thanked staff and acknowledged future decision points for PRONTO improvements the agency can implement and asked that an item be brought to the Board in the new year once additional due diligence has been completed. He acknowledged the significant change that PRONTO was rolled out in with the short timeline and in an environment of uncertainty.

Action Taken

No action taken. Informational item only.

OTHER ITEMS:

60. Chair Report

Chair Fletcher recognized Wayne Terry for his 42 years of service. Ms. Cooney introduced the new leadership staff that would lead his department, including the new Chief Operating Officer – Rail, Brian Riley; Superintendent of Transportation, Edward Graham; and System Safety Manager, Fabbeann Soberg. Mr. Terry said it was an honor to work at the agency and acknowledged the quality team and safety record and federal and state regulators.

Chair Fletcher stated that starting January, all MTS meetings will reopen to the public with Board members to attend in person.

61. Chief Executive Officer's Report

There were no additional CEO comments.

62. Board Member Communications

Board Member Galvez provided background and an update to the pilot Chula Vista Community Shuttle. She expressed her appreciation participating on the Board

Board Member Sandke talked about a motion brought at the City of Coronado City Council to direct the City to send a letter to Congressman Peters' office and request the Navy to have the ferry access North Island for commuter accessibility and provided background for the motion.; He said that the motion also directed City staff to research the pros and cons for the community of direct contract management and that the contract be negotiated on up to 2-year basis to continue the service funding. He also commended Mr. Terry for his service and positive impact on the agency.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is December 8, 2022 at 9am.

65. Adjournment

The meeting was adjourned at 11:30am.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

Filed by:

/S/ Dalia Gonzalez
Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

/S/ Karen Landers
General Counsel
San Diego Metropolitan Transit
System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): November 10, 2022 CALL TO ORDER (TIME): 9:01am
 RECESS: _____ RECONVENE: _____
 CLOSED SESSION: _____ RECONVENE: _____
 PUBLIC HEARING: _____ RECONVENE: _____
 ORDINANCES ADOPTED: _____ ADJOURN: 11:30am

REPRESENTING	BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
County of San Diego (Chair)	FLETCHER	<input checked="" type="checkbox"/>	(Vargas)	<input type="checkbox"/>	9:01am	11:30am
City of National City (Vice Chair)	SOTELO-SOLIS	<input type="checkbox"/>	(Bush)	<input checked="" type="checkbox"/>	9:01am	11:30am
City of Chula Vista (Chair Pro Tem)	SALAS	<input type="checkbox"/>	(Cardenas)	<input checked="" type="checkbox"/>	9:09am	11:30am
City of Chula Vista	GALVEZ	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:01am	11:30am
City of Coronado	SANDKE	<input checked="" type="checkbox"/>	(Donovan)	<input type="checkbox"/>	9:01am	11:30am
City of El Cajon	GOBLE	<input checked="" type="checkbox"/>	(Ortiz)	<input type="checkbox"/>	9:01am	11:30am
City of Imperial Beach	AGUIRRE	<input checked="" type="checkbox"/>	(Leyba- Gonzalez)	<input type="checkbox"/>	9:01am	11:30am
City of La Mesa	SHU	<input checked="" type="checkbox"/>	(Arapostathis)	<input type="checkbox"/>	9:01am	11:30am
City of Lemon Grove	GASTIL	<input type="checkbox"/>	(Mendoza)	<input type="checkbox"/>	ABSENT	ABSENT
City of Poway	FRANK	<input type="checkbox"/>	(Mullin)	<input type="checkbox"/>	ABSENT	ABSENT
City of San Diego	ELO-RIVERA	<input checked="" type="checkbox"/>	(LaCava)	<input type="checkbox"/>	9:01am	11:30am
City of San Diego	GLORIA	<input type="checkbox"/>	(Whitburn)	<input checked="" type="checkbox"/>	9:01am	11:30am
City of San Diego	MONTGOMERY STEPPE	<input checked="" type="checkbox"/>	(Von Wilpert)	<input type="checkbox"/>	9:01am	11:30am
City of San Diego	MORENO	<input type="checkbox"/>	(Campillo)	<input type="checkbox"/>	ABSENT	ABSENT
City of Santee	HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:01am	11:30am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez

Dalia Gonzalez

From: Jose Puga <j.puga@teamsters683.com>
Sent: Tuesday, December 6, 2022 4:50 PM
To: ClerkoftheBoard
Subject: Teamsters Local 683 December 8th Public Comment
Attachments: FINAL.Demand Letter to N. Fletcher.pdf; EX 1 RFP Fixed Route Services B0708 0-20.pdf; EX 2.pdf; EX 3.pdf

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

Good evening Dalia Gonzalez,

I want to submit this as my public comment for the Board meeting held on Thursday, December 8th at 9am. There will also be Bus Operators that would like to speak during Public Comment as well. Would we be doing the Public Comment for Item # 63? Does each driver need to submit an email with their Public Comments and how would they register?

Thank you.

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



Hayes, Ortega & Sánchez, LLP

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ADMINISTRATOR:
KATELYN HAYES

PLEASE RESPOND TO
MONROVIA ADDRESS.

December 6, 2022

sh@sdlaborlaw.com

Via Email to nathan.fletcher@sdcounty.ca.gov

Nathan Fletcher, Chair
San Diego Metropolitan Transit System Board of Directors
1600 Pacific Hwy
Room 335
San Diego, CA 92101

Re: Teamsters Local 683 – Union Demand re: Transdev Issue (Restrooms and Meal/Rest Breaks)

Dear Mr. Fletcher:

This firm serves as general counsel for the International Brotherhood of Teamsters, Local 683 (hereafter “Union”). The Union is advised that San Diego Metropolitan Transit System (hereafter “MTS”) is failing to ensure that Transdev Services, Inc. (hereafter “Transdev”), the contractor MTS approved to service the City of San Diego, provide the following basic human necessities to drivers:

- (1) Proper restrooms and/or portable restrooms, as the number of portable restrooms provided by Transdev do not meet the minimum required by the provisions of the Request For Proposals for Fixed Route Services (hereafter “RFP”), including but not limited to Item 10 of Section B.2.1 (Contractor Responsibilities) and Item 22 of Section B.3 (System Operating Standards and Requirements)¹, nor the minimums imposed by Federal and State Law; and regardless, MTS is unlawfully allowing portable restrooms to be a permanent solution.²; AND
- (2) Secure and sanitary shelter (or any safe location at all) necessary³ to shield drivers from the harsh elements during their legally-mandated Meal and Rest Breaks, as required by the RFP provisions, including but not limited to Item 10 of Section B.2.1 (Contractor Responsibilities)⁴ and Items 20 and 22 of Section B.3 (System Operating Standards and Requirements) and, and further required by Federal and State Law.

¹Attached hereto as **Exhibit 1** is the Request For Proposals, MTS Doc. No. B0708.0-20.

²Attached hereto as **Exhibit 2** are photos of just two of Transdev’s deplorable portable restroom conditions.

³Attached hereto as **Exhibit 3** are photos of Transdev’s unsafe and unsanitary portable restroom locations.

⁴ See **Exhibit 1**, p. 52.

Though MTS' industry has continuously evolved (E.g., buses go from diesel to CNG and LNG to Electrical power), the basic necessities (restrooms and meal/break areas) being provided to its drivers are several decades behind. These drivers are the very backbone of the transit industry, yet MTS fails to provide so much as a sanitary bathroom.

The Union demands MTS immediately rectify these unacceptable, inhumane conditions by building adequate restroom and break areas; and in the interim, by ensuring that Transdev is providing at least the minimum required number of portable restrooms in both a safe and sanitary manner, and ensuring that Transdev is providing an adequate number of relief vehicles to act as shelter or to drive to suitable restroom and/or break locations. Not only do the tenets of basic humanity require such from MTS, Federal and State law, as well as the RFP mandate these requirements.

1. The Employer Must Provide All Employees with Sanitary Restroom Facilities, Pursuant to Both Federal and State Law.

MTS and Transdev are unlawfully refusing to provide adequate restrooms for drivers; a human requirement so rudimentary and vital, the Union finds it shocking that its concerns have gone unabated this long.

Pursuant to the terms of the RFP, Transdev is required by MTS to: (1) provide its drivers a minimum of 25 portable restrooms, (2) complying with any and all Federal, State, or Local laws regarding lunch periods and/or breaks (including California Wage Order 9), and (3) provide driver restroom facilities as needed.⁵ Accordingly, Transdev is required to add restrooms as service expands, in compliance with applicable regulations.⁶

The Union has twice now requested the number of portable restrooms Transdev is presently providing its drivers, as well as their respective locations. To date, Transdev has suspiciously failed to provide answers to these very basic questions. Based on the Union's own observations, however, it is abundantly clear that Transdev is failing to comply with said terms of the RFP.

All employers are required by OSHA (Occupational Safety and Health Administration) to provide their workers with sanitary and immediately-available toilet facilities. The Federal sanitation standards⁷ are intended to ensure that workers do not suffer adverse health effects that can result if toilets are not sanitary and/or are not available when needed under California law to make "suitable resting facilities" (separate from restrooms) available to employees during working hours. See generally, <https://www.osha.gov/restrooms-sanitation>.

Pursuant to 29 CFR 1910.141(c)(1)(i), toilet facilities, in toilet rooms separate for each sex, shall be provided in all places of employment in accordance with table J-1:

Table J-1

⁵ See **Exhibit 1**, pp. 52, 59.

⁶ See *Id.*

⁷ Found in 29 CFR 1910.141, 29 CFR 1926.51 and 29 CFR 1928.110.

Number of employees	Minimum number of water closets ⁸
1 to 15	1
16 to 35	2
36 to 55	3
56 to 80	4
81 to 110	5
111 to 150	6
Over 150	(⁹)

The State of California also follows the Federal guidelines for minimum number of restrooms for employees. The table in §3364 of California's General Industry Safety Orders (Sanitary Facilities) requires separate toilet facilities for each sex as indicate below:

Number of employees	Minimum number of water closets ¹⁰
1 to 15	1
16 to 35	2
36 to 55	3
56 to 80	4
81 to 110	5
111 to 150	6
Over 150	1 additional for each additional 40 employees or fraction hereof.

Lavatories shall be made available in all places of employment, and must be provided with running water, hand soap or similar cleansing agent, and clean individual sections of continuous cloth or paper toweling or air blowers convenient to the lavatories. See generally, <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.141>.

Not only must the employer provide at least the minimum number of toilet facilities, the employer must also provide prompt access to the facilities when needed. Employers with mobile workers must provide readily available transportation that provides prompt access (i.e., less than 10 mins) to restrooms if they are not available at the work location. See generally, <https://www.osha.gov/restrooms-sanitation>.

While Transdev has allowed drivers to use its relief cars to drive back to Transdev's hub, Transdev does not currently have enough relief cars for drivers to take from one relief area to the other. As stated above, the employer must provide prompt access to facilities when needed; Transdev continually fails to do so.

⁸ Where toilet facilities will not be used by women, urinals may be provided instead of water closets, except that the number of water closets in such cases shall not be reduced to less than 2/3 of the minimum specified.

⁹ 1 additional fixture for each additional 40 employees.

¹⁰ Urinals may be installed instead of water closets in toilet rooms to be used only by men provided that the number of water closets shall not be less than two-thirds of the minimum number of toilet facilities specified.

The employer must also ensure that toilet facilities be kept clean, maintained in good working order and be accessible to the employees at all times. See generally, <https://www.dir.ca.gov/title8/3364.html>. Indeed, §8397.4 of California's General Industry Safety Orders (Health and Sanitation) places the duty on the employer to "to ensure that each sewer and portable toilet is maintained in a clean, sanitary, and serviceable condition."

As is clearly shown in the appalling photographs of Transdev's portable restrooms, these requirements are not being met by any stretch of the imagination. Nonetheless, San Diego Metropolitan Transit System is allowing a permanent problem to be inappropriately addressed with a temporary and inadequate solution. In this day and age, the Union would like to think that we are past the days of requiring employees to pass their bowel movements in oversized plastic containers (portable bathrooms).

In fact, the legislative intent is clear that portable toilets are not meant to be used permanently, as §8397.4(d)(3) (Toilets) states that the employer shall provide portable toilets "only when the employer demonstrates that it is not feasible to provide sewer and toilets, or when there is a temporary increase in the number of employees for a short duration of time." Given the ongoing costly projects, lack of feasibility does not seem to apply. Additionally, there is no indication that the increase in drivers is temporary. Accordingly, the employer must provide sewer and toilets.

Practically speaking - would you want to do any of your personal toileting business in these disgusting, filthy portable restrooms? How about on a hot summer day when the feces are mere inches from the top of the toilet? When answering these questions, keep in mind that women also have to address their monthly cycles and/or express milk for nursing their babies in these abhorrent conditions. No human being should be required to do so, let alone Transdev's very own employees. The Union demands that MTS immediately rectify these intolerable conditions.

2. The Employer Must Provide All Employees with Adequate Shelter During their Legally-Mandated Meal and Rest Breaks

Transdev is also refusing to provide adequate shelter, or any shelter at all, for its drivers' Meal and Rest Breaks. Pursuant to the terms of the RFP, Transdev is "responsible for complying with any federal, state, or local laws regarding employee lunch periods or required breaks including the Industrial Welfare Commission's (hereafter "IWC") Wage Order 9."¹¹ Transdev is further required by the terms of the RFP to provide driver break facilities as needed.¹²

The State of California requires the employer to provide suitable resting facilities at a temperature of no less than 68 degrees, which must be available for employees during working hours in an area separate from the toilet rooms. Allowing employees to use toilet facilities during working hours does not meet the employer's obligation to provide rest periods as required by the IWC Orders. California law further requires the employer to provide a suitable place for drivers to eat when they are required to eat on the premises. See generally, https://www.dir.ca.gov/dlse/faq_restperiods.htm; https://www.dir.ca.gov/dlse/faq_mealperiods.htm.

¹¹ See **Exhibit 1**, p. 59.

¹² See **Exhibit 1**, pp. 52, 59.

Additionally, where meal periods occur during shifts beginning or ending at or between the hours of 10 p.m. and 6 a.m., Wage Order 9 requires facilities to be made available for securing hot food and drink or for heating food or drink, and a suitable sheltered place must be provided in which to consume such food or drink. See generally, https://www.dir.ca.gov/dlse/faq_mealperiods.htm.

The IWC requires these suitable resting facilities be in an area "separate from toilet rooms." The IWC's intent is clear: the rest period is not to be confused with breaks taken by employees to use toilet facilities. IWC Orders, Section 12 (Rest Periods), read in conjunction with Section 13(B) (Change Rooms and Resting Facilities), requires suitable resting facilities be provided in an area separate from the toilet rooms and shall be available to employees during work hours." See generally, https://www.dir.ca.gov/dlse/faq_restperiods.htm.

As stated above, the employer must make these resting facilities available to its workers. This brings us back to the issue of Transdev's relief cars. Though Transdev allows drivers to use the relief cars as shelters for their Meal and Rest Breaks, or as a means to travel to and/or from relief points and Transdev's hub, there are simply not enough relief vehicles for the number of current drivers. Rather, Transdev is asking drivers to take the bus or trolley to their next relief point and/or hub.

Not only is Transdev failing to provide any sheltered location, as exemplified in the attached photos of the portable restroom locations,¹³ the areas in which the Transdev drivers stop are unsafe and unsanitary. Rather than at least provide an adequate number of relief vehicles to keep the drivers safe and shielded from the hot and/or cold weather, Transdev pushes drivers to wait outside for a bus or trolley. This further exposes the drivers to the unsafe and unsanitary conditions allowed by Transdev to persist in these areas.

Further, as no adequate break facilities exist for the drivers to change their clothes, drivers on breaks will necessarily be mistaken for on-duty drivers on the bus or trolley. As such, the patrons of the transit system will look to these off-duty drivers with their questions and/or concerns. In order for Break or Meal Periods to be such, the drivers must be relieved of all work duties. Thus, none of these drivers will effectively be on break or lunch while riding the bus or trolley in uniform.

This is obviously an illogical and ineffective solution. MTS must, at the very least, require Transdev to maintain an appropriate number of relief vehicles until adequate facilities have been constructed. Please note, however, this does not remove the burden on the employer to construct adequate facilities for the drivers' Meal and Rest Breaks.

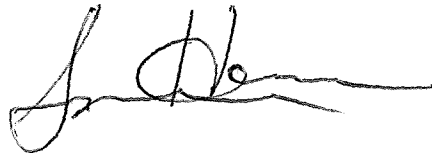
¹³See **Exhibit 3** are photos of Transdev's unsafe and unsanitary portable restroom locations.

If MTS does not take immediate action, the Union will be forced to take all appropriate legal action, including, but not limited to, filing charges with the National Labor Relations Board and/or Labor Commissioner, and seeking all available protection of Federal, State, and Local agencies tasked with safeguarding California employees, in addition to any private right of action. Please advise at your very earliest convenience, and in any event, not later than Monday December 12th, 2022, what the MTS Board and the Contractor (Employer) intends to provide as solutions to the aforementioned transgressions.

Very truly yours,

HAYES, ORTEGA & SÁNCHEZ, LLP

By:

A handwritten signature in black ink, appearing to read 'Suzanna R. Harman', with a long horizontal flourish extending to the right.

Suzanna R. Harman

SRH/sh

cc: Jose Puga, Business Representative
Teamsters Local 683
Krista Alvarez, Office Manager
Teamsters Local 683



REQUEST FOR PROPOSALS

**FIXED ROUTE SERVICES
MTS DOC. NO. B0708.0-20**

**PROPOSAL DUE DATE: APRIL 7, 2020
TIME: 4:00P.M. PREVAILING LOCAL TIME**



San Diego Metropolitan Transit System

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

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January 22, 2020

Dear Prospective Proposer:

Subject: REQUEST FOR PROPOSALS FOR FIXED ROUTE SERVICES

(MTS DOC. NO. B0708.0-20)

The San Diego Metropolitan Transit System (MTS) is seeking proposals from qualified and responsible Proposers under a negotiated procurement for Fixed Route Services with a contract term of six and a half (6 1/2) base years with two 2-year options, exercisable at MTS's discretion.

MTS is a California public agency established under Section 120000 et seq. of the California Public Utilities Code. MTS and its subsidiaries are subject to the California Tort Claims Act as codified in California Public Utilities Code § 120202.

This letter, together with its attachments, comprises the formal Request for Proposals (RFP) for the specified services. Responses to this RFP should be submitted in accordance with the instructions provided herein. This proposal package includes the following:

- Instructions and Conditions (Section A). This attachment offers general instructions on the proposal and evaluation process and describes the requirements that Proposers must meet.
- Scope of Work (Section B). The Scope of Work and Cost Proposal Forms detail the areas of work required.
- Standard Services Agreement, Standard Conditions, Federal Requirements and Forms. The successful Proposer will be required to execute the Agreement and Forms, and to comply with the insurance provisions contained therein. Any proposed waiver or changes to the Agreement must be clearly identified in the proposal with any cost impacts specifically identified. It is within MTS' discretion to accept or reject any proposed waiver or change to the Agreement. Any requested waivers or changes regarding subcontractors' insurance should identify the subcontractor's scope of work, current insurance levels, and associated costs of proposed insurance amounts.
- Sample Insurance Certificate(s).
- Proposal Forms.
- Tax Forms.
- Addenda Acknowledgement Form.
- RFP Attachments or Exhibits.

CALENDAR OF EVENTS

The schedule of events leading from the issuance of the RFP to award of a contract is as follows. Proposals arriving later than April 7, 2020, at 4:00 p.m., Prevailing Local Time, or at a different location will not be considered.

MTS Issues Invitation for Bid	January 22, 2020
Pre-Proposal Meeting / Site Visit:	9:30 A.M., Prevailing Local Time, on February 11, 2020
Deadline for Submitting Written Questions/Clarifications and/or Request for Approved Equals (RFA's):	5:00 P.M., Prevailing Local Time, on March 4, 2020
MTS Issues Response to Written Questions/Clarifications and/or Request for Approved Equals (RFA's) Deadline:	March 25, 2020
<i>Proposal Due Date:</i>	<i>4:00 P.M., Prevailing Local Time, on April 21, 2020</i>
MTS Issues Notice of Intent to Award:	Week of: August 31, 2020
Anticipated Contract Award:	November 12, 2020

*These dates are tentative and subject to change by MTS.

MTS POINT OF CONTACT

Claudine Aquino, Contract Officer, is the sole point of contact for this solicitation. Ms. Aquino can be reached via telephone at (619) 557-4556, or via email at claudine.aquino@sdmts.com. Proposers are directed to not contact other MTS staff, or MTS Board members in connection with this RFP. Failure to follow this instruction will result in disqualification of any potential Proposer.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

MTS has an Equal Employment Opportunity (EEO) Program for vendors doing business with MTS. All vendors who provide MTS with labor, equipment, materials, and services of \$50,000 or more per year with fifty (50) or more employees, shall have, maintain, and submit upon request, an EEO Plan to MTS. More details about MTS' EEO Program can be found in the Standard Conditions Services, attached to this RFP.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The MTS Equal Employment Opportunity (EEO) Program will be a part of this agreement (a copy can be obtained from the Clerk of the Board). A Workforce Report form signed by the Contractor is a condition for the award of this contract.

1. Prior to the award of this contract, a Contractor must complete and submit a Workforce Report (See Equal Opportunity Workforce Report form).
2. If MTS determines that there is underutilization of women and minorities in a Contractor's workforce, the Contractor shall be required to submit to MTS for its review and approval a written EEO Plan.

3. The Contractor's EEO Plan is to include goals and timetables for employment on a line-by-line (job title) basis. Goals and timetables must be designed to correct any identifiable deficiencies. Where deficiencies exist, the Contractor/Vendor shall establish and set forth specific goals and timetables separately.
4. No Contractor will be required to discharge members of its workforce in order to increase the number of minority or female workers employed.

ENCOURAGEMENT OF DISADVANTAGED BUSINESS ENTERPRISES AND OTHER SMALL BUSINESSES

In furtherance of MTS's DBE Program and MTS's program to foster small business participation, MTS highly encourages Proposer to include participation of disadvantaged business enterprises (DBEs), minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBES), and lesbian gay bisexual transgender owned businesses (LGBTs) or small businesses (SB) for any potential subcontracting opportunities on this Contract. If assistance is needed to locate these certified firms, please contact Samantha Leslie, MTS DBE Liaison Officer, at Samantha.Leslie@sdmts.com.

PROPOSAL EVALUATION PROCESS

Any contract resulting from this RFP will be awarded to the qualified Proposer whose proposal, as determined by MTS, best meets all the requirements set forth in this Solicitation. MTS uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include: experience and qualifications, technical approach, quality of proposed project management staff, and/or management plan. The final recommendation for award is based upon consideration of a combination of technical and price factors to determine that offer deemed most advantageous and of the greatest value to MTS.

An evaluation committee will review all proposals received using the criteria described in the RFP. MTS may elect to interview qualified proposers. MTS reserves the right to reject all proposals, to select without further discussion or interviews, to request additional information, and to negotiate the final terms and conditions.

MTS may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of MTS.

PROPOSAL ACCEPTANCE PERIOD

One (1) original and eight (8) copies of the completed proposal should be submitted to the MTS Procurement Department **no later than 4:00 p.m., Prevailing Local Time, as specified on the Calendar of Events.** No exceptions will be made to this deadline.

Price Proposals shall be submitted in a sealed envelope separate from the Technical Proposals. One (1) copy of the proposal (both Technical and Cost/Price Proposals is also to be submitted in PDF format on CD/Flash Drive.

All proposals shall be delivered to MTS Procurement Department at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, Attention: Claudine Aquino, clearly specify on the proposal "Fixed Route Services, MTS Doc. No. B0708.0-20." Proposals received later or at a different location than described herein, will not be considered. Proposals will not be accepted via facsimile.

MTS reserves the right to reject any or all proposals, to select a final candidate for contract award without further discussion or interviews, to request additional information, and to negotiate the final terms and conditions of the resultant agreement.

MTS strongly encourages proposers to register to become a vendor on the MTS procurement website at <http://www.sdmts.com/business-center-procurement/terms-and-conditions>. Registered vendors can receive information about bid notices, addenda, bid awards, submit bids online (when applicable), and view and update their vendor profile.

Sincerely,



Paul C. Jablonski
Chief Executive Officer

January 22, 2020
Date

PCJ/CA/dg

- Attachments:
- A. Instructions to Proposers
 - B. Scope of Work
 - C. Standard Services Agreement, Standard Conditions
 - D. Federal Requirements
 - E. Sample Insurance Certificate(s)
 - F. Submission Information/Proposal Certification
 - G. RFP Attachments

SECTION A**A.1 INSTRUCTIONS TO PROPOSERS****A.1.1. MTS' RIGHT UNDER THIS SOLICITATION**

In soliciting proposals under this Request for Proposals, MTS reserves the rights to exclusively:

- 1) Reject any and all Offers;
- 2) Reject conditional Offers;
- 3) Issue a subsequent solicitation;
- 4) Cancel the entire solicitation;
- 5) Remedy technical errors in the solicitation process;
- 6) Appoint evaluation committee members;
- 7) Reassign evaluation committee members;
- 8) Seek the assistance of outside technical experts in evaluation of Proposals;
- 9) Approve or disapprove the use of particular subcontractors;
- 10) Establish a short list of eligible Proposers after review of Proposals;
- 11) Negotiate with any, all or none of the Proposers;
- 12) Solicit best and final offers from all or some of the Proposers;
- 13) Award contract (s) for all or part of the Specifications or Scope of Work'
- 14) Award a contract to one or more Proposers;
- 15) Award other than the lowest cost offer;
- 16) Waive minor informalities and irregularities in Proposals.

A.1.2. PRE-PROPOSAL MEETING

A Pre-Proposal meeting will be held on the date listed on the Calendar of Events₁ at the Metropolitan Transit System building located **at 1255 Imperial Ave., Suite 1000, San Diego, CA 92101**. While attendance at this meeting is not mandatory, prospective proposers are encouraged to attend.

A.1.3. INTERVIEWS

During the evaluation period, MTS may interview some or all proposers. MTS has identified the week listed on the Calendar of Events₁ for interviews. Proposers will be asked to keep this date available. As no other interview dates will be available Proposers who are unable to attend their interviews as scheduled may be eliminated from further participation in this competitive procurement. The interview may consist of a short presentation by the Proposer after which the evaluation Committee may solicit information relative to the Proposer's proposal and qualification. The committee will use pre-established criteria during the interview to score and develop a final recommendation.

A.1.4. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the requirements of this RFP, especially the Instructions to Proposers and the Scope of Work, and that it is capable of performing the quality of work necessary for the MTS to achieve its objectives as described in this Solicitation.

A.1.5. ADDENDA

MTS reserves the right to amend the RFP at any time. Any amendments to or interpretations of any content of this RFP shall be via written addenda. MTS shall provide copies of Addenda to all prospective Proposers officially known to have received the RFP. Prospective Proposers or their agents shall collect each addendum at the following address: MTS Procurement Department, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101. Notification of Addenda will also be made available through mail or email, by request, to all such prospective Proposers officially known to have received the RFP, and to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted under the RFP. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals, using the Addenda Acknowledgement Form found in this RFP. Proposers who fail to follow this instruction may be disqualified from further participation in this competitive procurement.

If MTS determines that the addenda may require significant additional time for the preparation of proposals, the deadline for submittal may be postponed by a number of days that MTS determines will allow Proposers adequate time to revise their proposals. Any new due date shall be included in the addenda.

A.1.6. CLARIFICATIONS**1. Examination of Documents**

Should a Proposer require clarifications of this RFP, the Proposer shall notify MTS in writing in accordance with Section A.1.6.2 below. Should it be found that the point in question is not clearly expressed in the Solicitation; MTS will publish an addendum of clarification.

2. Submitting Requests

- a. Questions, including those that could not be specifically answered at the pre-proposal meeting, clarifications, or comments must be submitted in writing through MTS's procurement website www.sdmts.com/business-center/procurement and must be received by MTS no later than the date and time listed on the Calendar of Events.
- b. All requests must provide a sufficient amount of information, such that MTS is able to craft an appropriate response, based upon the initial submittals. Any information considered by Proposers to be Proprietary, Trade Secret, or otherwise Confidential shall also be clearly identified. MTS will develop its response from its interpretation of the content of the request. Thus, inadequate or irrelevant information may cause MTS to decline the request.

3. MTS Responses

MTS' responses will be provided in writing to all Proposers and "interested parties." To the extent possible, MTS will not disclose such proprietary information to other Proposers or "interested parties."

A.1.7. SUBMISSION OF PROPOSALS

1. Due Date and Time

Proposals must be submitted by no later than the date and time listed on the Calendar of Events. Proposals received after the above-specified date and time will be returned to the Proposer unopened.

2. Address

Proposals delivered in person, by private delivery courier, overnight courier, or by U.S. Postal Services shall be delivered to the following address:

Metropolitan Transit System
Attention: Claudine Aquino, Contract Officer
MTS Procurement Department
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

NOTE: MTS business hours are from 8:00 a.m. – 5:00 p.m., Monday through Friday, except for public holidays.

3. Identification of Proposals

Proposer shall submit ***one (1) original and eight (8) copies*** of its proposal in a sealed package, addressed as shown above, bearing the Proposer's name and address, and clearly marked as follows:

FIXED ROUTE SERVICES
MTS Doc. No. B0708.0-20

Proposers shall be entirely responsible for any consequences of inadvertent opening of unsealed or improperly identified packages. It is the Proposer's sole responsibility to see that its proposal is received as required. Proposals arriving late due to a delay in delivery will not be accepted.

4. Acceptance of Proposals

- a. MTS reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. MTS reserves the right to withdraw this RFP at any time without prior notice, and MTS makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- c. MTS reserves the right to postpone proposal openings for its own convenience.
- d. MTS reserves the right to require confirmation of information furnished by

Proposer, or to ask the Proposer for additional evidence of qualifications to perform the work, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals.

- e. Proposals received by MTS are public information, and will be made available to the public upon request after award.
- f. Proposals submitted are not to be copyrighted.

A.1.8. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to MTS;
- 3. Negotiating with MTS any matter related to its proposal; or
- 4. Any other expenses incurred by Proposer prior to award of the Contract.

MTS shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses in its proposal.

A.1.9. PRE-AWARD AUDIT

Prior to award of a Contract, short-listed Proposers may be required to undergo an audit of their proposed costs and prices. MTS, at its sole discretion and expense, will conduct the audit to determine if such Proposers' prospective prices are fair and reasonable.

A.1.10. JOINT OFFERS

Where two (2) or more Proposers intend to submit a single proposal to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. MTS intends to contract with a single Proposer and not with joint ventures.

A.1.11. SINGLE PROPOSAL RESPONSE

If only one (1) proposal is received in response to this RFP, and it is found by MTS to be responsive and responsible, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for MTS of the detailed price/cost proposal to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP.

A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements, and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements, must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar timeframe. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price.

A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to Perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application

of resources to the contracted effort, and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from, shall not obligate MTS to accept such a single proposal; and MTS may reject such proposal at its sole discretion.

A.1.12.TAXES

Price proposals are subject to state and local sales taxes. However, MTS is exempt from the payment of federal excise and transportation taxes.

A.1.13.CONTRACT TYPE

MTS intends to award a firm-fixed price contract to the successful Proposer whose Proposal presents the most advantageous terms to the Agency, price, and technical elements having been considered.

A.1.14.PROPOSED AGREEMENT

As a condition of award the successful Proposer agrees that it will sign MTS's Standard Services Agreement and not insist upon the Agency signing any other agreement document.

The successful Proposer will be subject to the provisions contained in the Sample Standard Services Agreement, and the Standard Conditions, Federal Requirements (where the individually awarded contract is federally funded) included in this RFP, and this includes any changes that may be made to reflect the terms of the successful Proposer's proposal. The final Agreement shall also incorporate other pertinent terms and conditions set forth in this RFP.

The Proposer's attention is directed to the Insurance section which specifies the minimum insurance requirements that must be met by the successful Proposer. The Proposer is required to provide evidence of its ability to acquire the required insurance with its proposal. Should the Proposer be unable to provide evidence of insurance within fourteen (14) days after notification of award by MTS, award may be made to an alternative Proposer. (Refer to the Sample Insurance Certificate in the RFP).

The Proposers inability or unwillingness to meet any requirements set forth in Section C, as a condition of contract award, must be stated as an exception in the proposal.

Note: Any exceptions to or deviations from the requirements of this RFP must be submitted on or before the proposal submission deadline or proposal may be deemed non-responsive.

A.1.15.PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with the protest procedures of MTS:

1. Protests Based on Content of Procurement Solicitation

Protests based on the content of the procurement solicitation, must be in writing, and received by MTS within ten (10) calendar days after the first advertisement of the RFP. The Chief Executive Officer or his designee will notify all Proposers that a protest has been filed, and will issue a written decision on the protest prior to the due date. A protest may be renewed by refiling the protest with MTS within fifteen (15) calendar days from the postmark date of the Notice of Intent to Award. The protest must be received by MTS no later than 4:00 p.m. Pacific Standard Time (PST) on the due date.

2. Protests Received After Proposal Due Date

MTS will evaluate all proposals and determine the best-qualified proposers. A Notice of Intent to Award will be emailed to all proposers. Any protest to the notice must be in writing and received by MTS within fifteen (15) calendar days from the postmark date of the notice. The protest must be received by MTS no later than 4:00 p.m. Pacific Standard Time (PST) on the due date. The protest must be received by MTS no later than 4:00 p.m. PST on the due date.

3. Contents of Protests

The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the prohibition against exclusionary or unduly restrictive specifications. The protest must contain a full and complete written statement of the grounds for protest and all supporting documentation. MTS may, but is not obligated to, request additional information concerning the grounds for protest.

4. Replies to Protests

MTS will review all protests as soon as possible. All material submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of MTS or any agency, which may be involved with the procurement except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material, which should be withheld, a statement advising of this fact may be affixed to the front page of the protest document and alleged proprietary information shall be so identified wherever it appears.

The MTS Procurement Manager will reply to all protests in writing with its determination.

5. Request for Reconsideration of Protests

Upon receipt of the decision by the MTS Procurement Manager, the protestor may file a Request for Protest Reconsideration. A Request for Protest Reconsideration must be directed to the Chief Executive Officer in writing and received within five (5) full working days from the postmark date of the reply from MTS. The Chief Executive Officer shall respond to the protest in writing with his or her determination. The protest must be received by MTS no later than 4:00 p.m. PST on the due date.

All protests shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.

6. Administrative Appeal Hearing

Protestors shall have an opportunity to appear and be heard before the Board prior to the opening of the proposals, in the case of protests based on the content of the procurement solicitation or prior to final award, in the case of protests based on other grounds or the renewal of protests based on the content of the solicitation. A request for an Administrative Hearing regarding a protest shall be in writing and directed to the General Counsel. A request for an Administrative Hearing shall be received within five (5) business days of the Chief Executive Officer's written decision. The protest must be received by MTS no later than 4:00 p.m. PST on the due date.

The decision on the protest by the Board shall be in writing, and constitutes a final administrative decision for purposes of judicial review pursuant to Section 1094.6 of the Code of Civil Procedure.

7. Appeal of MTS's Decision to Caltrans

Under limited circumstances, after an interested party has exhausted its administrative remedies at MTS's level, the interested party may appeal MTS's decision to the California Department of Transportation (Caltrans). The deadline for pre-award protest appeals to Caltrans must be received or postmarked ten (10) calendar days (includes mailing time) from the date of MTS's protest decision. The deadline for post-award protest appeals to Caltrans must be received or postmarked ten (10) calendar days (includes mailing time) from the date of Caltrans's protest decision.

A. Caltrans limits review of appeals to:

- (i) MTS's procedural failures (Subrecipient does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- (ii) Violations of Federal law or regulations
- (iii) Violations of State or local law or regulations

B. Appeals to Caltrans must:

- (i) State the name and address of the interested party.
- (ii) Identify MTS responsible for the RFP process.
- (iii) State the grounds for appeal, with supporting documentation.
- (iv) Include a copy of the protest filed with MTS and a copy of MTS's decision.
- (v) State the relief sought from Caltrans.

C. Direct appeals (via mail) to:

California Department of Transportation
Division of Rail & Mass Transportation, MS 39
PO Box 942874
Sacramento, CA 94274-0001

Send a copy (via mail or email only) of the appeal to MTS.

8. FTA Review of Protests

Subject to FTA rules and as permitted by 2 C.F.R. 200.318(k), a protestor may appeal to the FTA within five (5) working days of MTS's final decision.

A.1.16.CHANGES

1. Pre-Award

a. Requests for Clarification and Addenda

Prior to award of a contract, the Scope of Work, Technical Specifications, Addenda, Sample Standard Services Agreement, Federal Requirements, forms, and all certification documents of this RFP constitute the potential contract. Any

inquiry regarding this solicitation must be in writing except that MTS will entertain oral inquiries at the Pre-Proposal Conference, if one is held. To be considered, inquiries must be addressed to the Procurement Officer. Any requests to change these documents after the Pre-Proposal Conference must be submitted in writing to MTS. All changes to this RFP will be made by written addendum. **There will be no oral changes - oral communications are not binding.** Proposers are advised that MTS is not able to ensure that it will be able to respond to inquiries received later than fifteen (15) business days prior to proposal due date. MTS shall issue responses to inquiries and any other corrections, amendments, etc., which it deems necessary in written Addenda issued at least seven (7) days prior to the proposal due date.

b. Request for Approved Equals

Wherever in the solicitation a particular brand or make of material or equipment is shown or specified, such material or equipment is to be regarded merely as a standard for the purpose of concisely indicating the requirements as to type, quality, performance, design and finish. Any material or equipment other than that specified will be acceptable if, in the opinion of the Project Manager, it is as satisfactory for the particular work for which it was intended as the material or equipment specified. Complete documentation in support of an "or equal" offer will be required. The documentation to be provided is as follows:

Approved Equal Evaluation Criteria

1. Direct technical and performance comparisons between the offered equal and the product currently used by the San Diego Metropolitan Transit System (MTS).
2. Submission of proof which illustrates that the product complies and adheres to appropriate industry standards including ASTM, FMVSS, MIL, SAE, or UL.
3. "Accredited Independent Laboratory" analysis report comparing the proposed product with the OEM currently used by MTS.
4. Physical characteristics, properties, specifications, and drawings of the vendor's product.
5. Copy of Manufacturer's Quality Assurance Program and Quality Assurance Manual, if available.
6. Contact names and telephone numbers of other municipalities with transit fleets and other users that utilize the proposed product from the vendor.

Vendor should make its best efforts to provide all (6) product "Evaluation Criteria" points by numbering all six (6) points on the submitted documentation. This will enable all non-technical personnel to identify if the criteria are satisfied.

MTS reserves the right to reject any such other material or equipment offered which is not approved by the Project Manager, as being, in all respects, equal to the named material or equipment for which it is to be used. **Unless there is a specific statement to the contrary, the proposer understands that requests for such approval of any alternative material or equipment as required in the Approved Equal Evaluation Criteria, described above, shall be**

submitted on or before the deadline for submitted written questions/clarifications and request for equals (RFA) as specified in this RFP. MTS shall be the sole judge of the acceptability of items offered as equal, to that specified, and may reject any item not considered as equal. The proposer may be required to provide a non-returnable sample if requested by MTS.

2. Post-Award

Upon contract award, the RFP in its entirety, all addenda, MTS' response to questions/clarifications, the final proposal determined to be the most advantageous to MTS, the Standard Services Agreement and conditions, and Federal Requirements, constitute the contract. Changes to the contract shall be conducted as follows:

- a. Changes by Proposer(s): Proposed changes must be submitted in writing to the Contracting Officer for prior approval. The request must state the reason, any possible changes to the project schedule, and any impacts to the cost of the project.

The Contract Officer shall respond in writing to the proposed change. All approved changes shall be confirmed by written addendum or change order. Oral changes are not permitted or binding. The Proposer shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered or approved by written modification to the contract. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract dispute clause herein.

- b. Changes by MTS: In the event that work, materials, or equipment shall be required that are not specified, indicated, or otherwise provided for herein, the Proposer shall, if ordered in writing by the Chief Executive Officer or his designee, perform such work and furnish such materials or equipment at the Contractor's normal prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both.

If any work, materials, or equipment specified, indicated or otherwise provided for in the contract or in the specifications forming a part of the contract, is required to be omitted from, in, or about the work, the Proposer shall, if ordered by the Chief Executive Officer or his designee, omit the performance of such work and the furnishing of such materials or equipment. There shall be deducted from the amount to be paid to the Proposer an amount, which the Chief Executive Officer or his designee, and the Proposer shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Proposer.

It is understood, however, that the amount of work, materials, or equipment required by the contract shall not, in accordance with above provisions referring to additions or omissions, be so increased or diminished as to substantially alter the general character or extent of the contract.

A.1.17.DUTY TO CLARIFY OBVIOUS AMBIGUITY

The Proposer is required to seek clarification of any obvious ambiguity contained in the Solicitation. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

A.1.18. CONFIDENTIALITY, THE CALIFORNIA PUBLIC RECORDS ACT, AND THE FREEDOM OF INFORMATION ACT**A. Exclusive Property**

Responses to this RFP shall become the exclusive property of MTS and are subject to disclosure under the California Public Records Act.

Those elements of each PROPOSAL that are *trade secrets*, as the term is defined in Civil Code Section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as *TRADE SECRET*, *CONFIDENTIAL* or *PROPRIETARY* may not be subject to disclosure. This may include private financial information about a PROPOSER, but does not include the proposed price submitted as part of the PROPOSAL.

The California Public Contract Code section 20216 provides that other than proprietary information, the content of any request for proposal, any proposal received, and any other communications between a transportation agency and a potential Proposer on a contract that is subject to subdivision (a) shall be made available to the public no later than the same time that a recommendation for awarding a contract is made to the governing board or persons responsible for approving the award of a contract to a Proposer, except that the price proposed in any proposer's initial proposal shall be available upon the opening of the proposal by the agency requesting the proposal.

B. Disclosure of Records

- (1) Unless a State or Federal law or regulation requires that information or a document is exempt from disclosure to third parties, MTS does not consent to withhold information, merely because it is accompanied by a routine confidentiality statement.
- (2) As provided by State and Federal laws, regulations, and guidance, MTS will review information and documents that are the subject of each confidentiality request to determine the extent to which MTS must withhold the information or those documents.
- (3) Any genuinely confidential or privileged information should be:
 - (a) Marked clearly and specifically as "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," and
 - (b) Accompanied by a statement detailing why the information is exempt from public disclosure under State and Federal law. Simply restating the Civil Code definition of a "TRADE SECRET" is not sufficient. The statement must include a factual and legal analysis supporting the Proposer's conclusion that the specific document marked is exempt from disclosure.

Note: Proposer shall identify and provide a list of all the sections/page numbers marked as "confidential" and/or "proprietary" in its proposal (to be submitted as TAB H).

C. Exemption from Disclosure may be deemed Unresponsive

MTS will take into consideration, documents that the PROPOSER deems exempt from disclosure, which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."

Proposers who indiscriminately identify all or most of their PROPOSALS as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this competitive procurement.

D. Indemnification of MTS by Contractor

The PROPOSER agrees to defend and indemnify MTS in any action on a Public Records Act request for any of the contents of a PROPOSAL marked *TRADE SECRET*, *CONFIDENTIAL* or *PROPRIETARY*.

PROPOSER agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising from Proposer's claim that its documents are exempt from disclosure under the Public Records Act.

E. Public Interest

The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.

Proposers must sign the attached California Public Records Act Acknowledgement form and submit with the proposal.

A.1.19.NO PUBLIC OPENING OF PROPOSALS

There will be no public opening of the proposals. Proposals will be treated as a confidential until the contract is approved by the MTS Board of Directors for award.

A.2 PROPOSAL CONTENT, REQUIREMENTS, AND FORMAT**A.2.1. PRESENTATION**

Proposals shall be typed and submitted on 8½"x11" paper using a single method of fastening. Proposals should address the needs of this solicitation directly and shall not include any unnecessarily elaborate or promotional materials. Lengthy narrative is discouraged. Presentations should be brief and concise. Appendices should provide information relevant to the proposal and not consist of the Proposer's general marketing materials.

A.2.2. LETTER OF TRANSMITTAL (to be submitted as TAB A)

The Letter of Transmittal shall be addressed to **Claudine Aquino, Contract Officer**, MTS Procurement Department, and must, at a minimum, contain the following:

Identification of Proposer, including name, address, and telephone number.

- a. Proposed working relationship between Proposer and sub-contractors, if applicable.
- b. Acknowledgment of receipt of all RFP addenda, if any was issued. Please use MTS Addenda Acknowledgement Form provided herein.
- c. Name, title, email, mailing address, and telephone number of the main contact person during proposal evaluation period.
- d. A statement to the effect that the proposal shall remain valid for not less than one hundred eighty (180) days from the date of submittal.
- e. Signature of a person duly authorized to bind Proposer to the terms of its proposal.

A.2.3. TECHNICAL PROPOSAL**I. QUALIFICATIONS AND EXPERIENCE****1. Qualifications/Operational Experience and Capacity of Firm (to be submitted as TAB B.1)**

This section should establish the ability of the Proposer to satisfactorily perform the services by presenting evidence of:

- Quality, extent and relevance of past and current experience in performing work of a similar nature;
- Degree of understanding and comprehension of the scope and objectives;
- Strength and stability, financial capacity and integrity of the firm;
- Staffing capability and quality of proposer's resources relative to the needs of the project and scope of services;
- Record of meeting performance standards on similar agreements; and
- Supportive client references.

Particular attention should be given to Section B, Scope of Work, to ensure the Proposer's ability to fulfill all requirements is demonstrated in its submittal. For each category, Proposer must demonstrate that it (and its sub-contractors, if any) is qualified to perform the pertinent responsibilities described in the Scope of Work.

Qualifications and operational experience and capacity are demonstrated by the following:

Proposer Shall:

- a) Provide a brief profile of the firm, identify the types of services offered as described in each category outlined in the scope of work; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees. The Proposer must provide the number of years of experience for each area of service identified.
- b) Provide a general description of its technical resources, including its financial condition, and identify any conditions; (e.g., bankruptcy, pending litigation, planned office closures, impending merger), which may impede its ability to provide the services. Proposers shall fill out and submit with their proposals the **"Offeror's Financial Questionnaire"** form provided in this RFP.

Provide Proposer's latest **Audited Financial Statements (to be attached to the proposal as Appendix 1)** and financial references to allow MTS to determine firm's financial capacity and stability.

- c) Describe the firm's (or parent) experience, operating a total turnkey fixed route bus operation, (including, Hiring, Scheduling, Radio Dispatch, Operations, Vehicle Maintenance, Facility Maintenance, etc.) equal to or larger than the scope of work described herein.
- d) Describe experience in maintaining Compressed Natural Gas (CNG) fleet comparable in size to the fleet described in the included scope of work.
- e) Corporate skills and experience of the Proposer with full scale Fixed Route startups and/or transitions from existing providers.
- f) Identification of a start-up team and their start-up experience.
- g) Provide a minimum of **three (3)** references for projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the organization who is most knowledgeable about the services performed. Proposer should ensure contact names, emails and telephone numbers are accurate; inaccurate references may be a factor in the overall evaluation of the proposal. Each reference must specifically address start/end dates of the project and services provided that should be correlated with the requirements of this RFP. MTS reserves the right to contact any and all clients or agencies listed, or not, as part of the reference verification.

Use the "Status of Current and Past Contracts" form attached to this RFP.

2. Key Personnel/Staffing Plan (to be submitted as TAB B.2)

This section should provide an explanation of Proposer's management structure, key personnel for this service, an organizational chart and a narrative including the following:

- a) Identify the Proposer's General Manager, Maintenance, and other key personnel for this contract and include areas of subcontracted services; and as applicable, list those subcontracted work(s) services that will be provided to MTS.
- b) Describe key personnel's experience and qualifications, training and education/certification in maintaining safety and quality standards, its employees and its subcontractors. Include an organizational structure/chart of key positions, job descriptions and time allocation for key personnel positions.
- c) Describe the management team's experience working together on similar work.
- d) Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of MTS. Describe Proposer's "back up" plan in the event one or more of the key personnel assigned to this engagement leaves the firm or is not able to meet the requirements herein.
- e) Outline work to be performed by Subcontractors and describe experience with proposed firm. Describe if subcontractor terminate agreement(s).

3. Start-up/Mobilization and Implementation Plan (to be submitted as TAB B.3)

Proposer shall demonstrate plan for mobilizing and transitioning operations with no service disruption. Describe vehicles that will be required or brought to San Diego to allow successful Proposer to train new vehicle operators during transition period.

Proposer shall:

- a) Describe the Implementation/Mobilization Plan necessary to perform the scope of work including significant milestones, activities schedule, and communication, and all key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin. Schedule will be based on a contract commencement date of **January 2, 2021** with actual service operations beginning **June 27, 2021**.
- b) Describe how Proposer will minimize delays and prevent missed service during the implementation phase of the contract?
- c) Describe its current capability to assume additional work required under this contract in conjunction with its other current and pending commitments.
- d) Describe how Proposer will manage the reporting procedures required in the scope (e.g. safety statistics, MDBF, etc.) and ensure full compliance with all local, state, and federal requirements.

- e) Provide additional information which would serve to distinguish its proposal from those of other Proposers, which it believes may be relevant to this RFP and may serve to enhance its capability to perform the required services.

II. TECHNICAL CAPACITY

4. Facility Maintenance (to be submitted as TAB C.1)

This section of the proposal should describe the Proposer's facility and maintenance programs, including ability, technical resources and capacity to respond to MTS's needs per the scope of work.

Proposer shall provide the following:

- a) Routine building maintenance plan, including experience with both state and federal regulatory inspections (e.g. D.E.H., APCD, Stormwater, Dept Industrial Relations, OSHA, Hazardous Waste, SPCC, etc.)
- b) List of Infrastructure (e.g. fuel tanks, lifts, phone, MIS, IT, etc.).
- c) Staffing levels, reporting structure and qualifications.
- d) Describe experience with operating / maintaining LEED certified facilities and maintaining compliance.

5. Vehicle Maintenance (to be submitted as TAB C.2)

Proposer shall describe its vehicle maintenance program, including preventive maintenance, general repairs, inventory control, including required permits and licenses issued by local, state and federal agencies.

Proposer shall provide the following:

- a) Vehicle Maintenance Plan;
- b) Inventory Control Plan which provides context to how you will manage and track: daily fleet availability, farebox and revenue equipment, RTMS radio equipment, fleet video monitoring systems etc.
- c) Mean Distance Between Failures (MDBF) charts from Proposer's other properties of comparable size, scope and complexity. The proposer shall also demonstrate the ability to return revenue vehicles back to revenue service in a timely manner following a mechanical problem and within the timeline specified in the RFP.
- d) A description of the Maintenance Plan, pre- and post-trip inspections, in-service road failures. The maintenance plan should include inspection schedule and preventive maintenance schedules and checklists. Please explain how maintenance will be scheduled so as to not interfere with delivery of daily scheduled transit service.

6. Operational and Oversight Plan/Management Approach (to be submitted as TAB C.3)

I. Operating Plan and Oversight

Describe the plan and procedures for revenue operations, office and field supervision, dispatching, response to in-service vehicle breakdowns, and other service disruptions. Proposer shall include the following:

- a) A description of the proposed weekly operating cycle;
- b) A description of the Proposer's service quality monitoring program, addressing ongoing operator related customer service concerns, on-time performance, proper radio communication procedures, route familiarization, etc.
- c) A description of the process to respond to breakdowns, accidents, late service, emergencies, and other service disruptions, and to ensure on-time performance;

II. Management Approach

Proposer shall include a statement explaining and documenting Proposer's ability to perform the scope of work as set forth in this RFP, including the following:

- a) The Proposer's operations capabilities;
- b) The Proposer's methods and resources to perform the services described in this RFP;
- c) The Proposer's experience proven in time as well as state-of-the-art transit management techniques, including performance monitoring and software;
- d) Include a plan for reporting operating and management data to MTS, including identification or appropriate data, level of detail, and frequency of reporting per the RFP.

7. Customer Service/Communication Plan (to be submitted as TAB C.4)

Proposer shall describe its philosophy and approach to customer service. Include methods for daily interaction and utilization of technology to enhance customer service. Also include internal resolution process for complaints, commendations and suggestions. How will Proposer process for corrective action on an individual and operation-wide basis; complaint ratio reports from Proposer's other properties of comparable size, scope and complexity.

III. TRAINING AND INNOVATION**8. Safety and Training Plan (to be submitted as TAB D.1)**

Proposer shall propose a Training Plans for safety, drivers/vehicle operators, dispatchers, technical support, and supervisory personnel, including the following:

- a) A description of the number of hours of training and frequency for each classification of employee specified by the course content and type of training proposed;
- b) A description of the specific training that will be provided to drivers/vehicle operators on system routes, fare collection, safe driving practices, and customer service, as well as the scope hours of refresher training for accident prevention and the scope and hours of retraining following vehicle accidents;
- c) A description of the proposed training on property security, emergency response, and preparedness procedures;
- d) A description of Contractor's plan to assure that training will be fully adequate in scope and consistent throughout the contract term.

Proposal shall include all personnel under the resultant agreement. Proposal must provide a proficiency certification for all training in the employee's personnel file and have a copy available for MTS's review.

Provide accident ratio charts from Proposer's other properties of comparable size, scope and complexity.

9. Innovation (to be submitted as TAB D.2)

Describe how Proposer is able to introduce new technologies that would improve system reliability, system safety, employee work hours flexibility or other products that help to innovate the way transit is provided. This may also include innovative incentives and plans for the reduction of all safety-related incidents. Provide alternative service models and modes of transportation.

10. 10% Bidding Preference (to be submitted as TAB D.3)

An additional points will be awarded to each Proposer who agrees to retain certain employees per California Labor Code Section 1072 (c)(1). Please include recruitment plan for existing staff and the onboarding process prior to service start date.

IV. COST/PRICE PROPOSAL – A Pricing/Cost Form is provided as an attachment to this RFP. (TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

This section shall include all costs anticipated to perform the work. Cost shall not be offset by fares collected through the services provided. Proposers may also include any other documents as information to further explain the proposed costs. Price proposed must be firm/fixed price and shall remain valid for at least 180 days from proposal due date.

Proposers are directed to the **MTS Cost/Price Proposal Forms**, which shall be completed and submitted in a separate sealed envelope.

Mathematically calculated based upon the reasonableness of the cost or price proposed for the services; competitiveness of the price with other proposals received. Completeness and adequacy of data provided in support of the proposed prices.

For your proposal to be considered responsive, Proposer must complete all the items in the Cost/Price Proposal Forms included in this RFP, including:

- Performance Surety
- Fixed Route Revenue Mileage Rate
- Fixed Route Standby Hourly Rate
- Bus Stop Maintenance and Facility Landscaping Costs
- Transit Center Power washing
- Large Event Hourly Rate
- Minibus Hourly Rate

However, please remember that MTS reserves the right to reject all proposals, to select without further discussion or interviews, to request additional information, and to negotiate the final terms and conditions.

Proposer's Cost and Price Proposals are to be provided in a separate, sealed envelope.

A.2.4. EXCEPTIONS/DEVIATIONS (to be submitted as TAB E)

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions; where Proposer wishes to propose alternative approaches to meeting MTS's technical or contractual requirements, these should be thoroughly explained.

Note: Any exceptions to or deviations from the requirements of this RFP must be submitted on or before the proposal deadline or proposals may be deemed non-responsive.

A.2.5. INSURANCE (to be submitted as TAB F)

As part of its proposal Proposer shall provide proof that it can obtain the insurance coverage required in the Proposed Agreement. Should Proposer be unable to provide evidence of insurability, MTS may disqualify that Proposer from further participation in this competitive procurement.

A.2.6. PERFORMANCE SURETY

For the purpose of this Solicitation,

Performance bond: means a surety equivalent to **\$500,000** which Proposer delivers to the SDMTS in the format that the Proposer and SDMTS may agree upon to serve as guarantee that Proposer will complete all of its obligations under the contract. The performance bond will be in effect for the entire life of the contract and shall cover any and all time extensions to the contract.

Concurrent with the execution of the resultant Contract, the successful Proposer will submit to the San Diego MTS a Performance Bond issued by a Surety satisfactory to the MTS and who is

authorized to issue such bonds in the state of California. The amount of surety will equal **\$500,000**. Alternatively, the successful proposer may issue the performance surety in the form of a certificate of deposit in the SDMTS' name at a bank with offices in San Diego, California or a cash deposit in escrow at a bank with offices in San Diego, California. The Performance Surety will be in effect during the life of the agreement and shall extend to any contract extensions. Ownership of the surety, whether in bond or cash, and including interests earned during the escrow period, will revert to the Proposer at the end of the project, less any deductions for contractually authorized payments to the SDMTS, provided the project is satisfactorily delivered to and accepted by MTS.

A.2.7. APPENDICES (to be submitted as TAB G)

Information considered by Proposer to be pertinent to this procurement and which has not been specifically solicited in previous parts in this RFP may be added to a proposal as a separate attachment. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

A.2.8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Each awarded contract may be a covered transaction for purposes of 49 C.F.R. Part 29 in the event that federal funding is utilized for payment by MTS. As such, the successful Proposer or Proposer is required to verify that the successful Proposer or Proposer, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are not excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The successful Proposer is required to comply with 49 C.F.R. 29, Subpart C, and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower-tier covered transaction it enters into.

By signing and submitting its proposal, the successful Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTS. If it is later determined that the successful Proposer knowingly rendered an erroneous certification, in addition to remedies available to MTS, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The successful Proposer agrees to comply with the requirements of 49 C.F.R. 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The successful Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

- **Submission Requirements**

Each Proposer shall complete the certification form, "Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters," included in this RFP for itself and its principals and submit this certification with its proposal. Failure to do so may result in rejection of the proposal.

A.2.9. RESTRICTIONS ON LOBBYING

As a recipient of federal funds, MTS is required to certify compliance with the influencing restrictions and efforts of Proposer to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The Proposer to this solicitation will be required to complete and submit to MTS the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place – see Section D.4. If the successful Proposer did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MTS. This form should be completed and submitted with the proposal. Failure to provide the completed and signed forms will result in the proposal removal from consideration.

A.2.10.DRUG AND ALCOHOL TESTING

Pursuant to the rules and regulations of the Department of Transportation, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. Part 655.

As a condition of this contract, the following are the Contractor's Drug and Alcohol Testing Obligations:

- A. Contractors Certification: Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation's regulations.
- B. Indemnification of MTS: Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC may incur as a result of Contractor's failure to comply with any applicable drug and alcohol testing obligations.
- C. Survival of MTS's Indemnification Rights: The rights and obligations contained in "B" (Indemnification of MTS) will survive any termination or expiration of this Agreement.
- D. Failure to comply with Drug and Alcohol Testing Obligations May Result in Termination of Contract. If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

A.2.11.STATUS OF CURRENT AND PAST CONTRACTS

"Status of Current and Past Contracts" form, Proposer shall list, a minimum of three (3), the status of current and past contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years. A separate form must be completed for each contract. Proposer shall provide an accurate contact name, email, and telephone number for each contract and indicate the term of the contract and the original contract value. If Proposer is no longer providing service to the public agency, Proposer is to identify if a new contract was awarded to a different firm through the procurement process, or if the contract was terminated by either public agency or by the contractor for cause or convenience. If the contract

was terminated, list the reason for termination. Proposer must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Proposer confirming that the information provided is true and accurate.

A.2.12. TAB SUBMISSION SYNOPSIS:

1. Letter Of Transmittal (to be submitted as **TAB A**)
2. Qualifications/Operational Experience and Capacity of Firm (to be submitted as **TAB B.1**)
3. Key Personnel/Staffing Plan (to be submitted as **TAB B.2**)
4. Start-up/Mobilization and Implementation Plan (to be submitted as **TAB B.3**)
5. Facility Maintenance (to be submitted as **TAB C.1**)
6. Vehicle Maintenance (to be submitted as **TAB C.2**)
7. Operational and Oversight Plan/Management Approach (to be submitted as **TAB C.3**)
8. Customer Service/Communication Plan (to be submitted as **TAB C.4**)
9. Safety and Training Plan (to be submitted as **TAB D.1**)
10. Innovation (to be submitted as **TAB D.2**)
11. 10% Bidding Preference (to be submitted as **TAB D.3**)
12. Exceptions/Deviations (to be submitted as **TAB E**)
13. Insurance (to be submitted as **TAB F**)
14. Appendices (to be submitted as **TAB G**)
15. List of Confidential and/or Proprietary sections (to be submitted as **TAB H**)

A.3. EVALUATION AND AWARD**A.3.1. EVALUATION CRITERIA**

MTS will evaluate the offers received based on the following criteria:

1. Pass/Fail Criteria
 - a. Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of insurability should be attached to the proposal. **(Pass/Fail)**
 - b. Proposer has demonstrated at least five (5) years of relevant experience. Experience is relevant if it falls within a category in the Scope of Work. **(Pass/Fail)**
 - c. Proposer has demonstrated previous complete turnkey Fixed Route operation experience working for or with public agencies, transit entities, or corporations. **(Pass/Fail)**

Proposers who fail to meet the criteria mentioned above may not be considered for further evaluation.

The Proposal Evaluation Criteria below contains the evaluation criteria weight in %, by which a proposal from a qualified Proposer will be considered for selection. An award, if made, will be to a responsive and responsible Proposer for a proposal that found to be in MTS's best interests, based on price and other technical evaluation criteria considered.

Award will be based upon criteria listed below, and may not necessarily be made to the Proposer offering the lowest price.

#	PROPOSAL EVALUATION CRITERIA	Points	Total Score (%)
I.	Qualifications		
1	Qualifications/Operational Experience and Capacity of Firm	5%	25%
2	Key Personnel/Staffing Plan	15%	
3	Start-Up/Mobilization and Implementation Plan	5%	
II.	Technical Capacity		
4	Facility Maintenance	5%	30%
5	Vehicle Maintenance	5%	
6	Operational and Oversight Plan/Management Approach	10%	
7	Customer Service/Communication Plan	10%	
III.	Training and Innovation		
8	Safety and Training Plan	10%	25%
9	Innovation	5%	
10	10% Bidding Preference	10%	
IV.	Cost and Price	20%	20%
Total:			100%

A.3.2. PROPOSAL EVALUATION

MTS uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The selection for award is based upon the consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MTS.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MTS staff and may include outside personnel. Committee members will initially evaluate each proposal using the pass or fail criteria identified in herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two step process. Technical proposals will be reviewed and scored first without consideration for price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the technical evaluation, the committee, at its sole discretion may contact any or all of the Proposers with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may conclude the evaluation process and submit a recommendation to the CEO.

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. MTS has identified **mid-June 2020 to mid-July 2020** to be the tentative dates to conduct interviews, if needed. MTS will notify Proposers in advance of their scheduled interview date. If a Proposer is unable to attend their interview on the specified date; its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Proposer after which MTS may ask questions and/or request clarification related to any element of a proposal and its qualifications. MTS may also enter into negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

- A. The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.
- B. The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals. (Both Options A and B may result in a new ranking and competitive range.)
- C. The committee may also elect to bypass both Options A and B, and move forward to Best and Final Offers (BAFO).

Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.

After the BAFO's are evaluated and scored, the evaluation committee may recommend to the Chief Executive Officer, a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MTS. The Chief Executive Officer will review the evaluation committee's recommendation and may enter into further negotiations with the Proposer(s) or forward its decision to the full Board of Directors for final action.

A.3.3. AWARD AND EXECUTION

At the conclusion of evaluation, the evaluation committee will submit (with concurrence of the Chief Executive Officer) a recommendation for award to the MTS' Board of Directors for consideration and approval. MTS may also negotiate contract terms with the selected Proposer prior to award and expressly reserves the right to negotiate with several Proposers simultaneously, and to award contracts to multiple Proposers offering the most favorable terms to MTS.

MTS reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as MTS may deem to be in its best interest. In addition, negotiations may or may not be conducted with Proposers; Proposals should contain the Proposer's most favorable terms and conditions. Prior to award of the contract, the selected Proposer may be required to submit a pre-award audit of their financial records to confirm claims of financial stability and to ascertain the capacity of the Proposer's accounting system to properly administer the Agreement.

A.3.4. W-9 FORMS

Prior to award, all Contractors must have a W9 on file with MTS. Completed forms must be submitted to MTS Procurement Department, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101 or faxed to 619-446-4279.

A.3.5. CALIFORNIA TAX WITHHOLDING FORMS

Prior to award, all Contractors must complete the **Form 590 Withholding Exemption Certificate** (see attached Sample) if they have a permanent place of business in California, or **Form 587 Non-Resident Withholding Allocation Worksheet** (see attached Sample) if they do not have a place of business in California. Completed forms must be submitted to MTS Procurement Department, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101 or faxed to 619-446-4279 prior to MTS' receipt of your first invoice.

A.3.6. NOTIFICATION OF INTENT TO AWARD AND DEBRIEFING

Proposers who submit a proposal in response to this RFP will be notified of MTS' intent to award a Contract. Any protest with this notice must comply with Section A.1.15 - Protest. Proposers who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal, after the execution of the contract. Unsuccessful Proposers who wish to be debriefed must request the debriefing in writing or by electronic mail, and MTS must receive it no later than three (3) days after the award date. All debriefings shall be conducted after the contract has been awarded.

Based on MTS's RFP Scope and proposal evaluation requirements, Proposers shall submit the following with its proposal and labeled clearly and accordingly:

A.3.7. APPENDIX SUBMISSION SYNOPSIS:

1. Audited Financial Statements (to be submitted as **Appendix 1**)
2. Road Supervision Plan (to be submitted as **Appendix 2**)
(including distribution and staffing levels by area and time of day)
3. Drivers Training Program (to be submitted as **Appendix 3**)
4. Training Schedule – including ADA Compliance (to be submitted as **Appendix 4**)
5. Maintenance Training Schedule (to be submitted as **Appendix 5**)
6. Facilities Management Plan (to be submitted as **Appendix 6**)
7. IT Staffing Plan (to be submitted as **Appendix 7**)
8. Security Protocol Plan (to be submitted as **Appendix 8**)
9. Preventive Maintenance Inspection (PMI) (Facilities and Vehicles/Fleet) (to be submitted as **Appendix 9**).
10. Transition Plan (to be submitted as **Appendix 10**)
11. Customer Service Training Plan (to be submitted as **Appendix 11**)
12. Drug and Alcohol Plan (to be submitted as **Appendix 12**)
13. CNG Fueling Safety Procedures and Equipment Familiarization Plan (to be submitted as **Appendix 13**)
14. Recruitment and Retention Plan (to be submitted **Appendix 14**)
15. Zero Tolerance Policy Regarding Distracted Driving (PEDs) (to be submitted as **Appendix 15**)
16. Driver Incentive Program (to be submitted as **Appendix 16**)
17. Security Plan (to be submitted as **Appendix 17**)
18. Commodity Conservation Plan (to be submitted as **Appendix 18**)
19. Continuity of Operations Plan (COOP) (to be submitted as **Appendix 19**).
20. Revenue Control Plan (to be submitted as **Appendix 20**).

SECTION B - SCOPE OF WORK/TECHNICAL SPECIFICATION FOR SERVICES**B.1 SCOPE OF SERVICES****GLOSSARY OF TERMS**

Terminology	Definition
Contractor	The firm or corporation which has been awarded MTS Transit service contract, including its officers, employees, agents, subcontractors, or anyone acting on behalf or for whom it is legally responsible.
SDMTS/MTS	San Diego Metropolitan Transit System
SBD	South Bay Division (SBD) - 3650A Main Street, Chula Vista, CA 91911
ECD	East County Division (ECD) – 544 Vernon Way, El Cajon, CA 92020
SDTC	San Diego Transit Corporation
SDTI	San Diego Trolley, Inc.
IAD	Imperial Avenue Division
KMD	Kearny Mesa Division
Day(s)	Refers to Calendar Day(s) as opposed to Working Day(s), unless stated otherwise.
Total Passengers	<p>The number of passengers who board public transportation vehicles. Passengers are counted each time they board a vehicle no matter how many vehicles they use to travel from their origin to their destination. (NTD-Unlinked Passenger Trips: The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.)</p> <p>Total passengers is the numerical sum of all passengers, including but not limited to Adult Pass, Day Pass, Youth Pass, Senior/Disable Pass, Adult Cash, College Pass, UCSD, Youth Cash, Senior/Disabled Cash, Token, Prepaid Tickets, Transfer and Free Ride passengers, that travel on such vehicles.</p>
Adult Pass Passengers	The number of passengers who board public transit vehicles and pay using an Adult or College/Semester Pass or EcoPass. Adult Pass holding passengers are counted each time they board a vehicle no matter how many vehicles they use to travel from their origin to their destination.
Day Pass Passengers	The number of passengers who board public transit vehicles and pay using a Day/Multi-Day Pass. Day/Multi-Day Pass holding passengers are counted each time they board a vehicle no matter how many vehicles they use to travel from their origin to their destination.
Youth Pass Passengers	The number of passengers who board public transit vehicles and pay using Youth Passes. Youth Pass holding passengers are counted each time they board a vehicle no matter how many vehicles they use to travel from their origin to their destination.

Senior/Disabled Pass Passengers	The number of passengers who board public transit vehicles and pay using Senior/Disabled Passes. Senior/Disabled Pass holding passengers are counted each time they board a vehicle no matter how many vehicles they use to travel from their origin to their destination.
Adult Cash Passengers	The number of passengers who board public transit vehicles and pay a Basic, Express, or Express Premium Cash Fare.
Senior/Disabled Cash Passengers	The number of passengers who board public transit vehicles and pay a Senior/Disabled Cash Fare.
Token Passengers	The number of passengers who board public transit vehicles and pay using a Token.
Prepaid Ticket Passengers	The number of passengers who board public transit vehicles and pay using a Prepaid Ticket. This also includes passengers with Jury Duty tickets.
Free Ride Passengers	The number of passengers who board public transit vehicles and ride free due to their age or because of some public transit promotional campaign. This also includes employee passes. Free ride passengers are counted each time they board a vehicle no matter how many vehicles they use to travel from their origin to their destination.
Revenue Passengers	The number of passengers who board public transit vehicles and pay using any fare media.
Non-Revenue Passengers	The number of passengers who board public transit vehicles as free ride. This includes employees and fare-evading passengers.
Total Vehicle Miles	The total number of miles that each vehicle is operated, including miles traveled to and from non-contractor repair facilities, training and other deadhead travel not directly for the purpose of revenue service (platform time).
Total Vehicle Miles on Active Vehicles in Period	The total miles accumulated during the period on all active vehicles, based on the end of period inventory.
Total Service Miles	<p>The miles a vehicle travels from the time it pulls out from its garage to go to revenue service to the time it pulls in from revenue service. It is considered platform time mileage. For conventional scheduled services, it includes mileage accrued during:</p> <p><u>Revenue Miles</u> - The miles that are accrued during running time and layover/recovery time.</p> <p><u>Deadhead Miles</u> - The miles that a vehicle travels when out of revenue service. Deadhead includes: 1) between the garage and the route, or 2) when changing routes and the vehicle must travel from the end of one route to the beginning of the next route. 3) When there is no expectation of carrying revenue passengers. Deadhead time is also known as non-revenue time (i.e., the vehicle is not available for travel for the general</p>

	public).
Revenue Miles	<p>The miles that vehicles actually travel while in revenue service. Vehicle revenue miles include:</p> <ul style="list-style-type: none"> • Layover / recovery mileage (if any) <p>But exclude mileage accrued during:</p> <ul style="list-style-type: none"> • Deadhead • Charter service • Operator training, and • Vehicle maintenance testing
Total Service Hours	<p>The hours a vehicle travels from the time it pulls out from its garage to go to revenue service to the time it pulls in from revenue service. It is considered platform time. For conventional scheduled services, it includes:</p> <p><u>Revenue Time</u> –The time accrued during running time and layover/recovery time.</p> <p><u>Deadhead Time</u> - The time when a vehicle travels out of revenue service. Deadhead includes: 1) between the garage and the route, or 2) when changing routes and the vehicle must travel from the end of one route to the beginning of the next route. 3) When there is no expectation of carrying revenue passengers. Deadhead time is also known as non-revenue time (i.e., the vehicle is not available for travel for the general public).</p>
Revenue Hours	<p>The hours that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue hours include:</p> <ul style="list-style-type: none"> • Layover / recovery time <p>But exclude time accrued during:</p> <ul style="list-style-type: none"> • Deadhead • Charter service • Operator training, and • Vehicle maintenance testing
Passenger Mile	<p>The cumulative sum of the distances traveled by each passenger. Passenger miles are an indicator of service utilization and reflect the number of riders factored by the distance they travel. This indicator is generated by SANDAG. The passenger miles are expanded for use in the annual NTD report.</p>
SANDAG	San Diego Association of Governments
Seat Mile	An indicator of the amount of service provided that is calculated by multiplying the number of seats by revenue miles operated.

Mechanical System Failures	Mechanical System Failures are classified as either a Major or Other failure of a part of the revenue vehicle's mechanical systems. You should report all failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover. See Major and Other NTD classifications below.
Major Mechanical System Failures	<p>These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling system, steering and front axle, rear axle and suspension and torque converters. In the event extra service is able to complete the scheduled revenue trip, it is still a major mechanical system failure as the original vehicle was unable to complete the trip.</p> <p>A number of factors affect the number of major mechanical system failures incurred by a transit agency including local operating conditions, types of vehicles operated, and effectiveness of the maintenance program. However, it is expected that the same types of major mechanical failures will be reported by different agencies. The differences among agencies may be in the numbers reported, not the types of major mechanical failures.</p>
Other Mechanical System Failures	These are failures of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other bus failures include breakdowns of fareboxes, wheelchair lifts, heating, ventilation and air conditioning (HVAC) systems and other problems not included as a major mechanical systems failure."
Non-Mechanical System Failures	These are non-mechanical events on a revenue vehicle that requires the assistance of someone other than the revenue vehicle operator; and prevents the original vehicle from completing the trip because of safety and/or health concerns. Non-mechanical events include such events as driver-illness relief, unsanitary interior conditions, etc., that lead to the original vehicle missing service.
Service Interruption	Any occasion where a scheduled trip is not completed due to a mechanical or non-mechanical system failure road call and the operator is not able to service the trip with another vehicle and/or vehicle operator. A service interruption may therefore be maintenance- or operations-related in origin, and is a subset of the missed trip statistic.
Extra Service	Any trip that is operated by a vehicle and operator, that was not part of the original schedule of service, but was dispatched to assist with either passenger loads on a route, or with a vehicle from any other operation that became inoperable. This includes service dispatched to prevent missed trips, service bridges and special events. Data reported will include, by vehicle, the mileage, time in service and number of trips.

Collision (NTD definition and reporting requirements)	Collisions can be with another transit vehicle, a non-transit motorized vehicle, a rail vehicle, a person (including a bicyclist), an object, an animal, a vessel, or a dock. Do not report a suicide or attempted suicide as a collision. Suicides/attempted suicides are to be reported under the incident type of Personal Security Event (described below).
Preventable Collision	Collisions can be with another transit vehicle, a non-transit motorized vehicle, a rail vehicle, a person (including a bicyclist), an object, an animal, a vessel, or a dock. Do not report a suicide or attempted suicide as a collision. Suicides/attempted suicides are to be reported under the incident type of Personal Security Event (described below). See <i>National Safety Council Guide to Determine Motor Vehicle Accident Preventability</i> .
Non- Preventable Collision	Collisions can be with another transit vehicle, a non-transit motorized vehicle, a rail vehicle, a person (including a bicyclist), an object, an animal, a vessel, or a dock. Do not report a suicide or attempted suicide as a collision. Suicides/attempted suicides are to be reported under the incident type of Personal Security Event (described below). See <i>National Safety Council Guide to Determine Motor Vehicle Accident Preventability</i> .
Accidents (MTS-required - in addition to what is required by NTD)	Any unintentional event that results in property damage or injury. These include events that occur with buses, non-revenue vehicles, in the bus yard, in revenue service, and while deadheading to and from revenue service.
Unsafe Acts	<p>An unsafe act is defined as any action or lack of action that could result in property damage or personal injury to any individual. This would include actions that you performed or failed to perform. Actual damage or injury need not occur; the potential for damage or injury is all that is required to constitute an unsafe act. The following are examples of unsafe acts by an employee:</p> <ol style="list-style-type: none"> 1. Actions that place passengers, the public or employees in imminent danger of serious bodily injury. Actions that may result in major physical damage to our property or the property of others. Actions involving operator negligence. 2. Knowingly operating a vehicle that is in an unsafe condition. 3. Operating or causing to have operated a vehicle in violation of state or federal laws or regulations. 4. Events involving a high degree of operator negligence such as the violation of traffic laws, control devices or speed limits. Events involving careless or reckless driving.
Incidents (Safety)	Incidents are defined as events that are not the fault of the driver and don't result in property damage or injury (passenger falls while the bus is not in motion for instance).
Incidents (MTS-required reporting requirements in	Includes assault, robbery, rape, attempted suicide, suicide, theft, motor vehicle theft, larceny, and homicide. Incidents that are not collisions, fires, derailments, acts of nature, hazardous material spills, or security events and that result only in a person being immediately transported from the

<i>addition to NTD required data)</i>	scene for medical treatment, including transport by a personal vehicle. Do not report incidents that occur in the maintenance department of a transit agency or are related to maintenance activities (except for derailments of maintenance equipment).
NTD Reportable Incident (NTD Accidents)	<p>A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:</p> <p>A fatality confirmed within 30 days of the incident;</p> <p>An injury requiring immediate medical attention away from the scene for one or more persons;</p> <p>Property damage equal to or exceeding \$25,000;</p> <p>An evacuation for life safety reasons; or</p> <p>A mainline derailment.</p>
Complaints	Any written or oral complaint received by a transit system related to transit operation or service.
Compliments	Any written or oral compliment received by a transit system related to transit operation or service.
Full Time Equivalent Employees (FTE)	Full-time-equivalent (FTE) employees employed in connection with the public transit system based on the assumption that one employee is paid for 2,000 hours of work per year. (Total labor hours/2,000).
Vehicle Operators (FTE)	<p>The full-time-equivalent (FTE) number of employees employed as Vehicle Operators based on the assumption that one employee is paid for 2,000 hours of work per year. (Total Vehicle operator labor hours/2,000)</p> <p>Operator - The personnel (other than security agents) scheduled to be aboard vehicles in revenue operations including: Vehicle operators, conductors, and ticket collectors. Operators may also include attendants who are transit agency employees that are on board vehicles to assist riders in boarding and alighting, securing wheelchairs, etc.</p>
Maintenance Personnel (FTE)	<p>The full-time-equivalent (FTE) number of employees employed as Maintenance Personnel based on the assumption that one employee is paid for 2,000 hours of work per year.</p> <p>(Total Maintenance Personnel labor hours/2,000)Maintenance personnel is composed of both Vehicle Maintenance personnel and Non-vehicle Maintenance personnel:</p> <p><u>Vehicle Maintenance Personnel:</u> Employee hours for transit system personnel performing inspection and maintenance, vehicle maintenance of vehicles (minor repairs to vehicle components, making road calls, rebuilding and overhauling repairable components, and inspecting vehicles or components of vehicles on a scheduled preventive maintenance basis), performing servicing functions (cleaning, sweeping, washing, fueling, oiling, etc.) for revenue and service vehicles, and repairing damage to vehicles resulting from vandalism or accidents. Personnel include vehicle maintenance managers, port engineers, service</p>

	<p>managers, secretarial staff, and personnel engaged in directing and supervising maintenance and repairs to transit vehicles.</p> <p><u>Non-Vehicle Maintenance Labor</u>: Employee hours for transit system personnel providing maintenance support to executive, professional, and supervisory personnel, for inspecting, cleaning, repairing and replacing all components of: vehicle movement control systems; farecollection and counting equipment; roadway and track; structures, tunnels and subways; passenger stations; communications system; and garage, shop, operating station, general administration buildings, grounds and equipment. In addition, it includes support for the operation and maintenance of electric power facilities.</p>
Administration Support Personnel (FTE)	<p>The full-time-equivalent (FTE) number of employees employed as Administrative and Support Personnel based on the assumption that one employee is paid for 2,000 hours of work per year. (Total Administration-Support personnel labor hours/2,000).</p> <p><u>Administration and Support Personnel</u> - Employee hours for transit system personnel providing support in vehicle operation activities, i.e., supervising station and terminal transportation, instructing operators and inspecting operator performance, controlling dispatch and vehicle movements, supervising and preparing schedules for transportation operations, and providing secretarial support for these activities. Personnel include transportation managers, traffic managers, port captains, terminal managers, superintendents, and secretaries.</p>
Peak Hour Vehicles (Annual)	The number of vehicles operated to meet the annual maximum service requirement. This is the revenue vehicle count during the peak season of the year; on the weekday and time that maximum service is provided. The measure of Peak Hour Vehicles excludes atypical days or one-time special events.
Peak Hour Vehicles (Quarter)	The number of vehicles operated to meet the quarter's maximum service requirement. This is the revenue vehicle count during the peak season of the quarter; on the weekday and time that maximum service is provided. Vehicles operated in maximum service exclude atypical days or one-time special events.
Total Vehicles Available	The vehicles in the year-end fleet that can be available to be operated in revenue service, including spares and vehicles temporarily out of service for routine maintenance and minor repairs. (active vehicles in fleet: NTD) Public transportation revenue vehicles which do not restrict access, are usable, and provide allocated space and/or priority seating for individuals who use wheelchairs.
Total Driver Pay Costs	Total driver pay costs, including pay for overtime, spread time, premiums, guarantee time, travel time and all other pay related to the service provided. This also includes pay costs for drivers working extra board.
Total Exp. Driver Pay Hours	Total of all pay hours of the drivers including overtime, vacation, sick leave, etc.

Total Fuel Gallons/Therms	The total gallons of fuel (gasoline, CNG, methanol, ethanol, etc.) or gallon equivalent consumed by revenue and service vehicles. Convert therms of CNG into gallon equivalents.
Total Trips (Fixed Route)	A trip which begins with a departure from a terminal or scheduled stopping point and ends with either a round trip return to the starting point or arrival at another terminal or scheduled starting point.
Missed/Incomplete Trips	One Vehicle Trip shall be one round-trip by a bus on a loop route and one one-way trip between terminals on a line route. A Vehicle Trip is considered incomplete when any of the following occur: (1) the Vehicle Trip does not operate at all; (2) the Vehicle Trip leaves the originating terminal timepoint in excess of 50% of the route's scheduled headway; (3) the Vehicle Trip is operating so late that the next scheduled Vehicle Trip catches up to it at any point along a bus route; or (4) the Vehicle Trip misses any of the bus stops along the scheduled route.
Operating Cost (Operator)	The total cost to support the ongoing operations of transit service, including: personnel, outside services, materials and supplies, energy, risk management, as well as general and administrative line items.
Total Fare Revenues	The numerical sum of Passenger Fares and Special Transit Fares.
Advertising	Revenues earned from advertisements displayed on transit vehicles and/or property.
Contracted Service Revenues	Revenues earned from transportation services operated under contract to another MTS system operator
Total Revenues	Total Revenues is the numerical sum of Total Fare Revenue, Advertising and Contracted Service Revenues.
On Time Performance	Any trip that departs from a scheduled time point 0 seconds early to 4 minutes 59 seconds late of their scheduled departure time is considered on time.
Number of Runs Checked	The number of trips surveyed with regards to their on-time performance within a fiscal quarter. A <i>"trip"</i> is defined as a one-way travel of a bus on a single route.
Total Number of System Runs	The number of trips made by all routes operated by an MTS operator within a fiscal quarter. A <i>"trip"</i> is defined as a one-way travel of a bus on a single route.

Passenger Fares	<p>The revenue earned from carrying passengers in regularly scheduled and demand response services. Passenger fares include:</p> <ul style="list-style-type: none"> - Cash Revenue - Prepaid Revenue - Token Revenue <p>(Derived from NTD - Passenger Fares: pg. 92-93)</p>
Cash Revenue	The cash earned from carrying cash paying passengers on regularly scheduled and demand response services (includes both Basic Fare and Senior/Disabled paying passengers).
Token Revenues	The revenue earned from carrying Token paying passengers in regularly scheduled and demand response services.
Prepaid Ticket Revenues	The cash earned from passengers who have purchased prepaid fares on regularly scheduled and demand response services. Prepaid fares include Adult Pass, Youth Pass, and Senior/Disabled pass fares as well as "Day Pass" fares.
Special Transit Fares	<p>The revenues earned for rides given in regular transit revenue service, but paid for by some organization rather than by the rider, and for rides given along special routes for which revenue may be guaranteed by a beneficiary of the service. Special transit fares include:</p> <ul style="list-style-type: none"> - Providing rides for letter carriers with payments being made directly from the U.S. Postal Service - Providing rides for police with payments being made directly from the police authority - Industrial firms, shopping centers, public and private universities, etc., to guarantee a minimum revenue on a line operated especially for the benefit of the payer - Contractual arrangements with state or local governments - Contractual arrangements for non-government entities for special transit fares and from providing special service rides for sporting events, sightseeing, etc., where fares are not guaranteed on a contractual basis. <p>(Ref: NTD - Passenger Fares: pg. 93)</p>
Total Fare Revenues	The numerical sum of Passenger Fares and Special Transit Fares. (Ref: NTD - Passenger Fare Revenue: pg. 92)
Lifetime Mileage Per Active Vehicle	The total miles accumulated on all active vehicles since date of manufacture divided.
Vehicles in Operation	The maximum number of vehicles actually operated to provide service on an average weekday, average Saturday and average Sunday.

Vehicles in Total Fleet	All revenue vehicles held at the end of the fiscal year, including those: In service; In storage; Emergency contingency; and Awaiting sale.
Time Service Begins	Start of morning transit service, i.e., the time when the first revenue service vehicle leaves the garage or point of dispatch.
Time Service Ends	End of night transit service; i.e., the time when a revenue service vehicle returns to the garage or point of dispatch.
Standing Capacity	The number of standing passengers that can be accommodated aboard the revenue vehicle during a normal full load (non-crush) in accordance with established loading policy or, in absence of a policy, the manufacturer's rated standing capacity figures.
Spare Vehicles	The revenue vehicles maintained by the transit agency to: Meet routine and heavy maintenance requirements; Meet unexpected vehicle breakdowns or accidents; and Thereby preserve scheduled service operations.
Running Time	The hours (miles) the vehicle travels on the route in passenger service, typically from the beginning to the end of a route. It includes all travel and time from the point of the first passenger pickup to the last passenger drop-off, as long as the vehicle does not return to the dispatching point.
Route Deviation	A type of transit service that operates as conventional fixed route bus (MB) service along a fixed alignment or path with scheduled time points at each terminal point and key intermediate locations. Route deviation service is different than conventional fixed route bus (MB) service in that the bus (MB) may deviate from the route alignment to serve destinations within a prescribed distance (e.g., $\frac{3}{4}$ mile) of the route. Following an off route deviation, the bus must return to the point on the route it left. Passengers may use the service in two ways: If they want to be taken off route as part of a service deviation, they must tell the bus operator when boarding, or If they want to be picked up at an off route location, they must call the transit system and request a pickup, and the dispatcher notifies the bus operator.
Platform Time	The time during which an operator operates the revenue vehicle in a) line service or in deadheading (including layover periods in the vehicle at a rest point) or b) for charter, contract, and special non-contract service, or is deadheading or laying over as a result of such service.
Part Time Employees	Employees of the transit agency who work less than the local definition of full time. Normally, these persons are not provided the full benefits package (e.g., sick leave, vacation and insurance benefits) associated with full time employment. Full time employees working part of their time in a function or mode are not part time employees.

Layover / Recovery Time	The amount of time scheduled at the end of the route before the departure time of the next trip. This time is scheduled for two reasons: To provide time for the vehicle operator to take a break (layover) To provide time to get back on schedule before the next trip departs if the trip arrives late at the end of the route (recovery).
Employee	An individual who is compensated by the transit agency as follows: <ul style="list-style-type: none"> • For directly operated (DO) services, the labor expense for the individual is reported in object class (501) labor. • For purchased transportation (PT) service, the labor expense for the individual meets the same criteria as object class (501) labor. • Applies to Transit Employees and Contractors.
Employee Work Hours	Employee labor hours, not including fringe benefit hours such as: <ul style="list-style-type: none"> • Sick leave • Holidays, and • Vacations. Work hours include: <ul style="list-style-type: none"> • Only labor hours for employees of the transit agency • Both full time and part time • Permanent and temporary.
On-Time Performance (OTP)	Percent of service that is within zero minutes zero seconds (00m:00s) early and four minutes fifty-nine seconds (04m:59s) late.
Peak Vehicle Requirement	Maximum number of vehicles available to provide scheduled service during the heaviest service period of the week.
Premium Express	High-speed, point-to-point service geared toward commute markets. Service provided during weekday peak periods only and scheduled to meet primary work shift times. May use over-the-road coaches for maximum comfort and highway operations.
Express	High-speed service geared toward linking major subregional residential, employment, and activity centers. Service is generally provided throughout the weekday and possibly on weekends. Operates primarily on highways and major arterials.
Rapid	High-frequency service primarily operated along major arterials in denser urban areas. Serves multiple-trip purposes and generally experiences high turnover along the route. May be operated as regular (all stops) or limited (stopping only at major transfer points and activity centers).
Urban Frequent	High-frequency service primarily operated along major arterials in denser urban areas. Serves multiple-trip purposes and—generally experiences high turnover along the route. May be operated as regular (all stops) or limited (stopping only at major transfer points and activity centers).

Urban Standard	Basic transit service along major arterials throughout the MTS service area. Operates in less dense urban and suburban areas. Serves multiple-trip purposes and provides access to all stops.
Circulator	Neighborhood feeder/distributor to transfer stations or shuttle service to local destinations. Operates on arterials and local streets to provide access to residences, businesses, activity, and transfer centers.
Rural	Lifeline service that provides a link between rural communities and the San Diego urban core. Very limited service levels; generally a few round-trips operating a few days per week given limited demand. Routes 888, 891, 892, 894
Demand-Responsive	Services that complement fixed-route services in accordance with the Americans with Disabilities Act (ADA) as well as services that provide transit access to areas difficult to serve by conventional fixed-routes (e.g., due to terrain, discontinuous street patterns, and extremely low densities). Includes services that include route deviations.

*Definitions subject to change at MTS' discretion

B.1.1. OVERVIEW OF SERVICES

This contract is to operate Fixed-Route Urban, Local, Express, Rural, and Bus Rapid Transit (BRT) bus services in the Metropolitan Transit System (MTS) service area of San Diego, consisting of approximately 570 square miles of urbanized areas, as well as the rural parts of the County, totaling 3,240 square miles, providing service to approximately three (3) million residents.

This Scope of Work shall apply to all services ("Services") to be operated under the Agreement. Services will be operated every day of the year, with reduced levels on Saturdays, Sundays, and holidays. Full details related to these Scope of Services will be found in corresponding sections and attachments, which include details related to, but not limited to: facilities, fleet and equipment management, manpower training, revenue equipment, assets, information technology (IT) standards, bonuses, reporting requirements and assessments that are to be provided by the successful Contractor.

The following is a general summary of the Services to be provided under this contract:

B.1.2. SOUTH BAY AND CENTRAL SAN DIEGO SERVICE

Includes 32 local, urban, express, and Bus Rapid Transit (BRT) routes operated in South Bay and Central San Diego communities.

Routes operated all weekdays, with a reduced service levels operating on weekends and holidays. Currently, a portion of East County fixed route service is operated by the South Bay Division (SBD) on Sundays and holidays.

MTS is providing a fleet of 212 full-size, heavy-duty (40 foot) CNG-powered buses, 27 heavy-duty, articulated (60 foot) CNG-powered buses (17 BRT and 10 fixed route) and expecting electric powered buses to be serviced and housed at the MTS-provided South Bay Division (SBD) at 3650A (and 3610, 3620, and 3650) Main Street, Chula Vista 91911. The fleet of **239** vehicles is owned by MTS, and will be fully dedicated to the South Bay and Central bus services. Specific vehicle age and fleet information is shown in **Section B.6 (Buses and Other Equipment)**.

Contractor may not sub-contract these South Bay and Central bus services to another company to provide the service.

The SBD is a fully-equipped operations and maintenance facility provided by MTS for maintaining up to 250 buses. The facility includes a state-of-the-art, 46,000 square foot primary bus maintenance building (3650), two secondary maintenance, service, and training buildings (3620, 3650A), and an Administration, Operations, and Training building (3610). All 239 buses will be fueled or charged, serviced, maintained, and parked on-site.

The facility includes six (6) CNG compressor stations designed to optimally fuel 250 buses per day. MTS is planning to install two (2) electric chargers in early 2020 to support the electric bus pilot program. It's possible that additional electric charging stations will be added during the life of this contract to meet the California Air Resource Board's (CARB) Innovative Clean Transit Rule (ICT), which requires the purchase of zero emission buses (ZEB). See [Section B.8 \(Bus and Fleet Maintenance\)](#) and [B.13 \(Operating Facilities and Facility Maintenance\)](#) for more details related to ZEB project/pilot.

B.1.3. EAST COUNTY FIXED ROUTE AND RURAL LIFELINE SERVICE

Includes 18 local routes operated in East County communities, and four (4) rural/lifeline routes.

Fixed routes operate weekdays and on weekends.

MTS will provide a fleet of three (3) gasoline-powered midsize (35') buses and 66 full-size (40 ft.), heavy-duty CNG-powered buses. Although uncertain at the time of issuing this RFP, MTS expects some level of battery electric buses being deployed to the ECD during the life of this contract. These buses will be serviced and housed at the MTS-provided East County Division (ECD) located at 544 Vernon Way, El Cajon 92020. This facility includes a new state-of-the-art maintenance/administrative building, including a parts storage area, chassis-wash bay, tire shop and is LEED Silver Certified.

The facility currently includes an above ground 6,000 gallon diesel fuel tank and parking for up to 120 standard and articulated buses.

The facility includes two (2) CNG compressor stations designed to fuel up to 120 buses per night at approximately five (5) minutes per bus. MTS is planning to install two electric chargers in early 2020 to support the electric bus pilot program. Additional electric charging stations will be added during the life of this contract to meet the California Air Resource Board's (CARB) Innovative Clean Transit Rule (ICT), which requires the purchase of zero emission buses (ZEB). See [Section B.8 \(Bus and Fleet Maintenance\)](#) and [B.13 \(Operating Facilities and Facility Maintenance\)](#) for more details related to ZEB roll-out.

Specific vehicle age and fleet information is shown in [Section B.6 \(Fleet and Other Equipment\)](#).

The provision of this East County Fixed Route or Rural service shall not be sub-contracted.

The nature of rural bus service requires off-site overnight weekday and weekend parking. This eliminates a significant amount of deadhead required if the buses were housed full time at ECD. MTS currently has agreements with the County of San Diego at two rural public works yards to park these vehicles when not in-service. One is located in Borrego Springs and the other in Jacumba. MTS also owns a small parcel to park rural buses operating Route 894 in Campo. We currently park two 40-ft CNG buses at this site. The campo yard is furnished with gravel and a security fence. There are no services at this location and buses parked at these locations may require weekly site visits by road supervision to ensure the fleet remains operational.

B.1.4. COMMUTER EXPRESS SERVICE

MTS currently provides Premium Express, Commuter-type service along I-15 between the inland communities of North County and Downtown San Diego. Along I-15, these buses operate on a managed lane facility with dedicated stations and direct access ramps.

Currently all I-15 Commuter Express routes operate during rush hour and peak periods on weekdays only.

MTS will provide twenty-four (24) heavy-duty, (45-foot) over-the-road coaches for this service as detailed in **Section B.6 (Fleet and Other Equipment)**. The buses are lift-equipped for disabled persons and they must be utilized exclusively for the agreement. MTS is in the process of purchasing replacement vehicles for this fleet. We anticipate that these buses will be replaced with new CNG powered over-the-road (OTR) coaches prior to the start of this new contract.

Contractor may not subcontract this Commuter Express service to another company to provide the buses and/or service.

Contractor shall fuel, service, maintain, and park these vehicles on-site at the ECD.

B.1.5. BUS RAPID TRANSIT (BRT)

In January 2019, MTS in partnership with the San Diego Association of Governments (SANDAG) launched the final Transit Net II BRT line, otherwise known as the South Bay Rapid (BRT)/Route 225. A high-profile service, this route operates using a dedicated fleet of 60-foot articulated, CNG-powered buses with branding specific to a faster and more frequent BRT-type service. These buses must be used exclusively on this Rapid route and may not, at any time, be used on standard MTS' fixed route service unless otherwise directed by MTS.

B.1.6. BUS ON SHOULDER OPERATIONS (BOS)

The Bus on Shoulder (BOS) project is the final piece of the South Bay Rapid (BRT 225) project. BOS is a demonstration project that allows BRT buses to drive on the freeway shoulders or a Transit Only Lane (TOL) along segments of the I-805 and SR-94 corridors to bypass traffic during rush hours. Only BRT buses; which will be equipped with special driver assistive technology (hardware and software) are permitted to operate on the shoulder. This project, sponsored by SANDAG, is scheduled to launch in early 2020 and will run for a pilot period of roughly three (3) years.

B.1.7. BUS STOP AND STATION MAINTENANCE

MTS buses serve over 5,200 on street bus stops and 22 off street bus stations or transit centers. These stops and station require frequent maintenance and cleaning. MTS is responsible for installation, removal, repair and updates of all MTS furnished bus stop poles, blades, red curbs and other miscellaneous stop needs. MTS is also responsible for routine transit center power washing at bus specific sites. As part of this contract, the contractor will provide manpower to support this ongoing need, which is further outlined in **Section B.12 (Bus Stop and Transit Center Maintenance Specifications)**. As part of this responsibility, MTS will provide two (2) non-revenue bus stop utility trucks and one (1) non-revenue utility power washing tow-truck and power washing equipment to support routine bus stop and transit station maintenance needs.

B.1.8. MINI BUS SERVICE OPTION

As part of this contract, MTS does not currently operate traditional fixed-route minibus service and there are no immediate plans to do so. However, there may be opportunities to add this

type of service to the agreement in the future. Therefore, Contractor shall include a pricing option for this type of service in the attached pricing forms. In determining costs, Contractor will assume that this would be community-based service operating in smaller neighborhoods with Type VII mid-size (29'-32.5') transit coach vehicles provided by MTS.

B.1.9. NON-DISCRIMINATION IN SERVICE DELIVERY

Contractor shall ensure that services are provided to the public without regard to race, color, religion, ancestry, gender, sexual orientation, marital status, age, national origin, ethnic group identification, medical condition, or disability.

B.1.10. CONTINUITY OF OPERATIONS PLAN

Contractor must have a Continuity of Operations Plan. A Continuity of Operations Plan (COOP) provides a transit agency with a plan to facilitate quick restoration of essential functions after an emergency. MTS will define the process for approval of the initial COOP, periodic reviews of the COOP and revisions to the COOP. People with the authority to revise the COOP should be clearly identified. The COOP should be a living document that is updated as lessons are learned and as new information is gained.

B.2. PROJECT ORGANIZATION AND RESPONSIBILITIES**B.2.1. CONTRACTOR RESPONSIBILITIES**

The Contractor responsibilities shall include, but is not limited to:

1. Meeting all operations, maintenance, and administrative requirements described herein and per the final negotiated agreement with MTS.
2. Completely operating and managing MTS fixed-route transit services described in the Agreement as outlined in the Scope of Services, System Operating Standards and Requirements, and all attachments.
3. Providing facility maintenance as identified in **Section B.13 (Operating Facilities and Facility Maintenance)**, including, but not limited to, above-ground Diesel fuel tank monitoring, general CNG station monitoring, Electric charging stations monitoring, building and utility repairs and upkeep, yard and building cleaning, and landscaping services. Maintaining LEED Certifications per the U.S. Green Building Council (USGBC). No major tenant improvements will be required of Contractor.
4. Providing all fuel for all non-revenue vehicles, including but not limited to: driver relief vehicles, supervisor vehicles, service trucks, bus stop trucks, and administrative vehicles.
5. Maintaining all vehicles and related equipment provided by MTS, or otherwise used in the fulfillment of the agreement, including revenue and non-revenue vehicles, wheelchair lifts and ramps, and maintenance equipment. Further details provided in **Section B.8 (Bus and Fleet Maintenance)**
6. Maintaining sufficient parts, materials, and supplies inventories for the operation and required maintenance of all equipment.
7. Providing all personnel with management, operations, and maintenance expertise necessary to operate the system. **(Section B.5 Key Personnel and Staffing Plan)**
8. Conducting all operational and maintenance training and supervision.
9. Monitoring and managing all Contractor fare and fare media collection, vaulting, storing, pick up coordination, security, and accounting, as identified in **Section B.7 (Revenue Equipment and Collection Procedures)**
10. Providing, as needed, driver restroom and break facilities.
11. Providing all personnel administration, including hiring, training, supervising, evaluating, promoting and terminating employees, and collective bargaining negotiations. Contractor will be also responsible, by state law, for the preparation and implementation of an Injury and Illness Prevention Program, as required by the California Occupational Safety and Health Administration (OSHA). Contractor will be required to comply with state and federal laws and requirements specifically related to labor issues, as well as other laws that apply.
12. Assisting MTS with system marketing efforts, tours and special events.
13. Hiring, scheduling and dispatching drivers and vehicles, including driver runcutting and assignments.

14. Providing MTS a monthly invoice which details all expenditures and statistically reporting requirements as determined by MTS.
15. Preparing all operating and financial reports on time, and in the prescribed MTS formats.
16. Posting temporary bus stop information, including A-frames and temporary signs, in the event of temporary bus stop closure or damage.
17. Pricing for providing bus stop sign, stop maintenance and station power washing cleanings in accordance with **Section B.12 (Bus Stop and Transit Center Maintenance Specifications)**. Contractor shall supply labor and materials for the bus stop program for MTS to consider in its proposal evaluations. This should be included in the Bus Stop Maintenance hourly rates.
18. Negotiating, executing, and overseeing all subcontracts for equipment, personnel, or services as required to fulfill the prime contract, which includes obtaining MTS prior written approval for all such contracts.
19. Assisting with community and MTS public relations, including providing upper-level management staff to attend MTS Board, or Board subcommittee meetings as requested, at least 12 formal staff meetings with MTS staff per year, and other informal meetings, as required. During the start-up phase of the agreement (**approximately January 2, 2021, through June 27, 2021**), Contractor's management staff will be required to participate in weekly meetings with MTS staff. This staff meeting requirement shall be considered a minimum, as additional informal meetings may be required.
20. Manage MTS-provided RTMS radio systems, including general troubleshooting, minor maintenance, removing and/or installing equipment into new, expansion or replacement vehicles, signing of radio operating agreements with a radio communication service designated by MTS as defined in **Section B.6 (Buses and Other Equipment)**. Warranty and major repairs, defined as \$100 or greater, will be the responsibility of MTS.
21. Providing all equipment as identified in **Section B.6, Table 3.1 (Equipment Supplied by Contractor)**, which includes but is not limited to: driver relief vehicles, supervisors' vehicles and computer equipment.
22. Providing all necessary office and staff furniture and equipment not already provided by MTS.

B.2.2. MTS'S RESPONSIBILITIES

MTS responsibilities shall be the following:

1. Establishing operations and maintenance requirements for Contractor.
2. Supplying transit buses, facility, and related equipment as specified herein.
3. Providing CNG, diesel fuel and electric utility for revenue vehicles, CNG fueling stations, diesel fuel storage and electric delivery systems, or other alternative fuel (e.g. Hydrogen fuel cell buses) and fueling infrastructure.
4. Providing electrical, gas, water, phone utilities for each operating division (excluding cell phones).
5. Supplying property and basic structures, as well as, facilities for maintenance, operations, and vehicle storage facilities.

6. Providing ongoing service planning and route timetable scheduling, including schedule headways/blocking.
7. Establishing fare policies and fare structure.
8. Performing overall marketing of the services, including printing of public timetables and "Take One" notices.
9. Providing payments to Contractor, per Agreement.
10. Contract administration and contractor performance monitoring under the Agreement.
11. Complete and submit National Transit Database Annual Reporting requirements using Contractor data submittals.
12. Determining compliance with Agreement requirements, and assessing performance bonuses, liquidated damages, and assessments, as specified herein.
13. Provision of permanent bus transit centers, bus stop shelters, benches, and other bus stop amenities. Bus stops, poles, and signs are currently in existence.
14. Providing complete RTMS and other radio communication systems, warranty repairs, and major repairs and replacements, defined as \$100 or greater in cost, as detailed in **Section B.6 (Buses and Other Equipment)**.
15. Providing all equipment as identified in **Section B.6 (Buses and Other Equipment)**.
16. Providing and maintaining Voice over Internet Protocol (VoIP) network phones, warranty, and service fees and support.
17. Provide at a minimum three (3) RTMS radio supervisors and (1) one radio manager workstations at MTS's Imperial Avenue Division (IAD).
18. Providing regional telephone information, customer service, and trip planning.

B.3 SYSTEM OPERATING STANDARDS AND REQUIREMENTS

1. Contractor shall operate the system in compliance with MTS operating policies, and local, state, and federal laws and regulations applicable to this service.
2. Contractor's preparation for this public transit service shall comprise those tasks required to make the system operational by the actual start date of (Sunday) **June 27, 2021**, including, but not limited to, an initial employee training and safety program and route and service area familiarization.
3. Contractor's services hereunder shall include, but shall not be limited to the following: day-to-day operation of the service, including executive and administrative management; providing non-revenue vehicles as specified; employment, supervision, and training of all personnel to proficiency (including drivers, dispatchers, supervisors, clerks, and maintenance personnel); providing for backup/extra board drivers who will be immediately available in the absence of regular drivers; maintenance and repair of equipment; managing component warranty and tracking system; negotiation and administration of subcontracts; assisting MTS in public relations and promotions, preparation of budgets, analyses, and reports of financial and other matters pertaining to the system operation; clerical, statistical, and bookkeeping services as required in the agreement, and such other work as may be necessary to comply with the requirements contained herein.
4. Management and Liaison. Contractor shall coordinate closely with MTS on project and operation status. Contractor shall also attend meetings with MTS staff as needed (no less frequently than monthly), and perform liaison activities with MTS. Contractor will be required to meet formally with MTS staff up to 12 times per year (monthly) and informally on an as-needed basis. The Contractor will maintain active and separate cell phone accounts for all key management staff. Contractor shall follow MTS Emergency Notification Procedures. Contractor shall also prepare and have available at all times, internal operating procedures for emergencies, accident reporting, and security and safety response and reporting. It is expected that key MTS Project Managers would have daily communication with Contractor during weekdays and additional communication with MTS staff on weekends and holidays, as appropriate to keep MTS informed of the ongoing operation.
5. Contractor's wages and work hours shall be in accordance with local, county, state, and federal regulations covering such employment. Contractor shall also be required to utilize minimum wage and benefit requirements for certain positions (see **Attachment 1 - MTS Policy 31 Section 31.10 Responsible Driver Wage and Benefit Requirements**) unless otherwise exempt as stated in the policy.
6. Vehicles operate Sunday schedules on the following designated holidays:
 - New Year's Day - Labor Day
 - Memorial Day - Thanksgiving Day
 - Independence Day - Christmas Day

Vehicles typically operate on a Saturday Level of service on President's Day. MTS coordinates holiday schedules in advance with Contractor. There may be some minor adjustments to the holiday service days depending on what day they fall on.

7. The Contractor shall have a phone line available for customer service calls for both the South Bay and East County Division. This phone line must be available and staffed consistent with MTS information and Trip Planning office hours (5:30 a.m. - 8:30 p.m. weekdays; 7:00 a.m. - 7:00 p.m. weekends; and 8:00 a.m. - 5:00 p.m. on holidays). This phone line shall be staffed by a qualified supervisor, dispatcher or customer service agent who is knowledgeable of MTS policies and service scope. MTS has direct oversight and operates the MTS Information & Trip Planning Office to manage most general transit information calls; however, the Contractor shall be prepared to answer information calls regarding services within this Scope of Work, should a customer or potential customer make an inquiry and/or was unable to access the MTS Information & Trip Planning Office. If complaints are received by the contractor via the dedicated phone line the Contractor shall first attempt to connect the caller directly with the MTS Customer Service department. If unavailable, the Contractor may collect the details and forward the detailed information of the complaint to the MTS Customer Service Department within one hour of receiving the complaint. MTS policies require that MTS Customer Service process and track every complaint that comes into the system, and Contractor customer service performance will be evaluated via this database. It is critical that no complaints received directly by the Contractor go unreported to MTS. Lost and Found inquiries and the appropriate resolutions shall also be handled via this telephone line, and must also be documented in the customer service database provided by MTS.
8. Contractor's drivers and supervisors shall report all hazardous road and traffic conditions (not limited to, downed trees, fallen signs, sinkholes, accidents, protests, riots or any major incident) in the service area, to the designated Contractor manager, radio supervisor or dispatcher. The Contractor, in turn, shall immediately notify the appropriate governmental authorities of such conditions, and shall take necessary precautions to safeguard passengers, the public, Contractor's personnel, and all equipment.
9. Contractor shall be responsible for immediately informing MTS of the condition of any bus stops or transit centers requiring maintenance, and of specific problems that need to be addressed. Contractor's road supervisors shall routinely field check bus stop inventories to ensure all bus stops are serviceable and in safe operating order. Contractor shall be responsible for posting temporary discontinued notices, detours, and temporary bus stops when a bus stop is required to be discontinued due to construction, parades, special civic events, or other circumstances. All permanent bus stop locations shall be determined by MTS.
10. MTS shall be informed of all contacts with other governmental agencies, news/media outlets and authorities regarding situations, occurrences, and conditions that call particular public attention to the transit services provided in the agreement.
11. Incident/Injury/Property Damage Notification. All accidents and incidents with injury or property damage shall be reported to the designated MTS Contract Manager within 15 minutes of occurrence. Text, email or app notifications are acceptable unless the event involves emergency transportation to medical facilities, operator assault or more than \$3,000 in estimated property damage. In these cases, the designated MTS contract managers must be notified via a phone call to ensure the message was received in a timely manner. The manner of reporting must be in accordance with MTS's emergency notification procedures.

12. MTS Communication Protocol. MTS has recently centralized its revenue service communication procedure around a third-party cloud-based collaboration tool, to better streamline critical notifications. The utilization of this tool eliminates unnecessary conversations and subsequent confusion. Notifications are commonly initiated by Contractor radio communication supervisor positioned at IAD and typically fall into one of these categories – General Alerts, Level 2 Alerts, or Level 3 Alerts.
- General alerts are not specific to any Level. They typically alert management of reasonable delays in service or major detours. These notices are entered into the daily log for review by MTS.
 - Require no additional contact of management after posting to the communication tool.
 - Level 2 alerts typically involve minor injury, moderate damage, or major delays in service. These alerts are informational and typically do not require a response from MTS.
 - Require IAD radio supervisors to receive confirmation that MTS management is aware of the issue.
 - Level 3 alerts typically involve presence of media, assault, major injury/fatality, major damage, major service disruptions, fire/bomb threats, or active shooters. These events may require MTS Public Relations to get involved and typically require Contract Management staff to notify MTS's Chief Operating Officer and Chief Executive Officer.
 - Require an IAD Radio Supervisor or a Manager to call the designated MTS contract manager or substitute directly after posting the incident on the app.

Any changes to this process require MTS approval in advance. The Contractor shall strictly adhere to all established MTS communication processes and SOPs. These SOPs will be written and provided by MTS.

13. The Contractor shall provide, at a minimum, the following non-revenue vehicles to be used exclusively for the services within the agreement:

	Accessible (ADA) Road Supervisor Vehicles	Standard (Non-ADA) Road Supervisors Vehicles	Driver Relief Vehicles
South Bay Division	1	5+	Contractor Proposes
East County Division	1	3+	Contractor Proposes

14. Contractor shall supply, in addition to road supervisor and driver relief cars above, vehicles for administrative and management staff, as needed, at Contractor discretion. All of the above vehicles shall be owned or leased by Contractor and maintained in accordance with the manufacturers' standard preventative maintenance program. Non-revenue vehicles shall be cleaned, both interior and exterior as detailed in Section B.9 (Bus Cleaning and Vehicle Appearance Program). Contractor shall be solely responsible for all costs of providing, procuring, maintaining, operating, and ensuring the

above vehicles (unless otherwise noted). If service miles increase above the base amount, MTS shall discuss with Contractor non-revenue vehicle needs beyond the minimums stated above. Contractor shall be responsible for providing sufficient driver relief vehicles to operate all services specified within the Agreement and additional services as added in the future above base amounts.

15. Supervisor and relief vehicles (non-revenue vehicles) must be equipped with Contractor provided video monitoring system to include and approved by MTS:
 - One forward-facing (exterior view) Camera with a minimum 100-degree horizontal viewing angle.
 - All installations require a rear-facing (interior view) camera with a minimum 100° horizontal viewing angle.
 - All installations shall provide the speed/velocity of the vehicle in MPH.
 - All installations shall provide GPS location.
 - All installations require a DVR with a minimum 64GB of memory for event data and storage.
 - All installations shall be tamper resistant.
 - All installations shall embed date/time and audio on the video.
 - All installations shall have a camera housing that provides shock/vibration dampening.
 - All installations shall require an uninterruptable power supply.
 - All installations physical dimensions shall be minimally obstructive of the driver's view (FMCSA compliant).
 - All installations shall provide a minimum video resolution of 640x480 (VGA).
 - All installations shall provide video with a minimum of four (4) frames per second.
16. All non-revenue vehicles, including supervisor, relief driver, and administrative use vehicles, are to be maintained in good working order and shall never exceed five (5) years in age. Vehicle paint and body condition shall be maintained with excellent appearance. MTS may request specific work or upgrades to non-revenue vehicles to meet agency standards of good public presentation. MTS may also request that specific non-revenue vehicles be placed out of service for conditions that impact safety or appearance of the vehicles. A current MTS decal shall be provided and placed on the sides of each non-revenue vehicle, along with a visible identification number on the sides and rear of the vehicle.
17. Relief and supervisor vehicles may not be diesel-fueled. Contractor may provide relief and supervisor vehicles fueled by gasoline, CNG, or other alternative fuels.
18. Scheduling. All public timetable production and headway scheduling is the responsibility of MTS. MTS shall provide Contractor with schedules and headways for each route, showing all trips, time points, layovers, total scheduled revenue miles, total scheduled revenue hours, and total layover hours. These schedules will be provided by MTS scheduling department directly to Contractor, or the Contractors scheduling service, as

- soon as practical after final schedule changes are approved by MTS. Contractor shall be responsible for all employee scheduling in the fulfillment of the schedule, including, but not limited to, run cutting, rostering, driver and vehicle relief coordination, Wage Order No. 9 requirements, and scheduling days off. Contractor shall also be responsible for the assignment and coordination of buses in the fulfillment of the provided schedules based on MTS guidelines. Certain vehicle types may be assigned to specific routes and/or headways by MTS. MTS shall endeavor to work with Contractor when scheduling routes to maximize vehicle and employee utilization when possible. Contractor must use the number of vehicles as shown on the headways provided by MTS. If Contractor desires to increase the recovery times or driver breaks, it must be done using additional drivers, but not additional vehicles. MTS reserves the right to make adjustments to all routes operated under the agreement.
19. Contractor shall be responsible for preparing driver paddles and route instructions. In addition, MTS shall prepare driver instructions, known as Left-Right sheets, for each route. All ADA callouts are programmed into RTMS by MTS and are automated. Drivers are required to make ADA announcements if the RTMS system and automated announcement is non-operational.
 20. Employee work Rules. Contractor shall be responsible for complying with any federal, state, or local laws regarding employee lunch periods or required breaks including California Wage Order 9. The Contractor is free to make provisions with CBA that would forgo this requirement, as long as, the Contractor remains in compliance with all State and Federal requirements. If breaks are required beyond the available standard recovery time provided in the schedules, Contractor shall make arrangements at no additional cost to MTS. MTS strives to provide approximately ten (10) minutes of recovery time per 50 to 60 minutes of revenue service time; however, conditions may warrant recovery time that does not meet that goal.
 21. Destination Signs. The MTS Planning and Scheduling Department will be solely responsible for programming electronic destination sign program cards with route numbers and destinations. Contractor will be responsible for loading the updated program cards onto each bus destination sign when changes are made by MTS. Changes are historically infrequent but MTS cannot predict future change frequencies.
 22. Driver Restrooms and Break Units. Contractor shall be responsible for certain driver restrooms, including any costs and/or coordination associated therewith, or required for the maintenance and provision thereof. MTS will be responsible for operation and maintenance of selected regional driver restrooms. MTS will maintain and service (or provides for the maintenance and servicing of) the restrooms at Old Town Transit Center (east side only), 12th/Imperial Transit Center, El Cajon Transit Center, Fashion Valley Transit Center, University Town Center Transit Center, Otay Mesa Transit Center and Sabre Springs Transit Center Contractor will be financially responsible for the provision and maintenance of portable restrooms for its drivers. The minimum number of portable driver restrooms required by MTS for this contract is 25 (See Attachment 2 - Portable Driver Restroom Locations). Contractor shall add restrooms as service expands and as the needs of the drivers change. Contractors should make assumptions in their cost proposals for such expansion. MTS will assist in acquiring the right-of-way for the placement of these restrooms on or near sidewalks in urban areas.
 23. Employee Access Control Cards (HID). Contractor shall be responsible for the purchase and ongoing replacement costs of all Contractor employee HID cards. HID cards will be used by contract employees to gain access to off-site restroom facilities and to operating

facilities. HID technologies will provide entry access at several contracted administrative and maintenance sites, as well as, at select transit center restrooms throughout the service area.

Contractor may purchase new HID cards for all necessary contracted employees, including replacement cards through ESS by contacting Christine Whyte at Christine@ess4.net. When placing an order with ESS, the following information must be provided:

- HID 5006PGGMN-A001291 Access Cards
- Composite ICLASS Seos Contacless Smart Card 8 KM Memory, Prog, F-Gloss,B-Gloss, Match, ICLASS #. No Slot, Lam
- **SDMTS ONLY**
- ICE1005
- Format H2005292
- Facility Code 5359

For any questions or problems regarding placing orders, please contact and notify the MTS Project Manager.

Note: Contractor may be subject to routine audits by MTS contract management staff to ensure employee and dependent ID card distribution is compliant with all MTS fare and ID card policies. Any misuse of or failure to comply with such policies may subject the contractor to liquidated damages as outlined in Section B.11 of this contract.

24. Radio Dispatching, Imperial Avenue Division (IAD). All Radio Dispatching will be performed at MTS's Imperial Avenue Division (IAD) in the MTS Radio Communication Center alongside MTS's in-house Radio Communication Supervisory staff. The radio operations center will require a sufficient number of Radio Communication Supervisors and one (1) full-time Radio Communications Manager. The Contractor shall provide, at a minimum, one (1) Radio Communication Supervisor or Manager on duty at all times during the revenue service day to handle bus operator calls, radio communications, standby deployment, and other duties. A Radio Communication Manager must be on site at the IAD facility at least 30 hours per week and available to MTS contract management staff to meet and communicate with directly. MTS uses a Regional Transit Management System (RTMS) which provides data, GPS, and real-time communication between buses and operators. See **Section B.6 (Buses and Other Equipment)** for specifications of the RTMS/radio systems. Contractor will be responsible for any lost, abused, or stolen equipment.
25. Window Dispatching – South Bay Division (SBD). SBD will require a sufficient number of window dispatchers on duty to handle drivers reporting to and from work, enforcing dress code, provide detailed information on driver runs and routes and other duties as necessary. The window dispatch center shall be staffed during all hours of revenue operation.

26. Window Dispatching – East County Division (ECD). ECD will require a sufficient number of window dispatchers on duty to handle drivers reporting to and from work, customer service calls, radio communications (see below for Rural Lifeline Service), enforce dress code, provide detailed information on driver runs and routes and other duties as necessary. The window dispatch center shall be staffed during all hours of revenue operation.
27. County Regional Communication System (RCS). MTS uses the County Regional Communication System (RCS) for radio communication on its Rural bus routes. Due to the hilly topography along its rural routes, RCS provides a viable communication option for these routes. This system is currently managed and monitored through the East County window dispatch. All radio equipment, repairs, replacement and service fees are paid for by MTS. In the event the Contractor neglects, loses or damages RCS equipment, the Contractor will be financially responsible for full replacement. In the event that technological advancements allow for a new communication system on these services, MTS will work with the Contractor to install and implement this new system.
28. Rural Lifeline Service – East County Division (ECD). The rural services are coordinated by the East County Division (ECD) operations center. A radio system for rural vehicles is provided by MTS, utilizing a County of San Diego Radio Communication System (RCS) dispatching and radio system. ECD is responsible for all radio communication for Rural Lifeline Service. There is no automated dispatching capability, and the system does not require computer system infrastructure. MTS is responsible for maintenance and user fees of all radios and dispatching communication equipment related to the Rural Lifeline services.
29. Rural Passenger Reservations. Rural transit service is a lifeline service in the most rural areas of the County of San Diego. Days of service and route frequency limit a person's ability to catch the next bus. Reservations on Rural service assure a passenger a trip not necessarily a seat. The driver shall wait at the pick-up location for five (5) minutes before departing, unless otherwise specified in advance. Reservations will be required to give their point of origin, point of destination and the number of persons in the party, and any special needs (i.e. wheelchair user, bicycle, request for deviation from route, etc.). Contractor will be responsible for verifying the eligibility of the point deviation, if one is requested:
- The point must be within $\frac{3}{4}$ mile of the route operating;
 - The point must be reachable using paved, publicly maintained right-of-way; and,
 - The bus must be able to return to the route without backing up.
 - An electronically saved record will be kept by the Contractor of reservations, including at a minimum the passenger's name, pick-up and drop-off points, date and time of the trip, special needs, no shows and miles deviated. The Contractor will be required to keep this information on file in accordance to MTS's record retention policy and may be subject to MTS audit.

30. Radio and Window Dispatching Required Documentation. The RTMS system operators shall maintain Daily Activity Logs in an on-line database format (TransTrack or other approved tool) to log in all daily operational events and information as outlined in **Section B.15 (Data Reporting and Requirements).**
31. Wheelchair Lift/Ramp Procedures. Contractor shall have in place operating procedures whereby drivers are able to test and cycle a wheelchair lift or ramp prior to pullout from the yard. Lifts or ramps shall be tested in the yard prior to departures. If a lift or ramp is inoperative or malfunctioning in any way, a bus must be switched for one with a fully operational, mechanically-assisted lift or ramp. Manual operations of ramps should only be performed by drivers if the ramp becomes mechanically inoperable while in revenue service. Contractor must switch out buses in these cases as soon as feasible with little to no disruption in revenue service.
32. Field Supervision. Field supervisors shall be scheduled, covering major areas and all times of the span of revenue service. Field road supervisor coverage will be proposed by the Contractor and approved by MTS. Contractor shall prepare a plan that covers distribution and staffing levels by area and time of day. MTS shall approve the **Road Supervision Plan**. Field supervisor's primary responsibility will be to respond to service incidents, accident and detours, but may be asked to provide support for other activities. In addition, field supervisors may also be required to conduct field bus stop inspections, and may assist with special events, targeted ride checks, customer service, and other duties as assigned by Contractor's management staff. Field supervisors must work in the field with an RTMS equipped supervisor van or supervisor vehicle for quick response to issues within the service area. Field supervisors may not be left at a location without access to a supervisor vehicle, unless they are supplementing already scheduled and approved supervisor coverage. Field supervisors may not be assigned to both field supervision and standby bus service simultaneously.
33. Special Events. Contractor will be required to coordinate operations adjustments for special events. MTS provides a printed "Take One" to be placed on buses to inform customers of major events or detours related to such major events. For minor events, or where insufficient time is provided, Contractor shall coordinate with MTS on detours and enter detailed information into the MTS's electronic notification system. In some cases, the Contractor may be responsible for notifying the Regional Transit Information Office (RTIO) of any detours, or unusual circumstances related to special events that can help RTIO operators assist customers. Contractor will also be responsible for notifying MTS Contract Services Management staff, to assist with coordination and alert MTS Upper Management Staff. The following are examples of special events typically held annually and which may require detours or partial closures:
- Coronado Fourth of July Parade
 - Imperial Beach Events
 - Sand Castle Weekend Event
 - December Holiday Celebrations/ Parades
 - Coronado Holiday Parade
 - Chula Vista Starlight Parade
 - El Cajon Mother Goose Parade

- Balboa Park December Nights
 - Ocean Beach Holiday Parade
 - Our Lady of Guadalupe Celebration
 - PB Holiday Walkabout
 - Holiday Bowl/Port of San Diego Big Bay Balloon Parade
 - Various Small Races and Major Marathon-type Events Throughout the Year
 - Hot chocolate Race
 - San Diego Rock n Roll Marathon
 - Chula Vista Challenge Triathlon
 - CicloSDias
 - Susan G Komen 3 day
 - Run for the Hungry
 - Father Joe's Thanksgiving Day 5K
 - Petco Park events, including San Diego Padres Baseball Game Season
 - Qualcomm Stadium Events
 - City and Neighborhood Special Celebrations, parades and events
 - Barrio Logan
 - Hillcrest
 - Gaslamp
 - Downtown
 - Lemon Grove
 - Various Protests, Marches, Rallies and new events.
34. Contractor will be responsible for placing notices of closed bus stops, establishing temporary stops (if necessary) utilizing temporary A-frame bus stop signs provided by MTS and providing staff to monitor and supervise bus operations during special events. The Coronado Fourth of July Parade, the Coronado Holiday Parade, and the San Diego Rock 'n Roll Marathon events may require multiple supervisors to monitor and supervise operations. The staffing needs for other events will be dictated by the events own circumstances and shall be evaluated based on their individual requirements.
35. Emergency Bus Service. In the event of a local emergency and upon the request of the MTS Bus Chief Operating Officer (COO) or designated representative, Contractor shall make transportation, communications, and other desired equipment available for emergency service to the highest degree possible. Emergency uses may consist of evacuation, transportation of injured, movement of people and food to emergency shelters, or transportation in emergency situations that may include failure of another transit operator to provide service (excluding Trolley bridge service).
- Contractor shall be paid the normal revenue service mileage rate for emergency work. If the mileage rate does not cover Contractor's actual verifiable expenses, MTS shall reimburse Contractor the actual expenses to the extent that they are fair and reasonable, under the circumstances. Reimbursement for such emergency services would be over and above the "Maximum Payable" of this Agreement and paid by separate invoice.
36. Emergency Trolley Bridges. Contractor will be required to respond to emergency service requests for bus bridges by the San Diego Trolley, Inc. (SDTI). Contractor will provide as many buses and operators and for so long as SDTI deems necessary to provide trolley bridge service between stations as assigned by SDTI. *Payment will be at*

Contractor's fixed-route standby service rate, with MTS assuming expenses for fuel. A Standard Operating Procedure (SOP) will be established by MTS so MTS personnel can directly request immediate service, without MTS prior approval in each instance. Contractor will immediately inform the MTS project manager of emergency service being provided. Additionally, the Contractor may be required to assist MTS provide NCTD with Coaster related bus bridges. Although all Coaster bridge work is currently administered by MTS's in-house bus operation, in the case where MTS is unable to provide such service, or the levels of service needed to satisfy demand, MTS may require the Contractor to assist.

37. Large Special Event Service or Scheduled/Planned Bus Bridges. Contractor shall provide service for large special events or other significant projects upon MTS' request. These events would be defined as large enough to require significant staffing levels above and beyond a regular service day, requiring overtime pay levels for all drivers and supervisors who are not managers. *Contractor will be paid at a specific Large Special Event Service hourly rate.* MTS will pay for fuel. Routing and scheduling will be provided by MTS prior to the event to enable Contractor to recruit staff and bid out the service. While there are currently no large events such as these scheduled or anticipated there may be future years when these types of events may occur.
38. Other Pass-Through Expenses. As part of this agreement, there may be goods purchased and services rendered that will be eligible for direct reimbursement by MTS as a pass-through expense, such as facility repairs exceeding a base amount, engine and transmission rebuilds reimbursement, property taxes, state board of equalization taxes, UST diesel fuel taxes, storm water pollution preventions plan implantation costs, and others. These amounts shall be billed as part of the normal monthly invoice, but listed separately and shall be supported by a proof of receipt or proof of payment document. All pass-through costs shall be based on items specifically identified in this agreement or items with approval provided by MTS in advance. MTS reserves the right to reject Contractor billing of pass-through expenses that do not have prior approval in advance from MTS. As a note, it will be the sole responsibility of the Contractor to ensure that all prevailing wage type work is solicited as such and is in compliance with local, state, and federal laws and regulations related to public work/prevaling wage requirements.
39. Video Surveillance Cameras - Operating Responsibilities. As part of this contract with the equipment purchased by MTS, each revenue bus will be equipped with a state-of-the-art, multiple-camera video surveillance systems, which includes all existing, new and expansion buses. It will be the Contractor's responsibility to ensure that all camera systems are operational for revenue service deployment. All buses operating in revenue service, shall have a fully functional and operational system, unless otherwise approved by MTS in advance.
- All video footage will be the property of MTS. This will require the Contractor to have access to download video files. MTS will have exclusive rights to all video footage from this system at all times. Requests for copies of videos clips shall be routed through MTS Transit Services contract managers. MTS specified chain of custody procedures are expected to be followed at all times.
40. Video and Public Records Requests. When Contractor is notified of Record Requests, Law Enforcement and Customer Service requests, or of Incidents, accidents, and events that cause injury or damage. Contractor shall capture the event in the system and transfer/save it separately on a drive, remote server or a cloud server in accordance with

MTS's Video Request Guidelines. All video must be saved in accordance with MTS's and legal record retention policies. All video recordings may be viewed by MTS for quality assurance of the service, and other relevant information, as well as validation/invalidation of customer service complaints and accident/incident investigation whenever deemed necessary by MTS. The Contractor must be able to respond and process video retrieval requests in the following timeframe:

- **High Priority – Turnaround time should be immediate** (bus pulled from revenue service and sent to the yard for immediate video download).
 - MTS or Contractor Staff requests video, indicating **High Priority**.
- **Moderate Priority – Turnaround time should be within 48-hours.**
 - Bus related requests from MTS or Contractor staff, Law Enforcement or Transit Security;
 - Accidents/Collisions with damage, injuries and or persons transported for medical attention;
 - Other incidents, such as vandalism, assaults, altercations, disruptive passengers, etc.;
 - MTS Legal Department request/Public Records Requests;
 - ADA Customer Complaint requests.
- **Low Priority – Turnaround time should be 2-4 business days.**
 - Customer Service investigations;
 - Public Records Requests;
 - Bus related incidents with no collisions, no damage nor injuries, such as minor vandalism, altercations, etc.;
 - Non-bus related requests from MTS or Contractor staff, Law Enforcement or Transit Security.

41. Advertising, Marketing and Public Information. MTS shall maintain control over all advertising and marketing activities under the Contract. MTS will provide Contractor with the appropriate marketing and advertising materials for posting and distribution. No exterior or interior advertising will be posted by the Contractor on MTS vehicles without prior approval by the MTS. The use of the MTS brand for use in Contractor promotional materials is strictly forbidden unless expressly permitted by MTS.
42. Community Service and Promotional Events. Contractor shall assist MTS in promoting of public transit services. Contractor will be required to provide additional marketing or planning assistance of up to 120 hours per year for community events and services. This marketing or planning assistance may call for a vehicle to participate in parades, community fairs, static displays, tours, route testing, or the like. There will be no additional compensation for this community service effort up to the 120 hours per year limit. Any assistance requested by MTS in excess of the 120 hours per year shall be billed at the standby hourly rate. Additional details can be found in **Section B.4 (Service Characteristics)**.
43. Contractor's employees shall be periodically required to distribute informational and promotional material like interior and exterior promotional banners, signs, decals, timetable inventories and light distribution, or similar media provided by MTS. Time

spent for this purpose shall be above and beyond the above-referenced community service and marketing hours and shall not be billed to MTS.

44. Public Timetables. Contractor shall manage the inventory of all applicable route timetables. Timetables will be stored in a safe, secure, and dry area. Contractor shall provide an accurate, bi-weekly inventory count to MTS. Obsolete timetable inventory shall be recycled on or around the date of service change and should never be kept onsite for any reason after their expiration date. All public timetables are ordered and paid for directly by MTS. Contractor shall stock timetables in operator common areas or break rooms for easy accessibility.
45. Data Collection and Reporting: All Contractor required data reporting and collection details is outlined in Section B.15 (Data Reporting and Requirements).

B.3.1. START-UP TRANSITION AND IMPLEMENTATION

MTS will provide vehicles similar to those described in Section B.6 (Bus and Other Equipment), on June 27, 2021 for start-up training. Contractor shall provide additional buses needed for training beyond those specified in Section B.6 (Bus and Other Equipment). Regular and preventative maintenance on all buses during the training periods shall remain the responsibility of the incumbent Contractor. Any physical or mechanical damage to the buses during this period shall be reimbursed to incumbent contractor by the new Contractor. MTS will be the final arbitrator of any dispute. Contractor shall endeavor to minimize damage and malfunction of buses, and work cooperatively with incumbent Contractor to schedule maintenance and repairs. Contractor shall reimburse incumbent Contractor for maintenance on MTS vehicles used for start-up training miles. All fueling of transition vehicles will be provided and paid for by MTS and shall be performed by incumbent Contractor. Contractor will be responsible for fuel, maintenance, and other vehicle related costs of any additional vehicles provided by Contractor for start-up training.

Any activity associated with the start-up of this project will require that the Contractor be fully insured in the types and amounts required under the resultant contract/Agreement.

Contractor shall include a detailed **Training Schedule** in its proposal. The training schedule will show how all of the existing and new drivers necessary to carry out full operations shall be trained by the respective start-up periods. MTS will provide dates at a later time. Contractor should coordinate the training schedule with the incumbent Contractor so that existing drivers will be allowed sufficient time for training on their off-days. Each existing driver must be provided at least the minimum skill levels and training activities so as to be totally familiarized with Contractor's operating policies and procedures, pre-trip inspection procedures, and route familiarity, as needed. Proposed training schedule shall be provided as Attachment 3A and 3B. Failure to provide this item in a proposal will render that proposal non-responsive and shall be cause for Contractor to be deemed ineligible for further participation in this competitive procurement.

Contractor shall provide a detailed **Maintenance Training Schedule** to MTS by in its proposal. This training schedule will show how new mechanics and operations staff shall be trained by the respective start-up periods. All maintenance and key operating staff must complete all site-specific CNG safety training by June 27, 2021.

Transition:

In the event there is a need to transition from the current Contractor to a new Contractor, the process will be as shown below:

- a. Current Agreement concludes on June 30, 2021;
- b. On or about January 1, 2021, the new Contractor shall start a transition of the services in conjunction with the current Contractor, without any interruption of or adverse impact on services (at a minimum, 6 months prior termination of current agreement).

The new Contractor shall coordinate and select a time that has the least impact to client services.

B.3.2. FACILITIES

1. It is required that all bus maintenance and system operations coordination will be performed at the divisions described within this contract. Any maintenance work performed off-site may only be done with the advance approval of MTS.
2. South Bay Division (SBD) - MTS shall provide to Contractor the Maintenance and Operations facility located at 3610, 3620, 3650 and 3650A Main Street, Chula Vista, California, 91911. The conditions for the use of the facility are found in **Section B.13 (Operating Facilities and Facility Maintenance)**.
3. East County Division (ECD) (including Express and Rural Services) - MTS shall provide to Contractor the use of an administrative, maintenance, and vehicle storage facility located at 544 Vernon Way building. The conditions for the use of the facility are found in **Section B.13 (Operating Facilities and Facility Maintenance)**. In addition, the MTS contracts with the County of San Diego and other parties for remote storage of vehicles used in rural service.

B.3.3. BUS MAINTENANCE AND REPAIR

Contractor shall be responsible for completing all necessary maintenance and repairs (including maintenance and repair of all installed equipment, warranty work and tracking of warranty work, and components) to keep MTS revenue and non-revenue vehicles safe and in constant state of good repair and reliability. Contractor shall follow all maintenance guidelines detailed in **Section B.8 (Bus and Fleet Maintenance)**. Contractor will also be required to shuttle vehicles between rural parking locations and the ECD for maintenance. Contractor will be responsible for any towing required for revenue or non-revenue vehicles.

B.3.4. BUS CLEANING AND VEHICLE APPEARANCE STANDARDS

Contractor shall maintain the minimum bus cleanliness and vehicle appearance standards as prescribed in **Section B.9 (Bus Cleaning and Vehicle Appearance Program)**.

B.3.5. DRIVERS AND DRIVER TRAINING

1. A proposed **Drivers Training Program** shall be included in the technical proposal. The Training Program shall include, at a minimum, those requirements outlined in **Section B.10 (Employee Training Programs, requirements and Regulations)**. The Contractor shall provide a detailed training schedule to MTS showing how all of the existing and

new drivers (necessary to carry out full operations) shall be trained by the actual service start-up date of **June 27, 2021.**

2. Contractor shall maintain and provide to MTS a list of drivers, by division, who had completed the required training program. The list shall be updated at least monthly as additional drivers complete the training or are removed from service. The list will be submitted to the MTS with the monthly service invoice by the eighth calendar day of the following month. The submittal of the list of drivers shall include the following: date of initial hiring, date of completion of training, numbers of hours of initial training, date of DMV registration expiration, medical certificate expiration. Contractor must keep a record of all training performed on each driver, and must provide copy of such record upon request by MTS or other compliance agencies such as the Department of Motor Vehicles (DMV), California Highway Patrol (CHP), etc..
3. A meeting of all affected personnel of the Contractor shall be held prior to major service changes, or when so requested by MTS. No more than six (6) such meetings will be requested each year. At its sole determination the MTS may choose to attend such meetings and make presentations.
4. MTS shall have the right to have removed from the Service specific driver(s) for reasonable cause at any time. Reasonable cause shall include any instance where Contractor does not follow its own written protocol for progressive discipline as specified in its proposal, or any instance of behavior detrimental to the quality service and professional image required by MTS.

B.3.6. FARES AND REVENUE COLLECTION

1. The fare structure and media in effect at start if Service will be determined by MTS. Contractor shall comply with the Comprehensive Fare Ordinance developed and enacted by the San Diego Association of Governments (SANDAG), and all MTS ordinances.
2. MTS seeks to maximize coordination with other public transit operations in San Diego. Therefore, Contractor shall adhere to fare media recognition and transfer policies as set forth in the Comprehensive Fare Ordinance. Contractor shall maintain a cooperative working relationship with all area transit operators to maximize the concept of a "seamless" transit System for passengers. Contractor shall follow all revenue collection guidelines and procedures established in **Section B.7 (Fare Equipment and Fare Collection Procedures).**

B.3.7. ADVANCED TECHNOLOGIES AND INFORMATION SYSTEMS

Contractor shall provide computer services that will allow for data needs through remote terminal services for providing data to MTS directly through an Internet connection. See **Section B.14 (Advanced Technologies and Information Systems)** for more information.

B.4 SERVICE CHARACTERISTICS/OVERVIEW

This project includes multiple general service packages that are split between two (2) locations which can be combined as a function of Contractor's service management plan. It is anticipated that the service packages will be in the general size and scope of that described below. It is expected that there will be a combined spare ratio of between 18 and 20 percent for the combined fleet excluding rural service.

It is planned that Services will start **on or about Sunday, June 27, 2021.**

B.4.1. SOUTH BAY DIVISION - 3650A MAIN STREET CHULA VISTA, CA 919111. South Bay Fixed-Route**Total fleet = 239 buses**

- Heavy-duty 40-foot compressed natural gas (CNG) buses – 212
- Heavy-duty 60-foot compressed natural gas (CNG) Buses – 10
- Heavy-duty 40-foot Battery Electric (BEB) Buses - **TBD**
- Heavy-duty 60-foot Battery Electric (BEB) Buses - **TBD**
- Fixed-route service operated from South Bay Division (SBD)
- 32 traditional fixed-routes operating in South Bay and central San Diego
- Expect peak buses of approximately 205 for weekday, including standbys
- Buses and facility are MTS-owned and provided to Contractor.
- Roughly **7.2** million annual revenue miles.
- Roughly **740,000** annual revenue hours.
- Prime Contractor must directly operate and maintain service.
- Service begins **on or about Sunday, June 27, 2021.**

2. South Bay Bus Rapid Transit (BRT) – Route 225**Total fleet = 17 buses**

- Heavy-duty 60-foot CNG articulated **Bus Rapid Transit (BRT)** buses – 17
- One (1) **BRT** route operating in South Bay and central San Diego
- Buses and facility are MTS-owned and provided to Contractor.
- Roughly **850,000** annual revenue miles.
- Prime Contractor must directly operate and maintain service.
- MTS will require at least one BRT type standby bus dedicated to the BRT service.

B.4.2. EAST COUNTY DIVISION (ECD) – 544 VERNON WAY, EL CAJON, CA 920201. East County Fixed Route Service**Total fleet = 66 buses**

- All buses are MTS-owned heavy-duty (40 foot) transit buses.
- 18 local fixed-routes operated from ECD.
- Monday – Saturday Operation
- Approximately 55 buses used for peak service.
- One additional peak bus used for standby service six days a week.
- All service operated from 544 Vernon Way.
- All buses and facility are MTS-owned and provided to Contractor.
- Roughly **1.98 million** annual revenue miles.

- Roughly **205,000** annual revenue hours.
- Prime Contractor must directly operate and maintain service.
- Service begins **on or about Sunday, June 27, 2021.**

2. Commuter Express Service

Total fleet = 24 buses

- MTS to provide 24 heavy-duty over-the-road coaches for long distance commuter service - 45-foot buses that are wheelchair lift-equipped.
- Two (2) routes weekday peak period; both operating along the I-15 corridor between downtown San Diego and Escondido/Rancho Bernardo.
- 18-19 estimated peak buses with 5-6 spares.
- One (1) standby bus operated during peak periods.
- All service operated from 544 Vernon Way.
- Facility is MTS-owned and provided to Contractor.
- Roughly 346,000 annual revenue miles.
- Roughly 12,000 annual revenue hours.
- Service begins **on or about Sunday, June 27, 2021.**

3. Rural Service

Total fleet = 3 mini buses and 2 standard buses

- All buses are MTS-owned.
- Rural lifeline service - four (4) routes; non-regular service.
- Route 894, uses full size 40-foot CNG buses to operate between the Southeast Rural area and El Cajon, a few trips per day, five (5) days per week (Monday through Friday).
- Routes 888, 891 and 892, use three (3) gasoline powered mini buses, operate only one or two days per week between Southeast and Northeast rural areas, to and from El Cajon, with one trip each direction per day operated.
- Rural service operated Monday through Friday. No weekend or holiday service.
- The peak buses on any weekday vary from two (2) to a maximum of five (5) buses.
- There is a total of three (3) gasoline powered mini buses dedicated to rural service. Other bus equipment is used interchangeably with fixed route service.
- Rural buses are parked at three (3) offsite locations, in addition to ECD:
 - Two (2) 40ft Buses: 123 Main St. Campo, CA (MTS Property).
 - One (1) Mini Bus: 40945 Old Highway 80, Boulevard CA (California DOT Maintenance Station).
 - One (1) Mini Bus: 1550 Rango Way, Borrego Springs, CA (SD County Public Works Yard).
- Contractor may need to fuel buses off site.
- Roughly **139,000** annual revenue miles.
- Roughly **8,000** annual revenue hours.
- Prime Contractor must directly operate and maintain service.
- Service begins **on or about Sunday, June 27, 2021.**

B.4.3. STANDBY SERVICES

Contractor will be required to provide regularly-scheduled standby buses to back up the various services. Standby service is defined as one (1) bus operator and one (1) bus deployed to an area or location to avoid interruptions to service. All standby locations and hours of operation are subject to change. MTS will designate bid vs options standby coverage during each regularly scheduled service shake-up (three times annually). MTS will require that the Contractor cover all bid standby positions.

Standby buses will be paid for at an hourly rate only. Standby buses shall respond to peak passenger overloads, missed service, late trips, wheelchair ramp failures, mechanical failures and other issues that affect reliability. Standby buses are intended to avoid loss of service or degradation of service. The standby rate begins once the standby bus is parked at the designated standby location/terminal (Deadheading to and from the yard does not qualify for the standby rate). The standby rate is effective while the standby bus is parked at its terminal or in route to cover service. Once the standby bus is operating as revenue service, the rate will switch from the standby hourly rate to the revenue service mile rate. Only in a situation where a standby bus is being used to supplement scheduled service, rather than replace it, will it qualify to operate at the standby hourly rate. These buses shall not be used for the purpose of covering open runs due to the lack of manpower, or similar scenario. If the Contractor is found to be using standby buses to cover open runs due to lack of manpower, or similar scenarios, the Contractor may be subject to liquidated damages - see **Section B.11 (Performance Bonuses and Assessments)**. Standby buses shall be managed by road supervisors in coordination with radio communication supervisors.

A specific list will be provided following the pre-bid meeting. However, it generally follows the scope below:

1. Commuter Express – requires one (1) standby bus deployed somewhere in North County every morning and one (1) standby bus deployed in downtown San Diego in the afternoon weekdays to back-up the service.
2. East County – requires two (2) bid standby buses weekdays and (1) on Saturday:
 - East County Transit Center – Weekdays & Saturdays
 - Kearny Mesa Transit Center – Weekdays
 - San Diego State University TC – TBD/Optional
3. South Bay – requires eleven (11) bid standby buses weekdays, and six (6) on weekends. Buses are generally located as follows:

Bid Standby Locations:

- Downtown San Diego - Weekdays & Weekends
- Euclid Ave. Transit Center – Weekdays & Weekends
- 8th Street Transit Center – Weekdays
- Iris Ave. Transit Center – Weekdays & Weekends
- 70th Street Station – Weekdays & Weekends

- Palomar Street Transit Center – Weekdays
- Otay Mesa Transit Center (BRT AM only) – Weekdays & Weekends
- Downtown San Diego (BRT PM only) – Weekdays & Weekends
- Old Town Transit Center (AM) - Weekdays
- Old Town Transit Center (PM) – Weekdays & Weekends
- 7th and Market (First three days of each month only)
- Palm Ave Transit Center (First three days of each month only)

Standby buses are required for all home PETCO Park baseball games and special events as needed. Two (2) buses are required for Friday and Saturday games, and one (1) on Sunday through Thursday games (generally backing up Route 901).

B.4.4. EXTRA TRIPPERS, COMMUNITY SERVICE AND SPECIAL EVENTS

Contractor may also be required to provide additional bus service at the request of MTS for unscheduled events. This may include, as an example, responses to parades, detours, special events, construction projects, bridge closures or disruptions, traffic conditions, tours, or passenger overload episodes. These often occur with short notice to Contractor. MTS will make every effort to notify Contractor of any additional vehicle requirements at least 24 hours in advance. These special additional peak trippers will be invoiced to MTS at the hourly rate for standby service.

Contractor shall assist MTS in conducting promotions of all public transit services under MTS direction and approval. Contractor will be required to provide additional marketing assistance of up to one hundred and twenty (120) hours per fiscal year (approximately 10 hours per month) for community services, as described in this Scope of Work. This marketing assistance for these community service functions may require the use of a vehicle for inclusion in parades, community fairs, static displays, etc. There will be no additional compensation for this community service effort up to one hundred and twenty (120) hours per fiscal year.

B.5 KEY PERSONNEL AND STAFFING PLAN

Each Contractor will be required to submit, at a minimum, a staffing plan that includes MTS' identified Key Personnel and support staff outlined below. This staffing plan shall include an organizational chart that identifies the proposed management team's structure and reporting responsibilities. The proposed staffing plan must include the resumes of Key Personnel demonstrating to MTS that the proposed personnel have the experience and qualifications to successfully manage, lead and deliver the described service.

While titles may be different based on location and nature of operations, this section provides guidance as to the positions and personnel that will be needed and the depth of experience and responsibilities required. The Contractor shall complete **Attachments 4A and 4B (Key Personnel/Summary of Positions)**, providing proposed staffing quantities for each listed category, as well as, any additional staff that may be required to manage this contract and obligatory functions. In addition to, but not in place of, the Contractor may submit an alternate staffing plan designed and detailed by the Contractor. Should the Contractor decide to submit an alternative staffing plan, it must include an organizational chart that identifies the proposed management structure and each position's reporting responsibilities.

For any change in Key Personnel, the MTS Project Manager must be notified in writing at least thirty (30) days prior to any contemplated changes, and the MTS Project Manager must provide written approval of changes prior to the action being taken. No Key Personnel position is to remain unfilled for longer than sixty (60) days unless otherwise approved by MTS in advance. The Contractor is required to use a substitute for vacancy with Key Personnel during the replacement period. This substitute must be onsite during the duration of the replacement search and hire, unless otherwise approved by MTS in advance. Failure to meet this criterion may result in assessments as spelled out in **Section B.11 (Performance Bonuses and Assessments)**. MTS reserves the right to direct the Contractor to remove any individual including Key Personnel assigned to this contract at any time for the duration of the final contract agreement.

B.5.1. KEY PERSONNEL

For the purposes of this Section, "Key Personnel" is defined as those individuals who are essential to the successful management and delivery of the proposed service within this contract. Key Personnel must be assigned to this contract and must be available for the entire duration of the contract. Resumes for each of the proposed Key Personnel must be provided.

1. On-Site San Diego General Manager (1 FTE)

Located full time in San Diego and dedicated exclusively to the MTS contract, the responsible General Manager shall be assigned by Contractor to this project. This employee shall be available to MTS at all times, either by telephone or in person, to make decisions or to provide coordination. This individual will be directly responsible overseeing and managing the MTS contract and both divisions of operation. The General Manager must have a minimum of seven (7) years management experience, managing a public transit contract similar in scope, size and complexity.

2. On-Site Maintenance Director (1 FTE)

This key position will be responsible for managing all bus and facility maintenance activities associated with this project. The Maintenance Director must have at least 10 years of experience managing the maintenance functions of a heavy-duty transit shop (35-foot to 60-foot coaches), including at least five (5) years of managing the

maintenance function of a CNG shop, similar in size and complexity to the services described in this Solicitation. This management experience must include the responsibility for all functions of the maintenance shops, including managing all mechanics, lead mechanics and shop foremen; budgeting, facility maintenance, spare parts inventory, mechanic scheduling, quality control, and high-level decision making. In determining the qualifications of a candidate for this position, experience as a shop foreman, management maintenance analyst, or other positions that do not include all of the responsibilities listed above, shall not be considered sufficient experience. The Maintenance Director must be on site at the South Bay operating division during the contract.

3. On-Site Senior Manager of Human Resources (HR) (1 FTE)

Contractor shall provide at least one (1) full time dedicated Senior HR Manager who can manage subordinate staff and all aspects of HR for both South Bay and East County Divisions. This position will primarily be located at SBD, but will be required to provide support and oversight to ECD. This position must have a bachelor's degree in business, public admin or a related field; Seven (7) or more years of progressively responsible experience in HR; and, five (5) years administering HR in a unionized environment.

4. South Bay and East County Division Managers (2 FTEs)

General management and management oversight of the day-to-day operations of the transit system shall be vested in the Contractor's full-time Division Managers, one at each location. The Division Manager will be responsible for all employees and all services in connection with the transit system, with the exception of the responsible General Manager and Maintenance Director. The Division Managers must have a minimum of six (6) years of transit management experience managing regularly-scheduled fixed route transit service similar in scope and complexity to the services herein described. The position shall have at least a Bachelor's degree in business management, transportation, finance, or related field from an accredited institution. The Division Managers must be on site and assigned to a specific division - South Bay and East County operating divisions.

5. South Bay and East County Division Maintenance Managers (2 FTEs)

Management of the maintenance operations of the transit system shall be vested in the Contractor's Division Maintenance Managers. In its proposed Management Plan Contractor shall offer details on how each maintenance facility will be supervised. Contractor shall specify type and level of responsibilities for each manager. These maintenance management employees must each work at least 40 hours per week managing the maintenance requirements of this contract. Division Maintenance Managers must have no less than five (5) years of experience managing maintenance for a regularly scheduled fixed-route transit service with heavy-duty CNG buses.

6. Building and Facilities Maintenance Manager (1 FTE)

This position will be responsible for the maintenance and repair of the buildings, grounds, and equipment located at two MTS bus maintenance facilities. Some areas of responsibility include HVAC, elevator maintenance, fuel systems, fire safety and prevention systems, emergency back-up generators, water systems, video surveillance, lighting (exterior and interior), landscaping & irrigation, site storm drains and other site facility systems and equipment. The candidate must have knowledge of all relevant local, state and federal regulations, including building codes, health and safety standards

and environmental compliance. The candidate must also possess analytic and organizational skills to regularly provide and keep track of budget estimates, energy usage, building efficiency, and all statutory requirements. This position will require work out of the East County (ECD) and South Bay (SBD) divisions. The candidate must have at least five (5) years of experience managing a facility maintenance operation

7. Local Customer Service Manager (1 FTE)

Contractor must provide a minimum of one (1) full-time Customer Service Manager who will manage and oversee the investigation, follow up, response and closeout of customer complaints for both the South Bay and East County Divisions. This individual should have at a minimum four (4) years of customer service management experience.

8. Manager of Quality of Service and Radio Communication (1 FTE)

Contractor must provide a minimum of one (1) full-time Manager of Service Quality and Radio Communication who will manage the RTMS Radio Supervisors at MTS's Imperial Avenue Division (IAD). The primary responsibility of the position will be to ensure that Radio Supervisors are responding to and actively addressing service related incidents in real time, create and manage work schedules, develop employee training and coaching plans, oversee standby bus utilization, while ensuring the accuracy of daily and monthly reporting requirements. This position is expected to be based out of the IAD radio room, MTS's main bus division. This position must have at least three (3) years of experience managing a combination of road supervisors, dispatchers and/or bus operators and have a strong aptitude for computer technology and programs.

9. Revenue Manager/Supervisor (1)

All aspects of revenue management at both operating divisions shall be vested in the Contractor's full-time Revenue Manager/Supervisor. This manager/supervisor will be responsible for oversight of all bus and facility revenue collection and securement processes and equipment, as well as technical revenue systems maintenance employees as detailed in **Section B.7 (Fare Equipment and Fare Collection Procedures)**. This employee must be full-time and dedicated to managing only the revenue management requirements of this public transit service. The Revenue Manager must have a minimum of five (5) years of revenue management experience, with a minimum of two (2) years managing all aspects of revenue management in regularly-scheduled fixed route transit service similar in scope and complexity to the services described in this Solicitation. The Revenue Manager must be on site at the South Bay operating division, and shall coordinate all MTS revenue activities with MTS revenue system managers and project managers. This position may be subject to additional criminal and financial background checks.

10. Maintenance Quality Assurance and Maintenance Training Managers (2 FTEs)

Contractor at a minimum must designate two (2) full-time dedicated quality assurance and maintenance training managers for vehicle maintenance functions. These positions will ensure warranty compliance on all parts and equipment, and for inspecting, approving, and monitoring the work of the mechanics, servicers, and cleaners. These positions shall also provide maintenance training to all divisions. These individuals will also assist MTS in procurements for equipment, vehicles, and services, including the development of specifications, pre- and post-delivery inspections, and procurement delivery logistics. These positions will be responsible for oversight of the preventative maintenance inspection program, and vehicle systems inspection programs. These

positions shall report directly to the San Diego Maintenance Director. These positions shall be middle-management level positions, but not directly responsible for the supervision of maintenance staff. These individuals must have at least five (5) years of experience with heavy-duty CNG transit bus maintenance, including at least three (3) years of supervising and inspecting the work of maintenance employees and conducting or supervising CNG vehicle system inspection programs.

B.5.2. OTHER PERSONNEL

The Contractor is responsible for calculating the number of road supervisors, dispatchers, radio communication personnel, mechanics, services/cleaners, maintenance parts tech, Vehicle Operators, clerical/administrative staff, maintenance administrative staff, and any other positions deemed necessary to meet all requirements spelled out in this contract. See **Attachments 4A and 4B - Key Personnel/Alt Staffing Plan.**

The Contractor shall interview, train and test for proficiency of all new employees. Contractor's personnel wages and work hours shall be in accordance with local government, state and federal regulations affecting such employment, and in compliance with the progressive MTS "living wage" scale referenced in this document. See **Attachment 1 - Responsible Driver Wage and Benefits Requirements/MTS Policy 31.**

The Contractor is responsible for establishing and maintaining adequate staffing levels per the agreed upon staffing plan and reflective of existing service levels. The total number of personnel necessary, above minimum standards, for operations and services will be proposed by the Contractor.

Contractor will be liable for liquidated damages for wages and benefits for any staff positions remaining unfilled more than thirty (30) working days (Monday - Friday).

MTS will grant Contractor a ninety (90) day relief from liquidated damages for all non-staffing requirements at the initial start of this contract.

1. Maintenance Foremen

Direct and hands-on oversight of the daily maintenance functions of the shops are the responsibility of the Maintenance Foreman. The Contractor's **Maintenance and Staffing Plan** shall show how this position will be filled and ensure Foremen are physically present at each yard 24 hours per day. The number of FTEs for this position will depend on the hours of operation and how the Contractor decides to break up the shifts.

2. Facilities Maintenance Staff

Contractor's **Facilities Management Plan** shall include staffing and levels of responsibility for all facilities maintenance personnel that is completely separate from operations, safety, training, and bus maintenance functions. Specific responsibilities of the facilities maintenance team are detailed in **Section B.13 (Operating Facilities and Facility Maintenance).**

3. Clerical Staff

Clerical positions will be staffed to levels sufficient to ensure accurate and timely processing of information, reports, maintenance, training, and record-keeping requirements. Clerical positions shall be proposed at each location sufficient to accommodate data and clerical support needs. The Contractor shall provide the number

of FTE's in **Attachments 4A and 4B – Key Personnel/Summary of Positions/Alt Staffing Plan**).

General office management support at each location; this position shall be responsible for the supervision of other clerical positions, and other duties relating to management of the offices. Office management shall perform quality control oversight of reports and establish processes to insure the completeness and accuracy of reports.

Data input and processing, production of daily, weekly and monthly reports and to ensure completeness and accuracy of contents of reports.

Maintenance functions, data input and processing, report production, inventory control, and accuracy of information reported.

4. Maintenance Staff

The Contractor shall propose a sufficient number of mechanics to adequately perform routine preventative maintenance, running repairs, and training for revenue vehicles and non-revenue vehicles. Rebuilding of major components, including engines and transmissions, and major body repairs, is considered outside work and is assumed beyond the following staffing levels. The Contractor shall provide the number of FTE's proposed for this function by mechanic type in **Attachments 4A and 4B - Key Personnel/Alt Staffing Plan**. These staffing levels shall take into consideration the age, variety and quantity of the fleet at each division. The following is a general description of maintenance staffing categories:

Journey-level "A" Mechanic: The highest level for a line mechanic. Under general supervision, performs the most difficult repair tasks and supervises subordinates; is capable of performing all repairs and adjustments to all vehicle systems; acts as shift leader and trains "B" and "C" mechanics; performs quality control functions for subordinates.

Journey-level "B" Mechanic: Under general supervision, performs a wide variety of preventive maintenance and minor repairs. Tasks: Maintains, troubleshoots, diagnoses, and/or repairs a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmissions, and steering and suspension. Completes work orders and preventive maintenance inspection forms with comments. May train and monitor the performance of "C" mechanics. The Contractor shall propose a sufficient number of "B"-level mechanics to be retained for the exclusive purpose of maintaining, repairing, and cleaning fareboxes and revenue collection equipment, video camera systems, RTMS radio systems, electronic destination signs, and other specialized equipment at the various locations.

"C" Mechanic: Mechanic's helper. This is an entry-level position that performs routine maintenance and repair under immediate supervision.

Servicers, Fuelers, Washers, and Hostlers: Fuel, clean, wash, and park buses. May add fluids as necessary and perform other basic vehicle maintenance-related tasks.

Maintenance Parts Technicians: Parts technicians are assigned to various locations to perform inventory control and monitor, receive, store, and issue parts. Staffing levels will need to be proposed that meet the needs for full inventory control and parts ordering that keeps an operation running smoothly at both South Bay and East County. The

Contractor shall propose a minimum number in **Attachments 4A and 4B – Key Personnel/Alt Staffing Plan.**

All maintenance positions specified above for bus maintenance and service shall be based at the respective divisions per **Attachments 4A and 4B - Key Personnel/Alt Staffing Plan.** This may be modified depending on Contractor's management plan and approval by MTS. All routine preventative maintenance and running repairs performed by maintenance positions shall be performed at the South Bay and East County facilities. MTS reserves the right to approve all off-site maintenance work. Maintenance work currently performed off-site includes the following:

- Significant body work (most minor body work done on-site)
- Engine and transmission overhauls - various vendors
- Selected machine work (e.g., brake drums) – various vendors
- Major bus rebuilding (if necessary) – various vendors

Additional staffing numbers and type of mechanics shall be approved by MTS in advance of expected increase in revenue mile or bus quantity additions.

All A-, B-, and C-level mechanics employed under the agreement shall have drivers' licenses that allow them to drive the buses both on and off MTS property and onto public streets

5. Quality Assurance Ambassadors

These ambassadors shall be dispatched to specified transit centers, busy bus stops, special events, or other areas where additional customer support and assistance is necessary. They will not have all of the tools that the Operations Supervisors have but they will free up the supervisors to spend more time out in the field or in the Dispatch area where they are needed most. Typical functions will be: assisting riders during service changes, ensure timetables and Take One information is conveyed effectively, assisting with detours or pedestrian pathways during construction or special events, assisting with on time performance, and other customer-related activities upon request. There are no specific numbers of FTE positions required as a minimum and no specific qualifications required. Contractor is free to propose how these staff positions will be filled, how many, and at what level. It should be noted; however, upon request for additional support for planned special events, if the Contractor does not provide these positions, the Contractor may be required to provide extra supervision to areas that could have otherwise been covered by these positions.

6. Quality Assurance Supervisors (Video)

Retrieving video requests for MTS's needs, customer service incidents, accidents, public record requests and law enforcement requests is ongoing and demanding. The Contractor will need to propose a sufficient number of Quality Assurance Supervisors for both South Bay and East County to ensure that all video request are being responded to in accordance with MTS's Video Request Guidelines spelled out in System Operating Standards and Requirements section of this RFP. The Contractor may also provide an alternative staffing plan for addressing this need.

7. Information and Technology (IT) Staffing

Contractor shall propose an **IT Staffing Plan** that adequately supports all of the phone, computer, software, data, networking technology, and other systems included in the Agreement. Refer to **Section B.14 (Advanced Technologies and Information Systems)** for required certifications and specific skills needed for these position(s). There are no specific numbers of FTE positions required as a minimum and no specific qualifications required. Contractor is free to propose how these staff position will be filled, how many, and at what level.

8. Approval of Assignment

The MTS Project Manager or designated MTS representative must approve the following positions all Key Personnel, including but not limited to: the Responsible General Manager, Division Manager, Maintenance Director, Revenue Manager/Supervisor, Operations Manager, Assistant Operations Manager, Facility Manager, Safety Manager, Training Manger, Maintenance Quality Assurance and Training Managers, Manager of Service Quality and Radio Communication assigned to this project. MTS may withdraw this approval at any time by giving 30 days' written notice to Contractor. MTS shall withdraw approval only with reasonable cause as determined by MTS. If MTS withdraws approval of any of these employees, the Contractor must replace the employee within 60 days with another candidate approved by the MTS Project Manager or designated representative.

9. Alternate Staffing Plan

Based on past experience, MTS believes the services described in this proposal can be effectively delivered using the recommended staffing levels above. If the Contractor believes these services can be delivered more efficiently through an alternate staffing plan, the Contractor may present this plan in addition to the required staffing plan. Contractors are cautioned, however, that MTS's receipt and consideration of an alternative staffing plan during this solicitation does not signify acceptance by MTS unless such alternative staffing plan is so included in the final contract agreement.

B.6 BUSES AND OTHER EQUIPMENT**BUS FLEET OVERVIEW****B.6.1. SOUTH BAY DIVISION (SBD):**

The following fleet of buses will be provided by MTS to Contractor at the South Bay Maintenance Facility on **June 27, 2021**. A limited quantity of buses will be available to the Contractor on **April 1, 2021**, and **May 1, 2021**, for training. Contractor must provide full insurance, prior to **April 1, 2021**, for any vehicles used for this purpose. At the time of turnover, MTS will provide an up-to-date list of fleet inventory. The Contractor should consider that some of the fleet outlined below may be swapped out with replacement vehicles prior to or during the duration of this contract.

Table 1							
Total Qty.	Fleet Series	Year	Make	Model	Fuel Type	Qty. Available for Training	
						4/1/2021	5/1/2021
14	2000	2015	Gillig	Low Floor	CNG		
36	2100	2017	Gillig	C40LF	CNG		
15	2310 - 2324	2013	Gillig	Low Floor	CNG		
38	2400	2014 - 2015	Gillig	Low Floor	CNG		
7	2780	2018	Gillig		CNG		
73	2800	2009	New Flyer	C40LF	CNG		
22	2900	2012	New Flyer	C40LF	CNG		
5	7200	2008	New Flyer	C40LF	CNG		
2	7300	2009	New Flyer	C40LF	CNG		
10	7400	2017	New Flyer	C60LF (Artic)	CNG		
17	7500	2018	New Flyer	C60LF (Artic)	CNG		

239 = Total

**Please note, all 7200s (5) will be replaced in FY21. A portion of the 2800 (35) and all 7300 (2) series buses are scheduled to be replaced in FY22, with the remaining 2800s (38) scheduled for replacement in FY23.*

Details of each bus type are shown in the end of this section for information only. Contractor understands that future performance may vary. MTS may change fleet numbers at any time prior to or during the Agreement.

SEE ATTACHMENT 5A FOR FLEET SERIES DETAILS**B.6.2. EAST COUNTY DIVISION (ECD)**

The following fleet of buses will be provided by MTS to Contractor for East County Division (ECD) on **June 27, 2021**. A limited quantity of buses will be available to the Contractor on **April 1, 2021**, and **May 1, 2021**, for training. Contractor must provide full insurance for any vehicles used for training prior to **April 1, 2021**.

Table 2							
Total Qty.	Fleet Series	Year	Make	Model	Fuel Type	Qty. Available for Training	
						4/1/2021	5/1/2021
9	2301 - 2309	2013	Gillig	C40LF	CNG		
6	2706, 2710, 2713, 2714, 2721, 2741	2005	New Flyer	C40LF	CNG		
3	3506 -3508	2018	Ford	Cutaway	Gasoline		
13	8201 - 8213	2015	Gillig	Low Floor	CNG		
38	8301 - 8338	2016	Gillig	Low Floor	CNG		
24	8501 -8510, 8512 - 8513, 8515 - 8526	2007	Bluebird	Express 4500	Diesel		
93	= Total						

**Please note, the 8500 series is scheduled to be replaced in September 2020. The replacement fleet will consist of 24 MCI CNG Coach buses.*

Details of each bus type are shown in the end of this section for information only. Contractor understands that future performance may vary. MTS may change fleet numbers at any time prior to or during the Agreement.

SEE ATTACHMENT 5A FOR FLEET SERIES DETAILS

A. FLEET TURNOVER INSPECTIONS

MTS will conduct two turnover inspections of all MTS-owned revenue buses prior to the start of the Agreement. The initial turnover inspections for all buses will take place in **April 2021** for both the East County Division and the South Bay Division, with the Contractor required to participate as an observer. The final turnover inspections will take place tentatively during **June 2021**.

MTS will provide a professional inspection team of MTS's choice to assess status and condition of vehicles during all turnover inspections. MTS will determine the value of any deferred maintenance, if any. MTS shall work with in-coming Contractor and out-going Contractor (if applicable) to establish who performs any required work, how payments are made, and the responsible payer. MTS shall make the final determination of all maintenance-related turnover items.

B. OTHER EQUIPMENT SUPPLIED BY MTS

1. South Bay Division (SBD):

MTS will supply Contractor with the equipment shown on the following table. The equipment will be available on **June 27, 2021** for Contractor's use, exclusively for the support of the services. Equipment shall remain owned by MTS and shall revert to the possession of MTS, or its designee, at the termination of the Agreement. Contractor is solely responsible for the storage, maintenance, and security of this equipment, and shall pay for any repair or replacement of such equipment in the event of damage, theft, or loss. Any equipment installed at the facility by Contractor during the term of the agreement must be approved by MTS in advance. This equipment shall also become MTS property at the termination of the agreement.

SEE ATTACHMENT 5B FOR FIXED ASSET INVENTORY**2. East County Division (ECD):**

MTS will supply Contractor with the equipment shown on the following table. The equipment will be available on **June 27, 2021** for Contractor's use, exclusively for the support of the Services. Equipment shall remain owned by MTS and shall revert to the possession of MTS or its designate, at the termination of this Agreement. Contractor is solely responsible for the storage, maintenance, and security of this equipment, and shall pay for any repair or replacement of such equipment in the event of damage, theft, or loss. Any equipment installed at the facility by Contractor during the term of the agreement must be approved by MTS in advance. This equipment shall also become MTS property at the termination of the agreement.

SEE ATTACHMENT 5C FOR FIXED ASSET INVENTORY**C. OTHER EQUIPMENT SUPPLIED BY CONTRACTOR**

Contractor shall supply the equipment shown on the following table. The equipment must be available two weeks prior to each respective startup date for Contractor's use exclusively for the support of the Services. Equipment shall remain owned, maintained, and replaced as necessary, by Contractor during the term of this Agreement. Contractor is solely responsible for the storage, maintenance, and security of this equipment, and shall pay for any repair or replacement of such equipment in the event of damage, theft, or loss.

1. Zero Emission Buses (ZEB)

MTS has approved the purchase of eight (8) Battery Electric Buses (BEBs) for implementation of the Electric Bus Pilot Program. These buses will rotate between all of MTS's bus divisions, including South Bay and East County. The Contractor should be prepared to run the BEBs during the pilot phase, as well as after the pilot while more BEBs are permanently integrated into the South Bay and East County fleet. Because the transition to Zero Emission Buses (ZEB) is state-mandated, the Contractor should expect the fleet percentage of ZEBs to steadily increase throughout the duration of the agreement. ZEBs have different requirements than conventional CNG buses, therefore, the Contractor will be required to learn the necessary skills and procedures in order to maintain the BEBs, including Fuel Cell vehicles, to the highest of standards.

SEE SECTION B.8 (ZERO EMISSION BUSES (ZEB) AND ADVANCEMENT IN FLEET TECHNOLOGY)

Table 3 Equipment Supplied by Contractor	Quantity	AT END OF CONTRACT EQUIPMENT BECOMES PROPERTY OF:	
		Contractor	MTS
1. Office Furniture			
South Bay Division	As Needed	<input type="checkbox"/>	<input type="checkbox"/>
East County Division	As Needed	<input type="checkbox"/>	<input type="checkbox"/>
2. Relief Cars			
South Bay Division	Proposer Determined	<input type="checkbox"/>	<input type="checkbox"/>
East County Division	Proposer Determined	<input type="checkbox"/>	<input type="checkbox"/>
3. Supervisor Vehicles			
South Bay Division (Reference B.3.13)	6 Min (1/WC Equipped)	<input type="checkbox"/>	<input type="checkbox"/>
East County Division (Reference B.3.13)	4 Min (1/WC Equipped)	<input type="checkbox"/>	<input type="checkbox"/>
4. Computer Equipment and Related Software			
South Bay Division	LOT	<input type="checkbox"/>	<input type="checkbox"/>
East County Division	LOT	<input type="checkbox"/>	<input type="checkbox"/>
5. Computer Equipment Dedicated to Maintenance Software			
South Bay Division	LOT	<input type="checkbox"/>	<input type="checkbox"/>
East County Division	LOT	<input type="checkbox"/>	<input type="checkbox"/>

B.7 REVENUE EQUIPMENT AND COLLECTION PROCEDURES**B.7.1. REVENUE EQUIPMENT AND FARE SYSTEM OVERVIEW**

The current regional fare collection system was designed and manufactured by Cubic Transportation SysKritems, Inc. This Cubic-based system was introduced in 2004 as a card-based system, with the primary fare media being the Compass Card, which can store fare products and value for use on MTS buses, trolleys and North County Transit District's (NCTD) fixed route and rail services. MTS currently accepts three forms of payment onboard its vehicles depending on the service mode: 1) cash, 2) Compass Card, or, 3) mobile ticketing on Compass Cloud. Paper day pass tickets are also issued onboard buses when the customer is unable to present a Compass Card for onboard reload.

In December 2018, the MTS Board of Directors authorized the contract agreement between MTS and INIT Innovations in Transportation, Inc. (INIT) to provide a new account-based fare collection system for ten years, with a planned system launch by Summer 2021. The planned new system will rely on real-time communications for processing customer transactions. This will also be accompanied by a shift in fare policy away from products (for example 1-Day Pass) and towards utilizing Stored Value. Customers will no longer be able to load value or products onboard using the bus farebox but will validate their preloaded fare media or purchase a one-way cash fare on board the bus. This shift away from onboard product purchases and reloads will simplify the relationship of the onboard farebox and should improve on-time performance for bus services.

B.7.2. REVENUE COLLECTION GENERAL OVERVIEW BY GARAGE:**1. South Bay Division (SBD)**

MTS's SBD houses MTS's largest contracted fleet. This fleet covers routes serving the areas of mid-city San Diego, Downtown San Diego and the communities of South Bay. South Bay vehicles carry some of the region's largest passenger volumes, and subsequently, collect the largest farebox returns.

The South Bay fleet is equipped with the Genfare (GFI) Odyssey model of fareboxes. The current fare structure and fare technology requires the Contractor to probe and vault each bus daily at this division. When vehicles are probed and vaulted, all cash boxes shall be replaced with the same or an empty cash box immediately.

Fares collected at the South Bay facility shall be transported by armored vehicle to the bank five days per week, unless otherwise determined by MTS. The Contractor will coordinate fare transport with MTS. Current armored service is provided Monday through Friday with no service on weekends or federal holidays; the Contractor shall schedule accordingly. All fare and revenue controls are the responsibility of the Contractor. However, at no time will the Contractor be responsible for handling or physically counting revenues unless otherwise requested by MTS in writing. A video surveillance system must be deployed at the probe and vaulting location and within the designated counting room for when the room is used for auditing purposes or to count tokens. MTS requires that the Contractor hire and/or procure its own Armored Transport services directly.

As MTS works towards modifying its fare system policies or technology, MTS will work with the contractor to modify probe and vaulting requirements accordingly. At no time should the contract change or modify its probe and vaulting procedure or schedule, without prior written approval from the designated MTS Project Manager.

2. East County Division (ECD)

MTS's ECD is comprised of a Fixed Route, Premium Commuter Route and Rural Route bus fleet. This fleet covers routes serving the eastern urban areas of El Cajon, Santee and Lakeside, along with commuter service along the I-15 corridor and rural service spanning the farther reaches of San Diego's eastern County. Although the routes at East County are not as heavily patronized as those at South Bay, East County continues to carry a large volume of passengers and with it sizable farebox returns.

The ECD fleet is primarily equipped with the Genfare (GFI) Odyssey model of fareboxes, except for the buses used for the Commuter Express service discussed in the following section. The current fare structure and fare technology will require the Contractor to probe and vault each bus at least twice per week, on days specified by MTS. When vehicles are probed and vaulted, all cash boxes shall be replaced with the same or an empty cash box immediately.

Fares collected at the ECD facility shall be transported by armored vehicle to the bank twice per week. The Contractor will coordinate fare transport with MTS. Current armored car service is provided Monday through Friday with no service on weekends. All revenue control is the responsibility of the Contractor. However, at no time will the Contractor be responsible for handling or physically counting revenues unless otherwise requested by MTS in writing. A video surveillance system must be deployed at the probe and vaulting location and within the designated counting room for when the room is used for auditing purposes or to count tokens. MTS require that the Contractor hire and/or procure their own armored transport directly.

As MTS works towards modifying its fare system policies or technology, MTS will work with the Contractor to modify probe and vaulting requirements accordingly. At no time should the contract change or modify its probe and vaulting procedure or schedule, without prior written approval from the designated MTS Project Manager.

3. Commuter Express Services (at ECD)

Unique in comparison to the rest of the contracted bus fleet, Commuter Express vehicles are equipped with GFI cents-a-bill fareboxes. The handling of these fareboxes is slightly different than the Odyssey farebox currently on our fixed route fleet at ECD. This farebox is not compatible with the standard probing and vaulting system, but rather a key and cashbox system. During this process, the cashbox shall be removed and then placed on the designated cashbox rack. The cashbox is then immediately replaced with an empty cashbox. At no point will the cashboxes be dumped into a vault. The full cashbox shall be taken to the fare counting room where the fares shall be transferred manually to money bags by cleared and designated personnel only. Armored car service will pick up the collected fares per MTS's agreed upon schedule. It should be noted that the cash take from Commuter services is very low. The majority of Commuter passengers use monthly passes.

Note: At the time of this RFP development, MTS was in the process of finalizing procurement options for new Commuter Express Buses. It's likely that by the time this contract is executed, ECD will have acquired a new commuter express replacement fleet, and with it a new fare payment system on board. Should this happen, the Contractor should anticipate a change in the way Commuter Express revenues are collected and processed compared to the above outlined process.

As MTS works towards modifying its fare system policies or technology, MTS will work with the contractor to modify probe and vaulting requirements accordingly. At no time should the contract change or modify its probe and vaulting procedure or schedule, without prior written approval from the designated MTS Project Manager.

4. Rural Services (At ECD)

Rural service is unique in that most vehicles are parked overnight at satellite location miles from the ECD. The fareboxes on the rural fleet are the GFI Odyssey model. Although the fare revenues on these buses are very low, fareboxes shall be probed and vaulted whenever a rural bus returns to the ECD facilities.

a. Contractor Provided Revenue Plan

The Contractor shall provide a **Revenue Control Plan** to MTS as part of the proposal detailing all farebox probes and vaulting procedures that will help to manage and control for all fare revenues. MTS will provide a review of the Plan within 30 days of receipt of Plan. MTS reserves the right to request enhanced procedures or greater controls to ensure that fare revenues are adequately accounted for, controlled and safeguarded. MTS reserves the right to monitor the counting procedures, farebox vault exchanges, or any other processes with MTS staff or third-party contracted monitoring staff.

b. Collection Protocols

The Contractor shall ensure that the appropriate security measures are in place to adequately safeguard all fares collected. The Contractor shall provide a plan with a specific **security protocol** for the handling of farebox vaulting equipment, monitoring probe and vaulting activities and processes to MTS as part of the RFP submittal.

c. Reporting Requirements

MTS Revenue will work with Contractor to develop a comprehensive revenue control plan that will detail specific procedures. This plan should consider but not be limited to the following Contractor responsibilities:

- Daily Monitoring/reconciling/data analysis
 - Identifying operator errors and working with training to educate workforce.
 - Reporting variances immediately to the designated MTS point of contact.
- Track monitor fare-box/system related MDBF
- Quarterly Audits/Site inspection
 - Contractor will be required to perform scheduled and unscheduled audits and site visits to review revenue controls and best practices.

d. Revenue System Maintenance

Revenue equipment will require ongoing and periodic maintenance to keep the system in a healthy state and avoid unnecessary road calls. It will be the Contractor's responsibility that the revenue system remains operable at all times. As a guideline, the Contractor will be responsible for the following:

- PMI Schedule
 - See **Section B.8 (Bus and Fleet Maintenance)**
 - Equipment Transfers/New Equipment/Fleet Expansion
 - Contractor will be responsible for all onboard equipment installation and transfers. This is necessary when new buses arrive, as the equipment needs to be transferred from a retired bus to a new bus. Most new buses will come without revenue equipment and these projects will occur every year or two in batches of buses depending on the size of the order (usually 25-75 buses).

Contractor is also responsible for work related to revenue equipment moves and/or adjustments. Modifications to farebox platforms, wiring, dashboards, stanchions, and flooring are potential tasks necessary to ensure quality revenue equipment installations. Staff time applied to these efforts shall be included in the base pricing of the contract.

e. Revenue System Equipment/Hardware

Please note, as MTS works towards modifying its fare system and revenue collection process, MTS will work with the Contractor to develop a comprehensive hardware and system transition. It is anticipated with the new system will require one (1) farebox, one (1) Driver Control Unit, one (1) Validator/Reader (replacing the light validator) per bus.

f. Fareboxes

- MTS shall provide one complete set of electronic fareboxes for each revenue service bus. Fareboxes will be Genfare (GFI) Odyssey or Cents-A-Bill models. MTS's entire contracted fleet is currently equipped with GFI Odyssey fareboxes except for the Premium Commuter Express Service which are equipped with GFI Cents-A-Bill fareboxes.
- The Odyssey farebox is a smart farebox and is equipped for electronic probing and vaulting. Information download is done automatically when the farebox is probed and then vaulted. The Cents-A-Bill model on Premium Express routes is not equipped with the probe download function; fareboxes are emptied manually. The Contractor will be responsible for all costs associated with the maintenance of all farebox equipment (both Odyssey and Cents-A-Bill models).

g. Driver Control Units (DCU)

- MTS shall furnish the Contractor with one complete Cubic Driver Control Unit (DCU) for each revenue service bus. The DCU is designed to provide fare collection support through communicating data over a

wireless access point (WAP) located at each maintenance facility. Data provided through the DCU is used to quantify and reconcile monthly ridership stats by MTS and the Contractor. The Contractor will be required to maintain all DCUs in accordance with MTS's established preventive maintenance programs and maintenance protocols (**Section B.8 Bus and Fleet Maintenance**). Should the Contractor neglect MTS described maintenance programs/protocols or handle the DCU improperly, the Contractor shall be responsible for paying the full replacement cost of the device or costs associated with unit repair. No generic replacement parts will be acceptable due to strict system compatibility requirements.

- MTS will provide a specified number of spare DCUs, (quantity **TBD**) to support replacement needs. Repairs over \$100 (parts only) will be paid by MTS, with MTS's prior approval. Minor repairs (under \$100) to the DCU, such as cleaning, minor wire replacement, etc., will be the financial responsibility of the Contractor.

h. Light Validators

- MTS shall furnish the Contractor with one complete Light Validator for each revenue service bus. The Light Validator is peripheral to the DCU and farebox and is designed to process contactless smart card technology for mobile fare collection. The Contractor will be required to maintain all Light Validators in accordance with MTS established preventive maintenance programs and maintenance protocols (**Section B.8 Bus and Fleet Maintenance**). Should the Contractor neglect to follow proper maintenance programs/protocols or handle the Light Validator improperly, the Contractor shall be responsible for paying the full replacement cost of the device or costs associated with unit repair. No replacement products or equivalent will be deemed acceptable due to strict system compatibility requirements.
- MTS will provide a specified number of spare Light Validators (quantity **TBD**) to support replacement needs. Most major repairs will be paid by MTS, with MTS's prior approval. Minor repairs to the Light Validator, such as cleaning, minor wire replacement, etc., will be the financial responsibility of the Contractor.

i. Vaults

- Currently, all Contractor-occupied operating facilities will house a receiver and vaulting system. South Bay currently houses three (3) receivers and seven (7) vaults. East County houses two (2) receivers and five (5) vaults. Each receiver must be maintained in accordance with the specified preventive maintenance schedule provided by the manufacturer. Vaults must be stored in a secured environment. MTS will supply receivers and vaults at the beginning of the contract, but all and any major repairs or replacement costs associated with the ongoing use and/or the mishandling of the vaults will be the full responsibility of the Contractor. With the new fare system, Genfare will be performing a site assessment for each division. This site assessment will determine the number of required receivers and vaults.

j. Farebox Probing Instruments

- MTS will provide all necessary probing instruments including spares at the start of the contract. The Contractor is responsible for the maintenance and replacement of all probing equipment thereafter.

k. Fare Equipment Testing Instruments

- MTS will provide all necessary fare equipment testing instruments and diagnostic tools. The Contractor is responsible for the maintenance and replacement of all testing equipment thereafter.

l. IT Hardware and Support

- The Contractor will be responsible for IT support related to the maintenance and troubleshooting of all IT equipment tied to the fare collection process, including but not limited to: Wireless Access Point (WAP), backend (home/base) computer hardware, general software installation and software upgrades

m. Secure Storage Room

- The Contractor shall keep the secure storage room located in the service lane area of ECD free and clear of all non-fare or revenue equipment. At no time should the fare counting room be used for storage of anything other than cash boxes, mobile bins and related fare and revenue supplies. The secure storage room may be furnished with an appropriate size counting desk or table and chairs or stools with MTS approval. The secure storage room shall remain locked at all times and may have 24/7 video monitoring inside to ensure proper use and accountability of all activities taking place in the room. The keys and access to the room shall be limited to cleared and necessary personnel only.

n. Farebox Repair Room

- The Contractor shall keep the farebox repair room free and clear of all non-farebox related equipment and maintenance tools. At no time will the farebox repair room be used for anything other than for farebox repairs and other directly related activities. The farebox repair room shall remain locked at all times. All keys and access to the room shall be limited to cleared and necessary personnel only.

o. Staffing Requirements

- The Contractor will be responsible for staffing all revenue related positions as specified in Section B.5 (Key Personnel and Staffing Plan) of this contract. At a minimum, MTS will require a dedicated Revenue Manager/Supervisor who is accountable for revenue systems oversight. This individual should anticipate working directly with MTS on an ongoing basis. Any individual working on or with revenue equipment may be subject to criminal and financial background checks. All personnel working on revenue equipment should be certified per the OEM and have a good understanding of how the system works and is maintained.

B.8 BUS AND FLEET MAINTENANCE

Contractor shall provide all maintenance personnel and institute a detailed vehicle maintenance program that aims to achieve a high level of maintenance and safety on the fleet of MTS-owned buses and facilities provided to Contractor. MTS expects top-quality vehicle maintenance so the proposed program should cover the following elements at a minimum:

- Maintenance Staffing
- Workplace and environmental safety
- Preventative Maintenance
- Mechanical Maintenance
- OEM Compliance requirements
- Training
- Zero Tolerance Graffiti Removal
- Cleaning Program
- CNG Safety and Inspection
- Engine and Transmission
- Quality Control
- New Bus and Component Warranty Tracking
- Interior Bus Maintenance (Seats, Driver Seats, Floors)
- Wheelchair Lift/Ramp Maintenance
- Revenue Systems Maintenance
- Tire Servicing
- Wheel Cleaning
- Maintenance Performance Analysis
- Maintenance Reporting
- Provision of a Detailed Fleet Maintenance Plan

B.8.1. MAINTENANCE STAFFING

All maintenance staffing (preventative maintenance inspections and mechanical maintenance) shall be performed at the East County Division (ECD) or the South Bay Division (SBD).

The minimum required positions included within the staffing table (as provided by Contractor in Attachment 4A and 4B – Key Personnel/Summary of Positions) do not represent a final permanent staffing level. The Contractor is responsible for providing the necessary staff to

perform all tasking elements required in the maintenance program included in the Agreement. The Contractor shall increase staffing as a function of need to perform all tasks required of the maintenance program over the course of the project. Failure to maintain staffing levels that equal, or exceed the required levels or in the approved staffing plan will subject the Contractor to liquidated damages, as described herein.

Subcontracting of additional or specialized cleaning functions may be considered (daytime bus cleaning services for instance). However, all maintenance manager, mechanic, and service positions designated in the proposed staffing table must be employees of the Contractor. The Contractor's duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm or corporation. All subcontracts of maintenance functions must be approved by MTS in advance, and may not substitute for staffing levels shown in Contractor's proposed staffing plan (nor the agreed upon minimum staffing requirements).

Maintenance personnel assigned to work on MTS-owned buses shall have thorough knowledge of, and skills to perform, the following:

- Bus engines (both diesel and CNG), transmissions, and related mechanical parts. Additionally, Electric and Fuel Cell buses as required or deployed.
- Methods and procedures used in servicing heavy-duty mechanical equipment.
- Modern bus chassis and bodies.
- Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of heavy-duty vehicles and bus equipment.
- Specialized areas such as minor painting, upholstery, brake relining, air conditioning, wheelchair ramp or lift, electronic registering fareboxes, revenue systems, driver control units, electronic destination signs, and laptop computer diagnostic programming.
- CNG and safety methods, including engine maintenance techniques; fuel tank inspection; fueling procedures; methane gas leak detection; shop safety systems; and ventilation requirements. In the case electric buses are deployed, staff should be trained in high voltage procedures.
- Diagnose bus engine, transmission, CNG fuel systems, and other mechanical, electrical, and electronic parts and component system problems.
- Repair bus engines, transmissions, CNG fuel systems and other mechanical, electrical, and electronic parts and components when necessary.
- Diagnose and repair electronic components, such as the bus electronic control system, fareboxes, electronic destination signs, wheelchair lift/ramp mechanisms and air conditioning systems.

In addition to the above list of required knowledge and skills, maintenance personnel assigned to this contract must be able adapt and learn new skills required to maintain emerging fleet system technologies, as well as, advance vehicle propulsion systems. MTS is anticipating during the life of this contract that a large portion of the existing fleet will be converted away from CNG into Electric or possibly Hydrogen powered vehicles. With this understanding, the Contractor should anticipate new maintenance staff skill and certifications requirements.

Staffing levels shall be in accordance with the approved staffing plan. Training for maintenance personnel shall be provided, at a minimum, as defined in **Section B.10 Employee Training Programs, Requirements, and Regulations** (based on Proposer's proposal).

B.8.2. PREVENTIVE MAINTENANCE

The Contractor shall adopt and maintain a formalized preventative maintenance program for all vehicles in conformance with manufacturers' preventative maintenance schedules, state and federal law, industry standard practices, and detailed maintenance required by MTS. Preventative Maintenance Inspection (PMI) Checklists shall be based on PMI intervals required by MTS, as well as the minimum requirements for each interval (based on manufacturers recommended schedules). Any PMI procedures that go above and beyond these minimum requirements are entirely up to Contractor, but the minimum requirements must be met within ten percent of the miles for the specified interval.

NOTE: Contractor shall propose as part of its Technical Proposal, the details of each **Preventative Maintenance Inspection (PMI)**.

PMI intervals shall be at the following inspection mileages:

- Safety Inspection 3,000 miles
- PMI A 6,000 miles
- PMI B 24,000 miles
- PMI C 48,000 miles

Transmission Fluids on all CNG buses at the SBD and ECD shall be inspected every 12,000 miles and changed at intervals of no more than 72,000 miles. ZF transmissions shall use Ecofluid A Life Synthetic and Allison transmissions shall use synthetic TranSynd automatic transmission fluid, or an approved equal. East County Division (ECD) buses still running on diesel are shall be inspected and fluids change at an interval of no more than 12,000 miles. Fluids shall be standard Dexron III-type automatic transmission fluid or an MTS approved equal.

The Contractor's PMI schedule shall be based on relative miles (progressive), rather than scheduled or absolute miles. This means each PMI should be based off of the miles of the previous inspection (e.g. if the last Inspection was done at 6,250 miles, the next inspection is due at 12,250 miles). Each PMI should be done within ten (10) percent of the target miles between intervals (e.g. if the PMI schedule is set at every 6,000 miles, the PMI must be conducted no more or less than 600 miles before or after the scheduled miles or ten percent (10%). Time-based intervals (hourly, weekly, etc.) shall not be a determining factor for PMIs for the duration of the contract, unless it's in response to a specific OEM calendar based requirement, such as CNG tank, fire bottles and extinguishers inspections. However, if a vehicle has been out of service for more than 30 continuous days, the vehicle must be given, at a minimum, a "Safety" or a "Pit Inspection" in order to inspect CNG tanks, brakes, and other related items found in a Safety Inspection prior to re-entering revenue service. Any vehicle that has had major repairs, such as the repair of major body damage, or collision repairs, shall have an inspection conducted by MTS staff to ensure the vehicle has been returned to full compliance. Vehicles with less than 3,000 miles in a 30-day period shall get a Safety Inspection at no more than 30 calendar days.

Contractor must also meet, or exceed, the PMI requirements set forth by vehicle builders and all major component manufacturers (e.g. New Flyer, Gillig, Cummins, Allison, Thermo King, CARRIER, LIFT-U, RICON, GFI Genfare, Cubic, Luminator, Lincoln Composites, etc.). Major

components include, but are not limited to, engines, transmissions, A/C and heating, doors, radios, wheelchair lifts, fareboxes, destination signs, and CNG fuel tanks. Failure to follow both MTS and manufacturers' guidelines may result in liquidated damages and/or termination of the Agreement. MTS shall determine Contractor's compliance with the above requirements by reviewing detailed monthly PMI reports, and by utilizing MTS Quality Assurance (QA) maintenance staff and/or an independent maintenance consultant if desired. MTS selects buses randomly for these inspections but specific buses may be selected, at MTS's sole discretion, for inspection by MTS staff at any time. Any identified defect shall be corrected in 30-days, unless otherwise noted by MTS, and written confirmation of the defect correction will be provided. MTS may also re-inspect buses to ensure noted items from previous inspections have been addressed sufficiently. Inspections occur roughly four (4) times per year; however, MTS may increase the frequency if/when it deems necessary.

If Contractor wishes to revise some of these requirements during the course of the service agreement, because of new information or techniques that have been approved by the manufacturer, it may present a revised plan, with supporting documentation, to MTS for consideration. MTS decisions regarding revised PMI procedures shall be final.

In addition to these minimum PMI requirements, Contractor must also create and implement PMI functions for the following bus equipment:

1. Compressed Natural Gas (CNG) tanks, connectors, fittings, hoses, etc. – A CNG tank inspection program must be implemented at the start of the Agreement that will address all safety requirements of the bus and tank manufacturers, as well as any other requirements from CHP, Title 13, or other. CNG tanks must be inspected for damage and/or leaks at least every 24,000 miles (B-PMI inspection), at least yearly or more frequently, depending on manufacturer and other requirements.
2. CNG Fuel Systems – A specific CNG fuel system PMI section shall be developed to address some of the differences between CNG and diesel engines. This PMI schedule and its inspection points must conform at a minimum to the manufacturers' requirements and all safety related items must be addressed in the program.
3. CNG Gas Detection and Fire Suppression Systems – A detailed program shall be developed to address the PMI needs of these systems. This shall include at a minimum the calibration of gas detection units, testing of the fire suppression agent canisters, and inspections of the wiring, harness etc. There are currently systems supplied by Amerex but some current vehicles are equipped with Kidde United Technologies. Contractor must also conform to guidelines provided by these manufacturers or any future gas detection and/or fire suppression system vendor.
4. Driver Seats – A detailed PMI program must be developed for driver seats fleet wide. Each seat manufacturer's requirements must be met at a minimum and driver safety, comfort, and accessibility must also be a consideration. Prolonging the life of the seat should also be a major factor in creating the PMI schedule. This should include the mechanical systems, seat foam/cushions, seat covers, as well as cleaning and cosmetic issues. Most driver seats on buses being supplied are currently supplied by USSC or Recaro with air cushions and lumbar supports and automatic controls for adjustments.
5. Heavy-duty Bus Lifting Systems – Reference **Section B.13 (Operating Facilities and Facility Maintenance)** for specifics on maintenance and oversight of all bus lift equipment.

6. Wheelchair Lifts and Ramps – Buses have Lift-U, Mobil Tech, New Flyer, and Ricon lifts and/or ramps. PMI programs for these systems shall be developed to meet the manufacturers' requirements to address warranty, safety, reliability, and longevity.

B.8.2.1 MECHANICAL MAINTENANCE PROGRAM

Contractor, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, cleaning agents, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement required for the operation of all equipment pursuant to the Agreement, unless otherwise indicated. Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and equipment, radios, cameras, fareboxes, and all other MTS-provided equipment to be used to perform this Agreement, in strict conformity to all CHP regulations and Title 13 requirements.

MTS may inspect any vehicle at any time. Contractor shall allow MTS, or its designated agent, access to Contractor's facilities and records for the purpose of monitoring the Contractor's maintenance performance, as MTS deems necessary. MTS shall be permitted to view and copy any vehicle maintenance records, inspect vehicles, and request Contractor's personnel to drive vehicles and/or position vehicles to inspect the undercarriage as necessary (*for record retention requirements, please reference the Bus Maintenance Record Keeping section below*).

All parts, materials, tires, lubricants, fluids, oils and procedures used by Contractor on all MTS-owned coaches, vehicles, and equipment shall meet, or exceed, Original Equipment Manufacturer (OEM) specifications and requirements. All parts installed by Contractor on MTS-owned buses shall become property of MTS. Contractor is responsible for all parts related to the CNG fuel systems for the engines, and all components related to the CNG supply system onboard the bus.

Contractor must use a few specified, proven products at all times (listed below). If Contractor determines there to be an approved equal or alternative to these products, it must submit the request, in writing, along with all supporting documentation, to MTS for review. Should there be advancement in technology requiring new product needs not mentioned within this document or below, the Contractor must receive prior written approval from MTS before using the new product. MTS decisions regarding requests for alternative products shall be final. These products can be described as follows:

- CNG Engine Oil – Mobile Delvac 15W40
- Diesel Engine Oil (Cummins ISC and ISX) – Mobil Delvac 1300 Super 15W40
- Gasoline Engine Oil (8.1L GMC engines) – Mobil Special 5W30
- Automatic Transmission Fluid – Mobile Delvac Synthetic ATF
- Brake Blocks – Marathon KVT or Webb W43
- Brake Pads – Arvin Meritor Kit 2252H2BA-2
- Refrigerant – R134A
- AC Compressor Oil – Thermo King or Carrier Recommended
- Coolant – Fleet Guard 50/50 Premix ES Compleat OAT

- Diesel Fuel shall meet CARB requirements
- Hydraulic Fluid - Mobile ATF D/M

Contractor shall supply oil information that meets all manufacturers' requirements and must be approved by MTS.

At a minimum, the Maintenance Program must provide that:

All wheelchair lifts, ramps, and other accessibility-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that all accessibility features are fully operational whenever the vehicle is used in revenue service.

Revenue systems, radios, destination signs, public address systems, request-to-stop systems, and passenger doors shall be inspected, serviced and lubricated at intervals necessary to ensure that this equipment is fully operational as designed whenever the vehicle is used in revenue service.

At least every 6,000 miles, a laboratory engine oil analysis shall be performed on every MTS-provided bus. At least every 12,000 miles, a laboratory transmission oil analysis shall be performed on every MTS-provided bus. The analysis programs used by Contractor shall be subject to approval by MTS.

Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected at 3,000 miles (Safety Inspection) at a minimum.

All components of the bus bodies and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body damage and all bus equipment) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrence. In the event that the repairs cannot be made within three (3) weeks due to the severity of damage, and/or backorder of parts not typically in Contractor's inventory, Contractor shall work with MTS to establish a reasonable schedule for completion.

All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional (as designed) condition at all times.

The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus at all times.

Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during revenue service. Contractor shall maintain the A/C systems in an operable condition throughout the entire year.

Bicycle racks (front-mounted, two-position Byk-Rak or SportWorks) are provided on all buses provided for this service. Contractor shall maintain bicycle racks in good working order. Racks shall be inspected every 3,000 miles. Racks may need to be sanded, repainted or polished, or replaced (if not easily repaired). All replacement racks not provided by MTS shall be stainless steel and match exactly the type of rack that is being replaced. While there are currently no plans to increase bike capacity, three-position bike racks may be introduced to the fleet in the future. Should these new three-position bike racks be introduced, the Contractor may be required to replace current 2-Bike racks with 3-Bike racks. If the 3-Bike rack system is deployed through a system-wide

campaign, the Contractor can assume that any fleet wide conversion would be the responsibility of MTS.

Contractor, as manager of the fleet, shall establish and maintain a spare parts inventory based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle requirements are met. Vehicles may not be used to supply spare parts for other buses and no parts shall be removed from current vehicles to support other vehicles without prior written approval from MTS. If the Contractor is found cannibalizing parts, from one vehicle for another regardless of the situation, without prior written consent from MTS, the Contractor may be subject to LDs.

MTS may remove a vehicle from revenue service if MTS determines that maintenance on any vehicle is not in conformity with the Agreement.

Contractor, as an agent for MTS in the case of warranted equipment, will be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all parts and labor, which are covered under warranty. Contractor shall diligently follow the preventative maintenance program so any warranty coverage on MTS-owned or provided equipment is not lessened or invalidated.

Upon completion or termination of the Agreement for any reason, Contractor shall return vehicles and all other MTS-provided equipment to MTS with no out of service condition, deferred maintenance, or damage, less reasonable wear-and-tear, as determined by MTS.

Driver and passenger seats shall be maintained in proper operating condition at all times. Contractor shall maintain a preventative maintenance program for the maintenance of passenger and driver seats on all revenue and non-revenue vehicles. This shall conform to and be no less strict than the seat and/or vehicle manufacturers' recommended preventative maintenance program. It shall include, at a minimum, inspection, repair, and replacement for seat cushions, frames, armrests, and all electrical, mechanical, and pneumatic components. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced.

Contractor shall follow the specific Facility Maintenance Program (details in **Section B.13 Operating Facilities and Facility Maintenance**), that shall include at a minimum, monitoring and PMI programs for the following items (and other building system components not specifically noted): facility gas detection systems, exterior and interior lighting (and related control systems), air compressor systems, storage tanks, Storm Water Pollution Prevention Plans (SWPPP required) and systems, maintenance area overhead doors, air compressor, fire alarm/extinguisher system, fueling station procedures (diesel, CNG and Electric), emergency generators, HVAC systems and controls, and all mobile and fixed bus lifting systems.

Contractor is responsible for all towing services related to this Agreement.

Tire maintenance and replacement are the responsibility of the Contractor. Incumbent Contractors have a subcontract for tire supply. A new Contractor shall endeavor to work with incumbent Contractor to continue existing tire subcontract, or transition to a new tire subcontractor. Contractor will be responsible for arranging lease continuations on tires, purchase or replacing tires, if changing tire suppliers/contractors. This shall be included

in Contractor's **Transition Plan** as submitted to MTS after contract award. Any new buses delivered during the term of this Agreement will be delivered with new wheels and tires purchased by MTS as part of the bus procurement. Any replacements for these original tires will be the responsibility of the Contractor when the original tires require replacement at end of contract agreement; all buses shall be provided back to MTS with tires that are safe for revenue service and per legal, state and federal requirements. The Contractor must also provide tires for end of life retirements of all buses.

Steam cleaning of undercarriages and engine compartments of buses shall be carried out with Contractor equipment on a regular basis. It is expected that the engine compartment be steam cleaned or pressure washed (at high temperature) prior to every at 3,000 miles, and the undercarriage of the bus shall be done at least every 24,000 miles.

Maintenance and service of bus and facility camera systems and supporting hardware, programs, software, and other backend equipment.

When new buses are acquired by MTS, Contractor is responsible for: initial post-delivery inspections, vehicle acceptance documentation, coordination with vehicle manufacturer for punch-list defect repairs, coordination of warranty claims, and attending training on all new equipment. The Contractor will also be responsible for transferring farebox equipment, radio equipment and any other hardware/equipment deemed necessary by MTS when retiring or relocating fleet.

When MTS retires buses, Contractor shall be required to: coordinate removal of requested decals, switch out tires as desired, remove insurance documents and registration, as well as, transfer revenue equipment, radio equipment and any other hardware/equipment deemed necessary by MTS.

B.8.3. FLEET MAINTENANCE PRACTICES

The maintenance Quality Assurance and Training Managers shall verify the quality of the work performed, and add his/her signature to the PMI Inspection form. As part of the proposal, Contractor shall detail how they envision this process.

Tires shall always be matched (by manufacturer, size, and tread pattern) on each axle. Nearly all of the buses in this agreement will have Alcoa aluminum wheels. Contractor shall follow ALCOA-recommended guidelines for wheel maintenance and cleaning. Contractor shall follow manufacturer's guidelines for the maintenance and cleaning of any other types of wheels on all current and future buses. All wheels shall be cleaned once a week at a minimum and no wheels shall be placed into revenue service that are noticeably dark or discolored from dirt, grime, or buildup from recent tire/wheel changes.

Windows must be free and clear of scratches, cracks, vandalism, bubbles or anything that causes reduced transparency for passengers (excluding bus wraps or other design elements), and shall be replaced immediately upon discovery. No buses shall enter into revenue service with broken or cracked glass at any time. Scratched or etched glass or windows shall be replaced weekly, unless damage is significant offensive in nature, which shall require immediate replacement.

Bus Brake Replacement Requirements:

- Drums shall be turned with hubs attached.
- Brake blocks shall be matched to drums by size; i.e. 1X, 2X, etc.

- Both brakes on an axle shall be replaced at the same time.
- Premium brake blocks and brake pads shall be used.
- Wheel seals will be replaced with every brake job, and bearings will be checked.

Other Requirements:

- Cradle motor mounts shall be replaced in pairs
- Radiators shall be re-cored or replaced at the time of engine replacement.

B.8.4. BUS MAINTENANCE RECORD KEEPING

Contractor will maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the information outlined below.

All fleet documentation must be retained for the life of the bus/vehicle plus three (3) years in order to comply with Federal Transit Administration (FTA) and MTS record retention policies and requirements. Info may be stored electronically or in hard copy format.

- Year and Make
- Model
- Serial number/MTS fleet number
- MTS Property ID number and serial number of installed MTS-Owned equipment
- License number
- Vehicle Identification Number (VIN)
- Date received
- Date placed in service
- Annual miles
- Contract miles
- Life miles
- Major Component Rebuild and Replacement including date and life-miles
- Vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Bus Condition" reports
- MDBF by bus and component
- Work Orders

- Total Gallons Used, total Therms Used, total KW Used, or other potential new energy source used to fuel or energize a fleet
- Calendar Year Total Miles required on December 31st each year
- Fiscal Year Total Annual Miles required on June 30th each year

Contractor is required to utilize a Ron Turley and Associates (RTA) maintenance management software system, or approved equal, at all bus yards in this agreement. The selected system shall be Contractor-owned, either local, web or cloud-based, and updates and upgrades being the responsibility of the Contractor. All MTS system data stored in this system must be available to MTS upon request at any time and shall be turned over to MTS in its entirety at the termination of this agreement.

Contractor will be responsible for annual user fees, upgrades, and licenses. All maintenance information will be entered into the system beginning **June 27, 2021** for all vehicles assigned to this agreement.

The "Preventive Maintenance Inspection (PMI)" Report will be kept for the life of the bus plus at least five (5) years for all vehicles. The Daily Bus Report will be kept for the period no less than 90 days and/or required by the California Highway Patrol (CHP).

Copies of the PMI report will be submitted to MTS on a monthly basis, if so requested by MTS. MTS shall coordinate with Contractor for submittal of selected summary reports from the computerized maintenance system. Any Daily Bus Report shall be submitted to MTS upon request. Contractor shall submit the entire vehicle file, or selected reports, from the maintenance software system to MTS upon request. The computerized maintenance software system must be backed up regularly.

At the minimum, Contractor shall submit monthly maintenance report summaries each month including consumables, fuel, oil and transmission fluids, maintenance PMIs done in the past month, and vehicle cleaning summaries (See **Section B.15 – Data Reporting and Requirements**).

Weekly Long-term Down bus reports shall be provided to MTS Project Managers by 8:00 a.m. every Monday morning and Daily Bus Status reports shall be provided to MTS Project Managers by 8:00 a.m. every day. Other reports shall be generated by Contractor at the request of MTS throughout the term of this agreement.

B.8.5. SAFETY

MTS will require that the Motor Carrier Unit of the CHP annually prepare and submit to MTS a Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343A). Contractor shall fully cooperate with, and allow access as requested to, any CHP officer, or agent, for the purposes of preparing the CHP 343. Contractor must attain satisfactory ratings in each category of the Safety Compliance Report. Contractor must expeditiously correct any deficiencies noted on any CHP vehicle or terminal inspection report. Contractor shall notify MTS immediately of any CHP or other regulatory inspection at the facility.

MTS requires that Contractor regularly inspect and maintain all safety equipment used or required in the fulfillment of this Agreement. Contractor is responsible for purchasing, at its own cost, replacement fire extinguishers, first aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure that spares are always available and that the operation maintains compliance with local, state, and federal safety regulations. Drivers' daily vehicle inspection

shall include a check of the fire extinguisher and triangle reflector kit. Used, missing, or broken items must be replaced as soon as practicable. All vehicle and facility fire extinguishers shall be inspected with each Safety and PM inspection and tagged no less frequently than annually. First aid kits shall be inspected and professionally serviced at least once per year.

MTS REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS

MTS recognizes that during the term of this Agreement, engines and/or transmissions of MTS-owned buses not under warranty may have to be rebuilt or replaced. If Contractor determines that an engine or transmission needs to be rebuilt or replaced, within 24 hours of determination the Contractor shall notify MTS, in writing, detailing the reasons for such a determination and include pertinent information from the vehicle file, the most recent engine or transmission oil sample analysis, and a preliminary vendor cost estimate. This information shall be submitted via an MTS-supplied "Major Engine/Transmission Work Request Form."

After inspection and review, MTS may direct Contractor in writing to proceed with the recommended work. MTS has various outside agreements for engine and transmission overhauls and may direct Contractor to utilize these vendors.

Contractor will only be permitted to pass-through to MTS the costs related to any engine or transmission work accomplished following the above-mentioned procedure. MTS will not be liable for any costs if Contractor does not follow this procedure. Contractor must submit a detailed invoice to MTS for all such work. Contractor is responsible for removing and replacing transmissions from vehicles and all related labor costs. In special circumstances, the Contractor, with prior MTS approval, may be eligible to perform engine and transmission overhauls directly.

Component replacements that are part of an in-frame or complete engine overhaul are typically included in the cost of the overhaul at the time of the overhaul. Covered items include turbochargers, camshafts, etc.; however, turbocharger failures that occur outside an engine overhaul are the responsibility of the Contractor.

If MTS determines that such work is necessary due to poor maintenance performance by Contractor, MTS will not be liable for any costs.

For CNG engines, MTS is responsible for some engine work that is not considered a full engine rebuild. The following work is considered reimbursable to the Contractor by MTS:

- Replacement and/or repairs of damaged or cracked engine cylinder heads;
- Valve work related to burned out valves;
- Balance shaft repairs on engines.

This work must be pre-approved and shall be evaluated by MTS prior to work being completed.

Contractor shall remain responsible for all cost, excluding engine and transmissions, related to repair or replacement of any engine-driven part including, but not limited to, generators, hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air-conditioning compressors, vacuum pumps, starter motors, and turbocharger. Contractor shall also remain responsible for all costs related to repair or replacement of transmission-related parts including, but not limited to, oil coolers, external oil lines, external filters, external linkage modulators, external speedometers/odometers, "driven" gears or sensors, neutral start switches, and temperature sensors.

B.8.6. FUELING OF VEHICLES

- CNG Fueling
- South Bay Division (SBD)

More than 250 buses can be fueled with CNG each night at the South Bay Division. MTS has an agreement with Trillium for compressor stations, and all responsibilities of the CNG Fueling station are the responsibilities of Trillium and MTS. All buses are fueled each night from roughly 5:00 p.m. until 3:00 a.m. seven days per week. At times, due to a slowdown in the fueling station or compressor shutdowns requiring a Trillium technician to respond, the fueling can continue until 4:00 a.m. or later. There is currently no mid-day fueling required.

MTS contracts directly with Trillium USA for O&M service for South Bay's CNG fueling stations. These services include all scheduled and unscheduled repairs, as well as, all maintenance, calibration, consumables, parts, and labor as required, to maintain the performance of the equipment. More details related to ongoing operation and maintenance can be found in [Section B.13 \(Operating Facilities and Facility Maintenance\)](#).

Contractor shall be responsible for dispensing CNG fuel from dispensers at service islands with appropriate service worker training, including: bus fueling ports, dispenser controls, and recording of fuel readings.

A contingency CNG fueling plan is in existence to fuel at the ECD facility, the MTS Bus IAD or KMD in the event of CNG compressor shut down for any extended period. Buses must be transported by Contractor to the alternate facility for fueling. If taken to an MTS Bus location, the bus will be fueled by the personnel of the respective facility. Additionally, in the event of failure at MTS Bus, buses from MTS Bus can be fueled at SBD CNG fueling station as necessary. Contractor must agree to participate in the contingency fueling plan and agree to transport buses to other locations, if necessary.

The SBD layout has two (2) service lanes on the east side of the facility with three (3) CNG dispensers, and two (2) lanes and two (2) dispensers on the west lanes.

Contractor shall have procedures established in the event of emergency for proper notification to Trillium, MTS officials, City of Chula Vista Fire Marshall and the adjacent Elementary School (if during daytime) in the event of an incident.

All natural gas purchased for the CNG fuel station facility at SBD shall be purchased by MTS and paid directly by MTS. Contractor shall not be involved in purchase or arrangements for CNG fuel.

- East County Division (ECD)

Up to 120 buses can be fueled with CNG each night at the ECD. MTS has an agreement with Trillium for compressor stations, and all responsibilities of the CNG Fueling station are the responsibilities of Trillium and MTS. All buses are fueled each night from roughly 5:00 p.m. until 1:00 a.m. five (5) days per week. Saturday and Sunday fueling windows will be created as needed. At times, due to a slowdown in the fueling station or compressor shutdowns requiring a Trillium technician to respond, the fueling may continue until later in the morning. There is currently no mid-day fueling required.

MTS contracts directly with Trillium USA for O&M service for ECD's CNG fueling stations. These services include all scheduled and unscheduled repairs, as well as, all maintenance, calibration, consumables, parts, and labor as required, to maintain the performance of the

equipment. More details related to ongoing operation and maintenance can be found in [Section B.13 \(Operating Facilities and Facility Maintenance\)](#).

Contractor shall be responsible for dispensing CNG fuel from dispensers at service islands with appropriate service worker training, including: bus fueling ports, dispenser controls, and recording of fuel readings.

A contingency CNG fueling plan is in existence to fuel at the SBD, the MTS Bus Imperial Avenue Division or Kearny Mesa Division in the event of CNG compressor shut down for any extended period. Buses must be transported by Contractor to the alternate facility for fueling. If taken to an MTS Bus location, the bus will be fueled by the personnel of the respective facility. Additionally, in the event of failure at MTS Bus, buses from MTS Bus can be fueled at ECD CNG fueling station as necessary. Contractor must agree to participate in the contingency fueling plan and agree to transport buses to other locations, if necessary.

The ECD layout has two (2) service lanes and two (2) CNG dispensers.

Contractor shall have procedures established in the event of emergency for proper notification to Trillium, MTS officials, and the City of El Cajon Fire Marshall in the event of an incident.

All natural gas purchased for the CNG fuel station facility at the ECD shall be purchased by MTS and paid directly by MTS. Contractor shall not be involved in purchase or arrangements for CNG fuel.

- Diesel Fueling
- South Bay Division (SBD)

While there are currently no diesel fueled vehicles located at this facility, and there are no plans to add any, it is possible that diesel fueled vehicles may be introduced at some time in the future. In the case this fuel type is reintroduced to this facility, the Contractor may be required to service and maintain the diesel fuel delivery system including pumps, controls, and dispensing units. More information related to Diesel-related facilities can be found in [Section B.13 \(Operating Facilities and Facility Maintenance\)](#).

- East County Division (ECD)

The ECD is the only remaining MTS Division currently operating and maintaining diesel fueled vehicles. ECD currently has a 6,000 gallon, above ground diesel tank on site. During the life of this contract, MTS is planning to phase out all diesel buses and remove this tank, but currently does not have a set date. Until this time, the Contractor could reasonably expect the following:

- MTS shall specify the type and grade of diesel fuel to be used in vehicles under this agreement. MTS will directly purchase all fuel through MTS's Procurement Department Fuel Bid that is done on a weekly basis. California Air Resources Board (CARB) Clean Diesel Ultra Low Sulfur Fuel will be used. Regular sampling and analysis of diesel fuel shall be conducted by Contractor not less often than monthly. These reports should be kept on hand and readily available upon MTS's request.
- There is currently one (1) diesel fuel dispenser at ECD. Diesel buses shall be filled in accordance with all service delivery requirements outlined in this agreement. The Contractor shall determine the necessary frequency and time of day these vehicles will be filled and shall notify MTS.

▪ Electric Vehicle Charging

As described in more detail in **Section B.13 (Operating Facilities and Facility Maintenance)** two (2) electric charging stations will be installed at both the SBD and ECD as part of MTS's electric bus pilot program. MTS and ChargePoint will be fully responsible for all operations, maintenance and capital improvements of Electric Charging Stations being installed as part of this pilot program or future programs. Training will be provided to the Contractor by MTS and ChargePoint. Training shall include both standard operating procedures for charging buses as well as high voltage safety training. The Contractor is responsible for safety training for all service and operating personnel related to the charging and handling of Electric buses.

▪ Zero Emission Buses (ZEB) and Advancement in Fleet Technology

Mandated through The California Air Resource Board's (CARB) Innovative Clean Transit (ITC) rule, all California transit agencies MTS will be required to purchase mandated Zero Emission Buses (ZEB). This requirement is currently scheduled to begin in 2023, with the goal to transition all California bus fleets to 100% zero (0) emissions by 2040. ZEBs are currently classified as Battery Electric Buses (BEB) and Fuel Cell Electric Buses (FCEB).

The current replacement schedule for ZEB buses are based on the percentage of vehicles programmed for replacement as part of the agency's capital fleet replacement plan. Below is a summary of the ITC target replacement percentages:

- 2023 = 25%
- 2024 = 25%
- 2025 = 25%
- 2026 = 50%
- 2027 = 50%
- 2028 = 50 %
- 2029 and after = 100%

ZEBs have technology (propulsion systems and energy storage systems) that have different characteristics and requirements than MTS's existing conventional CNG fleet. As such, the Contractor shall expect to a considerable transition away from CNG requiring maintenance staff to adapt to and be able to maintain ZEB buses. Some of the changes the Contractor should anticipate, but not be limited are listed here:

Zero Emission Bus (ZEB) Characteristics:

- Range – ZEBs, especially BEBs, do not have the same range capability than MTS's existing conventional fleet (CNG).
- Drivability – ZEB handling is supplemented with a driver assist electric power steering unit that doesn't exist on most of MTS's conventional buses. BEBs accelerate at a higher rate than conventional buses, and BEBs are up to 10db quieter than conventional buses when running in urban environments
- Fueling (BEBs) – BEBs, depending on the electric charger's rate of charge (kilowatt output per hour (kWh) it takes much longer to fuel a BEB than a conventional bus.

Example: if a charger's rate of charge is 60 kWh and a bus needs 300 kW ($300/60 = 5$ hours). A CNG takes 7-10min depending on the amount of fuel needed.

- Major Components – ZEB's major components are all electric including, propulsion system, energy storage system, air compressor, doors, power steering, HVAC, & heater).

Zero Emission Bus (ZEB) Requirements:

- High Voltage System – ZEBs have a high voltage system that will require high voltage safety training for Operations, Maintenance, and First Responders.
- Maintenance – the largest change with ZEBs is they don't have a combustion engine and transmission. ZEBs instead include an energy storage system (batteries, battery management system, inverters, battery disconnect unit, and a cooling system), and a propulsion system (drive traction motor), which require a different maintenance program than conventional buses. FCEB have fuel cell and hydrogen systems on-board that help extend energy life in the battery system.
- Charging Infrastructure/Hydrogen Station – BEB's battery system requires an energy source that includes either: Stand-alone dispenser, overhead pantograph, or an inductive (wireless) charging system to energize the batteries. Fuel cell buses require a hydrogen source which can be transported to on-site storage tanks, or generated on-site by either a reformer station with natural gas (methane) or Electrolysis station (water and electricity)
- Training – both operations and maintenance will require training for ZEBs, especially for battery electric. Operations will focus on regenerative braking and the handling of the bus. Maintenance will train on the new technologies, especially propulsion and energy storage systems as well as the electric charging units.
- Telematics Systems – both ZEB type buses and chargers will have a software system that monitors each systems components and behavior that will provide reports and real-time assessment. Training will be provided for these programs.

Zero Emission Bus Implementation Program:

During the ZEB implementation program, the Contractor will be required to assist and adapt to the changing demands of these buses. Some new requirement may emerge and with them, will require the Contractor to develop necessary procedures that address the changing needs of this new fleet type.

B.8.7. REVENUE VEHICLE ACCEPTANCE PROCEDURE

The Contractor will be responsible for final acceptance of all new MTS purchase revenue buses. This process will include but is not limited to the following steps:

- Initial vehicle acceptance;
- Vehicle VIN verification and registration;

- Vehicle commissioning including:
 - o Transfer of radio equipment;
 - o Transfer of revenue equipment;
 - o Transfer of all other equipment not already provided on the bus but required for revenue service.

B.8.8. VEHICLE RETIREMENT

The Contractor shall be required to prepare revenue vehicles for end of life or retiring procedures. This may include, but not be limited to:

- Removal of all radio equipment (e.g. RTMS, RCS);
- Removal of automatic passenger counters (APC);
- Removal of Revenue Equipment;
- Removal of MTS identifiable decals (paid by MTS - Pass Through Expense);
- Removal of other equipment as deemed necessary by MTS or to remain in compliance with local, state and federal laws.

B.9 BUS CLEANING AND VEHICLE APPEARANCE PROGRAM

Contractor is responsible for completing the cleaning schedule outlined in this section. All costs for supplies and labor for cleaning and fumigation of vehicles are the responsibility of Contractor. Bus cleaning and maintenance of the appearance shall be scheduled as follows:

B.9.1. GRAFFITI REMOVAL

Remove any and all graffiti from the bus interior and exterior as soon as possible and at least daily. MTS requires a “zero tolerance” graffiti and vandalism policy. All removable graffiti and vandalism (including, but not limited to, damaged and/or vandalized windows, seat inserts, and seat covers) shall be repaired every night, or mid-day, prior to the buses next deployment or MTS may assess liquidated damages. Minor scratches or etching on window liners shall be replaced on a weekly basis unless offensive in nature, which shall require daily replacement. Repairs and/or part replacement for all other graffiti and vandalism damage (i.e. etching of painted body or walls) must be completed as soon as possible.

All graffiti that is suspected to be a mark of a person, territory, gang, or is frequently repeated, shall be documented (via photo and minor data entry) and logged into a regional graffiti tracking system as soon as it is identified. This will be done using Contractor-supplied and maintained mobile devices (with cameras). Once the graffiti is documented and sent to the database, the graffiti shall be completely removed and Contractor does not have to document it further.

B.9.2. NIGHTLY CLEANING

Interior vehicle cleaning will be done every evening when buses return from all of their scheduled service. Interior vehicle cleaning will, at a minimum, consist of the following:

1. Clean inside of all windows and window tracks.
2. Clean wheelchair tie-down hard points, straps, and hardware.
3. Dust seats, dash, top, and sides of wheel wells, etc.
4. Sweep and wet-mop all floor and step (front and rear step well) areas, including removal of all gum.
5. Empty trashcans.
6. Restock timetables, comment cards, and Take Ones/information bulletins.
7. Clean all mirrors.
8. Clean all vertical and horizontal stanchions.
9. Vacuum all carpeted areas and areas that cannot otherwise be mopped or dusted.
10. Removal of all graffiti, except that etched into walls or exterior paint.
11. Wipe down bicycle racks.
12. Clean driver compartment, including: floor, dash board, instrument panel, and driver seat.

B.9.3. DAYTIME CLEANING

Contractor shall propose a plan to clean buses in the yard that have returned from a morning shift and are scheduled to go back in service later the same day. This plan shall include methods to ensure buses do not go into revenue service on a second shift without a cleaning similar to the above nightly specifications. The Contractor has the option to subcontract this work out to an outside vendor.

B.9.4. THREE TIMES WEEKLY

The full exterior of the vehicle (including top) will be washed, and road film, fuel splashes, etc., removed at least three (3) times per week. Exterior windows shall be cleaned (washed and wiped). Vehicle wheels and hubs shall be cleaned and brought to an “as new” condition (this may require special treatment).

B.9.5. BIWEEKLY

Each vehicle shall receive a “deep cleaning” at least once every 14 days, which shall include, at a minimum:

A. Interior:

1. Wash and clean the vehicle ceilings, side walls, stanchions, handrails, windows, and passenger seats;
2. Detail cleaning of driver area, driver seat, and all seat belts (including wheelchair tie-down straps), and removal of any graffiti and gum from the walls, seats, and flooring;
3. Wash and clean wheelchair ramp/lift, passenger door/mechanism areas, front and rear step wells, and doorways; and,
4. Detail attention to rear interior section (seats, windows, flooring, bulkhead grill, etc.).

B. Exterior:

1. Wash bicycle racks to clean accumulated dirt and grease.
2. Removal of any etched graffiti not possible to be removed on a daily basis.

C. Quarterly:

Each vehicle shall be fumigated at least quarterly to eliminate vermin and insects.

D. Every Six Months:

Each vehicle exterior (all four sides) shall be waxed and polished every six months. Roof of vehicle shall be waxed and polished once per year.

E. Non-Revenue Vehicles:

In addition to bus cleaning and maintenance, all non-revenue vehicles (supervisor vehicles, relief vehicles, and service trucks) shall be maintained in excellent working condition and kept clean and free of body damage at all times. All supervisor vehicles and relief vehicles are required to be washed biweekly. Supervisor vehicles will also require the interior to be cleaned weekly, as they often need to transport passengers. MTS may request a vehicle be removed from service and replaced if this requirement is

not met at any time during the fulfillment of this agreement. Contractor is responsible for preventative maintenance, repair, and replacement of major components for all non-revenue vehicles, including engine and transmission re-builds where necessary. At no time shall Contractor operate Contractor-owned non-revenue vehicles that are older than five (5) years old; measured from original registration date of each vehicle.

MTS-provided service trucks are generally provided new and may accumulate up to 150,000 life miles. MTS acknowledges that service trucks are intended to be replaced at 125,000 life miles but circumstances may result in service truck vehicles operating with greater than five (5) years and greater than 125,000 life miles. These service trucks are California Air Resources Board (CARB) certified and are typically gasoline-powered.

B.10 EMPLOYEE TRAINING PROGRAMS, REQUIREMENTS, AND REGULATIONS

Contractor shall provide for basic and continuing training of its administrative staff and workforce. The Contractor's training plans and schedule shall be innovative, complete, and meet all state and federal requirements. The program should include: a Master plan or schedule for all classes, individual class description sheets, and all handout materials (including applicable notes on operating procedures, etc.). Training shall emphasize facility safety, equipment operation and safety, driving conduct, fare structure and media, operating procedures, radio procedures, public and customer relations, and service area familiarization. A safety and security program shall be implemented and used by Contractor and all personnel.

MTS has the right to review Contractor's training plans at any time prior to, and during, performance. MTS will exercise this right frequently and expects full cooperation from Contractor.

B.10.1. ALL EMPLOYEES

A meeting of all affected personnel shall be held prior to start-up, or during major service changes when so directed by MTS. No more than four (4) such meetings will be held in any one-year period. MTS may attend and present information at these meetings at its exclusive discretion.

Contractor shall develop implement and maintain a formal plan that meets the approval of MTS for the instruction, training, retraining and continued improvement of its personnel regarding knowledge and competence in operations, accident reports, safety, policies and procedures, the fare structure, passes, and customer relations. The plan and program will be submitted to MTS for review and approval. All training shall be documented and available to MTS for the purpose of routine or random audit focused on Contractor's compliance.

Contractor shall provide MTS with a detailed **training program** for serving disabled passengers and complying with the American with Disabilities Act (ADA). This program shall include a basic course outline, training time allowed for each topic, and details of specific areas discussed. Upon written request, MTS may approve reduced training hours for qualified personnel and situations where it can be proven that qualified personnel do not require the full complement of hours.

Contractor shall train staff using classrooms and MTS-owned revenue vehicles for simulation. The Contractor may determine which MTS-owned revenue vehicle will be used for training. MTS has the right to reject the Contractor's revenue vehicle selection for this need. Meeting scheduled revenue service shall have priority over training needs. All training shall meet State of California Department of Highway Patrol standards and MTS requirements.

The importance of Customer Service shall be woven into every aspect of training (new driver, refreshers, BTW, in-service, and evaluations), retraining, coaching and counseling. Contractor shall provide a detailed **Customer Service Training Plan** as part of its proposal. This plan should include innovative ideas and methods to keep this topic fresh and top-of-mind with staff who deals directly with the public routinely. Customer service will be continually monitored by MTS and will be treated as a top priority through continue monitoring by MTS management staff.

All service incidents including accidents or any such event shall remain confidential unless otherwise authorized by MTS. Contract employees may only speak to law enforcement, contractor management or supervisory personnel regarding any such incident or accident.

Contractor staff shall refrain from distributing, or aiding in the distribution of, any fare media in a manner inconsistent with MTS or SANDAG fare policies. Any staff involved in theft or fraud of any fare media or revenue shall result in immediate termination of employment under the Agreement.

All staff must be able to read, write and speak English sufficiently to effectively communicate with the general public (provide information, answer questions, and give directions request), understand highway traffic signs and signals, understand street signs and maps, understand routes and schedules, communicate clearly with dispatch, and complete incident, accident, and any other required operational reports.

Contractor shall not knowingly employ or contract for work under the Service, any person who is not lawfully authorized to work in the United States. Contractor shall participate either in E-Verify or a similar program that verifies the eligibility of all applicants who will perform work under the Contract. The Contractor is obligated to follow all state and federal employment laws.

- A. Background Checks – MTS requires Contractor to conduct a criminal history check on all personnel. No employee shall be hired whose criminal background check reveals any conviction for incidents that endangered public health, safety and/or welfare in the last 10 years.

MTS reserves the right to request that specific employees be removed from the contract and/or replaced for reasonable cause at any time.

- B. Drug/Alcohol Screening - Contractor shall comply with 49 CFR 653 and 654. All candidates for safety-sensitive positions must be required to undergo a drug/alcohol screening at a facility approved by MTS prior to employment.

Drug and Alcohol Testing shall include pre-employment, reasonable suspicion, return to duty, post-accident, DMV Medical Certificate renewal times, and random testing. Contractor must submit to MTS a **Drug and Alcohol Plan** that meets the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA) guidelines and requirements by **March 1, 2021**. Contractor is responsible for submittals to FTA/DOT each year on the date identified by MTS management of the following year.

Smoking, or the use of any tobacco products (including chewing tobacco and electronic or vapor-less cigarettes) is prohibited in all MTS vehicles, revenue or non-revenue, as well as at all transit facilities, and within 25 feet of any transit facility, bus, or bus stop, at all times. Drivers shall do their best inform passengers of this Ordinance with passengers as well, by informing them of the MTS' policy. Operators should contact Radio, to have MTS Security dispatched, if they are not able to attain full compliance.

No prospective or present employee of Contractor who tests positive on the drug/alcohol screening shall be assigned to operate a vehicle or perform a safety-related duty in the Service and may be terminated immediately. MTS has a zero-tolerance drug and alcohol policy. The Contractor's drug and alcohol policy must be consistent with all state and federal requirements.

MTS may, from time-to-time, provide Contractor with training information, service guidelines, bulletins/memos and/or other materials that Contractor shall reproduce post and/or distribute to all operations personnel.

All Contract employees must observe the MTS Social Media Policy, including but not limited to: Include a visible disclaimer that employee's views are their own and not those

of the Agency or its affiliates. Make it clear that employee is speaking for themselves and not on behalf of MTS. Remember that, if Social Media activity impacts or relates to Agency business, all other Agency policies apply. This includes policies regarding ethics and integrity, harassment, non-discrimination, retaliation, confidentiality and nondisclosure, privacy and all other policies regarding appropriate work-related behavior.

- C. CNG Training – All positions listed below must complete training in Compressed Natural Gas (CNG) fuel safety procedures and CNG equipment familiarization. The Contractor must provide MTS a plan that ensures the following staff have a sufficient understanding of CNG relative to the position they fill:

1. Maintenance Staff (mechanics, service workers, fuelers, facility technicians, and maintenance management staff).
2. Operations and Management Staff (Dispatch, road supervisors, and operations managers).
3. Administration Staff (clerks and janitors).
4. Drivers (Driver hour requirements are shown on the chart to be included herein (see Attachment 3A – Driver Training Proposed Form).

The CNG safety and equipment familiarization training shall be specifically tailored to each of the above groups, depending on their level of involvement, but shall generally include:

- General CNG familiarization and safe handling procedures and familiarization with MTS CNG safety procedures;
- Vehicle fuel, alarm, and gas detection systems;
- Building/facility alarm and gas/detection systems;
- Compressor station general familiarization and safety;
- Fuel island/fueling safety.

- D. Alternative/Electric Fueled Vehicles Training -The Contractor will be responsible for safety training for all service and operating personnel related to charging and handling of electric buses. Because this technology is evolving and new to MTS and San Diego, the Contractor shall expect that safety and training standards will evolve during the life of this contract. Therefore, the Contractor shall anticipate adding and adjusting training practices and programs in accordance with any and all changes related to maintaining a safe work environment and workforce, while complying with local, state and federal laws related to electric buses and operation. The Contractor shall also anticipate the introduction of other types of alternative fueled buses and vehicles. With the introduction of these vehicles, the Contractor may be required to provide MTS an updated safety and training plan that addresses any new requirements as they relate to the new bus type.

B.10.2.BUS DRIVERS

The Contractor shall recruit and train a sufficient number of drivers to provide the all scheduled service at all times and shall maintain a sufficient number of alternate drivers to meet all contingencies without disruption. Contractor shall provide a detailed **Recruitment and Retention Plan** that provides innovative ideas to hire and retain qualified vehicle operators and minimize driver turnover. This plan shall include a driver incentive program that rewards top

performers in various categories such as safety, customer service, and attendance. The Contractor shall fill out **Attachment 3A (pages 1 through 4)** in correspondence to driver training requirements outline in the section below.

A. Minimum Bus Driver Qualifications

License – A valid California Department of Motor Vehicles (DMV) Commercial Driver's License (CDL) (Class B) with an active Passenger Endorsement Certificate and valid DMV Medical Certificate is required. All licenses and certifications shall allow drivers to operate the transit coaches operated in this agreement and no employee shall operate a transit coach on or off the MTS yard without them.

Medical Examination – Contractor shall provide for drivers' medical examinations, using a medical facility approved by MTS. Contractor shall not permit any driver who has not successfully passed such examinations to operate a vehicle in the Service. Medical examinations must be sufficient to meet the requirements for a Driver's Class B Certificate issued by the California DMV.

Drug/Alcohol Screening – Contractor shall comply with 49 CFR 653 and 654. All candidates for safety-sensitive positions must be required to undergo a drug/alcohol screening at a facility approved by MTS prior to employment.

Drug and Alcohol Testing shall include pre-employment, reasonable suspicion, return to duty, post-accident, DMV Medical Certificate renewal times, and random testing. Contractor must submit to MTS a drug and alcohol plan that meets the U.S. Department of Transportation Federal Transit Administration guidelines and requirements by **March 1, 2021**. Contractor is responsible for submittals to FTA/DOT each year on the date identified by MTS management of the following year.

No prospective or present employee of the Contractor who tests positive on the drug/alcohol screening shall be assigned to operate a vehicle or perform a safety-related duty for this contract. The employee may be terminated immediately.

Background Checks – MTS requires Contractor to conduct a criminal history check on all personnel. No employee shall be hired whose criminal background check reveals any conviction for incidents that endangered public health, safety and/or welfare in the last 10 years.

B. Driver Training

Contractor shall develop, implement, and maintain a formal training, retraining, and continuous improvement program or Verification of Transit Training (VTT) for all bus operators. The training plan and program will be submitted to MTS for review and approval by **April 1, 2021**. All training shall be documented and MTS may audit the Contractor's compliance with its training plan, programs, and documentation at any time.

All Contractors must comply with the driver training requirements specified herein. Contractor shall submit a form (shell provided in the proposal) showing the number of proposed training hours for four service types:

- ***Fixed routes (East County and South Bay);***
- ***Rural Services;***
- ***Commuter Express Service;***
- ***Bus Rapid Transit (BRT).***

The proposed training program will be reviewed by MTS in advance of contract award and a determination made as to the completeness and thoroughness to achieve proficiency in driver training. It is expected that the training program meets all federal, state, and local laws.

All training must be conducted by qualified driver trainers, as defined in the notes on the chart included in this **Section B.10 (Employee Training Programs, Recruitments, and Regulations)**. Drivers shall conduct themselves with the highest regard for passengers' safety and comfort, including following the practices set forth in the LLLC Defensive Driving Course (or equal).

Operators employed by the Contractor and engaged in the provision of MTS Service shall be at least 21 years of age, possess a valid State of California Commercial Class B License (with endorsement), possess a current DMV physical card, be legally authorized to work in the State of California and the United States, and have no disqualifying criminal offenses, including Driving Under the Influence (DUI), Driving While Intoxicated (DWI), Reckless Driving, or convictions for any other egregious violations.

Contractor shall supply MTS with a list of drivers who have completed the specified driver training program upon request by MTS management. This list shall be updated at least monthly or as additional drivers are trained. Additionally, and at the request of MTS Management, the Contractor may be required to provide MTS a copy of each hired driver's employment application and background check. MTS may periodically or randomly review driver applications to ensure each driver meets the minimum bus driver qualifications specified herein. The Contractor shall document all classroom and driving training hours for each trainee, including: accident retraining, VTT attendance, dates of instruction, start time, end time, trainee name and signature, and instructor name and signature. This training log shall be kept as part of the employee's personnel records and must be available to MTS, DMV, CHP, or other requesting agency to ascertain compliance with the administrative requirements of the Agreement, as well as, to validate compliance with the requirements of federal, state and local laws.

Classroom Training (minimum 48 hours) – Classroom instruction should be a complete bus driver's course. Contractor may use a TAPCO or equal training program or its own system. Contractor shall propose a training program that should cover, at a minimum, all of the following:

- A defensive driving course, or equivalent;
- Accident prevention;
- Passenger loading and unloading;
- Pertinent operating procedures for MTS's services, including but not limited to, schedules, routes, fares, fare media, fare technology, detours and RTMS System training;
- Passenger handling, including; customer service, de-escalation techniques and empathy training to help new operators gain insight into the special needs and specific obstacles elderly and disabled individuals may encounter while using public transportation;

- Requirements of the Americans with Disabilities Act, including internal and external stop announcements, service animal policies and senior disabled priority seating;
- State rules and regulations, including the California Vehicle Code;
- Familiarization with the vehicles used in the Service and their components, including those related to the alternative fueled vehicles, CNG systems and varying fleet size. Drivers will be required to sign a statement stating that they have been trained and are proficient in operating every type of bus in the contracted fleet;
- Company rules and regulations;
- MTS guidelines and policies related to transit services, including CNG safety procedures;
- Emergency procedures, including accident report writing and evacuation training;
- Radio, and revenue systems procedures;
- Familiarization with all services operated by MTS and other transit services in the service area. Each new driver shall be provided with an updated left/right turn book, or electronic equivalent, which details all of the bus routes operated by the Contractor, at the Contractor's expense. Additionally, Contractor shall ensure that all drivers are specifically trained on every route in the system operated by the Contractor. All drivers will need to sign a statement indicating that they have been specifically trained on every route in the system. If drivers are only operating out of one of the two yards, training on all routes operated only out of that yard will be sufficient.

Each bus driver shall be required to receive annual IDAP training (blood-borne pathogens, bird flu, coughs, sneezes, etc.) as required by the Occupational Safety and Health Administration (OSHA).

Behind-The-Wheel Training (minimum 72 hours) – Behind-the-Wheel (BTW) Training should be a complete bus driver's course and include, at least, all of the following elements:

1. Basic driving skills;
2. Driving instruction on MTS's routes covered by this Agreement;
3. Operation of wheelchair lift or ramp, wheelchair tie downs, and providing courteous treatment while boarding and alighting individuals in mobility devices under various conditions;
4. Regular Transportation Safety Institute (TSI) safety training.

Trainees may only be granted BTW training credit for time that trainees were actually driving and were in complete control of the vehicle. Contractor shall document and track the BTW training for all drivers and keep detailed records of all training received for each driver. All driver training files shall be subject to audit by MTS, state agencies, or federal agencies.

In-Service (Revenue) Training (minimum 56 hours) – In-Service Training should include “real world” training of a driver in service with a ride along trainer (see requirements below) on all of the routes so that each driver will have the ability to operate each route in each service area.

Continuing Training – Drivers shall receive at least one (1) hour of safety training each month. Up to eight (8) hours of this safety training (if Classroom) may count towards their eight (8) hours of required annual State of California Verification of Transit Training (VTT) Certificate classroom instruction. Annual training must be at least eight (8) hours long and conform to CA Vehicle Code Section 128047.6 and CA Education Code 40085.5 (CDL). Contractor shall conduct one-hour refresher training in the proper use of wheelchair lift/ramp/tie-down equipment at least once every six months. This may be used towards the requirement for one-hour of training per month.

Evaluations – New drivers shall receive an on-board in-service evaluation check within 30 days, 60 days and again within 90 days of completion of training (certified as a driver), by a driver trainer. The evaluation checks shall be documented and kept in driver’s file. At least once every six months, Contractor’s Driver Trainer or Road Supervisors will conduct an on-board in-service evaluation check ride with each driver. Contractor shall also be required to conduct such an in-service evaluation of any driver at any time at MTS’s request.

Ride Checks - MTS will make unannounced ride checks. While performing such checks MTS employees or other designated individuals will hold unscheduled evaluations on driver performance, vehicle condition, and on time performance. Spot checks may also be used for checking conformance to Agreement requirements and collecting other necessary data.

C. Drivers’ Rules and Regulations

1. Employees will yield even though they may have the right-of-way.
2. Vehicles shall be operated in a safe manner and maintain appropriate speed.
3. Drivers are prohibited from distributing, using, possessing, purchasing, selling, or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on agency premises, in vehicles, or reporting to work under such conditions. Purchasing or consuming alcohol or drugs while wearing an MTS uniform is also prohibited.
4. Drivers will make a reasonable attempt to collect fare, and inform passengers of MTS’s fare policy. If a passenger refuses to pay the fare, operator will report the incident to radio and continue on route.
5. Drivers will abide by all MTS policies, inform passenger of MTS’ policies and make a reasonable attempt to uphold said policies. If a passenger refuses to comply, operator will report the incident to Radio and proceed on route, if safe to do so.
6. All passenger stops will be made in a safe location and in a safe manner.
7. Operator’s employee shall be responsible for keeping assigned vehicles clean and sanitary during entire shifts.

8. Employees are responsible for reporting incidents, accidents, collisions and defects, to company vehicles, facilities, equipment and/or road hazards, real or perceived, to their supervisor or to radio immediately.
9. Employees are responsible for the timely completion of all required reports and forms.
10. Employees may use vehicles only in accordance with their assigned duties.
11. Employees must deploy or activate any wheelchair/kneeler/ramp, whenever requested to do so by a passenger at a bus stop.
12. Employees must conduct themselves in a courteous and professional manner at all times.
13. Proper destination signs must be displayed while in service. While not in service, a destination sign reading "Not in Service" shall be displayed.
14. Employees providing service must travel over prescribed routes and must maintain time schedules. If it becomes necessary to go off route (or this was done through driver error) the employee must notify dispatch immediately.
15. Drivers will leave terminals and timepoints at the times designated on schedules.
16. Drivers shall not play AM/FM radios, cassette players, televisions, compact disc players, tablet devices, laptops, or MP3 players in revenue vehicles at any time.
17. Drivers shall not use personal mobile telephones, earphones, blue tooth devices, smart watches or any other personal communication devices while driving at any time. The wearing of ear buds, head phones, or any other hands-free devices are also prohibited regardless if they are plugged in or being used. Mobile devices should be off of the driver's person, and safely stowed away while in revenue service. Contractor shall detail a **zero-tolerance policy regarding distracted driving** in its proposal and include how the policy will be strictly enforced throughout the life of this contract.
18. No containers of alcohol are allowed on any vehicle, revenue or non-revenue, operated in the performance of the Agreement.
19. Gratuities or gifts of any kind shall NOT be accepted.
20. Drivers shall have a good working knowledge of the San Diego Metropolitan Transit System and a general knowledge of adjacent system routes and connections.
21. Drivers shall fully comply with the Americans with Disabilities Act (ADA) and all MTS policies pertaining to ADA compliance, including making all required stop announcements, and allowing reasonable accommodations with prior authorization from Radio.
22. All disabled persons requiring the assistance of a service animal shall be allowed full access with their service animal to all services as any other passenger. Drivers shall not require passenger to present proof or identification for any service animal.

23. All disabled persons requiring the use of portable oxygen tank or other respiratory equipment shall be allowed full access with their oxygen tank and/or other equipment as any other passenger.
24. Drivers shall not have any fare media other than their own ID cards in their possession at any time.
25. Drivers shall not leave any bus unattended without ensuring the interlock key switch has been activated and the key removed. Drivers shall turn off buses at terminals where they will be idling for over 3 minutes, or otherwise required to do so.
26. Drivers must at all times have on their personal; MTS ID Badge, State of CA Class B Driver's license (or permit during training) Medical Card, VTT Card, and a timepiece/watch with a second (sweep) hand or a digital watch (Smart watches are not permitted).
27. Drivers must provide passenger their badge number and bus number in a courteous and professional manner, when requested
28. Operators must perform a pre and post trip vehicle inspection.
29. Drivers shall ensure that revenue buses are stock with the appropriate timetables.
30. Hygiene – Drivers must always present a clean, neat and professional appearance, and must practice good hygiene.
31. Drivers shall log onto the bus driver control unit (DCU) and regional transit management system (RTMS) accurately each time they board the bus and prepare to start up revenue service, and with the proper route number prior to every trip and when changing bus route.

MTS retains the right to request that specific driver(s) be replaced or removed for failure to follow the "Driver's Rules and Regulations" or other reasonable cause.

D. Uniforms

Clean, identical uniforms (*to be approved by MTS*) must be worn by all drivers at all times when on duty. Contractor shall provide and maintain uniforms as required below. Contractor shall enforce a dress and appearance code, also subject to approval by MTS. Drivers are not permitted to wear any additional garments, such as safety vests, beanies, scarves, etc. while on duty, without prior approval from MTS. All such garments must remain stowed and out of sight, while driver is on duty.

Drivers must be informed that wearing a uniform is prohibited when frequenting establishments where alcoholic beverages are consumed (pubs, bars, nightclubs, etc.), or anywhere the uniform would bring negative publicity to MTS.

At a minimum, uniform requirements shall include:

Shirts – Clean, identical, solid color, light blue shirts are required for all drivers. Shirts may be short- or long-sleeved button-up collared dress shirts and they must be neat, clean, unwrinkled, in good condition, and fit properly. All shirts must be tucked in at all times on company property, and only the top button may be left unbuttoned. Undershirts

(long or short sleeved) must be white. An MTS specified “MTS” patch (Contractor-provided) must be sewn onto the right upper sleeve of all uniform shirts.

Jackets – Clean, identical, dark blue or black, solid colored jackets may be used during cold or rainy weather.

Sweaters – Clean, dark blue, solid colored sweaters or vests may be worn during cold weather.

Nametags – No nametags will be required for this agreement.

Trousers – Clean, dark blue, solid color, full-length pants/trousers that completely cover the socks and a portion of the top of the shoe.

Shorts – Clean, dark blue, solid color, Bermuda-style shorts down to the knees are allowed only from May 1 through September 30 (the warmer months).

Belts – Dark black, solid color, leather belts with simple square loop buckle and clasp.

Shoes – Clean, dark black, solid color Oxford-style work shoes. Shoes must be polishable and cover the entire foot. Sandals, platform shoes, high heels, open-toed shoes, canvas shoes, open weave shoes, and athletic shoes are not acceptable. Conforming shoes must be worn at all times on or near the equipment, at any MTS facility, and anytime when on duty in the performance of the Agreement.

Socks – Drivers must wear clean, dark blue or black, solid, matching socks.

Hats – Drivers may wear a hat if they choose. Hats must be identical, solid blue or black color, quality cloth cap with brim on one side. Brim must be worn over forehead at all times (hat may not be worn backwards or sideways). Nylon or mesh/partial mesh caps are not permitted. Contractor-provided hats (if provided) must have a red or white “MTS” logo on the front.

Ties – Drivers are required to wear neckties (appropriately styled for male or female drivers) of a dark, solid blue color. Ties are optional from May 1 through September 30 (the warmer months) or whenever the temperature exceeds 90 degrees. Ties must be provided by Contractor to drivers and should be identical in color. Drivers shall maintain ties in a clean and professional condition.

ID Badge – Drivers are required to have their MTS issued ID badge on their person at all times. When entering MTS facilities or property, badge must be presented to Security staff, and must remain visible while on MTS property. When in revenue service employee ID badge does not need to be visible.

Timepiece/watch – Drivers must wear a watch with a second (sweep) hand or a digital watch, in order to know the time and to complete the pre-trip inspection. Note: Smart watches are not permitted, and watches cannot be substituted by clock on mobile devices.

E. Driver Training/Policy Manual

Contractor shall provide to each driver a comprehensive training and policy manual. A current copy of the manual and all updates shall be provided to MTS at the beginning of the Service. As needed, MTS will review and revise the manual to add any policy and procedural changes that affect the Service. The manual must be also updated by

Contractor no less frequently than once every two (2) years or immediately upon any changes to effective policy. The manual shall include all of the following items:

1. Principles of defensive driving and safe driving practices;
2. Operator Responsibilities;
3. Customer Service/Passenger relations;
4. Uniform policy;
5. Conflict Management and De-escalation techniques:
 - a. Handling non-compliant customers;
 - b. Denying Service.
6. Articles Allowed and Not Allowed on the bus;
7. Lost and Found items;
8. Emergency procedures;
9. All of the items listed in **Section B.10 (Employee Training Programs, Requirements and Regulations)**;
10. Fare media handling and policies;
11. Senior and Disabled Passengers;
12. Reasonable Accommodations;
13. ADA requirements;
 - a. Lift/Ramp use
 - b. Securement procedures
 - c. Priority seating
 - d. Service animals
 - e. Oxygen Tanks/Respiratory equipment
 - f. Sensitivity/empathy required for disabled passengers
 - g. Bus stop call-outs
14. Drug/Alcohol policy and testing procedures;
15. Reporting Procedures.

Drivers must also be provided with a Left/Right sheets or electronic version, which should detail the turn-by-turn directions for all of the routes operated by Contractor.

B.10.3. OPERATIONS SUPPORT AND TRAINING STAFF

Contractor shall recruit and train a sufficient number of Operations Support and Training Staff to provide the Services, adequately support and train drivers, and shall maintain a sufficient number of alternate and cross trained staff to meet all contingencies without disruption. Contractor shall provide a detailed **Recruitment and Retention Plan** that provides innovative

ideas to hire and retain qualified Support Staff and minimize employee turnover. This plan shall include an incentive program that rewards top performers in various categories such as safety, customer service, and attendance.

Contractor shall develop, implement, and maintain a formal training, retraining, and continuous improvement program for all Operations Support and Training Staff. Supporting drivers in daily operations and quality service delivery shall be woven into every aspect of Operations Support and Training Staff. The training plan and program will be submitted to MTS for review and approval. All training shall be documented and MTS may audit the Contractor's compliance with its training plan, programs, and documentation upon request at any time.

Contractor shall supply MTS with a list of Operations Support and Training Staff who have completed the specified training program upon request. This list shall be updated at least monthly or as additional staff is trained.

This plan should include innovative ideas and methods to keep this topic fresh and top-of-mind with staff who deals directly with the public routinely. Customer service will be continually monitored by MTS and will be treated as a Key Performance Indicator (KPI) throughout the life of the Agreement.

Road Supervisors, Trainers, Dispatchers and Radio operators are classified as "safety-sensitive" employees, and they are required to be enrolled in the same drug/alcohol screening programs outlined for drivers above.

Continuing Education and Training – Operations Support and Training Staff shall attend quarterly staff development meetings that should include, but are not limited to; review of Standard Operating Procedure (SOP), policies, SOP and policy updates, effective communication review sessions, team building, lessons learned, role play scenarios, and topics pertinent to their areas of responsibility.

Evaluations – New Operations Support and Training Staff shall receive an evaluation within 90 days of completion of training, by their Supervisor. At least once a year, Contractor will conduct an evaluation of each Operations Support and Training Staff. The evaluation shall be documented and kept on file.

A. Driver Trainers (Training Instructors and Behind the Wheel (BTW) Trainers)

These positions shall be specifically trained to train other trainers and drivers and should be dedicated to this function only. Driver trainers must have the experience and training beyond those of a senior driver. Contractor shall employ an Instructor development program and certification process equivalent to the USDOT Transportation Safety Institute course FT00429 "Instructors Course in Bus Operator Training". All driver trainers are required to be trained on the National Safety Council Defensive Driving Course requirements, and/or the Smith System training equivalent for all training managers and high-level trainers.

No more than four students should be assigned to any one driver trainer/instructor, unless otherwise authorized by MTS management. Examples of ideal driver trainer candidates may include a promoted driver, retired drivers and/or road supervisors with a proven course record.

Contractor may use part-time training program if it is considered to be more effective and efficient.

B. Division Window Dispatchers/Driver Customer Service Agents

Contractor's dispatchers shall be trained in all operational aspects of the system (both dispatch and driving). Dispatchers shall have satisfactorily completed the above driver training requirements. Dispatchers shall have completed one year of experience as a fixed-route bus driver, or other relevant work experience. In addition to driver requirements, Contractor's dispatchers shall be trained in the following:

1. Effective communication;
2. Coaching/counseling and supporting operators in day to day operations;
3. Route training and retraining;
4. Incident and accident reporting;
5. Radio Management, Operations/Incident Tracking, and Notification systems;
6. Lost and Found Processing, including weapons, narcotics, and other controlled substances.

C. Road Supervisors

Contractor's Road Supervisors shall have satisfactorily completed the above driver training requirements, have at least one year of driving experience and six months of Dispatcher experience or other relevant work experience. In addition to driver and dispatcher requirements, Contractor's Road Supervisors shall be trained in:

1. Monitoring Radio Communications and proactively responding to incidents;
2. Assess, counsel, evaluate and support operators in day to day operations;
3. Communicating effectively with operators and customers;
4. Responding to non-compliance of MTS policies and procedures;
5. Conflict resolution strategies and de-escalation techniques;
6. Detour, stop closure, temp stop, and traffic control management;
7. Special events management;
8. Accident and incident scene management and reporting;
9. Monitoring morning pull, and Transit centers to assist with On Time Performance;
10. Bus maintenance issues / Mechanical Failures;
11. Supervisor vehicle tools and materials;
12. Critical/Crisis Incidents.

D. IAD Radio Supervisors

The Contractor's Radio Supervisors shall have satisfactorily completed the above driver training requirements, have at least one year of driving experience and six months of Dispatcher experience or other relevant work experience. In addition to the above requirements, all Contractor Radio Supervisors shall be trained in:

1. RTMS software;
2. Monitoring Radio Communications and Radio Management system to address incidents, issues with on time performance, off routes, which may affect the system;
3. Support operators in day to day operations;
4. Communicating effectively with operators, road supervisors, maintenance, operations, safety, and other Contractor Departments; MTS Security, Customer Support, Contract Services and other MTS Departments; as well as Law Enforcement and Emergency Medical Systems, to manage incidents and coordinate appropriate action;
5. Reporting and logging incidents into the MTS tracking system;
6. MTS established and approved Incident Communications and Reporting Policies and Procedures;
7. Optimizing the effective use of standby buses.

E. Service Quality Technician Training (Video)

Contractor shall recruit and train a sufficient number of Service Quality Technicians, for each Division, to adequately support all Customer Service, Accident, Safety and Training, Operations, Record Request, Law Enforcement, and MTS Staff video requests. Contractor shall train Service Quality Technicians on all MTS video surveillance systems, bus tracking and operator identification tools. Service Quality Technicians will identify and analyzes safe driving data from the Apollo system or other MTS approved monitoring systems.

B.10.4.MAINTENANCE STAFF**A. License**

Maintenance employees must be appropriately licensed to drive any vehicle they will operate in the course of their duties, including a Class B Commercial Driver's License with an air brakes endorsement and a valid medical certificate. Maintenance employees must also be enrolled in the drug/alcohol screening programs required of drivers. The Contractor shall fill out **Attachment 3B (page 1)** in correspondence to the maintenance training section detailed below.

B. Training Requirements

Contractor shall offer a specific number of minimum training hours for maintenance staff in its Proposal. Training shall include requirements for CNG Safety and Equipment Familiarization, as well as, training for forth coming alternative fueled vehicles. These are minimum requirements that are only intended to familiarize maintenance employees with MTS operations, the facilities, and the vehicles.

The training outlined is not intended to provide for or replace any technical training that would be required of maintenance staff. Contractor is required to ensure that all maintenance staff is qualified and adequately trained to complete the technical and mechanical tasks required of employees in their position. Further, MTS encourages Contractor to utilize on-going training and seminars, often provided by maintenance consultants, manufacturers, and other vendors, to supplement and improve knowledge and performance of maintenance staff. Each “**A**”- level mechanic shall be required to attend at least eight (8) hours of additional training per year. This training may be conducted by a manufacturer of equipment used in the maintenance shop, a maintenance consultant, or other training program that would be relevant to the employee’s duties. This training may be conducted on-site, in a group setting, or offsite by outside sources.

Contractor shall also propose a program for attracting, hiring, and retaining quality, experienced maintenance staff at all levels. There are few opportunities locally (schools, etc.) to get trained specifically on heavy-duty CNG bus maintenance or emerging alternative fuel vehicles. Contractor should be aware of the significant challenge this poses and propose a program that addresses this situation adequately.

Attachments 3A (Driver Training requirements – 4 pages) and Attachment 3B (1 page – Maintenance Training requirements) located herein.

B.11 PERFORMANCE BONUSES & ASSESSMENTS

Performance bonuses and assessments will be awarded as provided for in this section. For the purposes of this **Section B.11 Performance Bonuses and Assessments** is defined as financial rewards for meeting or exceeding specific performance goals set by MTS and Assessments is defined as financial withholdings to recoup monetary loss caused by poor performance in specific areas by the Contractor.

As part of the Contractor's Recruitment and Retention Plan (see Training **Section B.10 Employee Training Programs, Requirements and Regulations**), Contractor shall include a Driver Incentive Program that encourages and rewards top performers in various categories. Additionally, the Contractor shall establish drive appreciation events.

A. Completed Trips Incentive Bonus or Assessment

Completed trip incentive bonuses or restitutions (if any) are not cumulative, and will be computed monthly and added or deleted from each monthly payment. One Vehicle Trip shall be one round-trip by a bus on a loop route and one one-way trip between terminals on a line route.

A Vehicle Trip is considered incomplete when any of the following occurs:

1. the Vehicle Trip does not operate at all;
2. the Vehicle Trip leaves the originating terminal timepoint in excess of 50% of the route's scheduled headway;
3. the Vehicle Trip is operating so late that the next scheduled Vehicle Trip catches up to it at any point along a bus route; or
4. the Vehicle Trip misses any of the bus stops along the scheduled route.

Incentive bonuses or assessments for completed trips shall be assessed to Contractor based on actual revenue service miles operated during the calendar month and will be included with the next scheduled monthly payment.

Incomplete Vehicle Trips due to unusual traffic conditions or other factors beyond the control of the Contractor may be excused. MTS Contract Managers shall determine which factors are reasonably beyond the control of the Contractor. The Contract Managers' decision will be final and binding.

The following bonus or assessment will be assessed to the Contractor by MTS (amounts are invoiced for the month in which the bonus/assessment is calculated):

COMPLETED TRIPS BONUS/ASSESSMENT PER MONTH		
PERCENT (%) COMPLETED	BONUS	ASSESSMENT
99.96% or higher	\$10,000	----
99.860% - 99.950%	\$5,000	----
99.720% - 99.859% (Neutral)	----	----
99.650% - 99.729%	----	\$5,000
99.500% - 99.649%	----	\$7,500
99.400% - 99.499%	----	\$10,000
99.300% - 99.399%	----	\$15,000
99.299% or lower	----	\$30,000

B. On-Time Performance (OTP)

The Contractor shall maintain a high level of on-time performance. Buses shall safely arrive at all designated time points between one minute before and 5 minutes after the scheduled arrival. Buses shall not depart earlier than the scheduled departure time. Buses are technically on-time between 0 min and 0 seconds to 4 minutes and 59 seconds after the scheduled departure time. Buses late by 5 minutes and 0 seconds, or more, are considered late or “Cold.” Buses departing even one second, or more, early from the schedule departure time are considered early or “Hot.” It’s critical that all buses are ready to leave all starting terminal locations at the scheduled departure time, rather than 4 minutes and 59 seconds after. Ensuring the bus is ready to depart terminals at the scheduled departure time may require proper run cutting and that the operator perform the following in advance of the scheduled departure time:

1. perform all pre-trip requirements;
2. allow waiting passenger to board the bus; and,
3. pre-board wheelchair passengers.

Through extensive monitoring, MTS realizes that a delayed departure at a starting terminal point leads to a compounding on-time performance problem along a trip or route. If the trip starts to run behind the schedule, MTS may categorize these trips as late or possibly as a missed trip if the delay compounds. Conversely, MTS Contract Managers may waive Hot time checks of up to 30 seconds early if there is evidence that RTMS is not functioning properly. The master timekeeper for this proposal shall be found at www.time.gov. All timekeeping devices used in the agreement shall be set to the exact time shown on this website.

On-time performance will be monitored by MTS regularly and will be computed on a monthly basis by MTS using data provided through the RTMS system. The RTMS system will verify a 100% of trips and timepoints to ascertain real on-time performance at any time. RTMS will be used to verify OTP for South Bay/Central, East County, and Commuter Express service areas. Rural services will be checked using onboard checkers, time point checks or possible GPS checks, since RTMS is not functional in San Diego’s rural areas. MTS may use ride checks monitored by MTS staff, part-time employees, contract employees, RTMS, as well as, other outside agencies, in calculating on-time performance and other performance measurement categories if deemed necessary.

Two (2) on-time performance (OTP) bonus opportunities have been designed to incentivize the Contractor to meet and exceed specific OTP thresholds that will improve service reliability and increase customer confidence. One measure is focused primarily on individual operator OTP and the other focused on system-wide OTP. Both measures are consistent with MTS’s Key Performance Indicator (KPI) goals, which are established annually. MTS has determined there is a strong correlation between having a larger number of operators achieving an OTP greater than 70% and improved system-wide reliability.

A bonus will be awarded to the Contractor if less than 10.0% of eligible operators achieve better than a 70% on-time performance rating. Only operators who pass or trigger one-hundred (100) timepoints or more during the month will be eligible and factored into the performance results. Therefore, data from operators who passed through ninety-nine (99) timepoints or less for the month will not be eligible or factored

into the month end results. Performance bonuses will be calculated by MTS and applied each month based on the OTP matrix below.

Operator On-Time Performance Matrix			
% of Drivers OTP Under 70%			Bonus
10.0%	Greater Than	of operators achieved less than 70% OTP	\$0
8.0%	9.99%	of operators achieved less than 70% OTP	\$2,500
7.0%	7.99%	of operators achieved less than 70% OTP	\$5,000
6.0%	6.99%	of operators achieved less than 70% OTP	\$7,500
5.0%	5.99%	of operators achieved less than 70% OTP	\$10,000
4.0%	4.99%	of operators achieved less than 70% OTP	\$12,500
Less than	3.99%	of operators achieved less than 70% OTP	\$15,000

* Only operators who pass through 100 or more timepoints qualify towards the total result

An additional bonus will be awarded each month that the Contractor achieves a system-wide OTP of 85.0% or greater. If the Contractor's OTP drops below this 85.0% target for the month, they will receive an assessment. For the purpose of this performance incentive, system-wide shall be considered all routes under this contract. Bonuses and assessments will be applied as shown in the System-Wide Performance matrix below.

System-Wide On-Time Performance Matrix			
On-Time Performance Range		Bonus	Assessment
88.0%	or Better	\$7,500	
86.0%	87.99%	\$5,000	
85.0%	85.99%	\$2,500	
84.0%	84.99%	-----	-----
81.0%	83.99%		(\$7,500)
Less than	80.99%		(\$10,000)

All bonuses and assessments will be calculated by MTS and awarded the following month, along with the other bonuses and assessments discussed in this section.

C. Mean Distance Between Failures (MDBF) Performance Measurement Requirement

The MDBF performance measurement is defined as total fleet miles divided by total reportable Major and Other (combined) mechanical failures, as strictly defined by the federal National Transit Database (NTD) reporting manual instructions (detailed below).

"Failures are classified as either a major or other failure of a part of the revenue vehicle's mechanical systems. You should report all failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover."

1. Major Mechanical System Failures

These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling system, steering and front axle, rear axle and suspension and torque converters.

A number of factors affect the number of major mechanical system failures incurred by a transit agency including local operating conditions, types of vehicles operated, and effectiveness of the maintenance program. However, it is expected that the same types of major mechanical failures will be reported by different agencies. The differences among agencies may be in the numbers reported, not the types of major mechanical failures.

2. Other Mechanical System Failures

These are failures of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other bus failures include breakdowns of fareboxes, wheelchair lifts, heating, ventilation and air conditioning (HVAC) systems and other problems not included as a major mechanical systems failure.”

The MTS monthly goal for combined MDBF is 9,000 or higher. Bonuses or assessments will be applied each month for performance above or below this requirement, as shown in the performance matrix below. Bonuses and assessments will be paid or deducted in the month following the end of each month. The MDBF performance measurement number will be calculated by combining both South Bay and East County data for total miles and mechanical failures and arriving at one combined number for both yards.

Note: For the purpose of this performance measure only, if a reported mechanical problem is found to be in error due to an operator and no problem was found, MTS will exclude this failure from the final MDBF calculation for the purpose of this bonus opportunity only.

MEAN DISTANCE BETWEEN FAILURES (MDBF) BONUS/ASSESSMENT		
MDBF	BONUS	ASSESSMENT
10,000 or above	\$10,000	
9,000 – 9,999	\$5,000	
8,000 – 8,999 (Neutral)	----	----
7,000 – 7,999		(\$5,000)
6,999 or lower		(\$10,000)

D. Safety Performance Measurement – Preventable Accidents

Contractor shall maintain a very high level of safety both at the bus yards and on the road. This performance indicator is for the total number of preventable accidents per 100,000 total fleet (odometer) miles operated. The determination of preventability on each accident is the responsibility of the Contractor but MTS reserves the right to

request a change to these determinations, for reporting purposes, where necessary. Preventable accidents shall include accidents that were the fault of any Contractor employee, not just bus operators/drivers. Although accidents involving non-revenue vehicles are tracked and reported, they are not considered under this performance measure. Only incidents involving a revenue vehicle (in or out of service) shall be considered towards this performance incentive.

The following bonus or assessment will be applied by MTS (amounts are invoiced for the month in which the bonus/assessment is applied).

Preventable Accidents Per 100K Miles Bonus/Assessment		
PREV ACCIDENTS PER 100k	BONUS	ASSESSMENT
.90 or lower	\$20,000	----
.91 – 1.10	\$10,000	----
1.11 – 1.20 (Neutral)	----	----
1.21 – 1.60	----	(\$5,000)
1.61 or higher	----	(\$10,000)

E. Customer Service Performance Measurement

Driver-Related Complaints: Contractor shall maintain a very high level of customer service at all times. MTS will receive and process all complaints for this service and determine which complaints are driver-related. Contractor shall forward all directly received complaints to MTS for processing through the MTS customer service database as soon as they are received. Complaints that are determined to be invalid, not true, or greatly exaggerated (as determined via video review) will be removed from the database by MTS staff. A total number of Driver-related complaints will be tallied at month-end and divided by the total number of riders for the month. This performance measurement indicator is for the total number of driver-related complaints per 100,000 riders. The following bonus or assessment will be applied by the MTS (amounts are invoiced for the month in which the bonus/assessment is applied).

Driver-related Complaints Per 100K Riders		
COMPLAINTS PER 100K	BONUS	ASSESSMENT
5.99 or lower	\$10,000	
6.00 - 6.99	\$5,000	----
7.00 – 7.99 (Standard)	----	----
8.00 – 8.99	----	(\$5,000)
9.00 or higher	----	(\$10,000)

Failure to Achieve Reliability: The MTS, at its sole discretion, may take further action to enforce assessments, up to and including termination of the Agreement, if Contractor's performance falls under the Assessment range of any of the above performance measurements for three consecutive months.

B.11.1. LIQUIDATED DAMAGES (LDs)

The Contractor and the MTS may find it difficult to assign a reasonable dollar value to the actual damages that may result from Contractor's failure to perform to the standards of the contract. Therefore, both parties may agree that the Contractor's liability should be limited to, and fixed at, the sums listed in the table below, as liquidated damages. These LDs may be deducted automatically by the MTS from Contractor's invoices. The decision of the MTS Chief Operating Officer (COO) or designated MTS Contract Manager is final with respect to any assessment of LDs. The MTS COO, or his/her designated MTS Contract Manager, may rely on information supplied by Contractor, by the public, or by staff, as well as by other means, in determining application of LDs.

SPECIFIC LIQUIDATED DAMAGES		
PERFORMANCE MEASURES		LIQUIDATED DAMAGES
<i>I. Operations and Reporting</i>		
1	Contractor shall employ and assign all staff to the services covered by the agreement.	Contractor shall pay to MTS all of the cost of vacant positions including salaries, benefits, and \$300 per day for each vacant position (excludes drivers).
2	Contractor shall provide sufficient buses to operate transit routes in accordance with the route descriptions given in Scope of Work.	\$2,000 per day for failure to provide sufficient buses to operate transit routes in accordance with descriptions in Scope of Work. (MTS must provide Contractor with a ratio of spare to total buses available; a minimum of 18 percent at each Division.)
3	Contractor is required to cover all scheduled service and standby runs.	\$2,000 for each incident of failure to meet pullout requirements (including standbys) due to lack of available, sufficiently trained, drivers to fill all runs. (May be applied to morning rush hour, afternoon, evening, or weekend pull-outs).
4	Contractor shall ensure drivers operate transit routes in accordance with MTS route descriptions.	\$500 per occurrence for each unauthorized failure to operate transit routes in accordance with the route descriptions provided by MTS (considered Off Route).
5	Contractor is required to cover all Commuter Express scheduled service in a timely manner.	\$2,500 for each incident of failure to provide a trip in the morning or afternoon within 15 minutes of each scheduled Express trip departure. Considered a missed trip and assessment for each missed trip. The 15-minute grace period is measured from the scheduled terminal departure inbound in the morning or outbound in the afternoon.
6	Contractor shall submit to the MTS all operational and financial reports as required in the Agreement, in a timely and accurate manner.	\$1000 per day for each incident of failure to accurately submit to MTS any of the required reports, per Data Reporting (see Attachment 6 – Required Reports). All monthly reports are required to be submitted to MTS no later than 8 calendar days following the end of the month. Other reports due as specified. MTS may also elect to recover MTS staff time costs incurred by

		correcting MTS reports due to errors in Contractor billing. MTS will deny payment for additional billings, due to inaccurate data from Contractor, more than 30 calendar days past the initially required billing date.
7	Contractor is required to provide accurate reporting of all data to MTS, including missed mileage.	\$1000 for each incident where MTS finds Contractor has inaccurately reported missed mileage, or fails to report a missed trip or mechanical failure. Gross, intentional, or willful inaccuracy in reporting may subject Contractor to additional damages of \$10,000 per incident and potential termination of the agreement.
8	Contractor is required to report hazardous conditions in a timely manner.	\$250 per each incident of failure to report hazardous road conditions, bus stop incidents, or transit center facility conditions within 24 hours.
9	Contractor shall provide to MTS and follow an approved fare revenue collection and security policy that ensures that revenues are securely transferred and completely reconciled and properly accounted for.	\$1,000 for each day or each incident that Contractor fails to provide an approved and secure fare revenue collection policy and/or failure to conform to the approved fare collection procedures. \$10,000 for each incident where MTS revenue is mishandled, lost, or stolen (in addition to full replacement of compromised revenue).
10	Contractor shall ensure vehicles in revenue service follow the MTS-provided schedule.	\$250 per incident of a vehicle in revenue service leaves a scheduled time point prior to the scheduled departure time (considered a Hot departure).
11	Contractor's drivers are required to announce all stops identified by MTS as required for compliance with the ADA Act and MTS policy.	\$100 per occurrence for each incident in which a driver is observed not making a required stop announcement, in accordance with ADA guidelines and MTS policy, by MTS or its agent(s).
12	Contractor shall provide scheduled standby buses in accordance with the contract requirements.	\$250 for each day and each incident that the Contractor fails to provide a 100% of MTS designated bid standby positions for the full duration of the schedule time.
13	Contractor shall provide required road supervisor coverage in accordance with the contract requirements.	\$500 for each road supervisor assignment not covered in its entirety for the day. Assessment may be applied once per day per assignment.
14	Drivers must shut off bus engines at terminals.	\$100 per each incident of failure to shut off engines in excess of 3 min at terminals.
15	Proper Pre-trip vehicle inspections are required.	\$250 per incident of a Contractor employee driving a vehicle without the proper Pre-trip inspection as required in the MTS agreement Scope of Work and per Contractor safety and accountability requirements.
16	Contractor shall enforce a zero-tolerance policy regarding distracted driving of any kind and follow all state and federal laws regarding the use of electronic devices while operating a vehicle.	\$2,500 for each incident of a Contractor employee operating a vehicle while using a cell phone or other electronic device, or otherwise distracted by other media. \$5,000 for each incident Contractor does not strictly follow its own, MTS-approved, zero-tolerance distracted driving policy for any

		reason.
17	Contractor shall train and continuously monitor drivers to ensure they provide efficient, safe, and reliable service without unnecessary delays	\$250 for each incident of a driver delaying a bus route as specifically detailed in Section 14.2 above, such as: departing a terminal or timepoint late due to unnecessary conversation, unfamiliar with bus routes, unfamiliar with the bus or revenue equipment, frequent restroom or snack breaks, lack of driving skills, or other activities not beneficial to the performance of this contract. \$500 for each second validated incident with the same driver previously disciplined for this infraction. \$1,000 for each incident beyond the second infraction (3 or more violations).
18	Contractor shall comply and ensure employee and dependent ID card distribution is compliant with all MTS fare and ID card policies.	Adult: \$72/\$100 Youth/Senior/Disabled: \$23/32
II. Driver Training and Uniforms		
19	Contractor shall ensure that all drivers complete training requirements specified in the agreement.	\$1,000 for each incident that Contractor assigns a driver to work that has not completed the training required in accordance with Scope of Work.
20	Contractor is required to complete all employee training as outlined in the agreement	\$250 for each hour of required training not provided to an employee as detailed in the agreement. MTS may audit training records at any time without prior notice.
21	Contractor shall ensure that all drivers wear clean, pressed, and approved uniforms while on duty.	\$500 for each day or each incident that any of Contractor's drivers or road supervisors fails to wear clean, pressed, approved uniforms while on duty.
III. Vehicle and Facility Maintenance		
22	Contractor shall fully, completely, and effectively perform bus maintenance as detailed in Scope of Work, Sections 3 and 4.	\$15,000 per day for the failure to fully, completely, and effectively perform bus maintenance as detailed in Scope of Work, Sections 3 and 4.
23	Contractor shall maintain buses in a safe condition, free of scrutiny from safety and transportation agencies.	\$5,000 per bus for the removal from roadworthy status by the CHP, MTS staff, or its designated representatives, of any bus used under the agreement.
24	Contractor shall achieve a satisfactory rating in all categories of the annual CHP Safety Compliance Report (CHP 343).	\$5,000 for failure to achieve a satisfactory rating in any category of the annual CHP Safety Compliance Report (CHP 343) at each Division.
25	Contractor shall maintain buses so that none of the buses are out of service for extended periods of time.	\$1,000 for each day or each incident that Contractor fails to return a bus to service after exceeding 30 calendar days out of service, unless Contractor can document long term parts not delivered via parts orders, or other outside services that are keeping bus from being returned to service.

26	Contractor shall repair vehicle body damage, not requiring ordering body parts, within 14 calendar days of the date the damage occurred, or was reported by MTS, whichever came first.	\$500 for each day or each incident that Contractor fails to repair vehicle body damage (interior or exterior), not requiring ordering body parts, within 14 calendar days of the date damage occurred, or was reported by MTS, whichever came first.
27	Contractor shall perform preventative maintenance inspections in a timely manner and in accordance with contract requirements and agreed upon elements of a preventative maintenance inspection.	\$500 for each time a Preventative Maintenance Inspection (PMI) is late, \$2,000 for each time a PMI is missed. \$10,000 for a pattern of late or missed preventative maintenance inspections over a three-month period of time. A late PMI is defined as more than ten percent later than what is scheduled. A missed PMI is a PMI more than 1,000 miles later than the scheduled PMI. See Section 3.2 Preventive Maintenance for more details on schedule requirements.
28	Contractor shall perform on-going facility inspection, preventative maintenance, and regulatory safeguards according to both contract and jurisdictional requirements.	\$1,000 for failure to provide on-going inspections and preventative maintenance services for the facilities. This includes routine preventative maintenance to keep the facilities and all equipment in good, safe, working order. \$5,000 for failure to provide the required federal, state, or local regulatory preventative maintenance, inspections, and environmental mitigation. \$10,000 for a pattern of poor or missed facility related maintenance over more than a two month period.
29	Contractor shall ensure that all rider safety, rider comfort, ADA, and technical features provided on all buses in revenue service are completely functional.	\$100 for each time a vehicle does not have fully functioning head/tail/brake/turn signal lights, HVAC, destination signs, stop request, public address systems, wheelchair ramp/lift, kneelers, passenger doors, fareboxes, DCUs, light validators, radios, RTMS, AVL, and video surveillance systems. \$250 for each incident where Contractor fails to repair one of these failed components (or BX) within the start of the next scheduled revenue trip, per each additional trip operated without a fix. \$1,000 for each incident where Contractor sends a bus into revenue service knowing that one or more of these components is inoperable.
30	Contractor shall ensure buses are maintained in clean, sanitary, attractive condition.	\$500 for each incident that Contractor fails to clean buses as required in Scope of Work, Section 4.
31	Contractor shall perform on-going facility cleaning (including shops and administrative offices, and parking and service areas, or other facility areas) in accordance with MTS contract requirements and to meet all local, state, and federal requirements.	\$500 per day for failure to provide on-going cleaning of all facilities in accordance with contract requirements or other local, state or federal laws.

In lieu of the above estimates of actual damages as LDs, MTS Contract Managers may, at their discretion, assess the actual damages caused by the breach as its remedy, and obtain this remedy through offset against retention or any other appropriate procedure.

Failure of the MTS to assert any right which it has under the agreement, or to assess any LD as provided herein, shall not act as a waiver as to MTS's right to enforce the provisions of the agreement, or assess LDs in the future, except as specified herein.

The assessment of LDs, and/or deductions as provided under the agreement, shall in no way relieve the Contractor of its obligation to provide sufficient service, buses, or staff or to meet any of the terms of the agreement.

B.12 BUS STOP MAINTENANCE SPECIFICATIONS

The Contractor shall be responsible for general maintenance of all MTS designated bus stops and transit centers, which include but is not limited to installing, removing, and repairing bus stop poles and blades, adding, removing route decals, painting red curbs, performing minor tree trims around bus stops, removing graffiti and helping with other light duty maintenance repairs as needed. The Contractor shall provide hourly pricing for fully qualified bus stop and transit center maintenance technicians as specified in [Attachment 4A](#). Staffing levels may increase with system growth and additional needs. Bus stop and transit Center

B.12.1. BUS STOP WORK ORDERS

MTS will provide Contractor written or electronically generated work orders directing the Contractor's workload. If needed, staff members from each organization will meet periodically to discuss and review work orders and reconcile work to be performed. Contractor will be available at all times for responding to emergency work orders (to be completed within 24 hours of receipt). The process for conveying these work orders to the Contractor shall be by tablet, email, telephone or delivered in person.

B.12.2. SAP (SYSTEMS, APPLICATIONS AND PRODUCTS)

MTS will send Contractor work orders through Systems Applications and Production (SAP) which will immediately transmit to the maintenance technician work tablets. Maintenance technicians will be trained to review process and submit final work orders by tablet utilizing the MTS owned SAP program. SAP will allow MTS to track materials used, report real-time performance and allow final visual inspections on assigned work. The work tablets will be provided by MTS. The Contractor will be responsible for tablet replacement if damaged or lost prior to the end of the useful life of the tablet.

B.12.3. WORK ORDER RESPONSE TIME

From the time the work order is issued, non-emergency installations or clean up shall be completed within three (3) calendar days. Miscellaneous, non-scheduled, bus stop pressure washing shall be completed within seven (7) calendar days. All mechanical repair work shall be completed during normal working hours, Monday through Friday. On occasion, it may be necessary for bus stop mechanical repair and/or maintenance work to be conducted on Saturday and Sunday. The Contractor may be required to adjust hours to accommodate work when necessary. Transit Center maintenance and steam/pressure washing shall be performed between the hours of 12:00 a.m. and 5:00 a.m. per the agreed upon work schedule set by MTS. On a weekly basis, the Contractor will provide MTS staff with a transit center power washing daily report by email. This weekly report will detail any issues found while cleaning and call out any stations that were missed. The Contractor may be required to document before and after site conditions upon MTS request.

B.12.4. TRAINING

MTS will provide the Contractor staff with initial bus stop maintenance training, as well as, refresher training on an as-needed basis. Training will entail safety requirements, regulatory requirements, quality control, and installation procedures. Contractor is responsible for ensuring that contract staff using steam and pressure washing equipment are familiar with and abide by all safety and regulatory laws. Contractor shall demonstrate that it knows what these requirements are in its proposal and detail how these requirements will be met. MTS staff will provide tablet training to teach how to access, perform and complete work orders assigned to bus stop technicians.

B.12.5.BUS STOP INSTALLATIONS

Contractor will install poles and signs per MTS Bus Stop Specifications publication, provided in the appendix. Installation shall include:

- Installation of signs and clamps on poles in dirt, asphalt, and concrete;
- Installation of signs placed on extenders on existing poles;
- Installation of signs on existing poles using banding or drilling of posts;
- Installation of miscellaneous small signs such as no parking signs, bicycle route signs, etc., on existing posts consistent with MTS bus stop sign installations;
- Installation of small 7-inch by 20-inch and larger 9 ¾-inch by 19-inch displays onto existing posts with two 4-inch bolts or with U clamps and banding as appropriate;
- Installation of route number, destination, and bus stop identifier decals on signs.

B.12.6.BUS STOP REPAIRS AND MAINTENANCE

Contractor will perform repairs at existing bus stops including:

- Repair of leaning or bent poles;
- Cleaning signs of graffiti or debris;
- Replacing vandalized signs, poles, and mountings;
- Minor repairs and cleanup of bus stop grounds area; and
- Minor tree trimming to improve the visibility of bus stops and ability for buses to pull into bus stops without hitting tree branches and leaves;
- Maintain weekly bus stop maintenance on high priority stop locations;
- Cleaning of MTS kiosks from graffiti or debris;
- Painting of retaining walls and concrete benches and other amenities to cover graffiti at bus stop locations; and
- Other minor repairs as determined by MTS staff.

B.12.7.TREE TRIMMING

Contractor is responsible for the disposal of all trimmings, clippings, and debris.

Tree trimming shall be performed in accordance with MTS standards (below) and general best practices for proper tree pruning. A bus stop sign must be clearly visible from a minimum of 300 feet nearside and 150 feet farside to the bus stop from an oncoming bus at driver's height. The sign must also be seen from a minimum 100 feet in each direction. There must be a minimum vertical clearance between roadway surface to 14.5 feet and overhead obstruction from a point 150 feet nearside to a point 50 feet farside of the stop.

B.12.8. BUS STOP CURB IMPROVEMENTS

Contractor will perform improvements at existing bus stops including:

- Painting or repainting of curbs at bus stops and MTS Transit Centers with red or gray paint.
- For any new red curbs where there is no previous paint, Contractor shall place at “no parking” signs at the curb area a minimum of 24 hours in advance of the closure. Curb and gutter shall be swept clean. All grass, weeds, and debris shall be removed from curb and adjacent cracks or joints prior to painting. At time of painting, cones shall be placed along the entire length of the red curb area being painted and until such time that the paint is fully dry. Color and paint type must be approved by MTS, the City of San Diego Street Division, and other jurisdictions if required.

B.12.9. BUS STOP REMOVALS

Contractor will perform removal of signs, displays and posts (usually due to route changes, bus stop relocations, and discontinued stops). Contractor shall remove the sign or post and restore the area by filling the hole, patching concrete or asphalt and restoring the area to an “as-new” condition.

B.12.10. TRANSIT CENTER MAINTENANCE

Routine maintenance at transit centers consists of steam cleaning/pressure washing and scrubbing with hot water, at a minimum temperature of 180 degrees and a pressure of no less than 1,500 pounds per square inch (psi) in designated bus parking areas (concrete bus pads) and access areas for each bus stop in all transit centers. Each cleaning should consist of the following:

- Stains are to be pretreated with biodegradable remover to cleanse stains from motor oil, chewing gum, food, and debris.
- The area will be hot pressure-washed and scrubbed with the appropriate equipment, and all water should be contained to prevent excess runoff.
- A filtration/vacuum system is used to collect and separate solids and all water.
- The wastewater shall be contained in a holding tank for removal.
- All wastewater shall be removed and transported from the premises, and properly disposed of elsewhere in accordance with the provisions of the State of California Water Resource Control Board.

Routine and frequency of transit center steam cleaning and pressure washing service shall vary depending upon the site. Cleaning is to be performed between the hours of 12:00 a.m. and 5:00 a.m. Contractor and MTS shall agree upon the date of the month each site will be cleaned. MTS staff will provide a monthly schedule to the Contractor each month with locations and days for each site. Any changes by the Contractor to the schedule must be approved by MTS in writing.

B.12.11. BUS STOP AND STATION MAINTENANCE EQUIPMENT

MTS will supply at least one fully-equipped sign truck for each bus maintenance technician and at least one fully-equipped steam clean / pressure washing truck, with trailer and power washing equipment for the power washing team. Replacement of these vehicles and equipment will be

at the discretion of MTS and factored into MTS's annual capital improvement program or end of vehicle lease. The Contractor shall be responsible for ongoing maintenance of vehicles and equipment, unless otherwise noted by MTS.

B.12.12. CONTRACTOR-SUPPLIED MATERIALS AND CONSUMABLES:

- Graffiti removers, cleaners, and solvents;
- Concrete material;
- Fill dirt and/or patching material;
- Cleaning supplies and other materials;
- Trash Bags.

B.12.13. MTS-SUPPLIED MATERIALS:

- Bus stop and power washing service trucks (Attachment 5A);
- Power washing equipment and trailer;
- Signs;
- Poles;
- Extenders;
- Hardware (clamps, bolts, nuts, vandal proof nuts and bolts);
- Displays/Decals;
- Specialized Tools (See Attachment 5B and 5C – Asset Inventory);
- Red Curb and other paint;
- A-Frames and Safety Cones;
- Waste water collection equipment, supplies and materials;
- And other miscellaneous equipment.

B.12.14. QUALITY CONTROL OF WORK

MTS staff shall inspect all work. Inspections are generally conducted within 10 calendar days of completion of work. Contractor is responsible for repairing any work not in conformance with work order instructions or standards described within the Agreement within three (3) calendar days of notice. Work shall be performed in compliance with MTS Bus Stop Specifications, professional standards, and special instructions.

Upon completion of work at a bus stop, the area must be cleaned of any construction debris. Sidewalk curb and gutter area shall be swept free of all debris. Pole shall be free of concrete splash and must be level. Concrete used for pole installation must not exceed the level of sidewalk or dirt area. The sign installed must be clean and free of fingerprints, dirt, and dust and must appear like new following installation.

B.12.15. TRIANNUAL SERVICE CHANGE

Contractor shall provide two (2) full time technicians two weeks prior to and one week following all scheduled service changes. If the designated stop technicians are not available during this time, the Contractor will need to backfill and support.

B.12.16. TIME OFF REQUESTS

When or if both stop technicians have scheduled vacation during the same time period. The Contractor will be required to backfill at least one of these positions to provide at least one full time stop technician. The Contractor must notify MTS Contract Management staff at least fourteen (14) days prior to approving planned vacation time that exceeds more than two (2) consecutive days off.

B.12.17. MISCELLANEOUS

Work performed at bus stops must be done in a safe manner and follow the processes listed in MTS's Bus Stop Maintenance Safety Manual.

It is required that Underground Service Alert be called and participating utility companies complete their investigation prior to digging at any work site. Proposer maintenance technicians shall understand and be familiar with markings made by Underground Service Alert before performing work at instructed area. Contractor shall take extreme care when digging, including digging by hand. It is recommended that posthole diggers supplemented by jackhammers in hard soil be utilized. In concrete area, Contractor shall saw-cut or surface-cut concrete to make a clean and professional appearing installation. Damage to any utilities shall be the responsibility of the Contractor. Sprinkler lines, if damaged, shall be repaired by the Contractor immediately. Repair to any other utilities such as phone lines, electrical conduits, or water department lines shall be coordinated with the respective utility and Contractor will accept full responsibility.

B.13 OPERATING FACILITIES AND FACILITY MAINTENANCESouth Bay Division (South Bay Maintenance Facility) (SBD)

MTS will provide a bus operations and maintenance facility at the South Bay Division (SBD) located at 3610, 3620, 3650, and 3650A Main Street in Chula Vista, California.

B.13.1. SBD/SBMF SITE BACKGROUND:

The original South Bay Division property was purchased in December 1992 by MTS. Additional adjoining parcels were purchased between 2001 and 2011 expanding the property to its current 10.6 acres. A major facilities expansion took place in 2013-2014, adding a new administration and operations building, LEED Silver certified maintenance building, and bus wash to the existing property.

A. 3610 Administration and Operations Building (13,688 square feet)

Built in 2013-2014 with occupancy Spring 2014

New building built to CALGREEN standard

- Administration general offices and conference room facilities
- Public lobby, reception and lost and found
- Dispatching, scheduling, and radio communications
- Driver assembly areas and support
- Main site server and telecommunications room
- 100 KW Emergency Generator
- Building elevator
- State of the Art HVAC system for building
- Fire Sprinkler system and fire alarms and controls
- Phone System - Voice over IP (VOIP)
- CCTV system

B. 3620 Training and Support Building (8,100 square feet)

Remodeled in 2004

- Training and assembly rooms and facilities
- Training staff offices
- Stops and zones (bus stop) workshop plus storage
- Three (3) service bays, including:
 - Non-revenue vehicle maintenance service bay (one bay);
 - Bus stop service truck parking (one bay);
 - Transit facility steam clean equipment storage (one bay).
- Gas Detection System in three service bays with exhaust system
- Air Compressor (2013) and Compressed Air Distribution
- HVAC system serving offices and training areas
- Fire Sprinkler system and fire alarms and controls
- VOIP Phone System
- CCTV System

C. 3650 Maintenance Building (46,704 square feet)***Built in 2013-2014 with occupancy Summer 2014******New building built with LEED Silver Certification and CALGREEN standard***

- 14 fully equipped service bays, including 10 bays for standard buses and 4 bays for articulated buses:
- Five (5) service bays with in-ground lifts (Rotary Mod 30)
 - Three bays with two posts for standard buses;
 - Two bays with three posts for articulated buses.
- Nine (9) service bays equipped with MTS-owned SEFAC heavy-duty mobile column lifts
- Chassis wash area with steam equipment and Rotary Parallelogram 75/48 Lift
- Parts Storage and parts clerk offices plus second level parts mezzanine
- Oil and fluids distribution system
- Above-ground storage tanks for new and used oil, used coolant, transmission fluid, and hydraulic fluid.
- Battery storage and charging
- Toolbox Storage
- Maintenance staff offices
- Maintenance Library
- Specialized maintenance shops, including:
- Common Work Areas
- Machine Shop
- Brake Shop
- Welding Area
- Farebox Maintenance
- Electronics Shop
- Facilities Maintenance Shop
- Facilities Maintenance Storage
- Second floor general maintenance staff offices, including:
- Maintenance Manager
- Quality Control staff
- Maintenance conference room
- Maintenance training room
- Archive storage rooms
- Telecom Server rooms (one each floor)
- Support functions, including:
- Restrooms, lockers and showers
- Break areas
- Electrical, Mechanical and Janitorial rooms
- Rooftop 100KW Photovoltaic Solar Electrical system
- 200 KW Emergency Generator
- Building Elevator
- Gas Detection System in maintenance shops
- Air compressor (2014) and air distribution system
- HVAC system, including:
- Exhaust system throughout building
- HVAC cooling and heating in offices and selected areas

- State-of-the-art Energy Management and Control system
- LED shop maintenance service bay lighting
- Building lighting control system
- Building sand oil interceptor for chassis wash and building
- Fire Sprinkler system and fire alarms and controls
- Emergency showers and eye wash stations
- VOIP phone System
- CCTV System

D. 3650A Service Building (approximately 14,200 square feet)

Built in 1960; remodeled in 1996

- Six (6) total service bays with the following planned:
 - One old (north) bus wash bay available for service functions and detailing
 - Includes clarifier, water and air
 - Two (north) bays (20 ft. x 60 ft. each) as detail and minor body work area
 - Three (south) bays (20 ft. x 60 ft. each) as tire shop
- Service bay gas detection system
- 1,960 square foot storage area for tire storage and Hazmat safe storage
- Storage rooms for service functions
- Break room for service workers
- Mechanical room with janitor room functions
- Telecom/server room
- Chassis Wash area (old area) available for service functions
- Clarifier south of building
- 50 KW Emergency Generator
- Air compressor (2010) and air distribution system
- Shop area has heating and exhaust system
- Office areas have AC and one new HVAC air handling unit and compressor (2014)
- 1,000-gallon underground waste oil tank with Veeder Root monitoring system
- Fire Sprinkler system and fire alarms and controls
- Emergency showers and eye wash stations
- VOIP phone System
- CCTV System

E. 3650B Bus Wash Facility (approximately 4,000 square feet)

Built new in 2014; in service July 2014

- Two (2) bus wash lanes 37 ft. by 96 ft. long combined area
- Ross and White bus wash equipment
- Reclaim system and reclaim tanks
- Reverse osmosis final rinse water system

F. Service Lanes and CNG Stations

Built in 1993, 2003; updated in 2011

- Small overhead canopy
- Two lanes
- Three CNG dispensers

- Air and water service
- Lighting and CCTV
- One GFI farebox receiver station
 - West service lanes (built in 2003)
 - Two lanes
- Two CNG dispensers
- Air and water service
- Lighting and CCTV
- Two GFI farebox receiver stations
- One small service booth/shack

G. Electric Charging Stations

Estimated in Spring 2020

- Two lanes
- Two chargers with a rate of charge of 62.5 kWh
- Two types of cable connectors (plugs into vehicle) on charger:
 - Combined Charging System (CCS1), buses will use this system
 - CHAdeMO, light duty vehicles will use this system
- Chargepoint's Cloud Service – wireless monitoring software to track when buses are charged, need maintenance/troubleshooting, power management and reporting
- Future expansion of charging capabilities is anticipated

B.13.2. CNG FUELING STATION

The station is a fully-integrated CNG service station providing 3,600 psi CNG. It's operated and maintained by a third-party operator (currently Trillium) and is comprised of six (6) total CNG compressors, three sets of dryers, air compressor, and CNG buffer storage tanks. There are three (3) dispensers at the East lanes and two (2) dispensers at the west service lanes. Two compressors were installed in 1995, two in 2003 and two in 2011. They can fuel up to 250 buses per night with an average fill time of less than 5 minutes per bus.

MTS and Trillium will be fully responsible for all operations, maintenance, and capital improvements of the CNG fuel station at South Bay Division. Contractor will use the CNG fuel stations for fueling MTS CNG buses. No public fueling will be permitted. Training will be provided to Contractor by MTS and Trillium. Training shall be limited to standard operating procedures for fueling buses only. MTS will pay for CNG fuel and utility. Contractor is responsible for safety training for all service and operating personnel related to the fueling and handling of CNG buses, while ensuring all incidents related to the fueling station are reported per MTS.

B.13.3. ELECTRIC BUS CHARGING STATION

The station is a fully integrated Electric bus charging station with a rate of charge output of 62.5 kWh. The chargers will be conjoined together to allow up to a rate of charge of 125 kWh (62.5 x 2 = 125 kWh). It's operated and maintained by a third-party operator (currently ChargePoint but is subject to change during the course of the agreement) and is comprised of two (2) chargers and two (2) types of cable connectors (one for buses and one for light duty vehicles). The chargers include two (2) power modules which control the power in the unit and the rate of charge output. The two chargers are located at the south eastern corner of the lot (closest to

Main St). The two chargers were installed in Spring 2020. They can fuel up to two (2) electric buses a night with an average charge time of six (6) hours.

MTS and ChargePoint will be fully responsible for all operations, maintenance, and capital improvements of the Electric Charging Stations at the SBD. Training will be provided to Contractor by MTS and ChargePoint. Training shall include both standard operating procedures for charging buses as well as high voltage safety training. Contractor is responsible for safety training for all service and operating personnel related to the charging and handling of Electric buses.

Contractor will use the Electric Charging stations for charging MTS Electric buses only. MTS will pay for the electricity directly. No public charging will be permitted unless otherwise approved by MTS in advance.

B.13.4.KEY SITE FACILITIES

The SBMF site consists of various site developments that are required to be maintained by the Contractor. Some of the maintenance activities are noted in sections below; however the SBMF has the following key site facilities:

- Drainage facilities including seven (7) major CONTECH water quality vaults with filters-needs normal cleaning of inlets, cleanouts, and replacement of cartridges as needed;
- Additional drainage inlets with trash receptors requiring routine cleaning- regular preventative cleaning at least quarterly or more in rainy season;
- Fire hydrant system on site including six on-site hydrants – no special maintenance-valves should be routinely exercised to prevent freezing;
- Landscaping at the entire Main Street frontage and northwest area – Contractor responsible for all maintenance and minor repairs and minor plant replacement;
- Irrigation systems – Contractor responsible for all irrigation system functioning, minor repairs, and system operation. Valve replacement or other large components via annual facility improvement budget;
- Water backflow preventers – Contractor handles annual testing. Replacement or major repairs via annual facility improvement budget;
- Exterior Site Lighting Systems on Independent Poles and Buildings - Contractor handles minor repairs. Major lamp replacements or major repairs via annual Major Repairs and Facility Improvements budget (see **Section B.13.11** below);
- Trash Enclosures – Contractor will provide cleaning services and general maintenance;
- Site and Perimeter Fencing and Gates – repairs or damage as a result of Contractors use shall be at Contractor's expense;
- Retaining Walls and other structural walls – requires general cleaning only;
- Slurry Seal, Asphalt and Concrete Paving – add to Annual Major Repairs and Facility Improvements budget;
- Pavement Striping and Site Signage – add to Annual Major Repairs and Facility Improvements budget;

- Site CCTV system – Contractor to provide on-going maintenance.

All vehicles to be operated for the South Bay services shall be serviced and maintained at the South Bay Division. The use of the South Bay Division facility will be limited exclusively to operation and maintenance of vehicles and services provided under the Agreement.

B.13.5.EAST COUNTY DIVISION (ECD) / (EAST COUNTY BUS MAINTENANCE FACILITY)

MTS will provide a bus operations and maintenance facility at the ECD located at 544 Vernon Way in El Cajon, California.

B.13.6.ECD/ECMF SITE BACKGROUND

The original ECD property was purchased in 2005 by MTS. From 2014 to 2017, it underwent a major upgrade and expansion. The 5.5-acre property now includes new administrative offices, a bus maintenance building, a bus wash facility, service lanes and two surrounding parking lots. The new facility was built to LEED Silver standards in order to meet a growing local and global need for environmental stewardship.

A. 544 Vernon Way Administration, Operations and Maintenance Building (44,775 sq. ft.)

Built in 2014-2015 with occupancy in Fall 2017

Built to LEED Silver Certification and CALGREEN standard

- Administration general offices and conference room facilities
- Public lobby, reception and lost and found
- First floor dispatching, scheduling, and radio communications
- First floor driver assembly areas and support
- Main site server and telecommunications room
- 8 fully-equipped service bays; 4 for standard buses and 4 for articulated buses:
 - Three service bays with in-ground lifts;
 - Two bays with two posts for standard buses;
 - One bay with three posts for articulated buses or three axle buses;
 - Five service bays equipped with MTS-owned SEFAC heavy-duty mobile column lifts.
- Chassis wash area with steam equipment and parallelogram lift with wash bay application
- Tire Bay equipped with three post in-ground lift
- Tire Shop for tire work and tire storage
- Parts Storage and parts clerk offices plus second level parts mezzanine
- Oil and fluids distribution system
- Above-ground storage tanks new and used oil, used coolant, transmission fluid, and hydraulic fluid
- Battery storage and charging
- Toolbox Storage
- Maintenance staff offices
- Specialized maintenance shops, including:
 - Common Work Area
 - Farebox Maintenance
 - Electronics Shop
 - Facilities Maintenance shop and storage

- Second floor administrative staff offices, including:
 - Senior Management offices
 - Operations Managers offices
 - Training Room
 - Conference Room
 - Administrative staff offices
 - Archive storage rooms
 - Telecom Server room
- Support functions, including:
 - Restrooms including lockers and showers
 - Break areas
- Electrical, Mechanical and Janitorial rooms
- Rooftop 50KW Photovoltaic Solar Electrical system
- 250 KW Emergency Generator
- Building Elevator
- Gas Detection System in maintenance shops
- Air compressor (2015) and air distribution system
- HVAC system, including:
 - Exhaust system throughout building
 - HVAC cooling and heating in offices and selected areas
 - Heating and exhaust in service shops and bays
 - State of the art Energy Management and control system
- Induction maintenance service bay lighting
- Building lighting control system
- Fire Sprinkler system and fire alarms and controls
- Emergency showers and eye wash stations
- VOIP Phone System
- CCTV System

B. Bus Wash Facility (2,345 square feet)

Built in 2016; in service Fall 2017

- One bus wash lane 21 feet by 95 feet long
- InterClean bus wash equipment
- Reclaim system and reclaim tanks

C. Fueling Area Building and Service Lanes

Built in 2016; in service Fall 2017

- Fuel area building
- Overhead canopy above fuel lanes
- Two lanes
- Two CNG dispensers
- Two diesel dispensers
- Air and water service
- Lighting and CCTV
- Two GFI farebox receiver stations
- One 6,000 gallon above ground diesel fuel tank

D. Electric Charging Stations***Estimated Summer 2020***

- Two lanes
- Two chargers with a rate of charge of 62.5 kWh
- Two types of cable connectors (plugs into vehicle) on charger:
- Combined Charging System (CCS1), buses will use this system;
- CHAdeMO, light duty vehicles will use this system.
- ChargePoint's Cloud Service – wireless monitoring software to track when buses are charged, need maintenance/troubleshooting, power management and reporting.

E. CNG Fueling Station***Built new in 2014; in service 2014***

The station is a fully-integrated CNG service station providing 3,600 psi CNG. It is operated and maintained for MTS by Trillium. The system is comprised of two CNG compressors, one dryer, air compressor, and CNG buffer storage tanks. There are two (2) dispensers at the fuel island (one per lane). The two compressors installed in 2014 have capacity to fuel up to 120 buses per night with an average fill time of less than five (5) minutes per bus.

MTS and Trillium will be fully responsible for all operations, maintenance, and capital improvements of the CNG fuel station at ECD. The Contractor will use the CNG fuel stations for fueling MTS CNG buses. No public fueling. Training will be provided to proposer by MTS and Trillium. Training shall be limited to standard operating procedures for fueling buses only. MTS will pay for CNG fuel. Contractor is responsible for safety training for all service and operating personnel related to the fueling and handling of CNG buses, while ensuring all incidents related to the fueling station are reported per MTS.

F. Diesel Fueling Station***Installed in 2019***

The 6,000 gallon above ground diesel storage tank will be used until all diesel (Commuter) buses are phased out of the division. There are two diesel dispensers located at the fuel island. The Contractor shall anticipate the removal of this tank with the retirement of the final diesel vehicles - commuter buses.

G. Electric Bus Charging Station

The station is a fully integrated Electric bus charging station with a rate of charge output of 62.5 kWh. The chargers will be conjoined together to allow up to a rate of charge of 125 kWh ($62.5 \times 2 = 125$ kWh). It's operated and maintained by a third-party operator (currently ChargePoint but is subject to change during the course of the agreement) and is comprised of two (2) chargers and two (2) types of cable connectors (one for buses and one for light duty vehicles). The chargers include two (2) power modules which control the power in the unit and the rate of charge output. The two chargers are located at the south western corner of the lot (along N Johnson Ave). The two chargers were installed in Summer 2020. They can fuel up to two (2) electric buses a night with an average charge time of six (6) hours.

MTS and ChargePoint will be fully responsible for all operations, maintenance, and capital improvements of the Electric Charging Stations at the ECD. Training will be provided to Contractor by MTS and ChargePoint. Training shall include both standard operating procedures for charging buses as well as high voltage safety training. Contractor is responsible for safety training for all service and operating personnel related to the charging and handling of Electric buses.

Contractor will use the Electric Charging stations for charging MTS Electric buses only. MTS will pay for the electricity directly. No public charging will be permitted.

H. Key Site Facilities

The ECMF site consists of various site developments that are required to be maintained by the Contractor. Some of the maintenance activities are noted in sections below, however, the ECBMF has the following key site facilities:

- Drainage facilities including major CONTECH water quality vaults with filters – needs normal cleaning of inlets, cleanouts, and replacement of cartridges as needed.
- Underground storm water retention system – filters require inspection every few months
- Site Oil and Water Separator serving building and bus wash – Contractor to provide monthly maintenance.
- Bio-swales – Contractor to ensure they meet Storm Water requirements.
- Landscaping – Contractor responsible for all maintenance and minor repairs and minor plant replacement.
- Irrigation systems for frontage areas – Contractor responsible for all irrigation system functioning, minor repairs, and system operation. Valve replacement or other large components via annual facility improvement budget.
- Water Backflow Preventers – Contractor handles annual testing. Replacement or major repairs via annual facility improvement budget.
- Exterior Site Lighting Systems on Independent Poles and Buildings – Contractor handles minor repairs. Major lamp replacements or major repairs via annual Major Repairs and Facility Improvements budget (see **Section B.13.11** below).
- Trash Enclosure – Contractor will provide cleaning services and general maintenance.
- Site and Perimeter Fencing and Gates – repairs or damage as a result of Contractor use shall be at Contractor's expense.
- Retaining Walls and other structural walls – requires general cleaning only.
- Slurry Seal, Asphalt and Concrete Paving – add to Annual Major Repairs and Facility Improvements budget.
- Pavement Striping and Site Signage – add to annual Major Repairs and Facility Improvements budget.
- Site CCTV system – Contractor to provide on-going maintenance.

- PV System – Contractor shall wash panels quarterly or less depending on rainy season. Contractor shall hire a 3rd party for annual inspection.

All vehicles to be operated for the East County services shall be serviced and maintained at the ECD. The use of the ECD facility will be limited exclusively to operation and maintenance of vehicles and services provided under the Agreement.

I. Equipment

MTS owns equipment located at the both the South Bay and East County facilities. Equipment provided, and located on-site, is for use by the Contractor and is listed in the Asset Inventory (see [Attachment 5A](#)).

J. General Facilities (South Bay and East County Divisions)

MTS has scheduled facility occupancy and revenue service to begin **June 27, 2021**, for both operating and maintenance divisions. ***A transition plan will be more formally developed following contract award.*** While there are currently no plans for additional bus operating and maintenance facilities beyond what is shown in Attachment 3-A, MTS may expand service and acquire additional facilities to operate from in the future.

The following terms and conditions shall apply to the operation and occupancy of the facility provided by MTS to the Contractor:

Premises

- The facilities will be used during the term of this Agreement by the Contractor solely for the purpose of vehicle maintenance, offices, and vehicle storage facility expressly for MTS's contracted transit services. Contractor shall make no other use of the facilities without the written consent of MTS.
- As part of the provision of transit service, MTS shall furnish the facilities for Contractor's use during the term of this agreement.
- MTS will continue to own, and make improvements to the facilities over the term of this agreement.
- MTS shall work with the Contractor to ensure that any on-site construction will be conducted with as little disruption to transit operations as possible.
- The Contractor agrees to cooperate with MTS in accomplishing on-site construction projects.
- MTS shall be responsible for all payments regarding future capital improvements. MTS shall indemnify and hold harmless the Contractor from and against any and all obligations, including damages to persons and property, occurring as a result of construction of other improvements to the facilities undertaken by or in behalf of MTS, except for those obligations, including damages resulting from the negligence or misconduct of the contractor, its officers, employees, or agents.
- The Contractor shall not permit the facilities to be improved, developed, used, or occupied in any manner that would violate local, state, or federal law. Furthermore, the contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance, storage, handling, treatment, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal

or illegal, accidental or intentional) of hazardous or toxic substances, materials, or wastes regulated under local, state, or federal law.

- The Contractor shall not create or permit any condition that could be alleged to create a nuisance, public, private, or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous, or dangerous condition.
- The Contractor shall not allow any unauthorized person(s) onto the facility grounds at any time. An unauthorized person is anyone who is not an employee of MTS or Contractor and who has not been previously approved for facility access. Any guest(s) or person(s) wishing to contact or visit any contractor employee must first check in at the security gates or public access building lobbies for access. Guests may be required to show some form of identification, driver's license, or a vehicle license number/registration. MTS provides around-the-clock security service at the South Bay facility at a "security booth" located at the main gate. There are no security booths or staffing currently provided for the East County facility. **Proposer shall provide a detailed Security Plan for both ECD and SBD facilities in its proposal. All new security plans, and changes to existing plans, are subject to MTS approval.**
- If the Contractor desires certain tenant improvements for its own purposes, Contractor may make such improvements at its own expense upon advanced approval from MTS. Any such improvements will become the property of MTS at the conclusion of the contract.

K. Responsibilities

MTS Facility Responsibilities are as follows:

- Conduct environmental studies as necessary.
- Conduct a quarterly facility inspection.
- Conduct property appraisals, negotiations and all legal requirements related to property acquisition.
- Coordinate with the City of Chula Vista for South Bay Division and City of El Cajon for East County Division regarding future site development.
- Establish long-term facility plan including engineering and construction management of improvements.
- Review and approve any improvements to be performed by the Contractor.
- Pay all required property taxes (via reimbursement to Contractor for Contractor payments).
- Maintain facility in compliance with deferral NPDES program and Industrial Activities Storm Water General Permit (No Exposure Certification).
- Pay for the annual Storm Water Pollution Prevention Plan fees as a pass-through expense. (Contractor directly pays fees and test costs and MTS reimburses Contractor).

- Pay expenses that exceed the amount specified per year in **Section B.13.11** for major repairs and/or facility improvement costs associated with maintaining the facility in as good as condition received. These expenses are above and beyond the normal maintenance responsibilities of the Contractor.
- Provide Contractor heavy-duty portable bus lifts, in-ground and parallelogram lifts that are incorporated within the facilities.
- Conduct capital projects at the facilities with coordination with Contractor to upgrade or repair facilities.
- The gas detection system's major components, outside of routine replacement items, will be paid for by MTS as a pass-through expense. Any replacement of parts related to the diesel tank monitoring system shall also be the responsibility of MTS as a pass-through expense.
- Provide a building video surveillance system covering several areas of the lot, maintenance shops, and key critical areas of the site.
- Provide Contractor with a VOIP phone system.
- Pay all facility utility bills as follows:
 - SBMF & ECMF electricity and gas for all administration and maintenance buildings and facilities.
 - Responsible for paying all utilities associated with fueling or energizing revenue vehicles.

L. Contractor Facility Responsibilities are as follows:

- Provide property and facility insurance for sites owned by MTS (see Standard Conditions' insurance requirements for details).
- Arrange for and pay for a refuse disposal service that includes refuse removal and recycling.
- Waste Procedures/Requirements. Arrange for and pay for proper and regular cleanout of waste clarifiers and proper disposal of waste from clarifiers on a regular schedule. Contractor to insure hazardous waste from clarifiers is disposed of by subcontractor in accordance with all County of San Diego regulations. Arrange and pay for proper disposal of any waste oils generated by Contractor. File a Hazard Materials Business Plan with County of San Diego Environmental Health Department and update plan as required by County regulations. Secure appropriate state and county Hazardous Materials disposal permits (CAL EPA generator permit). Contractor shall stay up to date with changes in these requirements and meet all future federal, state, and local regulations through the life of the agreement.
- Building PMI Requirements. Maintain and provide preventative maintenance services (PMI) for all facilities including at a minimum buildings; heating, plumbing, ventilation and air-conditioning (HVAC); lifts, roll-up doors, access doors, safety equipment and systems; fire sprinkler system; all emergency back-up generators, CNG gas detection monitoring systems, diesel fuel system monitoring equipment, wash area recycle and water distribution equipment,

exterior building and site safety lighting, exterior and interior building video surveillance, bus wash facilities, landscaping; and irrigation, site lighting, site storm drain facilities, and other site facilities.

- Elevator Procedures/Requirements. Contractor shall enter into an elevator maintenance and service agreement, effective **June 27, 2021**, that covers all service preventative maintenance and safety inspections for the South Bay administration building elevator, the South Bay maintenance building elevator, and the East County maintenance and operations building elevator. Any preventative maintenance or inspections beyond what is included in the service agreement are the responsibility of the Contractor. Contractor shall comply with all state and federal requirements while operating and maintaining elevators and obtain all required permits.
- Lift Maintenance Procedures/Requirements. Contractor shall develop a detailed lift preventative maintenance program for the in-ground lifts, mobile column lifts, and the vertical parts lifts. Contractor shall engage a third-party service provider for the annual inspections of the lifts and for on-going repairs. Contractor shall utilize the third-party provider for more frequent inspections or have in-house staff that are fully trained and certified in lift maintenance procedures. At the start of the contract, Contractor shall provide a detailed lift maintenance inspection schedule and checklists. It is expected that the inspections may be on a daily, weekly, monthly, and quarterly basis to ensure lifts are properly working. Formal third-party inspections are required on an annual basis. MTS shall approve the Contractor lift preventative maintenance schedule, scope, program and inspections forms. Some of the lift equipment is covered under various warranties. Contractor shall work with MTS and vendors to ensure appropriate warranty service and coverage is arranged. MTS provides the heavy-duty portable mobile column lifts. These lifts have various ages. MTS strives to provide lifts that are no older than 10 years, however, cannot guarantee that lifts will be replaced on any schedule.
- Fire Extinguisher Procedures/Requirements. Contractor shall inspect fire extinguishers at least monthly. Fire extinguishers shall be subjected to maintenance annually or as defined in 19 CCR §574.1. Each fire extinguisher that has undergone annual maintenance shall have a Annual Maintenance tag attached in accordance with 19 CCR §596. Each extinguisher that has undergone maintenance, which includes internal examination or has been recharged, shall have a Verification of Service Collar attached in accordance with 19 CCR §596, with the exception of cartridge/ cylinder-operated fire extinguishers.
 - Low pressure – shall have hydrostatic test label affixed.
 - High pressure cylinders (i.e. CO2) passing a hydrostatic test – the month and year shall be stamped in accordance with the requirements set forth by D.O.T.
- Photovoltaic (PV) Procedures/Requirements. Contractor shall develop a detailed photovoltaic (PV) solar energy panel preventative maintenance program for the PV system installed at the 3650 (SBMF) maintenance building and the ECMF maintenance building. Contractor shall engage a third-party Contractor for inspections of the PV system (more frequent inspections when required) and for

on-going repairs and cleaning as required. Formal third-party inspections are required at least on an annual basis. MTS shall approve the Contractor PV system preventative maintenance schedule, scope, program and inspections forms. Some of the PV equipment is covered under various warranties. Contractor shall work with MTS and vendors to ensure appropriate warranty service and coverage is arranged. The Contractor may be required to provide MTS with monthly energy production details and pre and post inspection or maintenance details.

- Janitorial Procedures/Requirements. Contractor will use an in-house or subcontracted janitorial service for the facilities seven days a week. It is expected that the coverage shall be for all restroom facilities at South Bay and East County. It is expected that high-use areas such as drivers and mechanics restroom facilities which have around the clock operations would have janitorial services at multiple times throughout the day. In addition, janitorial services shall cover kitchen or break room areas as needed. All janitorial and cleaning services shall follow U.S. Leadership in Energy and Environmental Design (LEED) Green Cleaning principles. MTS shall require that either in-house or the subcontractor submit a form stating the certified equipment and cleaners they plan to use. This may include using a contractor that is qualified for Green Cleaning and use of Green Cleaning supplies. Green Cleaning would only apply to the 3650 South Bay Maintenance building and East County maintenance and administration building janitorial services and not to bus cleaning or other buildings.
- Regularly sweep paved surfaces and steam clean those areas that require ongoing cleaning, such as maintenance bays, and bus parking areas. If MTS determines these areas are unsafe due to lack of sweeping/steam cleaning, MTS may require Contractor to increase sweeping/steam cleaning efforts at any time. Weekly sweeping of all parking areas is a required storm water mitigation practice to remove trash, soils, surface contaminants, and other debris.
- Pay for any fire safety, CNG gas detection monitoring and diesel fuel monitoring system testing and permits. Maintain building gas detection systems including testing and replacement of any system components. Perform regular building gas detection equipment calibration every three months or as required per the manufacturer requirements. The gas detection system's major components, outside of routine replacement items, exceeding \$200 will be paid for by MTS as a pass-through expense.
- Implement Storm Water Pollution Prevention Plan (SWPPP). Contractor is responsible for maintaining "No Exposure" certification for the facility and submittal of reports to MTS for annual reporting to the State. Contractor shall implement all best management practices in regards to SWPP. These may include spill containment procedures, isolation of potentially contaminated fluids and components, site sweeping, and cleanout of storm drain inlets and water quality vaults as required. Major storm water quality vaults have filter cartridges that must be changed on an occasional basis at Contractor's cost. Contractor shall stay up to date with changes in these requirements and meet all future federal, state, and local regulations throughout the life of the agreement.
- Contractor is required to develop and implement a **Spill Prevention** Plan and have it certified as required by the appropriate local and state agencies.

Contractor shall stay up to date with changes in these requirements and meet all future federal, state, and local regulations throughout the life of the agreement.

- Maintenance and testing of standby generator systems for buildings including obtaining and updating permits as required. MTS currently pays the annual Air Pollution Control District Permits for each generator. Contractor is responsible for an on-going preventative maintenance program of the emergency generators via an MTS approved qualified third-party service provider. Contractor shall pay for all routine service and maintenance related to the emergency generators. Major costs, exceeding \$200, will be paid by MTS as a pass through cost. Contractor shall purchase diesel fuel for those emergency generators requiring diesel fuel.
- In the event of a system failure or shutdown, the Contractor shall contact Trillium directly and notify MTS immediately. It's imperative that the Contractor follow callout service guidelines for all emergency and non-emergency service interruptions.

M. South Bay Division

- 3650A Building Emergency Generator - Diesel Fuel - Contractor buys fuel and bills as pass-through to MTS.
- 3650 Maintenance building Emergency Generator is fueled with natural gas. MTS pays the natural gas directly.
- 3610/3620 Building Emergency Generator The emergency generator at 3610/3620 Main Street is fueled with natural gas and is paid by MTS directly.
- SBMF CNG Station Emergency Generator – Diesel Fuel - Contractor buys fuel and pass-through to MTS.
- SBMF Electric Charging Station – MTS pays for electricity directly.

N. East County Division

- 544 Vernon Main new building Emergency Generator – Diesel Fuel – Contractor buys fuel and bills as pass-through to MTS.
- CNG Station Emergency Generator – Diesel Fuel – Contractor buys fuel and bills as pass-through to MTS.
- Electric Charging Station – MTS pays for electricity directly.
- Maintenance and service of roll-up building doors by a qualified door service company.
- Maintenance and annual inspection of diesel fuel dispensers, pumps, and monitoring equipment related to the diesel fuel systems.
- Provide routine pest control service by a qualified and licensed service subcontractor for site, buildings, offices, and work areas.
- Contractor shall be responsible for any costs for loss or damage of Access Control Cards (HID) or damage to the facility security system caused by Contractor. The Contractor will have an HID printer available. Any routine

maintenance repairs exceeding \$200 will be the responsibility of MTS. Replacement of the printer will be MTS financial responsibility.

- Obtain the required permits for any tenant improvements.
- Contractor shall provide services for the ongoing maintenance of grounds landscaping and irrigation system at SBD and ECD facilities.
- Contractor shall conduct a monthly shop safety inspection at each facility. The completed inspection forms shall be sent to MTS each month and the Contractor shall address any outstanding items in a timely manner.

B.13.7.CONTRACTOR'S CONSTRUCTION OR REPAIRS

A. Improvements

Contractor may not demolish, remove, replace, or relocate any existing improvements or make new improvements without the prior written consent of MTS, provided Contractor is not then in default under any condition or provision of this agreement. All improvements constructed, and all work performed on facilities, shall be in accordance with all valid laws, ordinances, regulations, and orders of all federal, state, county, or local government agencies. Any permanent improvements made to facilities, property, or buildings shall remain as MTS's improvements and shall not be removed upon completion of the agreement.

All equipment purchased by Contractor for the maintenance shop must be used exclusively for the maintenance of equipment used in the performance of the Agreement. All shop equipment (installed and freestanding), tools (excluding mechanic personal tools), and hardware purchased or otherwise provided for the fulfillment of this Agreement shall become the property of MTS at the end of the agreement.

B. Repairs, Restoration, and Maintenance

At all times during the term of the agreement, Contractor shall, at Contractor's expense, keep and maintain all improvements on the Premises in as good a condition as received, normal wear excepted MTS, at MTS's expense, shall be responsible for capital replacement costs of roof, structural elements, diesel tanks, utility lines servicing the premises, water heater, and heating and air conditioning units. However, MTS has no obligation to make any capital replacement improvements.

Contractor shall be responsible for repairs and/or maintenance costs associated with maintaining the facility in as good as condition received, including, but not limited to, building structures, walls, doors, and building exterior and interior, air conditioning, heating, ventilation, plumbing, electrical, lighting, CNG gas detection system, diesel fuel system monitoring equipment, wash area recycle and water distribution equipment, etc., provided that work is performed with prior approval by MTS. Work conducted by Contractor without MTS advance approval shall not be covered under this section and Contractor will be responsible for payment. Contractor shall be responsible for maintenance and repair costs. **Major repairs and facility improvements** approved by MTS in advance shall be covered up to the following aggregate amounts (for SBD and ECD) beginning **July 1, 2021**.

East County and South Bay Divisions Combined

(Base Year 1):	July 1, 2021 – June 30, 2022	\$74,000
(Base Year 2):	July 1, 2022 – June 30, 2023	\$76,000
(Base Year 3):	July 1, 2023 – June 30, 2024	\$78,000
(Base Year 4):	July 1, 2024 – June 30, 2025	\$80,000
(Base Year 5):	July 1, 2025 – June 30, 2026	\$82,000
(Base Year 6):	July 1, 2026 – June 30, 2027	\$84,000
(Option Yr I – Year 7):	July 1, 2027 – June 30, 2028	\$86,000
Year 8):	July 1, 2028 – June 30, 2029	\$88,000
(Option Yr II – Year 9):	July 1, 2029 – June 30, 2030	\$90,000
Year 10):	July 1, 2030 – June 30, 2031	\$92,000

At the end of each Fiscal Year (FY), a formal accounting shall be done by Contractor and MTS for each East County and South Bay Divisions with review of all advance approvals, documented costs, and repairs.

C. Regular Service Preventative Maintenance Plans

Contractor shall perform all preventative maintenance and regular servicing work described below in order for the licensed facility to be a clean, sanitary, and safe environment. **(Items 1 through 7 below and other preventative maintenance and repairs are not to be included in the above facility improvements budget.)**

1. Janitorial services (reference **B.13.10, Section L**) for restroom and cleanup of administrative offices. Minimum twice per day five days per week service by private subcontract or maintenance staff (not included in the required bus maintenance staff FTE). Restrooms serving drivers and mechanics shall be cleaned throughout the 24 hours period suggested at least 3 to 5 times per every 24 hours seven days per week. Administrative areas shall be cleaned daily (Monday through Friday). Floors should be waxed monthly.
2. Landscaping: Contractor shall employ qualified Contractor staffing or landscaper/landscaping company to provide regular landscape maintenance of appropriate areas. To include minor tree trimming, shrub trimming, lawn cutting, sprinkler system maintenance and repair, trash pickup, and gutter/storm drain cleanouts. Routine tree trimming of large trees on facilities site shall be arranged by Contractor and expenses for such tree trimming service shall be passed through to MTS. Landscaping shall be carried out to a level to maintain all plantings and irrigation in a high level of performance. Landscaping services shall consist of at least the following minimum requirements:
 - Fertilizing of all plant materials on a routine program;
 - Trimming and thinning of plants on a regular program;
 - Cleanup of trash and other debris from the site or frontage;
 - Extra watering as needed for various plants;
 - Replanting of various plants as needed and identified throughout the year;
 - Irrigation controls: adjust time clocks and zone times for sufficient watering;

- Maintenance of the irrigation system, including: valves, piping, irrigation heads, and other related irrigation system infrastructure;
 - Contractor has the option to subcontract landscape services. If so, subcontractor must meet the landscaping standard defined by MTS. This may include but is not limited to, keeping landscaping areas free of weeds, litter, dead plants, etc.
3. Lot clean-up and sweeping. Contractor shall employ a sweeping service to sweep regularly (at least once per week) the entire parking lot, surface areas, and driveways free of dirt, debris, and trash. Contractor shall daily patrol the parking lots and pick-up trash and any oils from surfaces. Oil absorbent materials shall be used to pick-up spilt oil or dripped oil from buses.
 4. Bus maintenance shops and storage facilities shall be cleaned on a daily basis, including floors, wash and steam clean areas, work areas and storerooms. Contractor shall ensure the entire facility is free of freestanding water, oil, grease, fluids, trash, rags, boxes, etc. This will require immediate cleanup of all fluids and daily cleanup of all other items. Contractor shall use floor scrubbers and/or steam cleaning equipment to regularly maintain the shop, although, other areas may require more frequent cleaning or high temperature pressure washing. MTS shall inspect the shops frequently to assess the cleanliness and safety of the facilities.
 5. Site fencing and gates shall be maintained by Contractor at all times. MTS shall be responsible for any damages as a result of MTS construction projects. Contractor shall be responsible for all other damages.
 6. Contractor shall be responsible for any chemical oil or fuel spills on the property and in the shop areas. Any chemical oil or fuel spills shall be cleaned immediately. Appropriate material shall be used for cleanup and proper disposal procedures shall be followed. Contractor shall follow all legal and regulatory processes for the cleanup and disposal of any hazardous materials. This includes, but is not limited to, ensuring worker safety, preventing storm drain, soil, and groundwater contamination, minimizing air pollutant emissions, and using appropriately marked disposal receptacles for hazardous waste and used cleanup supplies. Contractor shall also have a written hazardous materials safety and clean-up plan, distributed to employees. Contractor shall stay up to date with changes in these requirements and meet all future federal, state, and local regulations through the life of the agreement.
 7. Clarifiers shall be maintained by Contractor at Contractor's expense. Clarifiers on site shall be regularly emptied and cleaned by a qualified service company with proper and appropriate permits for disposal of any oil or sludge-type products removed from clarifiers. Clarifiers must be emptied no less than twice per year; however, some may require more frequency.

B.13.8.GENERAL FACILITY TERMS

Compliance

If Contractor fails to comply with the obligations assumed by Contractor herein and Contractor does not correct such noncompliance within three (3) days of written notice, MTS may take whatever action is necessary. Contractor shall reimburse MTS for all costs (including, but not limited to, consulting, engineering, clean-up, containment, disposal, and legal costs) incurred by

MTS as a result of Contractor's failure to comply with the foregoing obligations assumed by Contractor and also such costs as maybe incurred by MTS in abating or protecting against Harmful Conditions and/or a violation of Standards.

A. Representations

MTS makes no warranties or representations of any kind concerning the use, suitability, or fitness of the premises or of available land use of the premises.

B. Safety Training

Contractor shall provide general, fire safety, CNG gas detection, and high voltage training to all personnel that have access or use of the site. MTS will assist in providing materials related to the CNG building gas detection system.

C. Relocation

Contractor agrees to waive any claims against MTS for relocation benefits pursuant to federal, state, or local laws.

D. Mechanics' Liens

Contractor agrees to keep said premises free and clear of liens for labor, services, materials, supplies, or equipment performed on or furnished to said premises.

E. Facility Access

Contractor shall allow MTS or MTS's designated agents to enter, inspect, repair, or for any other reason, visit this property and facility at any time. MTS agrees to do so in a manner that is not disruptive or intrusive, and does not violate any legal rights of privacy held by Contractor or its employees.

F. Property Taxes

Contractor recognizes and agrees that this agreement may create a possessory interest subject to property taxation and that Contractor may be subject to the payment of taxes levied on such interest and that Contractor shall pay all such possessory interest taxes. If Contractor pays taxes before delinquency, MTS may reimburse Contractor such expense identified as a pass-through expense. If Contractor fails to pay taxes, prior to a delinquency, Contractor may not be reimbursed by MTS for any taxes.

G. Utilities

MTS and the Contractor pay various utility bills as follows:

South Bay Division Maintenance Facility	
Item	Responsibility
Electric/Gas (SDG&E) 3610/3620, 3650, 3650A, CNG Stations	MTS
Water (SWA) 3610, 3620, 3650, 3650A, Irrigation meters	MTS
Sewer (City of CV) 3610, 3620, 3650, 3650A	MTS
Telephone/Communication (Site) VOIP/Fiber	MTS
Cable/TV	Contractor
Internet Services (Excluding MTS IT services)	Contractor

<u>East County Division Maintenance Facility</u>	
Item	Responsibility
Electric/Gas (SDG&E) 544 Vernon Way, CNG Stations	MTS
Water/Sewer (Helix/El Cajon) all buildings	MTS
Telephone/Communication (Site) VOIP/Fiber	MTS
Cable/TV	Contractor
Internet Services (Excluding MTS IT services)	Contractor

To ensure the efficient use of MTS-paid commodities, MTS will track utility use and invoices monthly. Contractor will be required to submit a Commodity Conservation Plan with its proposal that shows what the Contractors will do to ensure the most efficient use of resources and the least amount of waste. MTS will evaluate this plan during proposal reviews and will monitor the plan monthly for compliance during performance.

Facility Preventative Maintenance Plan

The following table below is an example of specific preventative maintenance items required for the South Bay Division and each item's frequency. **This list is not comprehensive, and Contractor should provide final comprehensive list to MTS for all MTS-owned facilities in its Facilities Maintenance Plan.** Contractor is also required to complete all other facility maintenance as outlined elsewhere in this Agreement.

<u>Facility Maintenance Plan - South Bay Division</u>		
Maintenance Item	Name of Existing Provider	Frequency
Parking Lot Sweeping	Day & Night Power Sweeping	Weekly
Bus Radios/Phones	Sprint Communications	Monthly
Hazardous Waste	Asbury Environmental & Safety Clean Inc.	As Needed
Overhead Maintenance Doors	Vortex San Diego	Semi-annually
Air Compressor	Air Vac Systems	Quarterly
HVAC and Related Systems	West CPM – Heating & Air Conditioning	Bi-Monthly
Pest Control (Building & Bus)	Adios Pest Control	Building-quarterly/ Buses-bi-monthly
Video Surveillance System (Building)	Contractor	Bi-Annual
Generator Sets	Bay Cities	Bi-Annual
Fire Alarm Monitoring	Simplex	Annual Contract
CNG Monitoring	Sierra Monitoring	As Needed
Clarifiers	Asbury Environmental & Safety Clean	Quarterly
Electricity Maintenance	San Diego Electric Works	As Needed
Back-flow Prevention – Cert.	Pro-link Engineering	Annually
Landscape Maintenance	Contractor	Three times per week
Bus Wash & Steam Cleaning	Hotsy	As Needed
Plumbing Maintenance	ARS Plumbing	As Needed

Fire Extinguisher Maintenance	Airgas	Annually
Building Janitorial	Oscar's Janitorial	Restrooms and dispatch 2x daily/ Administrative Offices daily/ Floors waxed monthly
Vehicle Fire Suppression Cert.	Fire Master	Annual
Mobile Column Bus Lifts	SEFAC	Per manufacturer specifications
In-ground Bus Lifts – South Bay	Petersen Hydraulics	Per manufacturer specifications
In-ground Bus Lifts – East County	Rotary	Per manufacturer specifications
Bus Wash – South Bay	Petersen Hydraulics / Ross and White	Per manufacturer specifications
Bus Wash – East County	Interclean	Per manufacturer specifications
Chassis Wash Equipment	Ramtec; Rotary	Per manufacturer specifications

B.14 ADVANCED TECHNOLOGIES / INFORMATION SYSTEMS (IT)**Overview**

This section outlines specific details related to the Contractors responsibilities administering, maintaining and utilizing advanced technologies. MTS continues to invest in technologies that will improve the way we provide service to our customers and gather quantifiable information on our bus operation. MTS must report accurate quantifiable information to local, state, and federal agencies in a timely manner. Contractors systems may need to be adapted to new local, state or federal mandates. MTS understands that many technologies that are present during the start of this contract and listed within this section may become outdated or obsolete through the life of this contract. As such, the Contractor shall take into consideration these potential changes that may require new, added or reduced levels of support or use through the life of this contract.

The Contractor agrees to meet or exceed requirements listed in Attachment 7 - MTS's Information Security and Technology Policy V1.

B.14.1. SYSTEMS HARDWARE, SOFTWARE, AND EQUIPMENT

MTS has invested in a variety of hardware and software systems that the Contractor will be required to use and maintain. These systems are designed to help improve service provision directly and indirectly. The Contractor will be required to provide necessary and routine monitoring of all designated MTS hardware and software systems and provide first-line administrative support under the direction of MTS staff. MTS may require the Contractor to use and maintain systems that are not otherwise mentioned in the contract. Contractor will not be responsible for any additional costs, beyond what has been proposed, for these types of future unknown systems.

The Contractor shall be responsible for moving technical equipment around between vehicles upon MTS request, including all wiring and hardware. Examples of this would include: Camera systems, RTMS systems, revenue equipment (DCUs, fareboxes, validators, etc.). These activities would mostly happen during transfers from retired to new vehicles but there may be cases where this is required infrequently for other unforeseen events. See Section B.7 (Revenue Equipment and Collection Procedures) and Section B.8 (Bus and Fleet Maintenance) for more specific details related to maintenance and hardware relocation or transfer.

The Contractor shall assume liability for moving, repairing, and/or replacing any piece of equipment and hardware on any MTS bus or on MTS property damaged by the Contractor or its subcontractors. Contractor is responsible, at all times, for keeping appropriate inventory records and for reporting losses or theft of MTS equipment and hardware to MTS as soon as the Contractor becomes aware of the loss or theft.

MTS will configure all equipment settings for the programs listed below. Once configured, only authorized representatives of MTS shall make changes to the equipment settings unless otherwise approved by the MTS in writing.

A. Authorized Representatives/ Information Technology Group

MTS operates and supports Bus and Trolley services 24/7 days a week. As such, dedicated IT professional(s) shall be available locally (within San Diego County) to maintain systems and software 24/7 to support MTS in the case of a failure in any system or application that is deemed to be of such importance as to cause a shutdown of MTS operations. MTS requires that all issues, as described below, be logged and ticketed.

The Contractor shall submit resumes for key positions within its Information Technology (IT) Group. Resumes shall indicate sufficient evidence that the proposed personnel carry the qualifications and experience to fulfill the duties assigned.

Additionally, MTS reserves the right to interview prospective candidates or subcontractors for roles in the Contractor's IT Group where MTS systems, equipment, or software are concerned.

Candidates for IT positions and proposed sub-contractors shall have been certified in one or all of the following technologies:

- Microsoft Certified Solutions Expert (MCSE)
- Microsoft Certified IT Professional (MCITP)
- Cisco Certified Network Associate (CCNA)
- Fare box Technology
- Apollo (On-Board CCTV)
- Aviligon Control Center (CCTV)
- Aviligon Control Manager (Facility Access)

At all times, within the Contractor's IT Group, the Contractor shall have the skills necessary to:

- Perform analysis on software and hardware to determine the root cause of any system failure.
- Perform network analysis to troubleshoot speed and other performance issues related to wired and wireless networking.
- Change any component of any system down to the motherboard.
- Install and configure all operating system and applications software installed Contractor workstations.
- Perform analysis on radios and other radio related equipment at bus terminals, garages, and on buses.
- Perform analysis and troubleshooting on wired and wireless networks.

B. IT Support Service Level Agreement (SLA)

The Contractor shall provide 24/7 IT support for all MTS supplied technology as follows. Initial response is defined by MTS after the incident has been logged.

Tier 1: Critical Priority Incident

The problem results in extremely serious interruptions to the operation of transit services or governmental reporting. It has affected, or could affect, the entire service. Tasks that should be executed immediately cannot be executed because of a crash of the system or interruptions in main functions of the system. Issue can result in financial losses to either MTS and/or the Contractor as data integrity is compromised and the service request requires immediate processing.

- 10-minute telephone response
- 30-minute remote management
- 2-hour onsite responses for critical priority issues

Tier 2: Urgent Priority Incident

The problem results in serious interruptions to normal operations, will negatively impact a system-wide installation, or urgent deadlines are at risk. Important tasks cannot be performed, but the error does not impair essential transit operations. Processing can still continue in a restricted manner, and data integrity may be at risk. In a pre-production environment, the problem hinders deployment of an enterprise installation. In a desktop application, meeting urgent project deadlines that have a financial impact are at risk. The service request requires timely processing, because the malfunction could cause serious interruptions to critical processes or negatively impact business.

- 20-minute phone response
- 45-minute remote management
- 4-hour onsite responses for urgent priority issues

Tier 3: Essential Priority Incident

The issue causes interruptions in normal operations. It does not prevent operation of the transit system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the software or hardware. The issue will affect deadlines.

- 1-hour phone response
- 2-hour remote management
- 24-hour onsite response for essential priority issues

For Tier 1 and Tier 2 Issues the Contractor will provide MTS an After-Action Report (AAR) with 48 hours (see [Sample – Attachment 8](#)). The AAR is the document that summarizes key information related to the incident and this format is used by MTS IT. The goal of the AAR is to provide an overview of performance related to the incident while highlighting areas of strength and areas for improvement.

All AARs must include the following sections:

1) Summary

- a) Incident Description;
- b) Date and Time of Incident;
- c) Duration of Incident;
- d) Report Author(s).

2) Incident Timeline

- a) Detailed timeline of sequence of events and actions taken by all involved in incident.

3) Lessons Learned and Actions Taken

- a) Evaluation of incident, what can be done to minimize risk of recurrence, identify hazards, summary of what went well and areas of improvement.

C. Current and NextGen Transit Operation Software/Hardware

Please reference **Section B.7 (Revenue Equipment and Collection Procedures)** for more details on existing fare systems and MTS's plans for its NextGen system.

1. Automatic Passenger Counters (APC)

Automatic Passenger Counters (APC) counts the number of passengers that board an MTS bus for correlation between actual passenger count and collected fares. This data is uploaded to the garage computer nightly for transmission to MTS data collection systems.

MTS shall provide all equipment necessary for the APC including but not limited to a garage PC/server with firewall, Wi-Fi access point, UPS power supply, and network switch.

MTS shall control the Contractor's access to this data.

2. Regional Transit Management System (RTMS)

The Regional Transit Management System (RTMS) is a CAD/AVL dispatching system combined with voice radios that allow the Contractor to track, supervise, and communicate with its vehicles. RTMS capabilities include:

- AVL/GPS
- APC
- Radio Communications
- Automated Stop Announcements
- Automated Destination Sign Control

MTS will provide third-party maintenance for RTMS equipment and software. However, the Contractor shall provide first-line troubleshooting support by way of Maintenance/Communications Technicians. MTS will provide for training for the Communication Technicians which will allow them to troubleshoot system problems and do basic hardware swap outs. The Contractor will be responsible for opening cases with the third-party company for maintenance, including notifying the MTS RTMS Manager of all defects.

The regional dispatch center for RTMS communications is located at MTS IAD. The Contractor will be required to provide the necessary staffing levels at this location to manage RTMS's communication and dispatching requirements covering South Bay, East County, Bus Rapid Transit (BRT) and Commuter Express service areas.

3. Radios

MTS's Rural Bus service will be utilizing the RCS radio network and radio system for communication. Unique to the rest of MTS's fixed route services, which are more urban in nature, Rural routes provide service to some of San Diego's more geographically remote areas, requiring the use of RCS networks. MTS will maintain all fees associated with this service. Dispatching for RCS will be conducted out of the East County Bus Maintenance Facility. At some time over the life of this contract, MTS may elect to transition these buses communication system over to RTMS. Should this happen, MTS will hire a third-party Contractor to perform the installation or MTS will reimburse the Contractor for time and materials of performing the installations directly.

4. Digital On-Board Video Surveillance Systems (OBVSS)

The digital video system records video on every bus for safety and security. MTS utilizes Apollo Video Technology for on-board video surveillance. This data is uploaded to the garage computer for transmission directly to MTS's network. MTS is the owner of all video footage. Accessing MTS's network requires access privileges, signed and approved by MTS. MTS requires that the Contractor limit the number of staff with access to MTS's network to MTS approved staff only. All Contractor requests for access will be vetted by MTS's contract management staff. The Contractor may use recorded video footage for operator disciplinary practices. At no time is the Contractor permitted to release any video footage captured by MTS owned technology to the general public, media outlets or public safety officers without prior written authorization from MTS.

5. Facility Access

MTS utilizes Avigilon Control Manager (ACM), a browser-based solution to provide access to MTS facilities, gates and doors. MTS will provide Contractor the equipment to print Identification (ID) cards on-site and will provide access to Contractor designated staff to create ID cards. Once configured, only authorized representatives of MTS shall make changes to the equipment settings unless otherwise approved by the MTS in writing. MTS uses a proprietary MTS only encrypted ID card. Refer to Section B.3, item 23 for additional details.

6. Other MTS Applications**a. Urbiplan Alerts**

MTS utilizes Urbiplan Alerts, an online application designed to broadcast transit alerts. MTS will provide the vendor login(s) so that they can enter information directly. Information will be entered for stop, route, and system alerts for events, detours, construction, or any other events that affect the service. Contractor shall enter alerts directly into the system prior to an event for planning purposes, or at the time of an event if there is only a last-minute notification. The Urbiplan Alerts system is used by both Contractor and MTS employees and entries must be professional and accurate. Everyone who has access to the system will see the alerts entered by staff of both agencies. MTS will designate who from the Contractor staff will be able to access the system. MTS will provide

Contractor a training document that will assist them in becoming familiar in the use of the system.

b. Customer Complaints & Lost and Found

MTS utilizes SAP Customer Relationship Management (CRM) application to manage both Customer Complaints & Lost of Found. Contractor shall respond to all customer service complaints using this application.

Lost and Found items must be stored and controlled at each yard where they were received. Customer service phone numbers at each yard will be used for Lost and Found items. MTS incorporates all lost items found onboard buses into the CRM application. MTS will provide Contractor with all appropriate access to use the system.

SAP CRM is a Web-based application that can be accessed from any personal computer with Internet access. Training will be provided by MTS staff and protocols will be detailed prior to contract start up.

D. Software

It is critical that Contractor workstations are compatible with MTS Systems at all times. MTS requires that all systems use current software levels and are patched and updated as patches and software updates are released.

All Contractor systems that interface, interact, and/or are located on MTS property shall have at a minimum:

- Windows 10 or later
- Microsoft Office 2019 or newer
- Anti-virus software
- Anti-malware software
- Internet Access
- MTS will utilize Citrix to provide the Contractor access to MTS applications. MTS staff will initially configure all Citrix software settings.
- Contractor is responsible for the day-to-day operations and management of Contractor computers.
- Contractor is responsible for ensuring that all contractor computers and patched and updated in a timely manner.

E. Software Integration

The Contractor shall ensure that any third-party software used by Contractor integrates with little or no effort on the part of MTS. Contractor shall provide an integration plan for any third-party software they are planning to integrate with MTS systems. Contractor shall provide a thorough testing plan for any third-party software to be integrated in to any MTS system or any Contractor system that interfaces with an MTS system.

All testing shall be performed in a non-production environment before implementation into the production MTS system.

F. Software Upgrades

Desktop-related software upgrades are the responsibility of Contractor. The Contractor shall create and publish an upgrade/patch schedule for operating system patches, virus, malware and other applications upgrades as they occur.

System patches and upgrades shall be carried out during non-business hours to lessen the impact on MTS Operations.

G. Software Licenses

The Contractor shall be able provide on demand a comprehensive list of all software and associated license keys or serial numbers for any applications that are installed on any equipment interfacing or interacting with MTS systems. The Contractor shall not use any unlicensed software. The Contractor shall not install any freeware, shareware, or open source software without the express written permission of the MTS IT Department.

B.14.2.DATA

Data reporting requirements can be found in **Section B.15 (Data Reporting and Requirements)** for details.

A. Data Retention

Reference **Section B.15 (Data Reporting and Requirements)**.

B. Data Transfer***Data Dictionary***

- The Contractor shall provide a data dictionary for all data provided to MTS from any third-party application used to report on or analyze MTS data.

Documentation

- Contractor shall provide detailed documentation including entity relationship diagrams (ERD), data flow diagrams, network diagrams, and workflow diagrams.

Format & Data Transfer Intervals

- Data from third-party applications or any other applications that Contractor uses to manage operations for MTS shall be provided to MTS for data verification purposes.
- Data feeds shall be transmitted weekly to MTS during non-business hours. The data feed shall be transmitted using extensible markup language (XML).
- Data shall be transmitted during non-peak hours to lighten the load on operational systems.

Reporting

- Reference Section B.15 (Data Reporting and Requirements).

B.14.3.NETWORK**A. EMAIL**

The Contractor shall maintain active and separate Internet e-mail accounts for all key management employees as well as any technicians, clerks, and office staff where necessary. These e-mail accounts must remain active throughout the Agreement, including optional terms, if any are exercised.

B. Network Security

Contractor shall not install any unapproved software on any MTS system or any Contractor system that interfaces or communicates with any MTS system.

MTS will initially configure all network settings (wired and wireless) to conform to MTS's network security policy (Attachment 7). Once configured, only authorized representatives of MTS shall make changes to the network configuration settings.

Only MTS devices and MTS-approved devices may be connected to the MTS network or any network that connects to an MTS device or network. No personal electronic devices (laptops, tablets, or any other mobile device) shall be allowed.

C. Internet

For speedy transmissions of reports, documentation, and other communications between MTS and Contractor, the Contractor shall provide Internet access for using e-mail and transmitting documents in any of the applications including Microsoft Office (Word, PowerPoint, Excel, and Access), Adobe PDF, Adobe Professional, or any other commonly used file formats for exchanging information.

Should any electronic service fail, it should be promptly repaired according to the established Service Level Agreement (SLA).

Contractor shall adhere to the acceptable use policies of MTS for the use of computers and the Internet at all MTS facilities and Contractor facilities where Contractor systems interface with MTS systems.

D. Connectivity

The Contractor shall ensure that all MTS systems and any systems that interface with MTS systems remain connected to the local area network (LAN) at all times.

B.15 DATA COLLECTION AND REPORTING REQUIREMENTS

This section outlines specific details related to routine Contractor reporting requirements and data collection responsibilities. In addition to the requirements listed below, it is critical that the Contractor follow all guidelines as they relate to all local, state and federal reporting requirements. The Contractor should reasonably expect that some reporting requirements will change over the life of this contract. The Contractor will be subject to any changes in reporting requirements by MTS.

B.15.1.OVERVIEW - DATA REPORTING AND COLLECTION

All data provided by the Contractor to MTS will be certified by the Contractor as being complete and accurate. Contractor shall collect all data pertaining to operating the system, and provide MTS with the required information in formats approved by MTS, within the required submittal deadlines. Although there are no plans at this time, the Contractor should assume that there will be new data reporting requirements associated with ZEB operations. MTS will expect the Contractor to be responsive to these new reporting needs.

Information and reporting will be required in accordance with the Uniform Accounting and Reporting Elements (FARE) under the Urban Mass Transportation Act of 1964 (as amended), the California Public Utilities Code, the California Administrative Code, the Transportation Development Act, the National Transit Database (NTD), and Fixing America's Surface Transportation Act (FAST Act).

Contractor shall utilize formats required by MTS. Contractor shall be responsible for printing hard copies upon requests of all report forms required under the agreement. Much of the data will be submitted to MTS in electronic format, and/or be made available via on-line/shared database formats as detailed in [Attachment 6 \(Required Reports\)](#). The Contractor may be required to add reporting requirements and generate new reports upon request from MTS.

MTS has the right to all recorded data related to MTS system. The Contractor shall provide regular data replication of all data pertaining to MTS systems, vehicles, operations, videos and maintenance records. The Contractor must comply with MTS's and all record retention law requirements.

The Contractor shall also provide any data generated or stored by a third-party application for the contractor's own reporting purposes.

In addition to the detailed reports outlined below, [Attachment 6 \(Required Reports\)](#) provides a list of required reports to be routinely provided to or readily available for MTS upon request. MTS must approve final format at which reporting data is presented.

1. Daily and Routine Reporting Requirements

Radio and Window Dispatching Required Documentation. The RTMS system operators shall maintain Daily Activity Logs in an on-line database format (TransTrack or other approved) to log in at a minimum, the following:

- Exceptional operational data, such as accident reports, security incidents, driver incidents, major traffic incidents affecting bus operations, mechanical issues, bus switches, detours, and other relevant information.
- All wheelchair boarding and alighting locations, routes and times, and any incidents of failed lifts or ramps, failure to board due to full tie-down positions, or other related incidents.

- Missed service (including bus no., route, miles, and hours affected).
- Mechanical failures (with assistance from the maintenance department).
- Standby deployment and utilization tracking, including but not limited to: standby location, deployment reason, route covered, hours, and time of day.
- Provide weekly standby utilization report.
- Provide weekly missed trips report.
- Provide weekly road supervision coverage report.

A Daily Operations Report shall be emailed to MTS contract management staff Monday through Friday (on work days) from each division of operation no later than 8:00 a.m. each day. All weekend information must be provided on the Monday morning report. This shall include but not be limited to:

- Previous Day PM Operator Coverage
- Current AM Operator Coverage
- Previous Day Incidents
- Rapid Bus Assignments
- Extra Service Assignments
- Supervisor Schedule/Coverage
- Standby Assignments
- Operator Attendance and number of call back operators driving
- Number of runs covered by extra board or call back operators

A Daily Vehicle Status Report shall be emailed to MTS's contract management staff every Monday through Friday (on work days) by no later than 8:00 a.m. This report shall reflect the current status of all revenue vehicles (e.g. PMIs, major engine and transmission work, long term body work, etc.). All vehicles that are out of service shall also be noted on the report.

MTS may require the Contractor to provide daily reports that are not yet defined in this Contract at the time of issuance.

2. Weekly Reporting Requirements

A weekly report shall be submitted identifying vehicles that have been down for more than ten (10) days. This report shall be submitted each Monday by 8:00 a.m.

MTS may require the Contractor to provide weekly reports that are not yet defined in this Contract at the time of issuance.

3. Monthly and Other Reporting Requirements

The Contractor shall send an electronic and hard copy invoice to MTS no later than the eight (8th) day of the following calendar month, to include but not be limited to:

- A Signed Monthly Invoice detailed page (The Invoice)
- Revenue Service Mile per Hour Escalator/De-Escalator Monthly Calculation
- Missed – Added trips Report
- Bonus or Penalty
- Transnet II – Pass Through Expenses
- General Pass Through Expenses – by Division
- Engines and Transmissions – South Bay, Rapid and East County
- Rural Bus Gasoline
- Station Maintenance – Manpower, Fuel and Utility
- Stop Technician – hours and rate
- SB Staffing Levels
- EC Staffing Levels
- Monthly Trip Completed by Service Type
- Employee Expanded Pay Hours by Service Type
- Monthly Service Reconcile Report by Route:
 - Revenue Miles
 - Revenue Hours

On a monthly basis, the Contractor shall submit a report identifying vehicles that have been down for more than 15 days. This report shall be submitted by the first Monday of each month.

The Contractor shall submit a monthly maintenance report for both SBD and ECD facilities to MTS no later than the eight (8th) day of the following month to include, but not be limited to:

- Division Summary Report
- Vehicle Mileage Report
 - Monthly Miles
 - Bus Life Miles
 - Total Miles
 - Revenue Vehicle Fuel/Energy Usage Report
- Roadcalls
- Bus washing/cleaning report.
- Detail

- Graffiti removal costs
 - Window repairs
 - Seat replacement
 - Other
 - Stop Tech monthly hours
 - Station Maintenance (power washing) details
 - Proof of purchase (receipts) – fuel
 - Engine and Transmission Support/Invoices
 - Vehicle PMI history / schedule

The Contractor shall conduct a shop safety inspection for both the SBD and the ECD monthly. The Contractor shall provide MTS a copy of the inspection signed and dated by the designated Facilities Manager.

Contractor shall complete a monthly summary report. This report will include the following route data: actual revenue miles (“revenue miles”), actual bus miles (“total miles”), number of vehicle service hours (“revenue hours”), actual vehicle hours (“total hours”), missed trip occurrences, missed trip mileage, and all totals. The preceding categories must also be provided and broken down into weekday, Saturday, and Sunday data.

Reports will also include the following system data: on bus hours, duty hours, expanded driver pay hours, passenger incidents/accidents, vehicle collisions/accidents, mechanical failure information, security data, non-revenue vehicle miles and hours and wheelchair ramp use. Monthly summary reports shall be submitted by Contractor to MTS prior to the eighth (8th) day of the following calendar month. Spreadsheets used by the Contractor to tally Monthly Summary Reports shall be submitted to the MTS.

Contractor shall be required to utilize and maintain an on-line software package (such as Transtrack) that is set up to provide data directly to MTS for data compilation on a daily basis. Generalized information for this data compilation system is provided in this section. This system will be in a database format, and will provide many data elements, including the following areas, plus additional items:

- Revenue and total miles by route and block
- Revenue and total hours by route and block
- Road calls
- Accidents
- Missed service miles and hours

Contractor shall provide other maintenance, dispatching, and operations logs and reports on spreadsheets (MS Office applications) in electronic or paper format as requested by the MTS.

On a monthly basis, the Contractor shall submit a report identifying all separated employees and confirmation that all HID cards and employee dependent cards have been collected and/or turned off. Refer to Section B.3, item 23 for more details.

MTS will occasionally distribute surveys to drivers and passengers in an effort to collect more specific information.

MTS may require the Contractor to provide monthly reports that are not yet defined in this Contract at the time of issuance.

4. Safety and Security Reporting

Contractor shall submit no later than the eight (8th) day of the following month, documentation of all safety- and system security-related incidents on the appropriate formats to MTS in accordance with MTS, Federal Transit Administration (FTA), or Transportation Security Administration (TSA) requirements.

Contractor shall notify MTS immediately, as specified in the Incident Action Plan, of any accident or incident that can affect standard service operation. Minor incidents and accidents may be addressed by Road/Field Supervisors, however the Contractor shall ensure that pertinent management staff respond in person to any emergency or accident involving extensive property damage, passenger injuries, fatalities, or as requested by MTS during or after the operational hours of the system. Emergencies or incidents involving media coverage, major disruptions in service, major property damage, physical/violent assault on a driver or passenger, a fatality, major or multiple injuries, an explosion or fire, threats, major labor disputes, or natural disasters with a significant impact must be reported to MTS management staff immediately upon occurrence. All drivers and operations personnel must be trained in proper procedures for notifying Contractor and/or MTS in the event of an emergency. Contractor will be given a protocol list of MTS staff to contact in cases of emergency involving accidents and/or incidents.

Contractor will also develop emergency procedures to respond to threats of terrorism. The procedures will be submitted to the MTS for review and approval. Contractor must immediately notify MTS of any suspicious behavior by passengers or suspicious looking packages.

Contractor will be required to report any and all incidents on a Transit Safety and Security Reporting Incident Form. Contractor will be required to report, review video, investigate, track and address all accidents, injuries and collisions, whether an injury or damage occurs and/or claimed. Contractor will provide monthly reports of Preventable and Non-Preventable collisions, Unsafe Acts. Contractor shall also report Non-Major (S&S 40) and NTD Major (S&S50) events as well as the cost of damage of the latter. Contractor will track trends in Preventable collisions, identify hotspots, behaviors, and contributing factors, in order to mitigate the recurrence of Preventable accidents, reduce Preventable Accident rates, and meet MTS Preventable Accident per 100K mi KPI goals.

5. Incident Reporting Requirements

The Contractor is required to follow all incident communication protocols established by MTS and as outlined in the **Operating Standards Section** and what is detailed below:

MTS has centralized its revenue service communication procedure around a third-party cloud-based collaboration tool, to better streamline critical notifications. The utilization of

this tool eliminates unnecessary conversations and subsequent confusion. Notifications are commonly initiated by Contractor radio communication supervisor positioned at IAD and typically fall into one of these categories: General Alerts, Level 2 Alerts, or Level 3 Alerts.

- *General alerts* are not specific to any Level. They typically alert management of minor delays in service. These notices are entered into the daily log for review by MTS.
- *Level 2 alerts* typically involve minor injury, moderate damage, or major delays in service. These alerts are informational and typically do not require a response from MTS.
- *Level 3 alerts* typically involve presence of media, assault, major injury/fatality, major damage, major service disruptions, fire/bomb threats, or active shooters. These events may require MTS Public Relations to get involved and typically require Contract Management staff to notify MTS's COO and CEO.

General alerts require no additional contact of management after posting to the communication tool. Level 2 alerts require IAD radio supervisors to receive confirmation that MTS management is aware of the issue. Level 3 alerts require an IAD Radio Supervisor or a Contract Manager to call the designated MTS contract manager or substitute directly after posting the incident on the app. Any changes to this process require MTS approval in advance. The Contractor shall strictly adhere to all established MTS communication processes and SOPs. These SOPs will be written and provided by MTS.

6. Fleet Records and Maintenance History

The Contractor will be required to maintain up-to-date vehicle files for each vehicle containing, at a minimum, the information outlined in **Section B.8 (Bus and Fleet Maintenance)**.

7. Data Retention

The Contractor shall maintain all data collected by MTS systems, as well as, all data generated or collected by the Contractor's third-party systems in accordance with established MTS data retention policies (refer to **Attachment 9 - MTS Policy 57 Records Retention.**)

SECTION C – STANDARD AGREEMENT**STANDARD SERVICES AGREEMENT**

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

Name: _____ Address: _____

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

Email Address: _____

Telephone: _____

Authorized person to sign
contracts

Name

Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to

Provide fixed route services as specified in the Scope of Work (attached as Exhibit A), Proposal (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term shall be for up to 10 ½ years [six and half (6 1/2) base years with two 2-year options, exercisable at MTS's sole discretion. Base period shall be effective 1/1/21 through 6/30/27 and option years shall be effective 7/1/27 through 6/30/31, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed _____ for the base years and _____ for the option years, for a contract total not to exceed \$_____ without the express written consent of MTS.

**SAN DIEGO METROPOLITAN TRANSIT
SYSTEM**

CONTRACTOR AUTHORIZATION

By: _____

Approved as to form:

By: _____

Firm: _____

By: _____

Title: _____

STANDARD CONDITIONS
SERVICES**C.1. INDEPENDENT CONTRACTOR**

Contractor hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent contractor and not as an employee of MTS. Contractor has and hereby retains full control of all the employment, compensation, and discharge of all employees of Contractor assisting in its performance hereunder. Contractor shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. MTS shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Contractor is solely responsible for determining the means and methods of performing the services described in the scope of work. Contractor shall perform the work contemplated with resources available within its own organization.

C.2. INSURANCE

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed or approved 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 utilizes the services of a third party insurance monitoring company. As a condition of contract award, Contractor shall submit any required insurance policies to the third party monitoring company of MTS' choosing.

A. COVERAGE REQUIRED - ALL CONTRACTS**(1) Liability**

- (a) Commercial General Liability: At all times during this contract and, with respect to Products and Completed Operations Liability, for twelve (12) months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Service s Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

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 and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear.

- (b) Automobile Liability: At all times during this contract, Contractor 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, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

☐ (1) Owner-Provided Builder's Risk
PROVIDED

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

☐ (2) 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. Option: purchase separate Railroad Protective Liability Policy as required.

☐ (3) Professional Liability
REQUIRED

At all times during this contract, and for twelve (12) months following acceptance of work by owner, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

☐ (4) Pollution Legal Liability
REQUIRED

At all times during this contract, and for twenty four (24) months following, Contractor 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 twenty four (24) months.

☐ (5) Contractor Equipment
REQUIRED

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept

such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

☐ (6) Installation Floater
REQUIRED

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

☒ (7) Garage Keeper's Legal Liability & Automobile Portion
REQUIRED

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving a MTS vehicle, which results in a third party claim of physical damage or bodily injury.

☐ (8) Crime Fidelity Insurance
REQUIRED

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

☒ (9) Umbrella or Excess Liability (if required to meet liability limits above)
REQUIRED

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy. The umbrella coverage shall be transferrable between the General Liability and Auto Liability coverage.

☒ (10) Primary and Non-Contributory Insurance
REQUIRED

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

☒ (11) Property Insurance
REQUIRED

Contractor is responsible to insure physical damage coverage at replacement cost value on the rolling stock (i.e, revenue and non-revenue vehicles) it operates. [Note: MTS insures the buildings in which the fixed route contract operates.]

C. MINIMUM POLICY LIMITS REQUIRED

Combined Single Limit (CSL)

Commercial General Liability (Per Occurrence):	<u>\$25,000,000</u>
(General Aggregate)	<u>\$25,000,000</u>
(Completed Operations & Products Aggregate)	<u>\$25,000,000</u>
Automobile Liability: (Combined Single Limit)	<u>\$25,000,000</u>
Worker's Compensation:	<u>Statutory Limits</u>
Employer's Liability per Accident /or Disease:	<u>\$1,000,000</u>

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

<input type="checkbox"/> B (1) Builder's Risk	<u>Replacement Cost</u>
<input type="checkbox"/> B (2) Railroad Protective	<u>\$</u>
<input type="checkbox"/> B (3) Professional Liability	<u>\$</u>
<input type="checkbox"/> B (4) Pollution Liability	<u>\$</u>
<input type="checkbox"/> B (5) Contractor Equipment	<u>Replacement Cost</u>
<input type="checkbox"/> B (6) Installation Floater	<u>Replacement Cost</u>
<input checked="" type="checkbox"/> B (7) Garage Keeper's Legal Liability (Combined Single Limit (CSL) Per Occurrence)	<u>\$25,000,000</u>
<input checked="" type="checkbox"/> B (8) Crime Fidelity Insurance	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> B (9) Umbrella or Excess Liability (if required to meet liability limits above)	<u>\$25,000,000</u>
<input checked="" type="checkbox"/> B (11) Property Insurance	<u>\$25,000,000</u>

D. NOTICE OF POLICY CHANGES

Contractor shall not amend or cancel the insurance policy and coverage required by this Agreement without providing MTS with at least thirty (30) days prior written notice. Contractor shall notify MTS within ten (10) days of insurer-initiated material amendments or cancellations to the insurance coverage required by this Agreement. Under no circumstances shall these notice provisions be deemed a waiver of the insurance requirements set for herein. Any material changes in or cancellation of the insurance policy on file with MTS pursuant to Section C.2(E) will result in an immediate stop work order until proof of substitute coverage meeting the requirements of this Agreement is provided to MTS. In the alternative, in MTS' sole discretion, MTS retains the right to declare Contractor in default and immediately terminate this Agreement if the insurance coverage required by this Section C.2 is cancelled, otherwise lapses or fails to meet the coverage limits at any time, and for any duration, during the term of this Agreement.

E. EVIDENCE REQUIRED

Within ten (10) working days following receipt of notice that a contract has been awarded, Contractor shall have provided the MTS Contracts Specialist with satisfactory certification by a qualified representative of the Insurer(s) that Contractor's insurance complies with all provisions in this insurance section.

F. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

C.3. TERMINATION OF AGREEMENT**A. TERMINATION FOR CONVENIENCE**

Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time-to-time, in part, whenever MTS shall elect. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- (1) immediately discontinue performance on the date and to the extent specified in the notice;
- (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated;
- (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS concurrence assign to MTS those orders; and
- (4) assist MTS, upon request, in the maintenance, protection and disposition of property acquired by MTS under this agreement.

If claimed in writing within thirty (30) calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item):

- (1) all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice;
- (2) a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock;
- (3) costs of settling and paying supplier's claim arising out of the canceled orders; and
- (4) a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included.

The total sum to be paid to Contractor under this clause, shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

B. TERMINATION FOR DEFAULT

In case of Contractor breach or failure to perform, MTS reserves the right to terminate the contract for default. MTS may award the contract to the next lowest responsive, responsible Proposer, solicit new bids, or pursue any other remedy authorized by law.

In addition to any remedy authorized by law, money due to the Contractor under and by virtue of contract, as shall be considered necessary by MTS, may be retained by MTS until disposition has been made of such suits or claims for damages. The retention of money due to the Contractor shall be subject to the following:

- (1) MTS will give the Contractor ten (10) days' notice of its intention to retain funds from any partial payment, which may become due to the Contractor prior to acceptance by MTS of the contract. Retention of funds from any payment made after acceptance may be made without such prior notice to the Contractor.
- (2) No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments.
- (3) If MTS has retained funds, and it is subsequently determined that MTS is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, MTS shall be liable for interest earned on the amount retained for the period of such retention.

MTS may terminate the contract by serving a notice of termination on the Contractor. Notice shall set forth the manner in which the Contractor is in default, and provide the Contractor with ten (10) days' time to cure the default to the satisfaction of MTS. This cure period may be adjusted if the parties so agree in writing. If MTS determines after the cure period that the default is not cured, MTS will issue a "show cause" letter to the Contractor requesting from the Contractor reasons why this contract should not be terminated. If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the contract shall be deemed terminated. The Contractor shall only be paid the contract price for supplies received and accepted, or services performed in accordance with the manner set forth in the contract. If MTS determines that the Contractor had an excusable reason for not performing such as a strike, fire, flood, or other events, which are not the fault of, or beyond the control of the Contractor, MTS may allow the Contractor to continue work or terminate the contract for convenience.

C.4. INDEMNITY

As between MTS and Contractor, Contractor is deemed to assume responsibility and liability for, and Contractor shall defend, indemnify and hold harmless, MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees from and against any and all claims, loss, damage, charge, or expense, whether direct or indirect, which MTS, SDTI, SDTC, SD&AE, SD&IV or such directors, officers, agents or employees may be put or subjected, by reason of any damage, loss, or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect,

omission, or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees or subcontractors in its or their performance under this Agreement. In addition to any other remedy authorized by law, so much of the money due Contractor under this Agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

C.5. ASSIGNABILITY

- (a) By MTS. This contract is assignable, in whole or in part, to any other government agency, including the North County Transit District and/or the San Diego Association of Governments and/or the Metropolitan Transit System. The party wishing to exercise the assignment (also known as a “piggyback”) shall perform an independent cost estimate to determine fair and reasonable pricing, and shall enter into its own contract with the vendor based upon the terms and conditions of this Request for Proposal. Any assignment or piggyback shall comply with Federal Transit Administration (FTA) requirements if applicable. MTS shall have no responsibility or liability for any such assignment or piggyback.
- (b) By Contractor. Any attempt by Contractor to assign, subcontract, or transfer all or part of this Agreement shall be void and unenforceable without MTS' prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this Agreement. In the event of an authorized assignment by MTS or applicable law, all terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

C.6. THIRD PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

C.7. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to MTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations under this Agreement.

C.8. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post Office, addressed as follows:

To MTS:

San Diego Metropolitan Transit System (MTS)
Attention: Chief Executive Officer
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

To Contractor:

As shown on front page.

C.9. **PAYMENTS**

A. Rate per Revenue Service Mile

For Contractor's full and complete performance under this Agreement, MTS agrees to pay Contractor the rates per revenue service mile indicated below:

<u>FIXED ROUTE</u> REVENUE SERVICE	Operating Cost per
Agreement Year	Revenue Service Mile
BASE TERM	
1/1/21 through 6/30/22 =	\$x.xxxx
7/1/22 through 6/30/23 =	\$x.xxxx
7/1/23 through 6/30/24 =	\$x.xxxx
7/1/24 through 6/30/25 =	\$x.xxxx
7/1/25 through 6/30/26 =	\$x.xxxx
7/1/26 through 6/30/27 =	\$x.xxxx
OPTION YEAR I	
7/1/27 through 6/30/28 =	\$x.xxxx
7/1/28 through 6/30/29 =	\$x.xxxx
OPTION YEAR II	
7/1/29 through 6/30/30 =	\$x.xxxx
7/1/30 through 6/30/31 =	\$x.xxxx

B. Change in Estimated Miles

At any time, MTS may require Contractor to increase or decrease the revenue service miles provided. If the increase does not exceed fifty percent (50%), or if the decrease does not exceed fifteen percent (15%) of the original total estimated revenue service miles, the revenue service mileage rate specified above shall remain in effect.

If because of (a) MTS's requirement to increase or decrease revenue service miles; (b) MTS's requirement to change timetables; or (c) strike, civil disaster, or public calamity, the individual or cumulative change in revenue mileage exceeds fifty percent (50%) of the original total estimated revenue service mileage, MTS and Contractor shall negotiate a new revenue service mileage rate on this new revenue service mileage that exceeds 50 percent (50%) of the original total estimated revenue service mileage, or to all remaining revenue

service miles if such mileage is decreased by more than fifteen percent (15%) from the original total estimated revenue service mileage.

MTS is **estimating** that the Contractor will operate **88,602,651** scheduled fixed-route vehicle revenue service miles during the base term of this Agreement. It must be noted that these mileage figures are only estimates and the actual number of revenue service miles operated may differ. **Base term** estimated scheduled revenue service miles are broken down by year below:

FIXED ROUTE BASE TERM	
7/1/21 – 6/30/22	10,947,281
7/1/22 – 6/30/23	11,056,754
7/1/23 – 6/30/24	11,167,321
7/1/24 – 6/30/25	11,278,995
7/1/25 – 6/30/26	11,391,785
7/1/26 – 6/30/27	11,505,702
Total	88,602,651

MTS is estimating that the Contractor will operate the scheduled vehicle revenue service miles detailed below during each of the two option terms of this Agreement. It must be noted that these mileage figures are only estimates and that the actual number of revenue service miles operated may differ from this estimate. **Option terms** estimated scheduled revenue service miles:

FIXED ROUTE OPTION YEAR I	
7/1/27 – 6/30/28	11,620,759
7/1/28 – 6/30/29	11,736,967
Subtotal	23,357,726

FIXED ROUTE OPTION YEAR II	
7/1/29 – 6/30/30	11,854,337
7/1/30 – 6/30/31	11,972,880
Subtotal	23,827,217

TOTAL – FIXED ROUTE OPTION YR I & II	47,184,943
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C. Rate per Revenue Hour for Additional Scheduled or Unscheduled Standby Service

Contractor will be paid for scheduled or unscheduled standby service requested specifically by MTS to maintain service reliability or respond to emergency or unforeseen situations. Contractor will not be paid for additional standby, scheduled, or other unscheduled service not specifically requested by MTS. MTS estimates, but makes no guarantee of, hours of additional scheduled or unscheduled standby services per year (base term) noted below.

FIXED ROUTE BASE TERM	
7/1/21 – 6/30/22	29,500
7/1/22 – 6/30/23	30,385
7/1/23 – 6/30/24	31,904
7/1/24 – 6/30/25	32,542
7/1/25 – 6/30/26	33,193

7/1/26 – 6/30/27	33,857
Total Hours:	191,381

MTS estimates, but makes no guarantee of hours of additional scheduled or unscheduled standby services per year (option terms) noted below.

FIXED ROUTE OPTION YEAR I	
7/1/27 – 6/30/28	34,534
7/1/28 – 6/30/29	35,225
Subtotal	69,759

FIXED ROUTE OPTION YEAR II	
7/1/29 – 6/30/30	35,929
7/1/30 – 6/30/31	36,648
Subtotal	72,557

TOTAL – FIXED ROUTE OPTION YR I & II	142,316
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Contractor shall be paid the rates shown below per standby hour of service specifically requested by MTS.

FIXED ROUTE REVENUE SERVICE Agreement Year	Operating Cost per Standby Service Hour
BASE TERM	
1/1/21 through 6/30/22 =	\$x.xxxx
7/1/22 through 6/30/23 =	\$x.xxxx
7/1/23 through 6/30/24 =	\$x.xxxx
7/1/24 through 6/30/25 =	\$x.xxxx
7/1/25 through 6/30/26 =	\$x.xxxx
7/1/26 through 6/30/27 =	\$x.xxxx
OPTION YEAR I	
7/1/27 through 6/30/28 =	\$x.xxxx
7/1/28 through 6/30/29 =	\$x.xxxx
OPTION YEAR II	
7/1/29 through 6/30/30 =	\$x.xxxx
7/1/30 through 6/30/31 =	\$x.xxxx

Note: Scheduled standby service start times are times the vehicles should be physically at the specified locations, not the times leaving the yard and deadheading to the locations. End times are when the vehicle leaves the specified location, not arriving back to the yard after a deadhead.

D. Rate per Revenue Hour for Bus Stop Maintenance and Facility Landscaping Services

Contractor will be paid for bus stop maintenance service hours requested specifically by MTS in accordance with MTS estimates noted below:

BASE TERM	
7/1/21 – 6/30/22	4,160
7/1/22 – 6/30/23	4,160
7/1/23 – 6/30/24	4,160
7/1/24 – 6/30/25	4,160
7/1/25 – 6/30/26	6,240
7/1/26 – 6/30/27	6,240
Total	29,120

MTS estimates, but makes no guarantee of hours of bus stop maintenance services per year (option terms) noted below.

OPTION YEAR I	
7/1/27 – 6/30/28	6,240
7/1/28 – 6/30/29	6,240
Subtotal	12,480

OPTION YEAR II	
7/1/29 – 6/30/30	6,240
7/1/30 – 6/30/31	6,240
Subtotal	12,480

TOTAL –OPTION YR I & II	24,960
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Contractor shall be paid the rates shown below per bus stop maintenance hour of service specifically requested by MTS.

Agreement Year	Operating Cost per Bus Stop Maintenance Service Hour
BASE TERM	
1/1/21 through 6/30/22 =	\$x.xx
7/1/22 through 6/30/23 =	\$x.xx
7/1/23 through 6/30/24 =	\$x.xx
7/1/24 through 6/30/25 =	\$x.xx
7/1/25 through 6/30/26 =	\$x.xx
7/1/26 through 6/30/27 =	\$x.xx

OPTION YEAR I	
7/1/27 through 6/30/28 =	\$x.xx
7/1/28 through 6/30/29 =	\$x.xx

OPTION YEAR II	
7/1/29 through 6/30/30 =	\$x.xx
7/1/30 through 6/30/31 =	\$x.xx

E. Rate per Revenue Hour for Power Washing Services

Contractor will be paid for power washing service hours requested specifically by MTS in accordance with MTS estimates noted below:

BASE TERM	
7/1/21 – 6/30/22	4,160
7/1/22 – 6/30/23	4,160
7/1/23 – 6/30/24	4,160
7/1/24 – 6/30/25	4,160
7/1/25 – 6/30/26	4,160
7/1/26 – 6/30/27	6,240
	27,040

MTS estimates, but makes no guarantee of hours of power washing services per year (option terms) noted below.

OPTION YEAR I	
7/1/27 – 6/30/28	6,240
7/1/28 – 6/30/29	6,240
Subtotal	12,480

OPTION YEAR II	
7/1/29 – 6/30/30	6,240
7/1/30 – 6/30/31	6,240
Subtotal	12,480

TOTAL –OPTION YR I & II	24,960
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Contractor shall be paid the rates shown below per bus stop maintenance hour of service specifically requested by MTS.

Agreement Year	Operating Cost per Bus Stop Maintenance Service Hour
BASE TERM	
1/1/21 through 6/30/22 =	\$x.xx
7/1/22 through 6/30/23 =	\$x.xx

7/1/23 through 6/30/24 =	\$x.xx
7/1/24 through 6/30/25 =	\$x.xx
7/1/25 through 6/30/26 =	\$x.xx
7/1/26 through 6/30/27 =	\$x.xx

OPTION YEAR I	
7/1/27 through 6/30/28 =	\$x.xx
7/1/28 through 6/30/29 =	\$x.xx

OPTION YEAR II	
7/1/29 through 6/30/30 =	\$x.xx
7/1/30 through 6/30/31 =	\$x.xx

F. Fuel Costs

Gasoline and diesel fuel costs for all revenue vehicles used exclusively for the services in this Agreement shall be invoiced to MTS as a pass-through expense. MTS will pay the entire cost of fuel for these vehicles, including any applicable fuel taxes unless otherwise agreed. In the event the Contractor pays for fuel taxes not applicable, MTS shall deduct taxes upon monthly payment. Compressed Natural Gas (CNG) fuel costs shall be directly paid by MTS. All arrangements for CNG delivery, billing, and payment shall be the responsibility of MTS. Contractor shall be responsible for fuel payment for all non-revenue vehicles. Fuel payment for non-revenue vehicles shall not be a pass-through expense to MTS. Non-revenue vehicles, as an example, include supervisor accessible vans, supervisor automobiles, driver relief vehicles, bus stop maintenance service and sign trucks, and management vehicles.

Under ordinary circumstances, all CNG and diesel vehicles must be fueled at the respective facilities using the facility's CNG fuel dispensers and diesel fuel pumps. Under extraordinary circumstances (malfunction of facility fuel station, etc.), diesel may be purchased offsite as follows: offsite diesel fuel purchases shall be made from a maximum of two fueling locations, and the price must be competitive. Price paid by Contractor shall be considered competitive if the cost is no more than five percent higher (for the same fuel of the same grade) than the average lowest price charged by three fuel dealers within a ten-mile radius of the respective facility (or as close as otherwise practicable). Contractor shall make such comparisons if requested by MTS. Upon prior notification and approval of MTS, Contractor may fuel CNG-powered vehicles at alternative CNG fueling stations designated by MTS.

Vehicles shall be fueled with fuel allowed by vehicle manufacturers' specifications, unless otherwise specifically requested by MTS. Fuel must meet all State of California Air Resources Board regulations. Contractor shall submit to MTS copies of the invoices and/or receipts necessary to establish the fuel costs paid by Contractor, and the number of gallons used for each vehicle in total within the performance of the contract, with the monthly report. Invoices shall include, at a minimum, the vehicle number, date, gallons fueled, and price paid per gallon. Fuel report shall be provided in a Microsoft formatted spreadsheet. MTS will pay Contractor for fuel costs on a monthly basis with the monthly invoice.

As a public agency, certain fuel taxes paid by Contractor (the direct fuel purchaser) may be reimbursable to Contractor or MTS. Contractor shall be responsible, at its own cost, for the timely and accurate completion of all administrative tasks related to the reimbursement of fuel taxes to Contractor or MTS by the appropriate local, state, and/or federal agencies. Any and all such taxes reimbursed by direct payment to Contractor shall be paid to MTS by deducting the amount from the next monthly invoice.

MTS reserves the right to arrange for Contractor fuel purchases from another public transit operator or agency in the region in order to take advantage of competitive pricing.

G. Revenue Service Miles per Hour Based Rate Escalator/De-Escalator

The revenue service miles per hour (RSMPH) modifies the Agreement rate per revenue service mile. The rate per revenue service mile shall be adjusted up or down by \$0.01 (one cent) for every 0.1 (one-tenth) change in the base system wide revenue service miles per hour speed for all service operated under this Agreement effective June 27, 2021.

The system-wide RSMPH shall be calculated each month by the contractor using the MTS scheduled revenue service miles (in-service distance) and MTS scheduled revenue service hours (in service hours + layover hours), plus or minus any service added or not operated. **The starting or baseline system-wide RSMPH will be 10.26 mph** and based off of MTS's January 2020 blocking (including: SB Fixed Route, SB Rapid, EC Fixed Route, Commuter and Rural Service).

The Contractor shall report the RSMPH, on the Monthly Summary Report and/or Invoice. MTS will compare the Contractor-provided RSMPH with the scheduled revenue miles and schedule revenue service hours to verify reasonableness. For any added service or lost service, the average (AVG) speed calculation these trips must be approved in advance by MTS contract management staff.

H. Other Pass-Through Expenses

Within the agreement there are other pass-through expenses identified such as facility repairs exceeding a base amount, engine and transmission rebuilds reimbursements, painting of vehicle costs, property taxes, State Board of Equalization taxes, UST diesel fuel taxes, Storm Water Pollution Prevention Plan implementation costs, and others. These amounts shall be billed as part of the normal monthly invoice but listed separately and shall be supported by a proof of receipt or proof of payment document. All pass through costs shall be based on items specifically identified in this Agreement or items with approvals provided by MTS in advance. MTS reserves the right to reject Contractor billing of pass-through expenses that do not have prior approval in advance from MTS.

I. Additional Services

During the term of the Agreement, MTS may require Contractor to provide additional services directly related to the service described herein but outside normal, routine operations shall be considered Additional Services. The MTS Chief Executive Officer or designated representative shall authorize any additional services in advance of service delivery. Charges for additional services shall be mutually agreed to after a determination of fair and reasonableness by MTS's Chief Executive Officer or designated representative.

J. Start-up Performance Bonus

The Contractor shall be eligible for start-up bonuses on **September 30, 2021**. This will cover all services provided at both South Bay and East County transit operating facilities from **June 27, 2021** through September 30, 2021. All of the specified bonuses, where criteria are met, will be paid with the September monthly invoice. Criteria and bonus amounts are as follows:

June 27, 2021 Start-up - South Bay and East County Service

BONUS	ELIGIBILITY CRITERIA		BONUS AMOUNT
1	Contractor hires at least the following percentage of existing MTS contract drivers (Contractor contract employees) for services operated under this agreement. Qualifying drivers must be paid starting at the same or higher base wage level (pre 6/27/21) at their respective divisions and be retained through at least September 30, 2021.		Contractor eligible for only A, B, C, or D.
	A	70% of existing drivers retained	\$25,000
	OR B	80% of existing drivers retained	\$30,000
	OR C	90% of existing drivers retained	\$35,000
	OR D	95% of existing drivers retained	\$40,000
BONUS	ELIGIBILITY CRITERIA		BONUS AMOUNT
2	To earn Part 2 of the bonus, the following criteria must be met, starting on the first day of service and ending on September 30, 2021, for service under this Agreement. Bonus increments based on completing each task.		
	A	All pullouts on-time leaving the operating facility	\$15,000
	B	Completed trips equal to or greater than 99.85 percent of scheduled trips	\$15,000
	C	Preventable accidents below 1.4 per 100K rev miles	\$15,000
	D	All drivers in approved uniforms while in service	\$5,000

K. Maximum Payable

The amount of payment based on estimated revenue service mileage due Contractor is estimated to be **\$xxx,xxx,xxx** for the transit service provided during the base term period **June 27, 2021** through June 30, 2027. The total cost of this Agreement, including potential startup bonuses, performance surety costs, cost based on revenue mileage, cost based on

standby hours, cost for bus stop maintenance revenue hours, performance bonuses (if applicable), fuel adjustment costs, RSMPH adjustment, and carryover term (if applicable) shall not exceed \$xxx,xxx,xxx (see chart below).

MTS FIXED-ROUTE BUS SERVICES
CONTRACT PRICE LIST

EXPENSE	6/27/21- 6/30/22	7/01/22- 6/30/23	7/01/2- 6/30/24	7/01/24- 6/30/25	7/01/25- 6/30/26	7/01/26- 6/30/27	TOTAL
Initial Start up Bonus (A)							
Performance Surety							
Variable Revenue Mile Cost							
RSMPH Adjustment (A)							
Stand by Service Cost							
Performance Bonuses (A)							
Bus Stop Maintenance Cost							
Fuel Estimated Pass Through (A)							
Other Pass Through Costs (A)							
Total Projected Costs							
(a) estimated by MTS							

L. Claims for Payment

Contractor shall submit a claim for payment to MTS by no later than the eighth calendar day after the end of each month of the contract term. Invoices will be submitted to: The MTS Project Manager, 100 16th Street, San Diego, CA 921021 All charges shall be supported by detailed proofs of payment or detailed proof of receipt.

All payments made by MTS to Contractor shall be made in arrears, after the service has been provided. No payment shall be made for revenue service miles or hours scheduled but not provided. Payment shall be made by MTS no more than 30 (thirty) days from MTS's receipt of invoice.

If MTS disputes any item on an invoice, MTS may deduct that disputed item from payment, but shall not delay payment for undisputed portions. The amounts and reasons for such deductions shall be documented to Contractor within 15 working days after receipt of invoice. Payment shall be made by voucher or check payable to:

= Contractor Name and Address =
(to be added here post award)

C.10. CONSIDERATION PAID

MTS shall reimburse the Contractor for actual costs (including labor costs, employee benefits, overhead, and other direct costs) incurred by the Contractor in performance of the work, in an amount not to exceed \$ exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the Contractor's proposal.

In addition, MTS shall pay the Contractor a fixed fee of \$0.00. Said fixed fee shall not be altered unless there is a significant alteration in scope, complexity, or character of the work to be performed.

Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.

Total expenditures made under this contract, including the fixed fee, shall not exceed the sum of \$.

Payment will be made as set forth in this Agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

MTS does not reimburse travel expenses unless expressly permitted within the scope. If travel expense reimbursement is permitted within the scope, reimbursement for transportation and subsistence costs shall be in accordance with MTS Board Policy No. 44-C.

C.11. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

- A. MTS's Equal Employment Opportunity Program: MTS is an Equal Opportunity Employer. As such, MTS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, MTS agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. MTS' Equal Employment Opportunity Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board).
- B. Contractor's Equal Employment Opportunity Plan: Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, gender identity, religion, disability, age or status as a parent. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. Compliance with Regulations: Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; Comply with federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and Follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination.

C.12. COST PRINCIPLES

The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.

The Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments, are subject to repayment by the Contractor to MTS.

C.13. CHANGES IN WORK

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the MTS Project Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The written notice of potential change in work be given to MTS prior to the time Contractor shall have performed the work within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential change in work.

The MTS Project Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the MTS Project Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

C.14. LITIGATION EXPENSES

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party.

C.15. EXCLUSIVE USE

The services hereunder are provided for the exclusive use of MTS and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Contractor, are not to be used or relied upon by other parties except as authorized by MTS.

C.16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND OTHER SMALL BUSINESS PARTICIPATION

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR Part 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation (DOT) Financial Assistance Programs." MTS' DBE program has an aspirational goal of 2.9% participation by certified DBE's over Federal Fiscal years 2019 to 2021 (October 1, 2018 – September 30, 2021) time period. There is no specific DBE contract goal for this

project. Contractor must note that the MTS' DBE goals may change triennially to comply with the FTA's goal setting guidelines.

In order to help MTS achieve its federally mandated overall DBE goal, MTS encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed, in whole or in part, with federal funds. It is the policy of MTS to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in MTS DOT-assisted contracts. It is also our policy to:

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

To ascertain whether its overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid contracts. Therefore, all bidders and successful Contractors are required to:

- Complete MTS's Designation of Subcontractors and DBE Program - Information for MTS's Bidder List.

MTS encourages the proposer to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. Contractor is also encouraged to use services offered by financial institutions owned and controlled by DBEs.

Contractor shall be fully informed in respect to the requirements of the DBE regulations. The DBE regulations in their entirety are incorporated herein by this reference (see 49 CFR 26). Contractor's attention is directed to the following matters:

- A. A DBE may participate as a prime contractor, subcontractor, joint-venture partner with a prime or subcontractor, vendor of materials or supplies, manufacturer, regular dealer or trucking company. DBE participation will be counted toward MTS's overall DBE goal per the DOT Regulations stated in 49 CFR 26.55.
- B. A DBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- C. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: To view the CUCP statewide DBE Directory, please use the following link: http://dot.ca.gov/hq/bep/find_certified.htm.

- D. If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification.
- E. The contractor must promptly notify MTS whenever a DBE subcontractor performing work related to this contract is terminated, substituted or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTS.

C.17. PROMPT PROGRESS PAYMENT AND RETENTION

Contractor or Subcontractor shall pay any Subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS. No retainage will be held by MTS from progress payments due to the Contractor. Any retainage kept by the Contractor or by a Subcontractor must be paid in full to the Subcontractor in seven (7) business days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of a progress payment or retainage to the Subcontractor over 30 calendar days may take place only for good cause and with MTS's prior written approval. Failure to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late or nonpayment by the Contractor, deficient Subcontractor performance or noncompliance by a Subcontractor.

Prime Contractor must submit the MTS Prompt Payment Certification Form to the MTS Contracts Administrator if any Subcontractors. The form is available for download at <https://www.sdmts.com/business-center/procurement>. The form certifies that all Subcontractors were paid within seven (7) business days of receiving payment from MTS for work performed during the previous month. The prime contractor must submit the completed certification, as required on the form, and the month following final acceptance of the project. In addition, seven (7) business day prompt payment requirement prevails over contract language between a Prime Contractor and a Subcontractor.

C.18. RECORDS RETENTION

The Contractor and any Subcontractor shall retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type and supporting materials related to those records. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, Comptroller General of the U.S., FTA, DOT Office of Inspector General, the State, MTS or any of their authorized representatives to inspect and audit records pertaining to the performance of this Contract as reasonably may be required. The Contractor shall also permit FTA and its contractors access to the sites of performance under this contract

as reasonably may be required. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

C.19. STANDARD OF PERFORMANCE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

C.20. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that she or he has not agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, MTS shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement a price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

C.21. CALIFORNIA POLITICAL REFORM ACT

Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as MTS, may be deemed to be a "public official" subject to the Act if the Contractor advises MTS on decisions or actions to be taken by MTS. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act and the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

C.22. OWNERSHIP OF DOCUMENTS

Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of MTS. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to MTS without restriction or limitation on its use.

C.23. TIME

The Contractor acknowledges that timely performance is an important element of this Agreement. Accordingly, the Contractor shall put forth its best professional effort to complete its services in accordance with the agreed-upon schedule.

C.24. COMPLETE AGREEMENT

This Agreement, including all applicable terms, conditions, and specifications, is the entire agreement of the parties and no attempted modification shall be binding unless in writing and signed by MTS and the Contractor.

MTS reserves the right to use alternative vendors/contractors at any time for any reason.

C.25. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

C.26. SEVERABILITY

If any term, provision, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

C.27. DISPUTES, CLAIMS, AND RESOLUTION

MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this Agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen (15) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of California Government Code section 900 et seq.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing.

C.28. GOVERNING LAW AND CHOICE OF FORUM

The definition of terms used, interpretation of this Agreement, and rights of all parties hereunder shall be determined in accordance with the laws of the State of California.

Any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Diego County, California, and the Contractor and MTS hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

C.29. SURVIVAL

Notwithstanding MTS's acceptance of the services and payment therefore, Contractor shall remain obligated under all clauses of this Agreement which expressly, or by their nature, extend beyond and survive such acceptance and payment.

C.30. DUTY TO CLARIFY OBVIOUS AMBIGUITY

The Contractor is required to seek clarification of any obvious ambiguity contained in the contract documents. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

C.31. NONWAIVER

Failure of MTS to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein, or by law, or to properly notify Contractor in the event of breach, or the acceptance of payment for any goods hereunder, or review of design, shall not release Contractor from any of the warranties or obligations of this agreement, and shall not be deemed a waiver of any right of MTS to insist regardless when shipped, received, or accepted or as to any prior or subsequent default hereunder, nor shall any revision of this agreement by MTS operate as a waiver of any of the terms hereof. A requirement that a Contractor's document be submitted for or subject to "authorization to proceed," "approval," "acceptance," "review," "comment," or combinations of such words or words of like import shall mean, unless the context clearly indicates otherwise, that Contractor shall, before implementing the information in the document, submit the document, obtain resolution of any comments, and obtain written authorization from MTS to proceed, and shall mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, test methods, or materials developed or selected by Contractor and shall not relieve Contractor from full compliance with contractual obligations.

C.32. INTELLECTUAL PROPERTY WARRANTY

MTS shall advise the Contractor of any impending patent suit related to this Contract against MTS and provide all information available. The Contractor shall defend any suit or proceeding brought against MTS based on a claim that any services or goods furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages against MTS. In case said services or good, or any part thereof, is in such suit held to constitute infringement and use of said services or goods is enjoined, the Contractor shall, at its own expense and at its option, either procure for MTS the right to continue using said services or goods, or replace same with non-infringing services or goods, or modify it so it becomes non-infringing.

C.33. DATA RIGHTS

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. It includes the proprietary rights of the following:

- Shop drawings and working drawings;
- Technical data including manuals or instruction materials, computer or microprocessor software;

- Patented materials, equipment, devices or processes;
- License requirements.

MTS shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow MTS to utilize such information. In the event that the Contractor no longer provides the information, MTS has the right to reverse engineer patented parts and software.

MTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

C.34. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; as well as all applicable regulations and guidelines issued pursuant to the ADA.

C.35. SUBSTANCE ABUSE

Pursuant to the rules and regulations of the Department of Transportation to the extent applicable to this Contract, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. parts 655.

As a condition of this Contract, the following are the Contractor's Drug and Alcohol Testing Obligations:

- A. Contractors Certification: Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation's regulations.
- B. Indemnification of MTS: Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC, and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC, may incur as a result of Contractor's failure to comply with any applicable drug and alcohol testing obligations.
- C. Survival of MTS' Indemnification Rights: The rights and obligations contained in "B" (Indemnification of MTS) will survive any termination or expiration of this Agreement.
- D. Failure to comply with Drug and Alcohol Testing Obligations May Result in Termination of Contract: If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

C.36. IDENTIFICATION OF PERSONNEL/SECURITY

MTS shall provide all Contractor personnel assigned to work under this Agreement with Contractor Identification Badges ("MTS ID Card"). Requests for MTS ID Cards will be made to and processed by the MTS-designated project manager or contracting officer. Approved requests for MTS ID Card(s) will be processed within two business days. All Contractor personnel must obtain MTS ID Cards prior to entering MTS property. Valid MTS ID Cards must be displayed prominently on the uniform of all of Contractor's employees while on MTS property. Contractors are required to provide their employees uniforms prominently bearing the name of the Contractor's business entity. MTS will allow only properly credentialed personnel of the Contractor who are wearing the appropriate uniform on its property. Contractor personnel who enter MTS property without valid MTS ID Cards may be arrested and/or cited by MTS Code Enforcement and/or other law enforcement for trespassing and violation of MTS Ordinance 13. Contractor must collect MTS ID Cards from all Contractor personnel separating from employment with the Contractor and return them to MTS for destruction. Contractor is strictly liable for the use of all MTS ID Cards issued to its employees under this Agreement.

Required Background Checks

MTS requires that all Contractor personnel assigned to work on MTS property pass comprehensive background checks (Investigative Consumer Report), conducted by the Contractor, prior to beginning work on MTS property or under this Agreement. At a minimum, the background check must, (1) positively establish the employee's identity, (2) search all common databases for criminal offenses (e.g., Federal District Court Databases), (3) verify the social security number or tax ID provided by the employee, (4) search sex offender databases, and (5) search the local criminal databases of every County in which the employee has lived in the last seven years. Contractor must conduct background checks in accordance with applicable law, including but not limited to, the Fair Credit Reporting Act and California Civil Code Sections 1785 and 1786.

Contractor personnel meeting any of the conviction criteria outlined below **are not eligible** for issuance of an MTS ID Card and may not be assigned to work on MTS property:

Permanent Disqualification:

1. Registered sex offenders are ineligible.
2. Espionage or conspiracy to commit espionage.
3. Sedition or conspiracy to commit sedition.
4. Treason or conspiracy to commit treason.
5. A federal crime of terrorism as defined in 18 U.S.C. 2332b(g), or comparable State law, or conspiracy to commit such crime.
6. A crime involving a TSI (transportation security incident). Note: A transportation security incident is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area, as defined in 46 U.S.C. 70101. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
7. Improper transportation of a hazardous material under 49 U.S.C. 5124 or a comparable state law.
8. Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device. An explosive or explosive device includes an explosive or explosive material as

- defined in 18 U.S.C. 232(5), 841(c) through 841(f), and 844(j); and a destructive device, as defined in 18 U.S.C. 921(a)(4) and 26 U.S.C. 5845(f).
9. Murder.
 10. Threat or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility.
 11. Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et seq., or a comparable State law, where one of the predicate acts found by a jury or admitted by the defendant, consists of one of the permanently disqualifying crimes.
 12. Attempt to commit the crimes in items (2)-(5) of this section.
 13. Conspiracy or attempt to commit the crimes in items (6)-(11) of this section.
 14. Any offense that is still pending in the courts (without official legal disposition) that will disqualify the individual if they are convicted.

Disqualification for seven years from the date of the offense or five years from the date of release from prison for the offense (whichever is later):

1. Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 5845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.
2. Extortion.
3. Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering, where the money laundering is related to a crime listed in Parts A or B (except welfare fraud and passing bad checks).
4. Bribery.
5. Smuggling.
6. Immigration violations.
7. Distribution, possession w/ intent to distribute, or importation of a controlled substance.
8. Arson.
9. Kidnapping or hostage taking.
10. Rape or aggravated sexual abuse.
11. Assault with intent to kill.
12. Robbery.
13. Fraudulent entry into a seaport as described in 18 U.S.C. 1036, or a comparable State law.
14. Violations of the Racketeer Influenced and Corrupt Organizations Act under 18 U.S.C. 1961, et seq., or a comparable state law, other than any permanently disqualifying offenses.
15. Voluntary manslaughter.
16. Conspiracy or attempt to commit crimes in this section.
17. Any offense that is still pending in the courts (without official legal disposition) that will disqualify the individual if they are convicted.

The term conviction includes being found guilty, pleading guilty, pleading no contest, or being found guilty by reason of insanity.

This section sets forth minimum standards Contractors must uphold through their background checking process, when assigning employees to work on an MTS contract. These disqualifying criteria are minimum standards to promote public safety/security. Contractor may choose to

exceed these standards and is otherwise unrestricted in its employment decisions. Contractor may choose to employ individuals who do not meet these standards, as long as they are not assigned to work under this Agreement or on MTS property. Questions regarding the application of MTS's background checking standards should be directed to the MTS Manager of Human Resources.

Upon request of MTS, Contractor will provide sufficient documentation for MTS to audit Contractor's compliance with MTS's background checking standards. MTS reserves the right to delay provision of MTS ID Cards until contractor documents completion of appropriate background checks on employee(s) for whom Contractor is requesting MTS ID Card(s). MTS's oversight of Contractor's background checking process is not intended to replace Contractor's judgement or ability to manage its workforce and operation. MTS's oversight, or lack thereof, shall not limit Contractor's liabilities and/or obligations as set forth in this Agreement.

MTS reserves the right to suspend or revoke the MTS ID Cards of Contractor's employees at its sole and absolute discretion.

If, with MTS's consent, Contractor subcontracts all or part of the services within this Agreement, Contractor will remain directly responsible and liable for ensuring subcontractor(s) adhere to MTS background checking and ID Card standards.

If MTS determines that Contractor has breached its obligations as defined in this section, MTS may immediately terminate this Agreement by providing written notice to Contractor. If this Agreement is terminated, Contractor will be paid its costs for work performed up to the time of termination.

C.37. WATER QUALITY MANAGEMENT AND COMPLIANCE

- A. Contractor must recover and legally dispose of all wastewater created while providing Services. Contractor assumes any and all risks and liabilities arising from the failure to properly recover and legally dispose of wastewater. Contractor must implement best management practices set forth in any stormwater pollution prevention plan relevant to the provision of the Services.
- B. Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the San Diego Regional Water Quality Control Board, any municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges and shall implement best management practices, consistent with the requirements of any board, municipality, drainage district or other local agency appropriate for the control of discharges related to the Services.
- C. Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors have or

will receive adequate training, as determined by MTS, regarding these requirements as they may relate to the Services.

D. Liability for Non-compliance.

- i. Indemnity: Failure to comply with laws, regulations, and ordinances listed in this Section may constitute a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend and hold harmless MTS, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which MTS, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of MTS, its officials, officers, agents, employees or authorized volunteers. Contractor is solely liable for any administrative or civil enforcement action arising from Contractor's failure to comply with the laws, regulations, and ordinances listed in this Section and must pay any monetary penalty, fine, or damages associated with such action.
- ii. Defense: MTS reserves the right to defend any enforcement action or civil action brought against MTS for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse MTS for the costs associated with, any settlement reached between MTS and the relevant enforcement entity.
- iii. Damages: MTS may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

C.38. PUBLIC WORKS

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to enter into a contract to perform public work must be registered with the Department of Industrial Relations. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Proposer/Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

LABOR

Hours of Work: Eight (8) hours of work shall constitute a legal day's work. Contractor and each subcontractor shall forfeit, as penalty to MTS, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept

open at all reasonable hours to the inspection of MTS and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

Prevailing Rates of Wages: The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at MTS's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold MTS, its Board, members of the Board, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The Contractor shall forfeit as a penalty to MTS not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Payroll Records: Pursuant to Labor Code Section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

If not subject to paragraph (a), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to MTS for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

Employment of Apprentices: Contractor's attention is directed to the provisions of sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Nondiscrimination: Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Labor Certification I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract code.

C.39. FORCE MAJEURE

The parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by act of fire, flood, act of God, terrorism, fuel unavailability, strike, loss or shortage of transportation facilities (excluding breakdowns), commandeering of material products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party and provided further that such nonperformance is not due to the default or negligence of the party nonperforming.

In the event that portions of all bus services required under this Agreement cannot be operated by Contractor for any reason, MTS, at the sole discretion of the Chief Executive Officer or appropriate designated representative, may make arrangements with other transit operators for the provision of all or part of transit services that MTS deems necessary.

C.40. CARRYOVER TERMS

In consideration of the herein Agreement, Contractor grants to MTS the below carryover options, exercisable in writing solely by MTS. MTS shall have the option to extend the service provided by Contractor under this Agreement for up to six consecutive one-month periods after the base and/or option terms. If MTS desires to exercise any of these carryover months, MTS

shall notify Contractor of its intent at least ninety (90) calendar days before the carryover month is to begin. If such a notice is not provided, this Agreement will terminate pursuant to base and option terms (if exercised) specified herein.

C.41. NOTICE OF LABOR DISPUTE AND LABOR RELATIONS

Contractor shall have exclusive responsibility for conducting its labor relations including negotiating its labor contracts and establishing compensation and working conditions of its employees. Whenever Contractor has knowledge that any actual or potential labor dispute prevents or threatens to prevent performance under this Agreement, Contractor shall immediately notify MTS in writing and submit all relevant information to MTS. Contractor shall also notify MTS of grievances and/or discrimination complaints. MTS shall not have responsibility or liability for labor disputes between Contractor and its employees.

MTS shall require Contractor to set (driver) wage levels and minimum benefits (in dollar amounts) in accordance with MTS Policy No. 31 and an adopted minimum wage and benefit schedule in Exhibit A (Scope of Work).

SECTION D - FEDERAL REQUIREMENTS**FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

As a Federal Transit Administration (FTA) grantee, the San Diego Metropolitan Transit System (MTS), a California Public Agency, is required to inform the Contractor and any Subcontractor of the following information:

D.1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTS requests which would cause MTS to be in violation of the FTA terms and conditions.

D.2. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between MTS and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall also ensure compliance by subcontractors at any tier of any applicable change to federal requirements.

**D.3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)**

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

**D.4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the

Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

D.5. ACCESS TO RECORDS, REPORTS AND SITES
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor and any Subcontractor shall retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type and supporting materials related to those records. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, Comptroller General of the U.S., FTA, DOT Office of Inspector General, the State, MTS or any of their authorized representatives to inspect and audit records pertaining to the performance of this Contract as reasonably may be required. The Contractor shall also permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

D.6. DEBARMENT AND SUSPENSION
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award. The Contractor agrees to include a provision requiring compliance to this section in its lower tier covered transactions.

D.7. RESTRICTIONS ON LOBBYING
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000)

The Contractor and their subcontracts at every tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and their subcontracts at every tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D.8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS exceeding \$100,000)

The Contractor and any Subcontractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

D.9. ENERGY CONSERVATION

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor and any Subcontractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq and 49 C.F.R. part 622, subpart C.

D.10. RECYCLED PRODUCTS

(APPLICABLE TO OPERATIONS, CONSTRUCTION AND GOODS CONTRACTS AND SUBCONTRACTS INVOLVING ITEMS DESIGNATED BY THE EPA, WHERE THE PURCHASE PRICE OF THE ITEM EXCEEDS \$10,000 OR THE VALUE OF THE QUANTITY ACQUIRED DURING THE PRECEDING FISCAL YEAR EXCEEDED \$10,000)

The Contractor and any Subcontractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the State Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D.11. ENVIRONMENTAL PROTECTIONS

(APPLICABLE TO ALL CONTRACTS)

- A. General. Contractor agrees to comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees that it will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508, (c) Joint FHWA and FTA regulations, "Environmental Impact and Related

- Procedures,” 23 C.F.R. part 771 and 49 C.F.R. part 622, (d) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note, and (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto. (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews,” January 14, 2013, (b) Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 Fed. Reg. 66576, November 15, 2006, and (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- C. Environmental Justice. Contractor agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- D. Other Environmental Federal Laws. Contractor agrees that it will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
- E. Use of Certain Public Lands. Contractor agrees it will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- F. Historic Preservation. The Contractor agrees that it will: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq. (4) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800. (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- G. Indian Sacred Sites. The Contractor agrees that it will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with

the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

D.12. ADA ACCESS

(APPLICABLE TO ALL CONTRACTS)

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d), which prohibit discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

D.13. CIVIL RIGHTS

(APPLICABLE TO ALL CONTRACTS)

- A. Subcontract. The Contractor shall include these requirements in each subcontract entered into as part thereof.
- B. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, gender identity, sexual orientation, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- C. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- E. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D.14. CONTRACTOR ASSURANCE
(APPLICABLE TO ALL CONTRACTS)

The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTS deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph.

D.15. CARGO PREFERENCE
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS INVOLVING EQUIPMENT, MATERIALS, OR COMMODITIES WHICH MAY BE TRANSPORTED BY OCEAN VESSELS)

- A. 46 U.S.C. 55305 and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least 50 percent of the gross tonnage (competed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flagged commercial vessels.
- B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above to MTS (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

D.16. FLY AMERICA REQUIREMENTS
(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS TRANSPORTING PERSONS OR PROPERTY BY AIR OUTSIDE THE U.S.) -

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide

that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

D.17. SAFE OPERATION OF MOTOR VEHICLES
(APPLICABLE TO ALL CONTRACTS)

- A. Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or MTS.
- B. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

D.18. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, MTS shall comply with the requirements of 49 U.S.C. § 5323 (h)(2) by refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

D.19. GEOGRAPHIC RESTRICTIONS

MTS shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by federal

D.20. VETERANS EMPLOYMENT

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

D.21. BUY AMERICA

(APPLICABLE TO PURCHASE OF MORE THAN \$150,000 OF IRON, STEEL, MANUFACTURED GOODS OR ROLLING STOCK)

The Contractor's attention is directed to the "Buy America" requirements set forth in Section 165 of the federal Surface Transportation Act of 1982, and the FTA regulations implementing Section 165 (49 C.F.R. Part 661). Information on "Buy America" requirements (49 C.F.R. Part 661) is available for review at the MTS office. Contractor agrees to comply with 49 U.S.C. 5323(j), as amended by the FAST Act, and FTA regulations 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall submit to MTS with its Bid the appropriate Buy America certification included as part of the Bid Documents and Forms, except those subject to a general waiver. MTS will reject as nonresponsive Bids or offers that are not accompanied by a completed Buy America certification. This requirement does not apply to lower tier subcontractors.

D.22. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

(APPLICABLE TO EACH CONTRACT FOR TRANSIT OPERATIONS)

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
4. The contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

D.23. CHARTER SERVICE OPERATIONS

(APPLICABLE TO EACH CONTRACT FOR TRANSIT OPERATIONS)

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing

charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor shall also include the substance of this clause in each subcontract that may involve operating public transit services.

D.24. SCHOOL BUS OPERATIONS

(APPLICABLE TO ALL BUS OPERATIONAL CONTRACTS)

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

D.25. VEHICLE OPERATOR LICENSING

(APPLICABLE TO ALL BUS OPERATIONAL CONTRACTS)

The Contractor is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

D.26. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

D.27. PRIVACY ACT REQUIREMENTS

(APPLICABLE TO ALL BUS OPERATIONAL CONTRACTS)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

D.28. DRUG AND ALCOHOL TESTING REQUIREMENTS

(APPLICABLE TO ALL BUS OPERATIONAL CONTRACTS)

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any California regulation agency, or MTS, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 when requested by MTS and to submit the Management Information System (MIS) reports before March 1 annually to MTS. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

D.29. MOTOR CARRIER SAFETY

(APPLICABLE TO ALL BUS OPERATIONAL CONTRACTS)

- a. Financial Responsibility. The Contractor agrees it will comply with the economic and insurance registration requirements of the: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone, and (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387.
- b. U.S. FMCSA Requirements. The Contractor agrees it will comply with: (1) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and (2) The driver's license requirements of U.S.

FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

SECTION E - SUBMISSION INFORMATION/PROPOSAL CERTIFICATION**IMPORTANT!!!**

The following forms/information are required to be submitted with your proposal as a matter of responsiveness. **Remember, all proposals (and accompanying information) must be originals, signed, sealed, and received by MTS Procurement Department prior to the scheduled time and date. No faxed proposals will be accepted.**

- MTS Cost/Pricing Forms
- California Public Records Act Acknowledgement Form
- Status of Current and Past Contracts Form
- Designation of Subcontractors
- DBE Program - Information for MTS's Bidder List
- Equal Opportunity Program Workforce Report
- Iran Contracting Act Certification Form
- Proposer's Financial Questionnaire Form
- Buy America Form
- Certification Regarding Debarment, Suspension and Other Ineligible and Voluntary Exclusions
- Lower-Tier Covered Transactions Contractor and Subcontractor's Statement of Eligibility Form and Questionnaire
- Noncollusion Declaration Form
- Certification of Restrictions on Lobbying Form
- Disclosure of Lobbying Activities Form
- Disclosure of Lobbying Activities Continuation Sheet
- Instructions for Completion of SF-LLL Disclosure of Lobbying Activities
- Safety Department Standard Operating Procedures and Form
- Prompt Payment Certification Form (Sample)
- Addenda Acknowledgement Form

The following forms/information will be required before a contract will be signed. The successful Proposer must be able to submit this information in a timely manner upon request:

1. Contractors Environmental, Safety & Health Requirements
 2. Insurance Requirements -See Standard Conditions, and Sample Insurance Certificate.
-

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

PUBLIC COMMENT
AI 3, 12/8/22

COST/PRICING FORMS

PRICING SHEET IS ATTACHED SEPARATELY AS AN EXCEL FILE

The costs of any Work shown or required in the, Scope of Work but not specifically identified as a Cost Form are to be included in related Cost Proposal Forms and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Scope of Work.

Proposers must provide pricing for every line item for all Tabs. Failure to do so may deem your proposal as non-responsive.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price/cost/rate multiplied by the estimated quantity, shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Unit Price" column, then the amount set forth in the "Unit Price/Cost/Rate" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, MTS may recalculate the proposed price on the basis of the unit price and the proposer agrees to be bound by such recalculation. Final payment for unit price items shall be determined by MTS from measured quantities of work performed.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer. Proposals shall be valid for 180 days.

***Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.**

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.

The following Addenda have been noted and attached hereto:

FIRM / COMPANY NAME: _____

LEGAL STRUCTURE (Corp./Partner/Proprietor): _____

ADDRESS: _____

CITY, STATE & ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME OF PERSON AUTHORIZED TO SIGN: _____

TYPE OR PRINT NAME: _____

TITLE: _____

DATE: _____

Where did you hear about this procurement?

____ Newspaper (Please list: _____)

NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

(If necessary, use separate sheet(s) & submit with your Proposal)

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
CALIFORNIA PUBLIC RECORDS ACT (CPRA) ACKNOWLEDGEMENT

I/We hereby represent, acknowledge, and agree as follows:

1. MTS is a California public agency established by California Public Utilities Code, Section 120000. et. seq. , and is subject to the California Public Records Act (Government Code sec. 6250 et seq.) which provides generally that all records relating to a public agency's business are open to public inspection unless exempted from disclosure by law.
2. The bid/proposal I/we have submitted to MTS is open to public inspection under CPRA unless it is exempted from disclosure by law.
3. The bid/proposal I/we have submitted ☐ **Includes** / ☐ **Does not Include** (Check one) materials that we believe are exempt from disclosure under CPRA.
4. To the extent the bid/proposal includes materials that I/we believe are exempt from disclosure under CPRA, I/we understand that I/we must provide a letter identifying the materials that I/we believe are exempt from disclosure and explaining the basis for exemption.
5. Any materials not identified as exempt from disclosure are open to public inspection, and I/we waive any right to subsequently claim exemption from disclosure for such materials.
6. MTS at all times retains the right to make the final determination regarding what, if any, portion of a bid/proposal is subject to disclosure under CPRA.
7. Use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a bid/proposal which would prohibit or limit public inspection is not acceptable and may deem the bid/proposal non-responsive and may be rejected; labeling a page as such does not prohibit MTS from disclosing the page in response to a Public Records Act (PRA) response or in the ordinary course of business if MTS concludes it is obligated to so by applicable law.
8. To defend and indemnify MTS in any action on a Public Records Act request for any of the contents of a Bid marked TRADE SECRET, CONFIDENTIAL or PROPRIETARY.
46. 9. Marking a document as "confidential" or "proprietary" without the express written permission of MTS does not exempt a document from disclosure to third parties under state or federal law, or in the normal course of MTS's business operations. MTS has no obligation to get a respondent's permission before producing such documents.

ACKNOWLEDGED AND AGREED

Date: _____

Firm: _____

By: _____
(Sign here)

Title: _____

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
STATUS OF CURRENT AND PAST CONTRACTS

On the form provided below, Proposers shall list the status of **at least three (3)** current and past contracts where its Fixed Route Services has been implemented or are currently being installed as a prime contractor or a subcontractor during the past five (5) years.

A separate form must be completed for each contract.

Proposer shall provide an accurate contact name, telephone number, and e-mail of each contract and indicate the terms and scope of the contract and the original contract value. The Proposer must indicate if the contract has been completed or still in progress. The Proposer must also indicate if the contract was terminated by either the procuring agency or by the Contractor for cause or convenience. If the contract was terminated, list the reason for termination. The Proposer must identify and state the status of any litigation, claims, or settlement agreements related to any of the contracts.

Each form must be signed by the Proposer confirming that the information provided is true and accurate.

PROJECT CITY/AGENCY/OTHER:	
Contact Name:	Phone:
Project Award Date:	E-mail:
Terms and Scope of Contract:	Original Contract Value:
1) Status of Contract:	
2) Identify Claims / Litigation or Settlements Associated with each Contract:	

By signing this form, "Status of Current and Past Contracts," I am affirming that all of the information provided is true and accurate.

Signature

Title

Date

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

PUBLIC COMMENT
AI 3, 12/8/22

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM
DESIGNATION OF SUBCONTRACTORS – GOODS and/or SERVICES**

List Subcontractor participants below. If 100% of item is not to be performed or furnished by subcontractor, describe exact portion of item to be performed or furnished by subcontractor. The successful proposer/bidder must execute and return this form even if no subcontractor participation will be reported:

Subcontractor Company Name	Address	Description of Work	% of Work	Contractor License or Certificate Number	DIR No.	DBE, WBE, MBE, DVBE, SB, LGBT

Date: _____

Firm: _____

By: _____

Signature: _____

Title: _____

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

PUBLIC COMMENT
AI 3, 12/8/22

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
DBE PROGRAM - INFORMATION FOR MTS'S BIDDER LIST

Per U.S. Department of Transportation's (DOT's) DBE Regulation 49 CFR 26.11, MTS must obtain the following information about contractors and subcontractors whom bid/proposed on MTS's federally assisted contracts: company name; company address; company's status as a DBE or non-DBE; age of firm; and the annual gross receipts of the company. This information will be maintained in MTS's bidder/proposer list. The purpose for maintaining a bidder/proposer list is to derive data on the relative availability of DBEs in the local market. MTS may use this data in the future to help set MTS's overall DBE participation goals on federally assisted contracts.

INSTRUCTIONS: Each prime contractor and each subcontractor bidding/proposing on a MTS federally assisted contract is **required** to complete this form as part of their bid/proposal. **Photocopy this form if needed for additional subcontractors.**

- 1) What is your company's name? _____
- 2) What is your company's address? _____

- 3) What type of work does your company perform (list NAICS Codes if known)? _____

- 4) Is your company a certified DBE, MBE, WBE, DVBE, SB or LGBT? If yes, please check the applicable box and state the corresponding certification number.
☐ DBE ____ ☐ MBE ____ ☐ WBE ____ ☐ DVBE ____ ☐ SB ____ ☐ LGBT ____

- 1) How many years has your company been in business? _____ years
- 2) What are the annual gross receipts of your company (please check the applicable bracket)?
_____ Less than \$1,000,000 _____ \$23,980,001– \$50,000,000
_____ \$1,000,001 – \$15,000,000 _____ \$50,000,001 - \$100,000,000
_____ \$15,000,001 - \$23,980,000* _____ Greater than \$100,000,000

The DOT annually decides the amount of average annual gross receipts a firm must have to be eligible to become a DBE. Currently, if your company in the previous 3 fiscal years has had average annual gross receipts below \$23,980,000, your company may be eligible for DBE Certification.

- 7) Do you want MTS to provide your company additional guidance on how to become DBE certified?
YES ☐ NO ☐

Name and Title _____
Signature _____
Date _____

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EQUAL OPPORTUNITY PROGRAM
WORKFORCE REPORT**

Metropolitan Transit System (MTS) enforces an Equal Opportunity (EEO) program established under MTS policies and procedures No. 25. This program prohibits discrimination in employment and requires MTS Contractors to be equal opportunity employers. You may submit a copy of the Employer Information Report, EEO-1, in lieu of this form.

PLEASE COMPLETE ALL SECTIONS OF THIS FORM:

A. Name of Company: _____

B. AKA/DBA: _____

C. Address of Establishment Located in San Diego County (if different from above):

D. If there is no office in San Diego County, or if there are less than 15 employees in that office, include an address for your regional office that will oversee the work under MTS' contract:

City County State Zip Code

E. Employment Data - Include the employees located in San Diego County only, unless your firm employs fewer than fifteen (15) people locally. In the event, you should list the workforce of the regional office that will oversee the work under MTS' contract. Report all permanent full-time and part-time employees including apprentices and on-the-job trainees. Blank spaces will be considered as zeros.

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Indicate by gender and ethnic code the number of the above workforce, which are persons with disabilities:

OCCUPATIONAL CATEGORY	African American		Hispanic		Asian or Pacific Islander		Native American		Other		Overall Total	
	M	F	M	F	M	F	M	F	M	F	M	F
47. Executive/M anagerial												
Engineers/Architects/ Surveyors												
Professionals (N.E.C.)												
Technicians												
Sales												
Administrative Support												
Protective Services												
Services (N.E.C.)												
Craft Workers (Skilled)												
Machine Operators, Assemblers & Inspectors												
Transportation and Material Moving												
Laborers (Unskilled)												
TOTALS FOR EACH COLUMN												

DISABLED												
----------	--	--	--	--	--	--	--	--	--	--	--	--

F. The undersigned hereby certifies that the foregoing data contained herein is true and correct:

Authorized Signature Name of Signee Title Date

G. Name, Address, and Phone Number of Person to Contact Regarding this Report:

METROPOLITAN TRANSIT SYSTEM
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

ETHNIC IDENTIFICATION:

African American: (NOT OF HISPANIC ORIGIN): All persons having origins in any of the black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area, includes, China, Japan, Korea, the Philippine Islands, and Samoa.

Native American: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

Other: Caucasian and others not falling into one of the designated categories.

DISABLED DEFINITION

Any person who 1) has a physical or mental condition which limits one or more of such person's major life activities, 2) has a history of such a condition, or 3) is regarded as having such a condition. For purposes of this definition, "major life activity" means any mental or physical function or activity, which if impaired, creates a substantial barrier to employment.

OCCUPATIONAL CATEGORY LIST

Executive/Managerial

Executive, Management Related

Engineers/Architects/Surveyors

Professionals (N.E.C.)*

Mathematical and Computer Scientists

Natural Scientists

Health Diagnosing

Health Assessment and Treating

Teachers, Postsecondary

Teachers, except Postsecondary

Counselors, Educational and Vocational

Librarians, Archivists, Curators

Social Scientists and Urban Planners

Social, Recreation and Religious Workers

Lawyers and Judges

Writers, Artists Entertainers & Athletes

Technicians

Health Technologists and Technicians

Engineering and Related Technologists and Technicians

Science Technicians

Technicians, Except Health, Engineering, and Service

Sales

Supervisors and Proprietors

Sales Representatives, Finance, and Business

Services

Sales Representatives, Commodities except Retail

Sales Workers, Retail, and Personal Services

Other Sales Related

Administrative Support

Supervisors of Administrative Support

Computer Equipment Operators

Secretaries, Stenographers, Typists

Information Clerks

Records Processing, Except Financial

Financial Records Processing

Duplicating and Other Office Machine Operators

Communications Equipment Operators

Mail and Message Distributing

Material Recording and Distributing Clerks

Adjusters and Investigators

Other Office/Clerical

*N.E.C.: Not Elsewhere Classified

Protective Services

Supervisors of Protective Services

Firefighting and Fire Prevention

Police and Detectives

Guards & Other Protective Services

Services (N.E.C.)*

Private Households

Food Preparation and Services

Health Services

Cleaning and Building Services

Personal Services

Craft Workers (Skilled)

Supervisors of Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Repairers

Heating, Air Conditioning, Refrigeration, Mechanics

Other Mechanics and Repairers

Supervisors of Construction Trades

Construction Trades, Except Supervisors

Extractive Occupations

Precision Production Occupations

Machine Operators, Assemblers & Inspectors

Metalworking and Plastic Working Machine Operator

Metal and Plastic Processing Machine Operators

Woodworking Machine Operators

Printing Machine operators

Textile, Apparel, and furnishing Machine Operators

Machine Operators, Assorted Materials

Fabricators, Assembler and Hand Working Occupations

Production Inspector, Tester, Sampler, Weigher

Transportation and Material Moving

Motor Vehicle Operators

Rail Transportation Occupations

Water Transportation Occupations

Material Moving Equipment Operators

Laborers (Unskilled)

Handlers

Equipment Cleaners

Helpers & Laborers

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ MTS has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, MTS will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

PUBLIC COMMENT
AI 3, 12/8/22

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM
FIXED ROUTE SERVICES**

PROPOSER'S FINANCIAL QUESTIONNAIRE FORM

1. Name of Firm: _____
Address: _____
Contact Name: _____
Contact Information: Phone: _____ Fax: _____ Email: _____
2. Provide additional client names and addresses (with contacts, phone numbers, & email) for which Proposer has performed similar work within the past five (5) years:

Reference 1: _____

Reference 2: _____

Reference 3: _____

3. Name your principal financial institution for financial responsibility reference.

Name of Bank: _____

Street Address: _____

City and State: _____ Telephone: () _____ - _____

Officer Familiar with Proposer's Account: _____
4. Proposer's Business License No. _____

Original Date Issued _____ Expiration Date _____

Proposer's DUNS No. _____ Expiration Date _____
Proposer's System for Award Management (SAM) No. _____ Expiration Date _____

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

PUBLIC COMMENT
AI 3, 12/8/22

5. The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

6. All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

7. Has Proposer ever failed to complete any work awarded to it? If so, when, where, and why?

8. Corporation organized under the laws of the State of _____

Official, legal name of proposing firm or individual (Type or Print)

Note: The above representations regarding the Proposer's license are made under penalty of perjury.

Signed by: _____ Date: _____

Type or Print Name and Title

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
SAFETY DEPARTMENT
STANDARD OPERATING PROCEDURES
FOR CONTRACTORS SAFETY AND HEALTH REQUIREMENTS

(SAF 016-03)
January 2003

SAF 016-03

Purpose: To establish environmental, safety and health requirements for the San Diego Metropolitan Transit System (MTS) Contractors.

Background: MTS is committed in providing and maintaining a safe work place, safe plant and equipment, and a safe and competent workforce as required by legislation and best industrial practice for our employees, customers, visitors, and general public.

To support this commitment, we require our Contractors to provide adequate leadership and safety training for their employees and require the same of their sub-Contractors.

Objectives: This SOP requires all MTS Contractors to:

- Comply with the environmental, safety and health requirements of the contract as per FTA, OSHA, Cal OSHA, and San Diego Metropolitan Transit System (MTS).
- Assign a competent person the responsibility for the implementation of the safety regulations, personal protective equipment usage, and compliance with hazardous materials/environmental policies, and drug and alcohol program.
- Ensure that all Contractor employees and sub-Contractors are trained and educated in safety and support on-site Contractors on safe work and MTS safety programs.
- Sign the MTS Contractual Agreement with Outside Agencies (Safety Rules).

MTS Representatives are required to:

- Pro-actively monitor the Contractors' workplace to identify all occupational health and safety hazards – Departmental/Safety representative.
- Safety and contract requirements compliance – Audit/Inspection conducted and documented (schedule and spot check) by Quality Assurance Department.

NOTE: Copies of both MTS Illness and Injury Prevention Program (IIPP) and the MTS Maintenance Department Code of Safe Practices are available in the Safety Department's office. MTS handles the Engineering/Construction site safety plans.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

SAFETY RULES

**MTS Contractual Agreement with Outside Agencies
Work on MTS Premises**

A. Safety Rules

These safety rules apply specifically to Contractors, Contractor's employees, or sub-Contractors working on Metropolitan Transit System (MTS) property. Any loss or damage, including death, resulting from Contractors, Contractor's employees, or subcontractor's negligence shall hold MTS management and employees harmless from any such loss. No work shall be performed on MTS property without approval and proper permits, when required. Requirements:

1. Comply with Cal OSHA, state, local and MTS' safety, and environmental policies.
2. Observe and follow all posted facilities safety regulations.
3. Use the proper Personal Protective Equipment required for the job.
4. No illegal drugs or alcohol will be consumed on site or off the premises while working for MTS.

B. Use of Tools and Equipment (when required)

1. Required Tools and Equipment must be in good condition, safe for use and calibrated (if required).
2. Follow safe engineering work practices/procedures.
3. Wear the required personal protective equipment when using tools.

C. Machinery and Vehicles (when required)

1. Do not attempt to operate MTS machinery or equipment without special permission.
2. Only licensed operators may operate Forklift Trucks and other equipment on MTS occupied spaces.

D. Contractor Requirements (when required)

1. Valid Contractor's license number.

Date: _____

Authorized Representative: _____ Title: _____
Signature

Your signature implies that you have read and understand and agree to follow these safety requirements.

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BUY AMERICA CERTIFICATE

(Steel or Manufactured Products)

ALTERNATIVE A

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 C.F.R. 661.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

CERTIFICATE FOR NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

ALTERNATIVE B

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1) but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

NOTE: COMPLETE EITHER ALTERNATIVE A OR B - DO NOT COMPLETE BOTH.

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

PUBLIC COMMENT
AI 3, 12/8/22

ADDITIONAL INFORMATION FOR BUY AMERICA CERTIFICATE - ALTERNATIVE B

The bidder hereby certifies that it cannot comply with the requirements of Section 49 U.S.C. 5323 (j)(1), but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7.

Item No.	Description	Type of Waiver Requested by No. (1)	Indicate Rolling Stock or Nonrolling Stock	Description of Foreign Components of Item	Unit Procurement Cost of Foreign Components of Item

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

Notes: (1) For "Type of Waiver Requested," See Buy America, Section 7-5.8. List 1, 2, 3 or 4.
(2) Bidder must complete either Alternative A or B, Buy America Certificate.

KLANDERS
BF-BUYAM.DOC
10/25/11

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBLE AND
VOLUNTARY EXCLUSIONS LOWER TIER COVERED TRANSACTIONS**

CONTRACTOR AND SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

(Provide one completed Form for the Prime Contractor and any Subcontractors)

MTS may not permit a contractor or subcontractor to bid on, be awarded, or perform work on a public works project if the contractor or subcontractor is ineligible to bid on, be awarded or perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

In addition, MTS may not award any federally funded contract over \$25,000 to a contractor or subcontractor that is excluded or disqualified pursuant to 2 CFR Part 180 Subpart C.

The prime/subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

QUESTIONNAIRE

Has the Contractor, or any officer, principal, affiliates or employee of the Contractor ever been debarred, suspended, proposed for debarment, declared ineligible or otherwise prevented from bidding on, or completing a federal, state, or local government project?

YES ☐ NO ☐

If the answer is yes, or where the prime/subcontractor is unable to certify any of the statements in the above certifications, such prime/subcontractor shall attach an explanation (i.e. date, background, resolution) with this form.

Note: Failure to provide this form at the time of Bid/Proposal will not result in a finding of a non-responsive bid/proposal. Submittal of this form for The Prime Contractor and all Subcontractors is required for a Bidder/Proposer to be deemed "Responsible." MTS encourages Bidders to complete and submit all forms at the time of bid/proposal.

Prime Contractor

Business Name: _____

License No. (if applicable) _____

DUNS No. _____

Name and Title of Certifying Official _____

Signature: _____

Date: _____

**Subcontractor (if more than one, use additional
pages)**

Business Name: _____

License No. (if applicable) _____

DUNS No. _____

Name and Title of Certifying Official _____

Signature: _____

Date: _____

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

(23 U.S.C. § 112(c) and California Public Contract Code § 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date), at _____(city), _____(state).

Name of Contractor: _____

Signature of Contractor: _____ **Date:** _____
(SIGN HERE)

KLANDERS
3/15/12

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

The CONTRACTOR hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

PSmith
BF-LOBBY.DOC
8/10/98

WRITTEN PUBLIC COMMENT
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PUBLIC COMMENT
AI 3, 12/8/22

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

PSmith/BF-CONTINUATION - 8/10/98

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
 - B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
PROMPT PAYMENT CERTIFICATION FORM

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
PROMPT PAYMENT CERTIFICATION FORM

PURPOSE: This certification is used to monitor compliance by prime contractors to promptly pay its subcontractors. In accordance with DOT's DBE Regulations and MTS's DBE Program, prime contractors must pay its subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment from MTS. Any delay or postponement of payment over thirty (30) days must be for good cause and after receipt of prior written approval from a MTS Project Manager.

INSTRUCTIONS: Please complete the below Prompt Payment Certification Form and return to MTS within **14 days** after receipt of payment from MTS at the following email address: antonio.monreal@sdmts.com. If there is more than one subcontractor on the contract, please complete a separate Prompt Payment Certification Form for each subcontractor.

1. CONTRACTOR INFORMATION

Contractor Name: _____ Contract No. _____ Work Order No. _____

Telephone No. _____ Email Address _____

2. PAYMENT INFORMATION

- a) Name of Subcontractor: _____
- b) Type of Services or Materials Provided by Subcontractor (state NAICS code if known): _____
- c) Date Last Payment Received from MTS? _____
- d) Was any of that payment for services/materials provided by the subcontractor? If YES, please answer questions e-g. If NO, proceed to Part 3 Certification. _____
- e) When was the Subcontractor paid for the services/materials it provided? * Prime contractors must pay its subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment from MTS* _____
- f) If payment was delayed or postponed over thirty (30) days, was the reason for good cause? (Explain) _____
- g) If payment was delayed or postponed over thirty (30) days, who at MTS pre-authorized the delay or postponement and when was such pre-authorization given? _____

3. CERTIFICATION

The contractor hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

Signature _____ Title _____ Date _____

***** FOR MTS USE ONLY *****

Date Certification Received _____ Contractor Compliant _____
Contract Administrator _____ Date Reviewed _____

WRITTEN PUBLIC COMMENT
RETURN THIS FORM WITH YOUR PROPOSAL

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
FIXED ROUTE SERVICES
MTS Doc. No. B0708.0-20

ADDENDA ACKNOWLEDGEMENT FORM

Proposer acknowledges the receipt of the following Addenda:

<i>ADDENDUM</i>	<i>CHECK (✓) RECEIVED</i>	<i>DATE RECEIVED</i>		<i>ADDENDUM</i>	<i>CHECK (✓) RECEIVED</i>	<i>DATE RECEIVED</i>
ADDENDUM NO. 1				ADDENDUM NO. 4		
ADDENDUM NO. 2				ADDENDUM NO. 5		
ADDENDUM NO. 3				ADDENDUM NO. 6		

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

PLEASE PRINT NAME OF INDIVIDUAL RESPONSIBLE FOR THE PREPARATION OF THIS PROPOSAL:

DATE: _____

PRINT NAME: _____

SIGNATURE OF PROPOSER: _____
(Sign Here)

TITLE: _____

SECTION G – ATTACHMENTS

- ATTA 1 MTS WAGE POLICY 31 SECTION 31 10
- ATTA 2 PORTABLE DRIVER RESTROOM LOCATIONS
- ATTA 3A DRIVER TRAINING PROP FORM 6 1 21
- ATTA 3B MAINT TRAINING PROP FORM 6 1 21
- ATTA 4A & 4B KEY PERSONNEL - STAFFING PLAN
- ATTA 5A FLEET SERIES DETAILS
- ATTA 5B & 5C ASSET INVENTORY
- ATTA 6 REQUIRED REPORTS
- ATTA 7 MTS INFORMATION SECURITY AND TECHNOLOGY POLICY V1
- ATTA 8 SAMPLE AFTER ACTION REPORT 02022017 OBA REAL-TIME OUTAGE
- ATTA 9 MTS POLICY 57 RECORDS RETENTION



6:24   

 5G  82% 

Attachment #1.0
facebook



See more

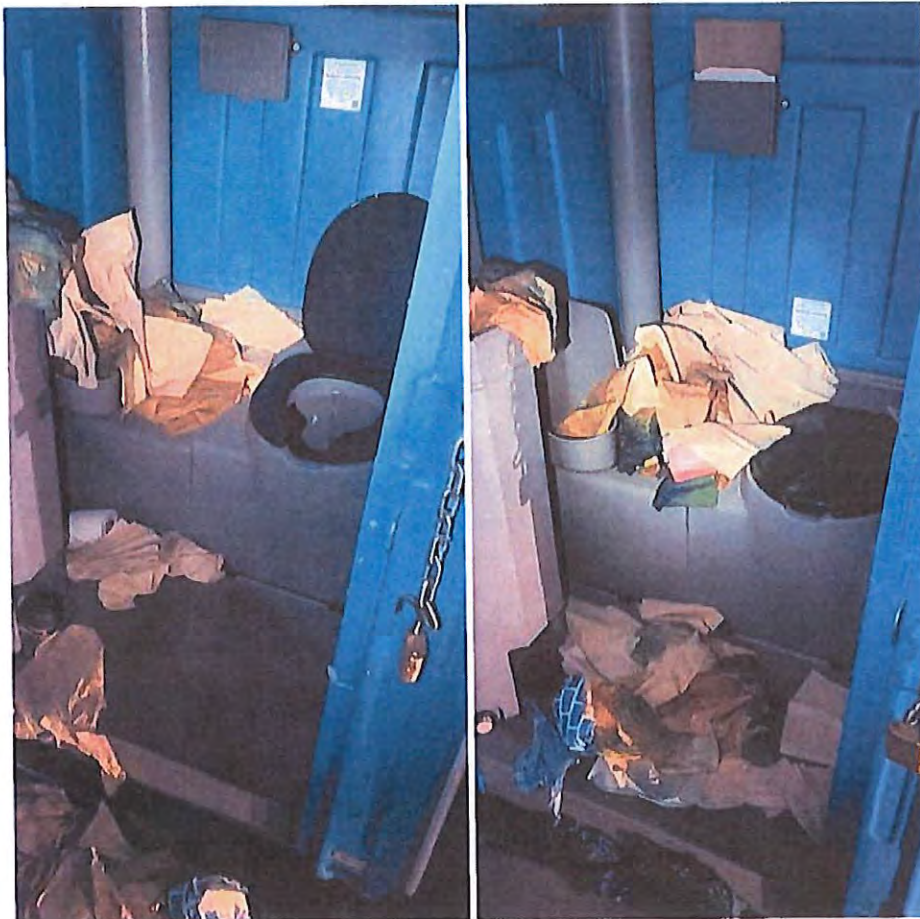




TR4N5DEV SB & CV Bus Drivers



 · 41m · 

Euclid trolley



  You and 1 other

3 comments



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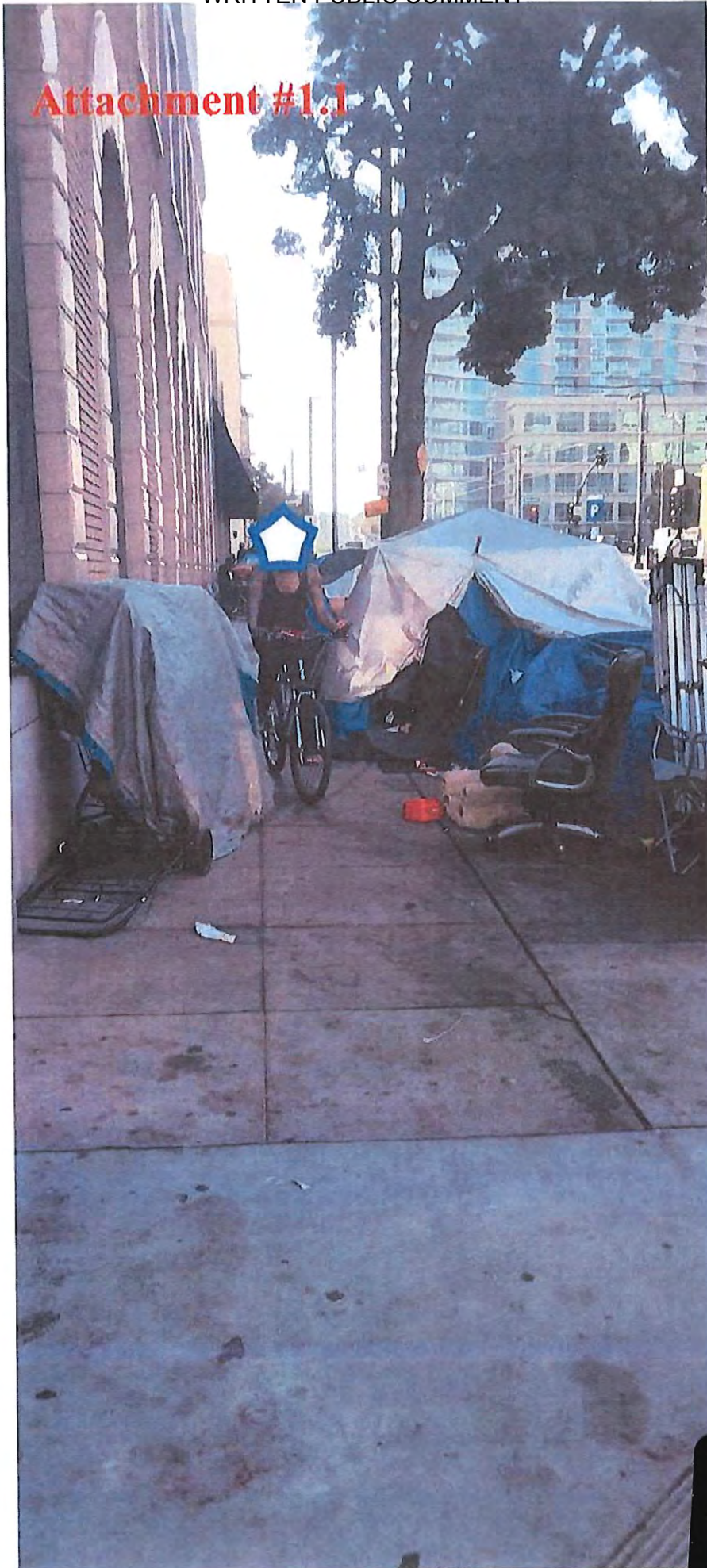


Comment



Send

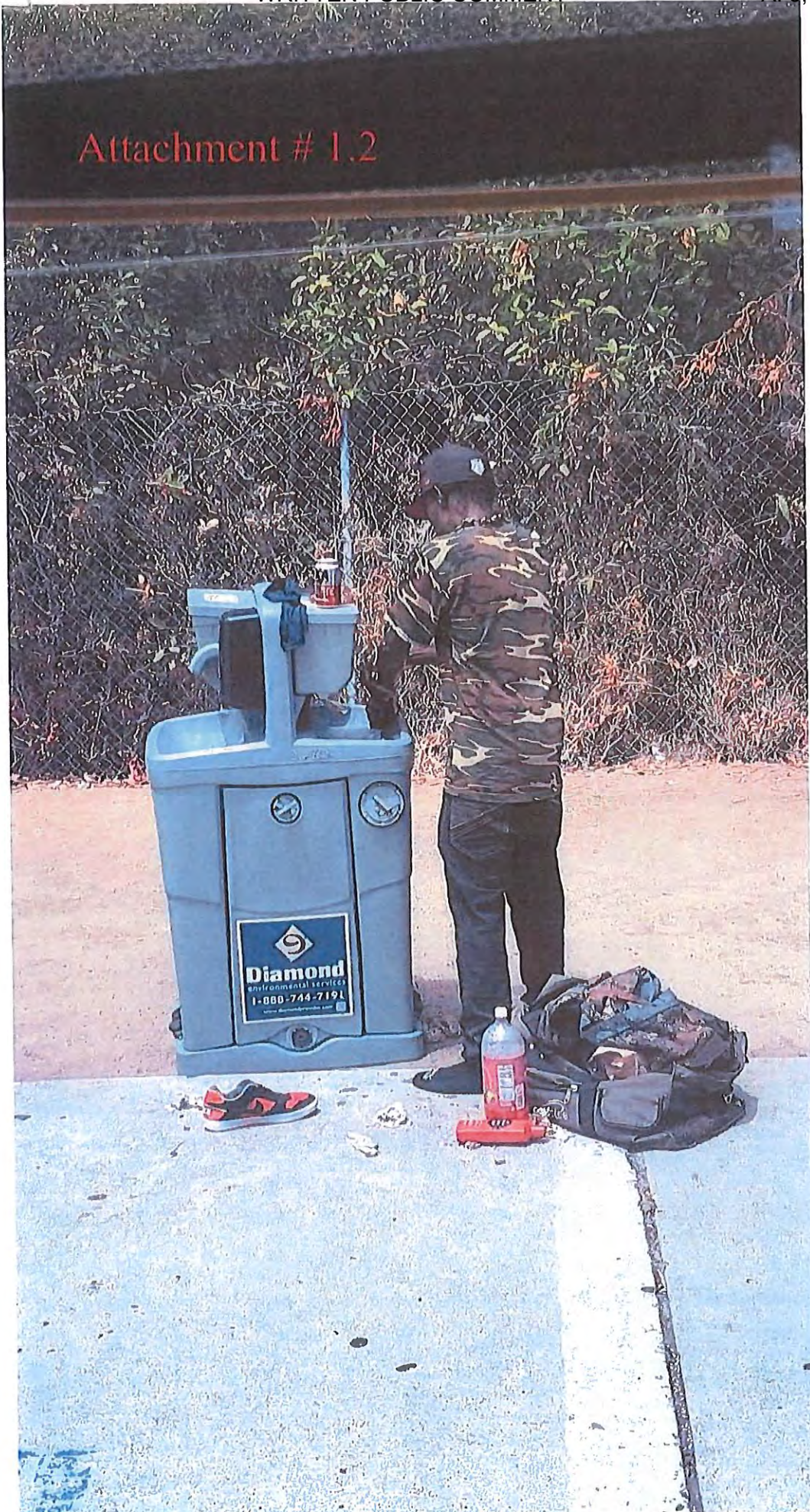
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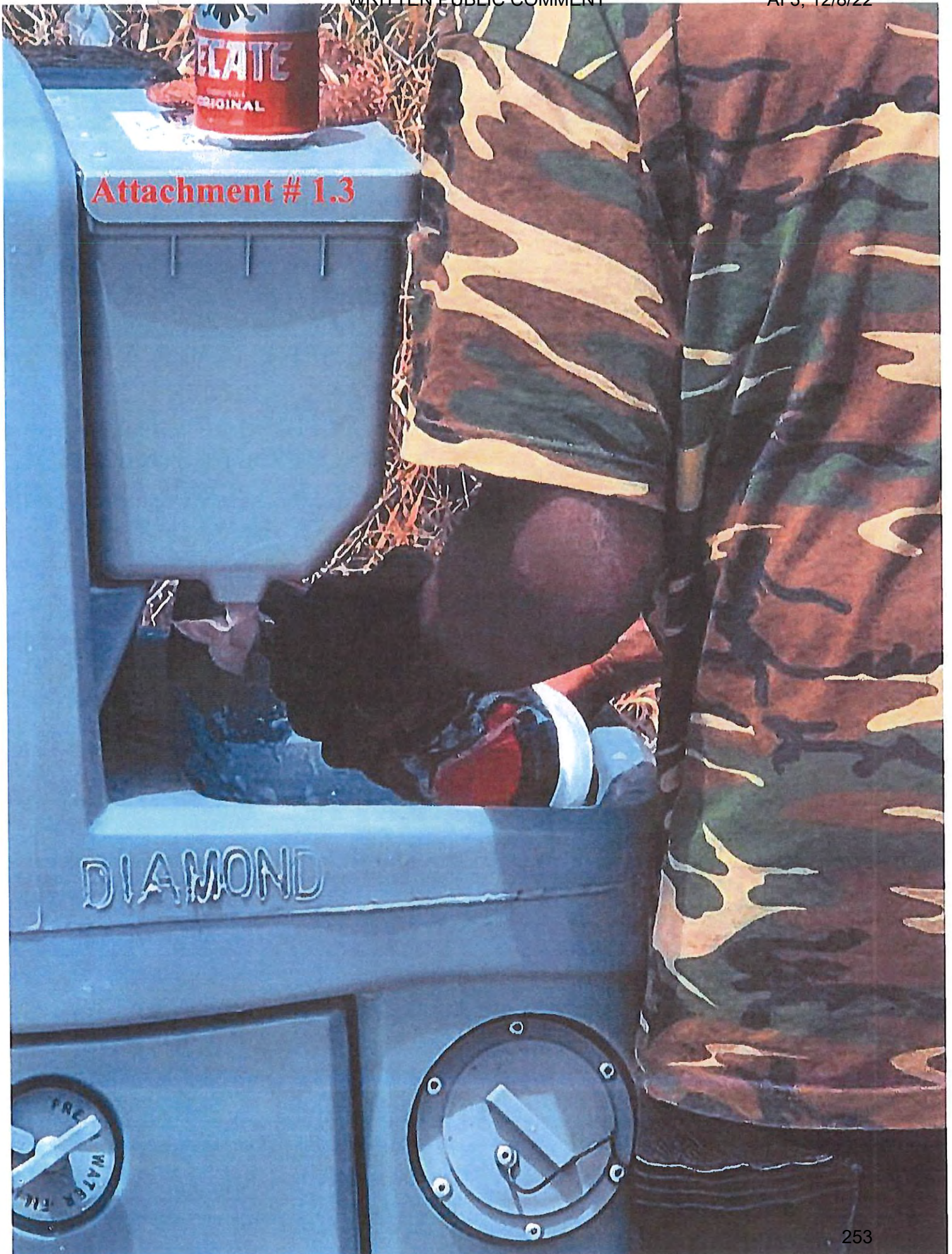


EXHIBIT

3
251

Attachment # 1.2





Attachment # 1.3

DIAMOND

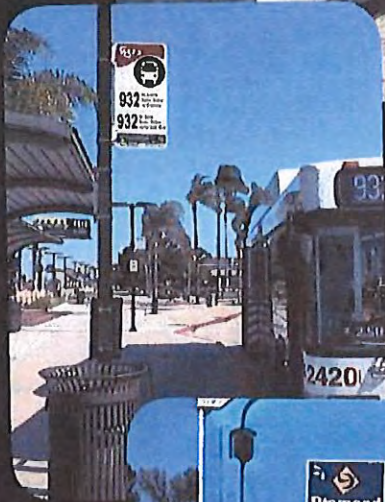
8:14



Attachment # 1.4



T

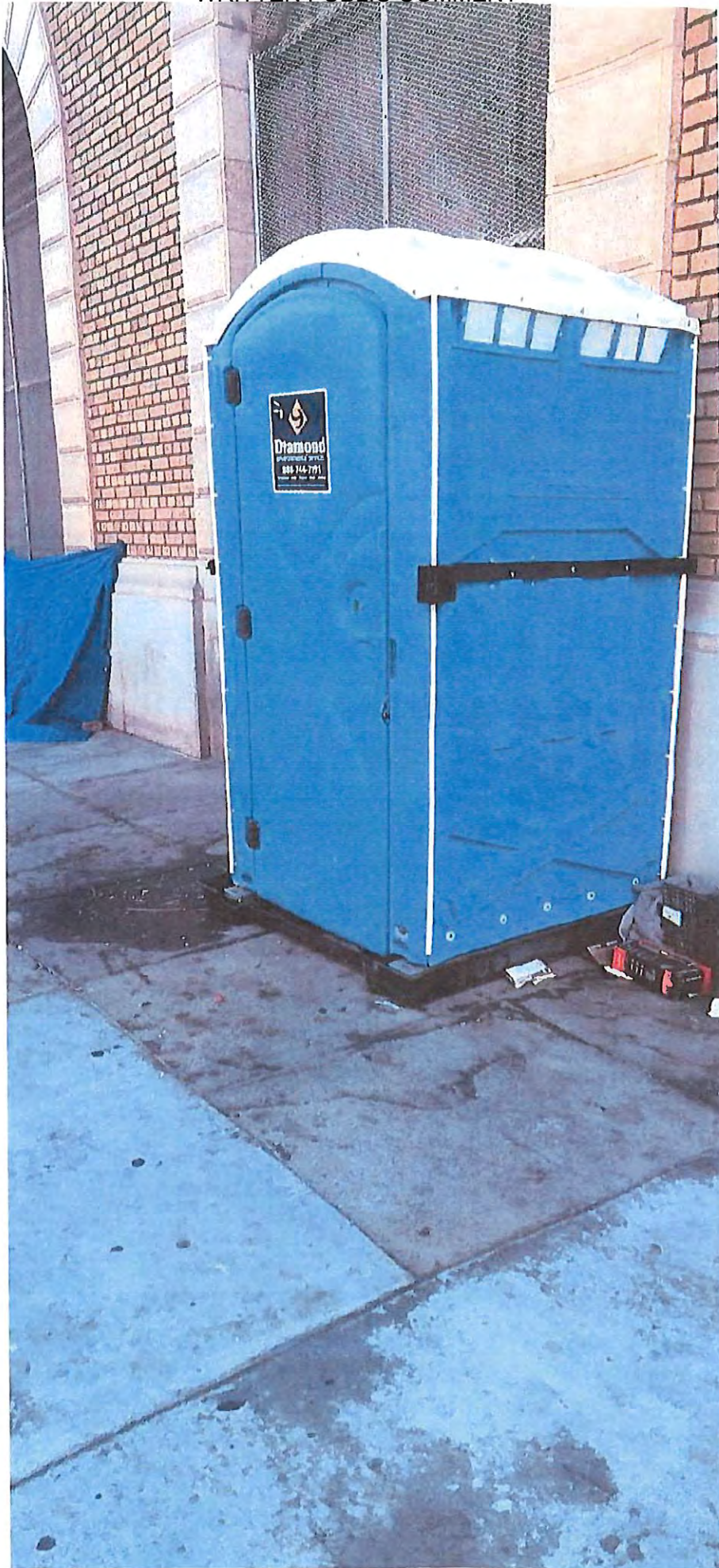


These are the bathrooms on E Street Transit Center. They call radio today's August 5th 22 and they haven't responded



Text Message





IN - MEETING PUBLIC COMMENT

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

CALL-IN PUBLIC COMMENT

Zack Defazio Farwell with Ride SD, provided a public comment for agenda item #3. Defazio Farwell's statement will be reflected in the minutes.

CALL-IN PUBLIC COMMENT

Connor Proctor with Ride SD, provided a public comment for agenda item #3. Proctor's statement will be reflected in the minutes.

CALL-IN PUBLIC COMMENT

Corinna Contreras with Climate Action Campaign, provided a live public comment for agenda item #3. Contreras's statement will be reflected in the minutes.



Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 2022

SUBJECT:

APPOINTMENT OF AD HOC NOMINATING COMMITTEE FOR RECOMMENDING
APPOINTMENTS TO MTS COMMITTEES FOR 2023 (SHARON COONEY)

RECOMMENDATION:

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

Budget Impact

None.

DISCUSSION:

Each year, the Board makes appointments to the following committees:

- Accessible Services Advisory Committee (ASAC)
- Airport Authority Advisory Committee
- Audit Oversight Committee
- Budget Development Committee
- Executive Committee
- Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN)
- Public Security Committee
- San Diego Association of Governments (SANDAG) Board
- SANDAG Regional Planning Committee
- SANDAG Transportation Committee
- San Diego Regional Building Authority
- Taxicab Advisory Committee

The Executive Committee membership is governed by MTS Board Policy 22.8. The Audit Oversight Committee membership is governed by MTS Board Policy 22.9. Attachment B is a table of committee appointments for 2022.



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

The Ad Hoc Nominating Committee normally meets in late December or early January, after the upcoming appointments to the MTS Board are generally known, and forwards its recommendations for appointments of officers and committee members on or before the first Board meeting in January.

The election procedures to appoint an Ad Hoc Nominating Committee pursuant to Robert's Rules of Order are as follows:

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

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Board Policy No. 22
B. Table of MTS Committees for 2022



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Policies and Procedures

No. 22

Board Approval: 6/13/19

SUBJECT:

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

PURPOSE:

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

BACKGROUND:

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

22.1 Membership and Organization

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

22.1.2 The Board consists of 15 members selected as follows:

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



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

22.1.3 [RESERVED]

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

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

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

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

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

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

22.2 Meetings

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

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

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

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

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

22.3 Amendments

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

22.4 Ordinances

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

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

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

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

22.5 Public Comment

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

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

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

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

22.6 Chairperson

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

22.7 Election of Board Officers and Appointments to Committees

- 22.7.1 On or before the Board's first meeting in November, the Board shall appoint less than a quorum of members to an Ad Hoc Nominating Committee. The Ad Hoc Nominating Committee shall review the list of MTS committees and make recommendations to the Board with respect to the appointment of members of the Board or former Board members to serve on each MTS committee.
- 22.7.2 The Ad Hoc Nominating Committee shall also review the list of outside boards and/or committees and make recommendations to the Board with respect to the appointment of members of the Board to represent MTS on each outside board or committee.
- 22.7.3 The Ad Hoc Nominating Committee shall also make a recommendation to the Board with respect to the appointment of the Vice Chairperson and the Chair Pro Tem and any other board officers.
- 22.7.4 The Ad Hoc Nominating Committee shall forward its recommendations for appointments of officers and committee members on or before the first Board meeting in January.
- 22.7.5 At its first meeting in January, the Board shall elect a Vice Chairperson and a Chair Pro Tem from amongst its members. The Vice Chairperson shall preside in the absence of the Chairperson. In the event of the absence or inability to act by the Chairperson and Vice Chairperson, the Chair Pro Tem shall preside.

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

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

22.8 Executive Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.9 Audit Oversight Committee

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

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

- 22.9.2 No additional compensation shall be paid to the members of the Audit Oversight Committee unless a meeting takes place on a day other than a regularly scheduled MTS Board meeting or MTS Executive Committee meeting. Compensation shall be paid to any additional voting members who are appointed to serve on the Audit Oversight Committee. No compensation shall be paid to any non-voting advisory member appointed by the MTS Board.
- 22.9.3 The primary duties and responsibilities of the Audit Oversight Committee shall be to ensure that management is maintaining a comprehensive framework of internal control, to ensure that management's financial reporting practices are assessed objectively, and to determine to its own satisfaction that the financial statements are properly audited and that any problems uncovered in the course of the audit are properly reported and resolved.
- 22.9.4 The Audit Oversight Committee shall:
- a. Review the scope of the annual financial statement audit and any other audits the committee feels are appropriate. The financial statement or CAFR audit should be conducted by an external, independent, public accounting firm experienced in municipal financial audits (external auditor).
 - b. Review the purpose and scope of any nonaudit services to be performed by the external auditor.
 - c. Oversee the procurement of the external auditor and any related advisory services with final approval by the Board.
 - d. Oversee the preparation of annual financial statements, the annual financial reporting process, internal controls, and the external auditor using an appropriate degree of professional skepticism.
 - e. Assess the performance of the external auditor.
 - f. Provide a forum for internal auditor(s) to report findings during committee meetings. Internal auditor(s) are MTS employee(s) who report to management and primarily perform operational and compliance audits. In unusual circumstances involving significant fraud, waste, or abuse, the internal auditors must contact the Chairperson of the Audit Oversight Committee.

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

22.9.5

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

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

22.9.6

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

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

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

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

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

22.10 Board Member Standards of Conduct

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

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

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

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

22.10.4

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

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

22.10.5

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

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

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

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

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

2022 SLATE OF MTS COMMITTEES AND OUTSIDE AGENCY APPOINTMENTS

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



Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 2022

SUBJECT:

CLEAN NATURAL GAS (CNG) FUELING STATION EQUIPMENT REPLACEMENT –
CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. B0729.0-21 (in substantially the same format as Attachment A), with Trillium USA Company, LLC (Trillium), in the amount of \$207,072.90.

Budget Impact

The total cost of this amendment is estimated to be \$1,697,728.00. This project is funded by MTS Capital Improvement Project (CIP) 3008116901– Kearny Mesa Division (KMD) CNG Compressor Replacement Project.

DISCUSSION:

On December 16, 2021 (AI 18), the MTS Board approved a contract with Trillium to provide CNG fueling station operations and maintenance services for six base years and four option years; and provide state of good repair capital improvements on equipment replacements and upgrades, for a total of \$13,644,795.35 (\$13,323,126.75 + \$321,668.60 contingency for the equipment).

One of the equipment replacement projects was the KMD CNG compressor replacement with a Board approved amount of \$1,490,655.10.

This amount was based on Trillium's proposed cost from July 2021 at \$1,355,141.00 plus 10% contingency (\$1,355,141.00 + \$135,514.10 = \$1,490,655.10).

On August 11, 2022, MTS issued Purchase Order #4500048838 for \$1,481,310.00 for the purchase of the compressor which has a long lead time. It has been determined that additional upgrades including electrical are necessary to meet the needs of the modern CNG compressor.



On November 28, 2022, Trillium provided a proposal for the upgrades at \$216,418.00.

With this proposal, this results in an increase of \$207,072.90 from the previously Board approved amount as summarized in the table below:

KMD CNG Compressor Replacement	
Current Board approved amount	\$1,490,655.10
PO # 4500048838 issued for the compressor equipment	\$1,481,310.00
Costs for additional upgrades	\$216,418.00
Total for compressor equipment and upgrades	\$1,697,728.00
Difference over current Board approved amount	\$207,072.90

MTS's Independent Cost Estimate for the upgrades is \$211,313.77. Compared to the proposal at \$216,418.00, staff deems the 2.4% price differential to be fair and reasonable.

Therefore, staff recommends that MTS Board of Directors authorize the CEO to execute Amendment No. 1 to MTS Doc. No. B0729.0-21 (in substantially the same format as Attachment A), with Trillium USA Company, LLC (Trillium), in the amount of \$207,072.90.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment No. 1, MTS Doc. No. B0729.0-21
B. Cost Proposal



**Metropolitan
Transit
System**

Amendment 1

November 29, 2022

MTS Doc No. B0729.1-21

CLEAN NATURAL GAS (CNG) FUELING STATION EQUIPMENT REPLACEMENT

Trillium USA Company, LLC
Ryan Erickson
Vice President
2929 Allen Parkway, Suite 4100
Houston, TX 77019

This shall serve as Amendment No.1 to the original agreement B0729.0-21 as further described below.

SCOPE

Contractor provides CNG fueling station operation and maintenance (O&M) services and various equipment replacements.

This amendment adds additional upgrades to the KMD CNG compressor replacement as shown in the proposal attached as Exhibit A.

SCHEDULE

There are no changes to the overall schedule of the agreement.

The contract term remains six (6) base years and two 2-year options years, exercisable at MTS's sole discretion, for a total of 10 years, terminating February 29, 2032.

PAYMENT

The total cost for GROUP A – CNG Fueling Station O&M Maintenance Services remains unchanged at \$6,028,997.35 for the base years and \$4,077,443.41 for the option years, for a total of \$10,106,440.75.

This amendment adds \$216,418.00 to the contract for the CNG compressor replacement at the Kearny Mesa Division (KMD). The total cost for GROUP B – Equipment Replacement is increased from \$3,216,686.00 to \$3,433,104.00.

This amount shall not be exceeded without prior written approval from MTS.

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



Sincerely,

Agreed:

Sharon Cooney
Chief Executive Officer

Trillium USA Company, LLC

Date: _____

Cc: E. Belknap, Contract File

Attachments:

A. Exhibit A – Cost Proposal

DRAFT

San Diego MTS Kearny Mesa Compressor Upgrade



Quote

San Diego MTS's Kearny Mesa Division has two (2) older Gemini Compressors that require replacement. The compressors are near the end of their life and require a full replacement. This project consists of the replacement of two (2) older Gemini CNG compressors at KMD with new CNG compressors. As mentioned during the RFP process, Trillium **emphatically** recommends upgrading the electrical gear as it is over 20 years old and beyond end of life. Soft start reliability degrades after 10 years. If left in place, this equipment is unlikely to have durability to support the new CNG compressors' life cycle.

Equipment only Quote – Approved by MTS on 8/11/2022 via PO 4500048838

CNG Scope		Price
Equipment		
-	Two (2) JW Compressors \$693,292 ea	\$1,386,584.00
-	Valves	\$8,595.00
-	One (1) 600A Switchboard & two (2) standalone 300HP motor Starters	\$86,131.00
	Sales Tax (7.75%) equipment/materials	Included
	Markup 18%	Included
Equipment Budget		\$1,481,310.00

Remaining Quote without Equipment – Valid thru 1/31/2023

CNG Scope		Price
Project Management		\$8,901.00
Design/Engineering		\$19,239.00
Construction		\$155,333.00
-	Mechanical \$70,016 [\$35,032 Material, \$34,984 Labor]	
-	Civil \$24,881 [\$15,506 Material, \$9,375 Labor]	
-	Electrical \$60,436 [\$33,769 Material, \$26,667 Labor]	
Programming & Commissioning		\$6,901.00
	Project Subtotal	\$190,374.00
	Sales Tax (7.75%) equipment/materials	Included
	Markup 15%	Included
	Freight (All equipment)	\$19,871.00
	Bonds	\$6,173.00
Remaining Project Budget - Compressor Upgrade with Electrical Gear		\$216,418.00

Assumptions and Clarifications

- Trillium to provide two (2) JW Compressor Model EA-250-4 JGA/4 utilizing Ariel 250 HP electric driven compressors producing 615 scfm each, including soft start technology to minimize energy usage.
- Trillium to provide one (1) 600A switchboard and two (2) standalone 300HP motor starters to support the new CNG compressors.
- Compressor lead time currently at 32 weeks, but subject to change due to supply chain delays.
- Prevailing wage applies.
- Buy America applies.
- Design and Engineering included.
- Project Management, Programming, Commissioning, and Training included.
- Civil, Mechanical, and Electrical Construction included.
- Freight and Taxes are included.
- Permitting included.
- Assumes re-use of the existing foundation.
- Assumes replacement of the tubing, conduit, and wiring runs only for the tie-in points.
- Assumes existing power utility can handle the increased load from this upgrade.
- Assumes natural soils to have a bearing capacity of 2,000 psf and are not contaminated.



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	\$1,136,366.24

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

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

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:

Sharon Cooney, Chief Executive Officer

Daniel Brault, President
Electro Specialty Systems

Date: _____



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

Contract Term	LRV Fleet	SDTI Buildings	IAD Buildings	KMD Buildings	Security Office Trailer
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
Total	\$7,416,023.47	\$1,364,203.86	\$586,460.52	\$424,617.92	\$22,147.20
GRAND TOTAL (6 Years)					\$9,813,452.97



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
Total	100

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

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



**Metropolitan
Transit
System**

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 35th St. Suite A
National City CA 91950
City State Zip
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: 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 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. 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

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

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 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 29th 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 “12th & 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>BREAKDOWN OF DAILY, WEEKLY, BI-MONTHLY, MONTHLY, QUARTERLY AND BI-ANNUALLY SERVICES OF RESTROOMS AND LOCKER ROOM</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.
Incidentals:		
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)

SECTION B.11	IMPERIAL AVENUE DIVISION (IAD) AND KEARNY MESA DIVISION (KMD) FACILITIES (GENERAL)
SECTION B.12	PERFORMANCE REQUIREMENTS FOR ATTACHMENTS

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 ²	IAD	Administration Building – 2 nd Floor
Attachment O	1,800 ft ²	IAD	Administration Building – 1 st Floor
Attachment P	10,838 ft ²	IAD	(RAM) Building – 2 nd Floor
Attachment Q	1,212 ft ²	IAD	(RAM) Building – 1 st Floor
Attachment R	3,600 ft ²	KMD	Maintenance Building - 2 nd Floor
Attachment S	7,200 ft ²	KMD	Transportation Building
Attachment T	1,300 ft ²	KMD	Maintenance Building – 1 st Floor
Attachment V	10,800 ft ²	IAD	Side Walk (concrete)
Attachment W	1256 ft ²	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 2nd 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 & 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.**



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

Attachments: A. Draft Agreement, MTS Doc. No. PWL360.0-23
B. Cost Form



Metropolitan Transit System

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
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
Subtotals		\$ 126,045.00	\$ 133,464.00	\$ 141,050.00	\$ 149,110.00	\$ 157,672.00
Monthly Fee (Subtotal/12 months)		\$ 10,503.75	\$ 11,122.00	\$ 11,754.17	\$ 12,425.83	\$ 13,139.33
Grand Total		\$ 707,341.00				

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
ELECTRICAL						
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)	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC/Mechanical						
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%



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

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

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

I. Goals of MTS's DBE Program

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

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



II. MTS's DBE Triennial Overall Goal for FFY 2022-2024

The DBE regulations require MTS to prepare a DBE Triennial Overall Goal. The DBE Triennial Overall Goal is established upon the number of ready, willing, and able DBE contractors within MTS's geographic market area that are available to bid on MTS's federally assisted procurements (excludes transit vehicle procurements). For FFY 2022-2024 (October 1, 2021 to September 30, 2024), MTS's aspirational DBE Overall Goal is **6.3%** on federally funded contracts.

III. Participation by certified DBEs

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

- (1) have a majority owner who is **socially and economically disadvantaged** (Native Americans, African Americans, Hispanics, Asian-Pacific, Subcontinent Asian Americans and women are currently presumed to be socially and economically disadvantaged by the DOT);
- (2) the majority owner must have a personal net worth of less than **\$1,320,000**; and
- (3) the business must be a **small business** and, for *most* types of businesses, have average annual gross receipts less than **\$26,290,000**.

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

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

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

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

1. outreach to new vendors to discuss the benefits of DBE, MBE, DVBE, WBE, SB, PDBE and/or LGBTBE certification and what qualifications are necessary to become certified, as some may already qualify;
2. outreach to vendors requesting that they register on PlanetBids so they can receive automatic notification of upcoming MTS formal procurements;

3. for small purchase procurements in which MTS must seek out three (3) bids, MTS aims to advertise more of these procurement on PlanetBids so as to increase the potential of DBEs, and SBEs learning of the procurement, if such a contractor is available to perform the work;
4. for small purchase procurements in which MTS must seek out three (3) bids, seeking at least one (1) of those bids from a DBE or SBE, if available; and
5. attend and actively promote small business conferences and programs to alert DBEs and SBEs of upcoming MTS contracting opportunities and to educate about MTS's DBE program.

MTS was able to attend the following events since July 2022: San Diego Airport DBE Outreach Virtual Event on July 18, 2022; CALTRANS District 11 Local Small Business Council Meeting on August 24, 2022; Drabkin's Hot Topics: Past Performance and Small Business Virtual Event on September 1, 2022; and Meet the Buyers – Connecting with Contracts: Celebrating National Women's Small Business Month on October 20, 2022.

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

V. Federally Funded Procurements

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

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

The FTA Semi-Annual Report for April 1, 2022 to September 30, 2022 is the second of six reports in the triennial period of FFY 2022-2024.

a. Contracts Awarded

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for contracts awarded. MTS achieved **1.33%** DBE participation for contracts awarded, as shown below in Table 1.

Table 1: Federal Contracts Awarded

Federal Contract Awards/Commitments				Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$</u>	<u>DBE \$</u>	<u>DBE %</u>	<u>vs 6.3%</u>
Federal Funds: Apr 1 2022 to Sept 30 2022	\$6,977,851.08	\$92,523.71	1.33%	-4.97%

The main reasons for why MTS was not able to meet its DBE Triennial Overall Goal for contracts awarded was due to awarding large contracts to non-DBE firms that substantially diluted the DBE participation that was achieved.

MTS awarded a large X base contract for light rail vehicle brake overhaul parts to **Knorr Brake Holding Corporation**, a **non-DBE**, in the amount of \$6,674,670.34 (80% federally funded). This was a sole source contract award. MTS's light rail vehicles are all manufactured by Siemens. Knorr Brake Holding Corporation is the original equipment manufacturer of the brake system used on these Siemens vehicles. All drawings and specifications necessary to manufacture and service the braking system are proprietary to Knorr Brake Holding Corporation.

In addition, MTS awarded an architectural and engineering work order to **Dokken Engineering**, a **non-DBE**, for the Imperial Avenue Division Overhead ZEB Charging Phase 1 Design Project in the amount of \$335,732.23 (71% federally funded). Due to the specifications and expertise needed for this work, there are no ready, willing and able DBEs available that perform these specific services. Please note, Dokken Engineering did subcontract surveying services to subconsultant **Aguirre & Associates**, a **DBE** firm, in the amount of \$17,220.24 (71% federally funded).

b. Contracts Open

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for contracts opened. MTS achieved **2.91%** DBE participation for contracts open, as shown below in Table 2.

Table 2: Federal Contracts Open

Federal Contracts Open/Payments During Reporting Period				Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$</u>	<u>DBE \$</u>	<u>DBE %</u>	<u>vs 6.3%</u>
Federal Funds: Oct 1 2021 to Mar 31 2022	\$24,229,156.28	\$711,038.53	2.93%	-3.37%

The main reason why MTS was not able to meet its DBE Triennial Overall Goal for contracts opened was due to payments to **Transdev**, a **non-DBE**, for fixed route services in the amount of \$33,799,485.24 (42% federally funded) paid between April 1st to September 30th, 2022. These large payments to Transdev are diluting the substantial dollars being paid out to **NMS Management**, a **DBE** firm, for janitorial services, in the amount of \$827,466.25 (80% federally funded), paid between April 1st to September 30th, 2022.

c. Contracts Completed

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for contracts completed. MTS achieved **0.94%** DBE participation for contracts completed, as shown below in Table 3.

Table 3: Federal Contracts Completed

Federal Contracts Completed/Total Payments				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
Federal Funds: Oct 1 2021 to Mar 31 2022	\$137,808,416.52	\$1,298,936.18	0.94%	-5.36%

The main reasons for why MTS was not able to meet its DBE Triennial Overall Goal for contracts completed was due to closing out two (2) large operation contracts. The first was for MTS's previous fixed route bus services contract to **Transdev**, a **non-DBE**, payments during the life of the contract totaling \$304,549,991.30 (24% federally funded). The second was for MTS's previous complementary paratransit and minibus services contract to **First Transit**, a **non-DBE**, payments during the life of the contract totaling \$89,077,370.40 (53% federally funded). These large payments diluted the dollars paid on a completed contract to **NMS Management**, a **DBE** firm, for anti-graffiti film services, payments during the life of the contract totaling \$1,583,620.49 (80% federally funded).

Please note, MTS decides contract performance periods based on MTS business and operational needs. Every reporting period will differ on the number, type and dollar amount of contracts closed out.

VII. Summary of Annual Achievement Toward Meeting MTS's DBE Triennial Overall Goal for FFY 2022

While the specific DBE participation rate for each six (6) month reporting period may fluctuate, the goal of the MTS DBE program is to achieve the 6.3% DBE Triennial Overall Goal as an average for the FFY 2022-2024 triennial period. Nonetheless, the FTA monitors a transit agency's achievement towards its DBE Triennial Over Goal on an annual basis. The FTA requires a Shortfall Analysis and Corrective Action Plan whenever the DBE Triennial Overall Goal is not met within a FFY. MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for FFY 2022. MTS achieved only **2.21%** DBE participation for FFY 2022, as shown below in Table 4.

Table 4: Federal Contracts Awarded in FFY 2022

DBE Achievement for FFY 2022				
FFY	Reporting Period	Total Federal Awarded	Total DBE Awarded	DBE %
FFY 2022	Oct 1 21 to Mar 31 22	\$7,843,315.85	\$234,599.40	2.99%
FFY 2022	April 1 22 to Sept 30 22	\$6,977,851.08	\$92,523.71	1.33%
FFY 2022 Total DBE Awarded ÷ FFY 2022 Total Fed Awarded		\$14,821,166.93	\$327,123.11	2.21%

On December 2, 2022 MTS submitted to the FTA a Shortfall Analysis and Corrective Action Plan that explains the reasons for the shortfall, as well as what steps MTS will be taking that are aimed to increase DBE participation in the future. The Shortfall Analysis and Corrective Action Plan is enclosed (Attachment A).

As discussed in more detail in the enclosed Shortfall Analysis and Corrective Action Plan, MTS plans to complete the following corrective actions in the coming FFY: update MTS's website and contract language to include that MTS encourages participation from businesses certified by the California Public Utilities Commission as persons with disabilities business enterprises (PDBE), which is a new certification type; provide additional resources for DBE and SB firms looking for financial assistance, bonding assistance, loans, and/or grants on MTS's DBE Website; procure items to better market MTS's presence at DBE and SB outreach events, as well as enhance the experience of DBE and SB firms visiting MTS's booth at outreach events; conduct additional training to procurement staff to use more features within PlanetBids, MTS's e-procurement web service, in order to benefit and utilize its available data analysis; develop an internal guidance document on how to identify procurements which may benefit from a small business set aside; and continuing developing monitoring mechanisms and ways to better track data to determine if MTS's outreach measures are being implemented as trained and if they are effective at assisting DBEs and SBs.

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

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

MTS's DBE and SBE participation rates for the reporting period, *using both local and federal funds*, are included below in Table 5.

Table 5: All Contracts Awarded (All Funding Sources)

All Contract Awards/Commitments (All Funding Sources)					
REPORTING PERIOD	Total \$	DBE \$	DBE %	SBE \$ (MBE, DVBE, WBE, SB, PDBE and LGBTBE)	SBE %
Total Funds: Apr 1 22 to Sept 30 22	\$45,351,112.49	\$670,801.19	1.48%	\$1,810,431.39	3.99%

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

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

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



December 2, 2022

Federal Transit Administration (FTA)
FTAShortfallAnalyses@dot.gov

Re: SHORTFALL ANALYSIS AND CORRECTIVE ACTION PLAN - FEDERAL FISCAL YEAR (FFY) 2022

To whom it may concern:

As one of the nation's 50 largest transit agencies, San Diego Metropolitan Transit System (MTS) must submit a shortfall analysis and corrective action plan within 90 days of the end of the FFY (i.e. December 29, 2022) if the awards and commitments shown on MTS's Uniform Report at the end of any FFY are less than the overall goal applicable to that FFY.

I. Race-Neutral DBE Program

MTS operates a strictly race-neutral DBE program and only uses race-neutral measures to increase DBE participation. MTS's FTA Disadvantaged Business Enterprise (DBE) Triennial Overall Goal for FFY 2022 – 2024 (October 1, 2021 – September 30, 2024) is 6.3%. MTS's DBE Triennial Overall Goal of 6.3% includes a 100% race-neutral component and 0% race-conscious component.

II. Shortfall Percentage for FFY 2022

To determine the DBE percentage of awarded contracts for FFY 2022 (October 1, 2021 – September 30, 2022), MTS divided DBE Awards and Commitments by the total Awards and Commitments made to all contractors in FFY 2022 (using the June 1, 2022 and December 1, 2022 DBE Semi-Annual Uniform Reports).

Total federal dollars awarded to a DBE firm for FFY 2022 was \$327,123.11. Total federal awards and commitments to all contractors for FFY 2022 was \$14,821,166.93. As shown in Table 1, the difference between MTS's DBE Triennial Overall Goal of 6.3% and the DBE Awards and Commitments for FFY 2022 of 2.21% was a 4.09% shortfall.



MTS DBE Shortfall Analysis and Corrective Action Plan
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Table 1: FFY 2022 Contract Awards/Commitments

Reporting Period	Total Federal \$	Total DBE \$	DBE %	Shortfall %
Oct 1, 2021 to Mar 31, 2022	\$7,843,315.85	\$234,599.40	2.99%	
Apr 1, 2022 to Sept 30, 2022	\$6,977,851.08	\$92,523.71	1.33%	
TOTAL FFY 2022	\$14,821,166.93	\$327,123.11	2.21%	-4.09%

III. Specific Reasons for the Shortfall in FFY 2022

The reasons for the shortfall between MTS's DBE Triennial Overall Goal and the Awards and Commitments obtained in FFY 2022 are described below.

A. Large Contract Award for Compressed Natural Gas Fueling Station Operation and Maintenance Services

MTS awarded a large six (6) year base contract for compressed natural gas fueling station operation and maintenance services to **Trillium USA Company LLC**, a **non-DBE**, in the amount of \$6,028,997.34 (42% federally funded). Due to the specifications and expertise needed for this work, there are no ready, willing and able DBEs available that perform these specific services. Only two (2) firms submitted proposals on this procurement, both of which were non-DBE firms, and it was awarded to the firm providing the best value proposal, Trillium USA Company LLC.

This project was not included in MTS's DBE Overall Triennial Goal. At the time of developing the Overall Goal in 2021, it was not anticipated that MTS would use any federal funds on this contract. When the CARES Act funding was established, in response to the COVID-19 pandemic, it was decided to apply these federal funds to this contract.

Since this resulted in substantially more federal dollars being awarded than anticipated when developing the Overall Goal, it made MTS's ability to meet its Overall Goal of 6.3% significantly more difficult. This large contract substantially dilutes any potential DBE participation that could have been achieved.

B. Large Contract Award for Light Rail Vehicle Brake Overhaul

MTS awarded a large 5-year base contract for light rail vehicle brake overhaul parts to **Knorr Brake Holding Corporation**, a **non-DBE**, in the amount of \$6,674,670.34 (80% federally funded). This was a sole source contract award. MTS's light rail vehicles are all manufactured by Siemens. Knorr Brake Holding Corporation is the original equipment manufacturer of the brake system used on these Siemens vehicles. All drawings and specifications necessary to manufacture and service the braking system are proprietary to Knorr Brake Holding Corporation.

This project was not included in MTS's DBE Overall Triennial Goal. At the time of developing the Overall Goal in 2021, the previous light rail vehicle brake overhaul contract

was processed as an inventory (i.e. outline) agreement with a variable cost per unit. For this new agreement, MTS evaluated a new pricing proposal of using a fixed monthly cost to overhaul 2-3 car sets per month, which was deemed the most favorable and best value option for MTS. Therefore, this agreement was processed similar to a services contract in which the total value of the contract was awarded at one time, versus an inventory contract in which individual purchase orders are issued for each part, and which the cost center or funding source is not known until it is pulled off the inventory shelf (i.e. whether it is federally funded or not is not known at the time of execution of a purchase order, but only at the time staff utilizes the part).

Since this resulted in substantially more federal dollars being awarded than anticipated when developing the Overall Goal, it made MTS's ability to meet its Overall Goal of 6.3% significantly more difficult. This large contract substantially dilutes any potential DBE participation that could have been achieved.

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

MTS's DBE Triennial Overall Goal is an aspirational goal for DBE participation over a three (3) year period. It may be deceiving to only view one (1) FFY out of the entire three (3) year period. The timing of when MTS awards certain contracts, specifically large, unique or specialized contracts that have low DBE potential, has a significant effect on whether MTS meets its DBE Triennial Overall Goal in any given FFY. As shown in Table 2, the DBE utilization percentage for any given reporting period can swing greatly, depending on the size and type of contracts awarded at any given time.

Table 2: DBE Achievement for FFY 2022 - FFY 2024

FFY	Reporting Period	Total Fed Awarded	Total DBE Awarded	DBE %
FFY 2022	Oct 1 21 to Mar 31 22	\$7,843,315.85	\$234,599.40	2.99%
FFY 2022	April 1 22 to Sept 30 22	\$6,977,851.08	\$92,523.71	1.33%
FFY 2023	Oct 1 22 to Mar 31 23	<i>In Progress / Not yet completed</i>		
FFY 2023	April 1 23 to Sept 30 23			
FFY 2024	Oct 1 23 to Mar 31 24			
FFY 2024	April 1 24 to Sept 30 24			
Achievement Toward Meeting FFY 2022-2024 DBE Triennial Overall Goal of 6.3% (FFY 2022-2024 Total DBE Awarded ÷ FFY 2022-2024 Total Fed Awarded)		Achieved 2.21% towards DBE Overall Triennial Goal of 6.3%		

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

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

In addition, San Diego Association of Governments (SANDAG), the Metropolitan Planning Organization for the San Diego region, is generally responsible for the large MTS-related construction projects. Construction projects have historically been one of the most effective ways to achieve DBE participation through the use of DBE subcontractors. For those small construction projects that MTS is responsible for, MTS typically uses local and state funds. Thus, how MTS allocates its federal funds makes it increasingly difficult to achieve our DBE Triennial Overall Goal.

IV. Procurements Awarded in FFY 2022 that were included within MTS's DBE Triennial Overall Goal

Table 3 shows the projects awarded during FFY 2022 that were used to establish the DBE Triennial Overall Goal for FFY 2022 - 2024. The majority of these projects are of a nature that are very specialized and which have little or no DBEs in San Diego County, MTS's geographic market area, that are available to perform.

MTS DBE Shortfall Analysis and Corrective Action Plan
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Table 3: Overall DBE Goal Projects Awarded in FFY 2022

Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
Ultrasonic Rail Testing	\$119,998	0.0%	No. Invitation for Bid (IFB) process was used. Two (2) bids were received, none of which were from a DBE. Awarded to lowest, responsive and responsible bidder, Smith Emery Laboratories, Inc.	\$553,280	5-year base contract awarded. When developing the Overall Goal in 2021, an estimate for a 3-year base was used. Further, the estimate did not account for the additional scope of work that would be needed for the opening of the Mid-Coast extension, which may account for the difference between the estimated and actual awarded amounts.
Anti-Graffiti Window Film Services	\$1,203,648	1.03%	No. IFB process was used. Four (4) bids received, one (1) of which was from a DBE firm. Awarded to the lowest responsive and responsible bidder, Graffiti Shield, Inc.	\$2,016,000	7-year base contract awarded. When developing Overall Goal in 2021, an estimate for a 5-year contract was used which may account for the difference between the estimated and actual awarded amounts.

MTS DBE Shortfall Analysis and Corrective Action Plan
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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
HVAC Preventative Maintenance & Repairs	\$152,458	0.14%	YES. Request for Proposal (RFP) process was used. Four (4) proposals were received, one (1) of which was from a DBE firm. Awarded to the firm with the best value proposal, Paradigm Mechanical Corp. (DBE).	\$53,338	1-year option exercised. When developing Overall Goal in 2021, the estimate used included this exercised 1-year option year, a remaining 1-year option year (that has yet to be exercised) as well as the amount to be solicited for a new base contract once this contract expires, which is why there is a difference between the estimated and actual awarded amounts.
Parking Lot Sweeping Services	\$106,068	0.04%	No. In 2019, IFB process was used. Four (4) bids were received, none of which were from a DBE. Awarded to the firm with the lowest, responsive and responsible bidder, San Diego Sweeping Services.	\$83,168	Two, 1-year options exercised. When developing Overall Goal in 2021, the estimate used only included the amount to be solicited for a new base contract once this contract expires, and did not account for this two 1-year option exercise as it was thought the option year exercise would occur in FFY 21. This may account for the difference between the estimated and actual awarded amounts.

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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
Fleet Quarterly and Yearly CHP Inspections for Wayside and Track Vehicles	\$109,724	0.06%	No. In 2021, IFB process was used. Single bid received. Awarded to the lowest, responsive and responsible bidder M Power Truck & Diesel Repair	\$310,068	5-year base contract awarded. When developing Overall Goal in 2021, the estimate used did not account for the addition of Light Rail Vehicle and the Facilities Department to this solicitation, which may account for the difference between the estimated and actual awarded amounts.
On-Call Plumbing Services	\$147,987	0.14%	No. In 2021, IFB process was used. Five (5) bids were received, one (1) of which was from a DBE firm. Awarded to the lowest, responsive and responsible bidder, Drain Medic.	\$97,455	Two, 1-year option exercised. When developing Overall Goal in 2021, the estimate included this two, 1-year option, as well as the amount to be solicited for a new 1-year base contract once this contract expires, which may account for the difference between the estimated and actual awarded amounts.

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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
LRV OBVSS Preventative Maintenance	\$470,707	0.0%	No. In 2022, Seon Design (USA) Corp was awarded this contract as a sole source.	\$166,505	2-year base awarded. When developing Overall Goal in 2021, an estimate for a 3-year base contract was used, which may account for the difference between the estimated and actual awarded amounts. Further, although MTS has more trolley vehicles than in the previous contract, the new trolley vehicles OBVSS systems are still under warranty.
On-Call Electrical Repair Services	\$168,456	0.16%	YES. In 2021, IFB process was used. Six (6) bids were received, two (2) of which were from a DBE firm. Awarded to the lowest, responsive and responsible bidder, ACM Lighting (DBE).	\$21,728	1-year option exercised. When developing Overall Goal in 2021, the estimate used included this exercised 1-year option year, a remaining 1-year option year (that has yet to be exercised) as well as the amount to be solicited for a new 3-year base contract once this contract expires, which is why there is a difference between the estimated and actual awarded amounts.

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Project	Estimated Federal \$ to be Awarded, as used in Overall Goal	Per NAICS, Estimated DBE% Weighted Ratio, as used in Overall Goal	If Contract Awarded to DBE	Actual Federal \$ Awarded	Notes
Offsite Storage	\$4,446	0.0%	No. In 2022, a micro-purchase process was used. Awarded to the firm with a price deemed fair and reasonable, Corodata Records Management.	\$2,720	4-year base awarded. The difference between the estimated and actual awarded amounts is likely due to receiving a more advantageous and competitive bid than in the previous contract.
Monthly Underground Storage Tank Inspection and Auditing Services	\$8,652	0.0%	No. In 2022, RFP process was used. Single proposal received. Awarded to the firm with the best value proposal, Western Pump Inc.	\$28,111	7-year base awarded. When developing Overall Goal in 2021, the estimate used was for a 3-year base, which may account for the difference between the estimated and actual awarded amounts.

V. Proposed Corrective Action Plan

The following list describes the effectiveness of race-neutral measures used in FFY 2022, MTS's proposed corrective actions to increase DBE participation in the future, and the time line in which MTS aims to implement these corrective actions.

A. Outreach Measure of Advertising Events and Other Resources

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

1. Events and Other Resources - How implemented in FFY 2022:

MTS's goal is to: attend at least six (6) virtual outreach events and provide pamphlets that describe MTS's DBE; attend Public Agency Consortium (PAC) bi-monthly meetings; advertise other agencies' outreach events to MTS's bidder list, upon request; and maintain a survey question on PlanetBids (MTS's e-bid management site) to learn how newly registered firms heard about MTS to see if outreach event attendance is effective or not. MTS attended 12 outreach events since October 1, 2021.

FFY 2022 Outreach Event Attendance	
Event Name	Event Date
Regional Construction Procurement Committee	October 6, 2021
Caltrans Procurement Fair	October 19, 2021
Zoom - SDUSD Outreach (SDUSD)	January 25, 2022
Workforce Equity (SANDAG)	February 15, 2022
Local Small Business Council Meeting	February 23, 2022
Small Business Contracting: Set-Aside Programs (Public Contracting Institute)	March 17, 2022
Local Small Business Council Meeting	April 28, 2022
Caltrans District 11 - Local Small Business Council	June 22, 2022
Zoom - Airport DBE Outreach Event	July 18, 2022
Caltrans District 11 - Local Small Business Council	August 24, 2022
GoToWebinar - Drabkin's Hot Topics: Past Performance and Small Business	September 1, 2022

Meet the Buyers - Connecting with Contracts: Celebrating National Women's Small Business Month	October 20, 2022
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PAC is a partnership of many San Diego local public agencies focused on increasing bidding opportunities and the likelihood of success of SBs on public agency contracts. MTS also participated in six (6) PAC virtual meetings since October 1, 2021.

FFY 2022 PAC Attendance	
Meeting Name	Meeting Date
PAC October Meeting	October 13, 2021
PAC February Meeting	February 16, 2022
PAC April Meeting	April 13, 2022
PAC June Meeting	June 8, 2022
PAC August Meeting	August 10, 2022
PAC October Meeting	October 12, 2022

MTS provides both at in-person events, as well as on MTS's DBE Webpage, a DBE Program pamphlet in both English and Spanish, that describes MTS's DBE program, how to learn about upcoming contract opportunities and how to learn about DBE and SB Certifications.

In addition, MTS advertised other public agencies' outreach events by sending information for the outreach event via email to firms on MTS's Bidder List, as requested. MTS advertised other agency's outreach events nine (9) times in FFY 2022.

Lastly, MTS added the following question to PlanetBids website, "How did you hear about registering with MTS?" to learn which outreach event that MTS attended was the most effective to increase the number of registered vendors on MTS's PlanetBids website.

2. Events and Other Resources - Effectiveness of Measure in FFY 2022:

Based on previous years, MTS has found that many contractors did not know that MTS advertises its formal procurements on PlanetBids, the difference between the various certification programs, and the different benefits that come with each; and what type of services and goods MTS procures. Attending these events and advertising MTS's DBE Program likely

helps contractors understand that MTS may be a potential contracting partner in the future and increase their likelihood of registering on PlanetBids.

Results from MTS's PlanetBids Survey Question (which MTS recently revised after noticing the available options were confusing) show that: "another agency" and "outreach event" are the most popular options for how a firm learned about MTS's PlanetBids contracting website. This shows that MTS's attendance at outreach events and/or participation with PAC is beneficial to increasing the number of DBE and SB firms learning about MTS's contracting opportunities. MTS will continue to maintain the goal of attending at least six (6) outreach events and provide MTS's DBE Pamphlets to interested firms.

As for the PAC meetings, MTS has found this group to be very helpful. MTS has learned the best practices from each agency on how they increase participation from DBEs, SBs and emerging businesses. MTS will continue to maintain the goal of attending PAC bi-monthly meetings.

It is unclear how effective advertising other agency's outreach events is on increasing DBE and SB participation, as MTS does not receive feedback from other agencies on whether firms from MTS's Bidder List attended their events or not. Nonetheless, MTS will continue to implement this measure to be a good partner with other public agencies.

3. Events and Other Resources - How to improve in FFY 2023:

When MTS attends outreach events, staff re-uses old materials (e.g. table cloth for table/booth, dated MTS swag/goodies to give to firms that approach MTS, dated signage with old MTS branding etc.). Due to MTS attending more and more outreach events each year, to stay competitive with other public agencies and vendors at these outreach events to ensure firms approach MTS, MTS will be reviewing how we can better work with the MTS Marketing Department to increase our visibility, market MTS's brand and services, advertise more efficiently the types of procurements we have, and assist vendors in registering on MTS's Planet Bids. Ideas include but are not limited to: provide laptop or tablet with WIFI to allow vendors to register on MTS's PlanetBids on the spot, a sufficient inventory of MTS swag/goodies so vendors can remember MTS, provide water or snacks with MTS branding to firms to entice firms to visit MTS's booth/table, develop a budget to procure new bulletin boards as necessary with updated MTS information and future

upcoming contracts, and purchase a MTS banner to advertise our attendance and/or booth at events.

4. Events and Other Resources – Timeline of Corrective Action in FFY 2022:

By June 30, 2023, MTS aims to work with MTS Marketing Department and as necessary, budget funds, to procure the necessary materials to better advertise and to better assist vendors at outreach events.

B. Outreach Measure of Advertising Bonding and Financial Assistance

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

1. Bonding and Financial Assistance - How implemented in FFY 2022:

MTS, through its webpage and contract language, refers the DBE and SB contracting community to the federal Small Business Administration Bonding Assistance Program (SBA), which has delivered millions of loans, loan guarantees, contracts, counseling sessions and other forms of assistance to SBs and San Diego Small Business Development Center (SBDC), which provides a vast array of no- and low-cost support to entrepreneurs and SB. MTS also includes information on the City of San Diego's Business Relief and Support Webpage, which summarizes in one place all local, state and federal economic assistance measures available for small businesses, which includes loans, grants, debt relief, money advances, tax credits and more. Lastly, on MTS's DBE Webpage, MTS encourages businesses to use minority and women-owned banks when seeking financial services.

2. Bonding and Financial Assistance - Effectiveness of Measure in FFY 2022:

Generally, DBE and SB firms do not report to MTS on whether they have used these bonding or financial resources. Therefore, it is unclear how effective this measure is to increase DBE and SB participation. One way to indirectly measure the effectiveness of this outreach measure is by reviewing the number of views of MTS's DBE Webpage, using Google Analytics.

According to MTS's Marketing Department, in FFY 2022, the MTS DBE Webpage averages about 21 visits a month. In FFY 2021, the average number of visits per month was 39. It is unclear why there was a reduction in visits to MTS's DBE Webpage.

3. Bonding and Financial Assistance - How to Improve in FFY 2023:

MTS will continue to maintain its DBE Webpage, as it requires little cost and maintenance by MTS Staff to ensure it is current with up-to-date resources, and the information provided is useful to interested DBE and SB firms looking at MTS's contracting opportunities. To improve, MTS will update its DBE Webpage to include local, state and/or federal grant opportunities. Grants may provide much needed assistance to emerging, small businesses. To do this, MTS plans to revise its bonding and financial assistance section into three (3) parts, with the specific links to connect businesses to the available resources for 1) bonding assistance, 2) financial assistance (e.g. loans), and 3) grants.

4. Bonding and Financial Assistance – Timeline of Corrective Action in FFY 2023:

By March 1, 2023, MTS aims to update its DBE Webpage to include a link to available grant resources.

C. Outreach Measure of Soliciting DBEs and SBs

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

1. Soliciting DBEs and SBs - How implemented in FFY 2022:

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

MTS also uses the Caltrans DBE database to find DBEs who may not be registered on MTS's PlanetBids website but perform the category work

related to the solicitation and ask that they register on PlanetBids and/or review an upcoming solicitation that is posted on PlanetBids.

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

In addition, MTS used a small business set-aside for a portion of MTS's on-call architectural and engineering (A&E) procurement in May 2022. This was the first time MTS used a small business set-aside.

Further, as a resource to prime contractors, MTS makes available information on how to view a listing of potential DBE and other SB subcontractors by including a link to DBE and other SB databases on MTS's DBE Webpage and in MTS's contracting language.

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

2. Soliciting DBEs and SBs - Effectiveness of Measure in FFY 2022:

In FFY 2022, MTS posted 14 federally funded solicitations on PlanetBids. Of those 14 solicitations, there were three (3) solicitations that received individual proposals from DBE firms. Of these three (3) proposals, two (2) DBEs were successful in being awarded contracts (i.e. best value or lowest bid). Compare this with FFY 2021, in which MTS posted 16 federally funded solicitations, five (5) of which received individual proposals from DBE firms. Of these five (5) solicitations, two (2) DBEs were successful in being awarded contracts. MTS's efforts toward notifying DBEs about procurements on PlanetBids did directly result in bids being received from DBEs.

MTS used the Caltrans DBE database to find DBEs who may not be registered on MTS's PlanetBids website but perform the category work related to the solicitation and ask that they register on PlanetBids and/or review an upcoming solicitation that is posted on PlanetBids for six (6) solicitations in FFY 2022.

In FFY 2022, 468 new vendors registered themselves on PlanetBids, of which 47 classified their firm as a DBE. However, it is unclear whether these firms registered on MTS's PlanetBids website after receiving an email blast from MTS after using the Caltrans DBE database, or whether these firms learned about MTS after an outreach event.

As for the effectiveness of MTS's use of a small business set-aside, there were two (2) DBE prime consultants that were successful (as DBEs also meet the definition of a small business) in the A&E procurement. Further, many of the identified subconsultants of all the prime consultants awarded a A&E contract were DBEs and/or SBs.

There has been a limited number of JOC work orders or construction projects that were funded with federal funds, but that could be due to how MTS allocates its federal funds and not whether or not MTS's efforts to increase the use of subcontractors on JOCs have been effective or not. In FFY 2022, there were four (4) federally funded JOCs, one (1) of which used a DBE subcontractor. In FFY 2021, there were two (2) federally funded JOCs, none of which used a DBE subcontractor. It does appear the use of JOCs assists MTS in achieving DBE subcontractor participation.

In FFY 2022, MTS reviewed what monitoring mechanisms MTS can implement to better understand whether these measures (e.g. when conducting a request for quote procurement, confirming that staff is requesting at least one (1) quote from a DBE, if a DBE is available) are being implemented as trained. Data showed that we generally request at least one (1) quote from a DBE when available. However, MTS is still reviewing whether there is more time-efficient, data driven ways to determine if staff is requesting one (1) quote from a DBE for request for quote procurements (i.e. small dollar value procurements that are not posted on PlanetBids), without requiring significant manual time to audit.

3. Soliciting DBEs and SBs - How to improve in FFY 2023:

MTS will continue to solicit DBE and SB participation through the above described ways. Due to the success of the small business set aside pilot, to improve, MTS will aim to implement a small business set aside on future federally funded procurements, as appropriate. MTS will develop an internal guidance document to identify which procurements would be appropriate to implement a small business set aside in order to utilize this measure more frequently in the future.

4. Soliciting DBEs and SBs -Timeline of Corrective Action in FFY 2023:

MTS aims to develop a small business set aside internal guidance document by June 30, 2023.

D. Informing Firms about DBE and SB Certifications

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

1. Informing Firms about DBE and SB Certifications - How Implemented in FFY 2022:

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

Also, MTS sends targeted email communications to vendors that MTS likely knows are interested in DBE and/or SB certifications. Specifically, this includes when firms fill out MTS's New Vendor Form. On MTS's New Vendor Form, the firm is requested to fill out any DBE or SB certifications they maintain. In the instances where they state they are a DBE or SB, but after review of relevant databases, MTS cannot locate a certification, MTS will email these vendors information on how to become DBE or SB certified.

2. Informing Firms about DBE and SB Certifications - Effectiveness of Measure in FFY 2022:

Providing certification resources on MTS's DBE Webpage and contracts, and to vendors, has been an ineffective way to increase DBE or SB participation. MTS has no data to show any of the vendors that were emailed (26 firms emailed in FFY 2022) or that used of any MTS certification resources, subsequently pursued DBE or SB certification in the last FFY. DBE certification in particular can take many months to complete and thus it is difficult to determine whether MTS's DBE Webpage or contract language was the actual trigger for a firm to begin the application process for a certification. In addition, it is not common for a newly certified DBE firm to reach out to MTS to inform MTS of their recent change in certification status.

3. Informing Firms about DBE and SB Certifications - How to Improve in FFY 2023:

MTS will continue to provide this information on its DBE Webpage, within its DBE and SB contract clauses, and upon request to vendors, as it is easy to maintain and it is good information for interested firms.

To improve, MTS will be expanding the types of certified firms it conducts focused outreach. Recently, the California Public Utilities Commission Supplier Clearinghouse began certifying businesses that have a majority owner that is an individual with a disability with the certification of Persons with Disabilities Business Enterprise (PDBE). MTS will update its website, solicitation language, contract language to include how MTS encourages participation from PDBEs.

4. Informing Firms about DBE and other SB Certifications – Timeline of Corrective Action in FFY 2023:

MTS aims to include PDBEs in its various documents by June 30, 2023. Please note, in order to make updates to add PDBEs to the type of certification firms within MTS's Enterprise Resource Software, SAP, will require a consultant. This likely will take additional time to complete.

E. Outreach Measure of Advertising More Procurements on PlanetBids

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

1. Advertising More Procurements on PlanetBids - How implemented in FFY 2023:

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

MTS has a limited number of federal procurements that are estimated between \$20,000 and \$50,000/\$100,000. In FFY 2022, MTS awarded 21 federally funded contracts or amendments within this dollar range, out of a total of 1,348 federally funded contracts.

2. Advertising on PlanetBids - Effectiveness of Measure in FFY 2023:

For the 21 contract awards or amendments executed between \$20,000 and \$50,000/\$100,000, not all were posted on PlanetBids, for various reasons (e.g. sole source contracts are not posted on PlanetBids; staff was aware of only three (3) or less vendors able to complete the work and thus solicitation was not posted on PlanetBids, amendment to existing contract etc.). Nonetheless, of the 21 federally funded contracts or amendments within this dollar range in FFY 2022, four (4) were awarded to a DBE, all of which were posted on PlanetBids. Thus, PlanetBids does appear to be an effective platform for DBEs to submit bids to MTS.

In FFY 2022, MTS reviewed what monitoring mechanisms it can implement to review whether these measures are being followed as trained and whether they are effective. MTS's current monitoring mechanisms require a very manual, time-consuming process and further review is needed on how to better automate this type of monitoring. Nonetheless, MTS has found that

generally these measures are being followed. With more training and reminders, staff will likely become much more accustomed to the various DBE and SB outreach measures they are expected to follow.

3. Advertising on PlanetBids - How to Improve in FFY 2023:

Effective January 1, 2023, MTS will be increasing its procurement thresholds. MTS's implied acquisition threshold for goods and services will be \$5,00 to \$150,000 for goods and services (no change to MTS's current construction procurement thresholds). Therefore, to better align with these increases in procurement thresholds to reflect inflation, as well as align with the threshold in which debarment requirements apply (i.e. \$25,000), MTS will now train procurement staff to post federally funded procurements valued at \$25,000 or more onto PlanetBids.

In addition, MTS will be working with procurement staff to ensure PlanetBids is being updated throughout the life of a procurement. It was found that some procurements were not updated on PlanetBids to show which firm and proposal was successful on the procurement. Not having this information on PlanetBids makes data analysis more manual and time consuming. It also reduces the information available for potential bidders to understand which firm and proposal was successful in order to better assess how to succeed next time a similar proposal is published.

4. Advertising on PlanetBids – Timeline of Corrective Action in FFY 2023:

MTS aims to complete training to Procurement staff on how to utilize all the data functions of PlanetBids, such as updating PlanetBids after a notice to award is made, by June 30, 2023.

MTS's race-neutral outreach measures, along with the above corrective actions, aim to increase participation of DBEs and SBs and should have a positive impact on MTS's achievement of its DBE Overall Goal over the remaining triennial period.

If you have any further questions regarding MTS's DBE Program, please contact me at 619-557-4539 or Samantha.Leslie@sdmts.com.

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Sincerely,

/s/ Samantha Leslie

Samantha Leslie
Deputy General Counsel / DBE Liaison Officer

MTS History of DBE Semi Annual Reports

Contract Awards/Commitments*								
	Federal DBE GOAL	REPORTING PERIOD	TOTAL DOLLARS AWARDED (fed & local)	Total DBE \$\$	Total DBE %	Total SBE \$\$	Total SBE %	
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 63,883,438.52	\$ 298,902.02	0.47%	\$ 2,929,504.04	4.59%	
		Apr 1 16 to Sept 30 16	\$ 32,178,592.14	\$ 976,115.34	3.03%	\$ 996,434.97	3.10%	
FFY17**		Oct 1 16 to Mar 31 17	\$ 92,516,929.91	\$ 5,611,166.70	6.07%	\$ 3,735,641.71	4.04%	
		Apr 1 17 to Sept 30 17	\$ 40,939,010.42	\$ 478,288.92	1.17%	\$ 1,622,764.06	3.96%	
FFY18		Oct 1 17 to Mar 31 18	\$ 31,874,559.08	\$ 754,167.60	2.37%	\$ 3,002,750.48	9.42%	
		Apr 1 18 to Sept 30 18	\$ 68,024,202.91	\$ 1,725,734.24	2.54%	\$ 4,982,014.37	7.32%	
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 329,416,732.98	\$ 9,844,374.82	2.99%	\$ 17,269,109.63	5.24%	
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$ 5,715,068.36	7.75%	
		Apr 1 19 to Sept 30 19	\$ 40,005,268.47	\$ 6,243,719.33	15.61%	\$ 1,796,894.06	4.49%	
FFY20		Oct 1 19 to Mar 31 20	\$ 52,022,126.82	\$ 4,330,163.32	8.32%	\$ 4,831,911.79	9.29%	
		Apr 1 20 to Sept 30 20	\$ 230,588,830.67	\$ 636,712.08	0.28%	\$ 2,322,909.77	1.01%	
		Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 47,280,121.00	\$ 636,712.08	1.35%	\$ 2,322,909.77	4.91%	
FFY21		Oct 1 20 to Mar 31 21	\$ 546,248,722.19	\$ 428,054.08	0.08%	\$ 5,511,166.79	1.01%	
		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 39,863,273.69	\$ 428,054.08	1.07%	\$ 5,511,166.79	13.83%	
		Apr 1 21 to Sept 30 21	\$ 96,111,004.32	\$ 461,370.54	0.48%	\$ 44,133,244.11	45.92%	
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 1,038,766,050.38	\$ 12,706,836.45	1.22%	\$ 64,311,194.88	6.19%	
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 349,071,892.21	\$ 12,706,836.45	3.64%	\$ 64,311,194.88	18.42%	
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 58,074,628.88	\$ 637,356.70	1.10%	\$ 6,907,845.36	11.89%	
		Apr 1 22 to Sept 30 22	\$ 45,351,112.49	\$ 670,801.19	1.48%	\$ 1,810,431.39	3.99%	
FFY23		Oct 1 22 to Mar 31 23	In Progress					
FFY24		Apr 1 23 to Sept 30 23						
		Oct 1 23 to Mar 31 24						
		Apr 1 24 to Sept 30 24						
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)	\$ 103,425,741.37	\$ 1,308,157.89	1.26%	\$ 8,718,276.75	8.43%	

	Federal DBE	REPORTING PERIOD	Total Federal \$\$	Federal DBE \$\$	Federal DBE %	Federal SBE \$\$	Federal SBE %
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 4,094,298.13	\$ 11,859.89	0.29%	\$ 246,645.99	6.02%
		Apr 1 16 to Sept 30 16	\$ 6,418,545.41	\$ 255,760.97	3.98%	\$ 148,325.08	2.31%
FFY17**		Oct 1 16 to Mar 31 17	\$ 19,827,518.60	\$ 3,781,098.94	19.07%	\$ 196,188.57	0.99%
		Apr 1 17 to Sept 30 17	\$ 3,326,175.53	\$ 31,444.62	0.95%	\$ 405,594.52	12.19%
FFY18		Oct 1 17 to Mar 31 18	\$ 5,888,603.26	\$ 107,876.47	1.83%	\$ 716,139.92	12.16%
		Apr 1 18 to Sept 30 18	\$ 5,453,720.86	\$ 977,533.90	17.92%	\$ 267,303.01	4.90%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 45,008,861.79	\$ 5,165,574.79	11.48%	\$ 1,980,197.09	4.40%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 8,603,476.55	\$ 204,022.26	2.37%	\$ 182,110.81	2.12%
		Apr 1 19 to Sept 30 19	\$ 9,005,016.32	\$ 3,884,727.66	43.14%	\$ 644,406.58	7.16%
FFY20		Oct 1 19 to Mar 31 20	\$ 7,065,591.07	\$ 84,861.22	1.20%	\$ 1,309,065.78	18.53%
		Apr 1 20 to Sept 30 20	\$ 130,881,224.89	\$ 135,337.29	0.10%	\$ 242,071.52	0.18%
		Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 14,306,408.31	\$ 135,337.29	0.95%	\$ 242,071.52	1.69%
		Oct 1 20 to Mar 31 21	\$ 182,514,682.65	\$ 45,759.00	0.03%	\$ 369,213.11	0.20%
FFY21		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 1,059,896.95	\$ 45,759.00	4.32%	\$ 369,213.11	34.83%
		Apr 1 21 to Sept 30 21	\$ 14,952,198.32	\$ 44,380.72	0.30%	\$ 712,640.36	4.77%
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 353,022,189.80	\$ 4,399,088.15	1.25%	\$ 3,459,508.16	0.98%
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 54,992,587.52	\$ 4,399,088.15	8.00%	\$ 3,459,508.16	6.29%
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 7,843,315.85	\$ 234,599.40	2.99%	\$ 760,885.51	9.70%
		Apr 1 22 to Sept 30 22	\$ 6,977,851.08	\$ 92,523.71	1.33%	\$ 231,078.11	3.31%
FFY23		Oct 1 22 to Mar 31 23	In Progress				
FFY24		Oct 1 23 to Mar 31 24					
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)	\$ 14,821,166.93	\$ 327,123.11	2.21%	\$ 991,963.62	6.69%

	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Local \$\$</u>	<u>Local DBE \$\$</u>	<u>Local DBE %</u>	<u>Local SBE \$</u>	<u>LOCAL SBE %</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 59,789,140.39	\$ 287,042.13	0.48%	\$ 2,682,858.05	4.49%
		Apr 1 16 to Sept 30 16	\$ 25,760,046.73	\$ 720,354.37	2.80%	\$ 848,109.89	3.29%
FFY17**		Oct 1 16 to Mar 31 17	\$ 72,689,411.31	\$ 1,830,067.76	2.52%	\$ 3,539,453.14	4.87%
		Apr 1 17 to Sept 30 17	\$ 37,612,834.89	\$ 446,844.30	1.19%	\$ 1,217,169.54	3.24%
FFY18		Oct 1 17 to Mar 31 18	\$ 25,985,955.82	\$ 646,291.13	2.49%	\$ 2,286,610.56	8.80%
		Apr 1 18 to Sept 30 18	\$ 62,570,482.05	\$ 748,200.34	1.20%	\$ 4,714,711.36	7.54%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$284,407,871.19	\$ 4,678,800.03	1.65%	\$ 15,288,912.54	5.38%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 65,186,621.36	\$ 402,794.84	0.62%	\$ 5,532,957.55	8.49%
		Apr 1 19 to Sept 30 19	\$ 31,000,252.15	\$ 2,358,991.67	7.61%	\$ 1,152,487.48	3.72%
FFY20		Oct 1 19 to Mar 31 20	\$ 44,956,535.75	\$ 4,245,302.10	9.44%	\$ 3,522,846.01	7.84%
		Apr 1 20 to Sept 30 20	\$ 99,707,605.78	\$ 501,374.79	0.50%	\$ 2,080,838.25	2.09%
		Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 32,973,712.69	\$ 501,374.79	1.52%	\$ 2,080,838.25	6.31%
FFY21		Oct 1 20 to Mar 31 21	\$ 363,734,039.54	\$ 382,295.08	0.11%	\$ 5,141,953.68	1.41%
		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 38,803,376.74	\$ 382,295.08	0.99%	\$ 5,141,953.68	13.25%
		Apr 1 21 to Sept 30 21	\$ 81,158,806.00	\$ 416,989.82	0.51%	\$ 43,420,603.75	53.50%
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 685,743,860.58	\$ 8,307,748.30	1.21%	\$ 60,851,686.72	8.87%
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 294,079,304.69	\$ 8,307,748.30	2.83%	\$ 60,851,686.72	20.69%
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 50,231,313.03	\$ 402,757.30	0.80%	\$ 6,146,959.85	12.24%
		Apr 1 22 to Sept 30 22	\$ 38,373,261.41	\$ 578,277.48	1.51%	\$ 1,579,353.28	4.12%
FFY23		Oct 1 22 to Mar 31 23	In Progress				
FFY24		Oct 1 23 to Mar 31 24					
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)	\$ 88,604,574.44	\$ 981,034.78	1.11%	\$ 7,726,313.13	8.72%

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

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



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

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-04 to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$302,856.55 for the mill and overlay of asphalt at the Amaya Trolley Station parking lot.

Budget Impact

The total cost of this contract is estimated to be \$302,856.55. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% Job Order Contract (JOC) software license fee in the amount of \$5,905.70. This project is funded by the San Diego Trolley Facilities Operations Budget 380016-536300.

DISCUSSION:

The existing asphalt concrete at the Amaya Trolley Station parking lot is beyond useful service life, and thus, needs to be repaved. This project generally consists of mill and overlay of approximately 71,000 square feet (sq. ft.) of the existing parking lot, installation of new pavement markings, curb repainting, and removal and installation of wheel stops. This work will bring the parking lot up to a state of good repair, thus mitigating potential risks and costs to MTS in the future.

This work will be completed by issuing a JOC work order to MTS's JOC contractor for civil construction services. JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalogue. Each contractor then includes an



adjustment factor, escalating their proposed price from the catalogue price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalogue price (i.e. 1.25 adjustment factor represents 25% above the catalogue price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor's proposed adjustment factor.

On June 16, 2022 (AI 14), after a competitive Invitation for Bids process, the MTS Board authorized the CEO to execute MTS Doc. No. PWG347.0-22 with ABCGC for Civil Construction Services. Civil Construction Services includes work that primarily consists of repair, remodeling, or other repetitive work civil construction activities, general civil and site improvements (i.e., earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing), and all required incidental professional and technical services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will provide all materials, labor, and equipment for the mill and overlay of the asphalt at the Amaya Trolley Station parking lot. Work is expected to be completed by February 2023. For this work order, ABCGC will not utilize subcontractors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-04 to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$302,856.55 for the mill and overlay of asphalt at the Amaya Trolley Station parking lot.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG347.0-22
CONTRACT NUMBER

MTSJOC347-04
WORK ORDER NUMBER

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

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

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

Telephone: 619.937.1010

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG347.0-22), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$302,856.55

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



EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 11/15/2022

Job Order Contracting

To:

From:

Contract No: PWG347.0-22
Job Order No: MTSJOC347-04
Job Order Title: Amaya Trolley Station Asphalt Repairs
Location: Blue Line ROW
1255 Imperial Ave
San Diego, CA 92101

Brief Scope of Work: Project includes asphalt maintenance repairs at the Amaya Trolley Station. The work will consist of sitewide AC overlay, parking lot striping, and curb painting.

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attachments.

Owner Project Manager

Date

Detailed Scope of Work

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, and traffic control, procuring all materials and performing all other work necessary to complete the work in accordance with this Detailed Scope of Work and the Conformed Special Provisions.

This work will consist of asphalt concrete mill and overlay, restriping, and curb painting, at Amaya Trolley Station.

Phase 1 :

Description	Quantity	Unit
1" AC mill w/ 2" overlay	41,670	SF
4" White Traffic Stripe	2,053	LF
4" Green Traffic Stripe	80	LF
4" Blue Traffic Stripe	111	LF
ADA Parking Symbol	2	EA
"20 MIN" Parking Stencil	5	EA

Phase 2:

Description	Quantity	Unit
1" AC mill w/ 2" overlay	29,408	SF
4" White Traffic Stripe	999	LF
4" Blue Traffic Stripe	296	LF
ADA Parking Symbol	6	EA

Other work within this scope shall include all labor, equipment, and materials for the following:

- Repaint 730 LF of existing painted curb
- Remove and re-install 144 EA wheel stops, including disposal and replacement of 32 EA wheel stops. Add 6 additional new wheel stops on westerly side. Refer to attached exhibit.

Contractor shall be responsible for all traffic control necessary to protect the worksite and prevent vehicles from entering the work zone.

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

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

All work shall be completed as soon as possible within 60 calendar days from issuance of NTP.

Required Submittals for Approval:

- Phasing Schedule
- HMA Mix Design
- Wheel Stops Cut Sheet
- Pavement Marking Product Data

Attachments: Amaya Station Paving Repairs Exhibit

NOTES:

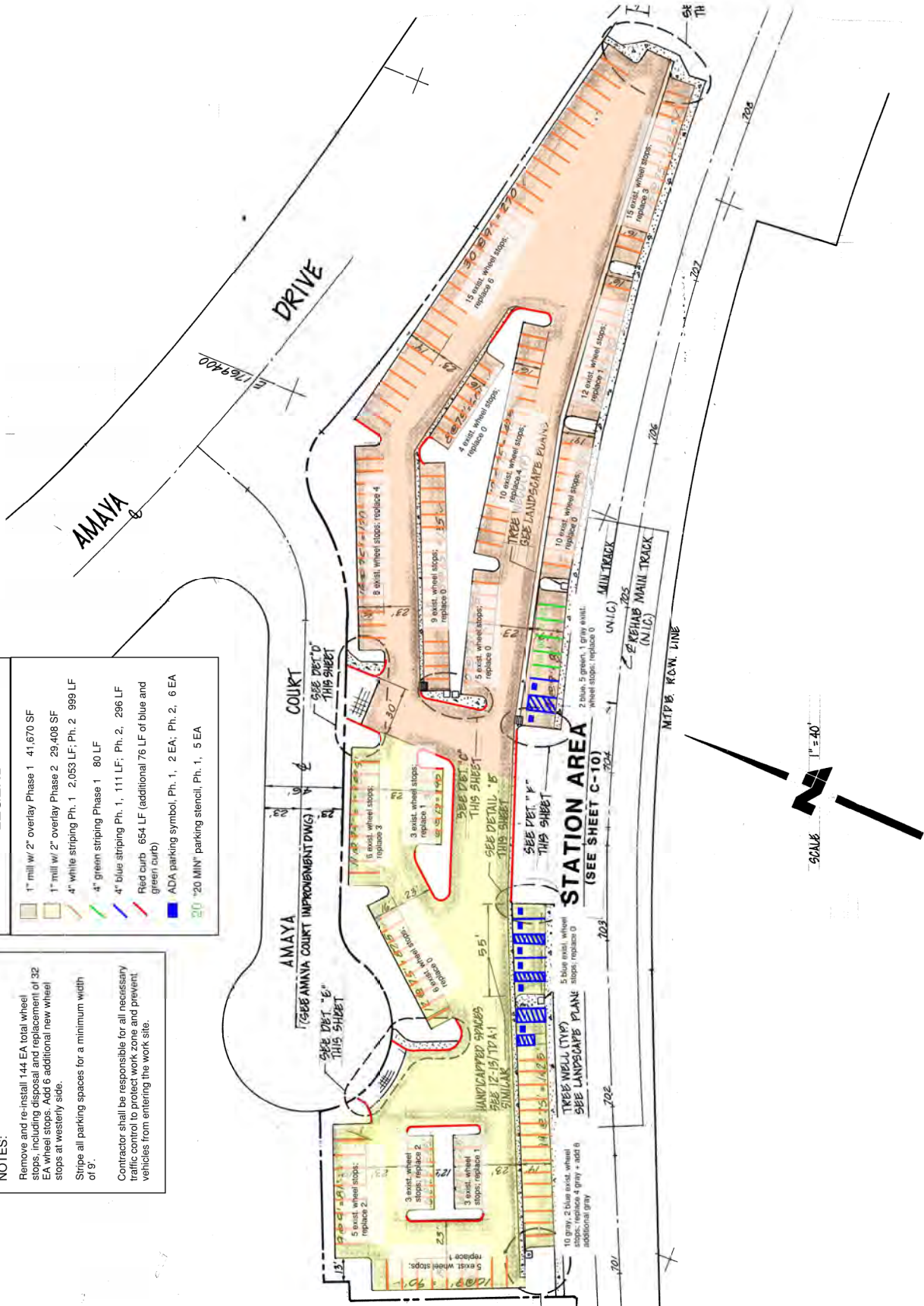
Remove and re-install 144 EA total wheel stops, including disposal and replacement of 32 EA wheel stops. Add 6 additional new wheel stops at western side.

Stripes all parking spaces for a minimum width of 9'.

Contractor shall be responsible for all necessary traffic control to protect work zone and prevent vehicles from entering the work site.

LEGEND

- 1" mill w/ 2" overlay Phase 1 41,670 SF
- 1" mill w/ 2" overlay Phase 2 23,408 SF
- 4" white striping Ph. 1 2,053 LF; Ph. 2 999 LF
- 4" green striping Phase 1 80 LF
- 4" blue striping Ph. 1, 111 LF; Ph. 2, 236 LF
- Red curb 654 LF (additional 76 LF of blue and green curb)
- ADA parking symbol, Ph. 1, 2 EA; Ph. 2, 6 EA
- 20' "20 MIN" parking stencil, Ph. 1, 5 EA



SCALE: 1" = 40'		SCALE: 1" = 10'		CITY OF LA MESA, CA		LIGHT RAIL GUIDEWAY PROJECT		San Diego		SCALE: 1" = 10'	
DESIGNED BY		DRAWN BY		CHECKED BY		DATE		Metropolitan Transit Development Board		AS NOTED	
BY		BY		BY		DATE		8921-87-00		JOB NO.	
NO		DATE		REVISIONS		BY		DRAWING REV		SHEET NO	
BY		CHK		APRV		DATE		C-31		40/87	
NO		DATE		REVISIONS		BY		DRAWING REV		SHEET NO	
BY		CHK		APRV		DATE		C-31		40/87	

EXHIBIT B
(Cost Breakdown)



Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$82,644.14	\$0.00	\$0.00	\$82,644.14
32	Exterior Improvements	\$219,562.15	\$0.00	\$650.26	\$220,212.41
Line Count: 27		Proposal Total:			\$302,856.55
The Percentage of Non Pre-Priced on this Proposal:					0.00%



Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

01 General Requirements								\$82,644.14
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012223000272	Self-Propelled Street Sweeper With Hopper And Full-Time Operator	Installation	9.00	\$1,688.66	DAY	1.0890	\$16,550.56
Accepted		History: 2.0 Accepted, 1.3 Modified, 1.2 Clarification Requested, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
Owner Comments: V:1.2-5 days for each phase seems long. Estimated a total of grinding for 5 days Phase 1 at 41,670 SF (or 4,630 SY) for 3 days and Phase 2 at 29,408 SF (or 3,268 SY) for 2 days.								

Includes Labor Yes Includes Equipment No Includes Materials Yes

User Note: 9 Days total

Item Note: Truck with main and gutter brooms, elevator, debris hopper and water tank.

								Total:	\$16,550.56
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2	012223001330	13 CY Rear Dump Truck With Full-Time Truck Driver	Installation	28.00	\$1,621.69	DAY	1.0890	\$49,448.57
Accepted		History: 2.0 Accepted, 1.3 Modified, 1.2 Clarification Requested, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
Owner Comments: V:1.2-Number of trucks per day does not match up to calculated volume of grinding per day, at 10 days. 71,078 SF x 1" depth = 5924 CF / 10 days = 593 CF/DAY = 22 CY/DAY. 1 each, 13 CY truck a day with two trips or at most 2 trucks a day.								

Includes Labor Yes Includes Equipment No Includes Materials Yes

User Note: haul grindings 3 trucks x 9 days
plus haul wheel stop 1 truck 1 day

Item Note:

								Total:	\$49,448.57
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3	012223001341	2,000 Gallon Water Truck With Full-Time Driver	Installation	9.00	\$1,022.43	DAY	1.0890	\$10,020.84
Accepted		History: 2.0 Accepted, 1.3 Modified, 1.2 Clarification Requested, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
Owner Comments: V:1.2-Will need to adjust accordingly based on revised final number of days.								

Includes Labor Yes Includes Equipment No Includes Materials Yes

								Total:	\$10,020.84
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

4	015526000028	28" Cone With Reflective Collar	Installation	500.00	\$0.50	DAY	1.0890	\$272.25
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

User Note: 50 each x 10 days

Item Note:

							Total:	\$272.25
--	--	--	--	--	--	--	--------	----------

5	015526000043	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side	Installation	60.00	\$2.36	DAY	1.0890	\$154.20
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

User Note: 6 each x 10 days

Item Note:

							Total:	\$154.20
--	--	--	--	--	--	--	--------	----------

6	015526000058	Type B Flasher (High Intensity)	Installation	60.00	\$2.98	DAY	1.0890	\$194.71
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

							Total:	\$194.71
--	--	--	--	--	--	--	--------	----------

7	015526000104	Placement And Removal Of Up To 250 Cones Using Truck	Installation	50.00	\$3.86	EA	1.0890	\$210.18
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$210.18
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

8	015526000108	Placement And Removal Of Up To 250 Barricades Using Truck	Installation	6.00	\$7.71	EA	1.0890	\$50.38
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$50.38
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9	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Installation	5.00	\$715.07	EA	1.0890	\$3,893.56
Accepted		History: 2.0 Accepted, 1.3 Modified, 1.2 Clarification Requested, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Owner Comments: V:1.2-5 pieces of equipment, bobcat w/ grinder attachment, skiploader, 2 rollers, and paver

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: bobcat, skip loader, 2 roller, paver

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

							Total:	\$3,893.56
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10	017419000031	Asphalt Or Asphalt And Dirt, Sized To 2" Minus	Installation	275.00	\$5.85	CY	1.0890	\$1,751.93
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	CY	1.0890	\$0.00

Includes Labor No Includes Equipment Yes Includes Materials No

User Note: 71,078SF x 2" = 220CY x 1.25 = 275

Item Note:

							Total:	\$1,751.93
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

11	017419000036	General Refuse	Installation	2.00	\$44.52	TON	1.0890	\$96.96
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	TON	1.0890	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

User Note: wheel stops (32 removed)

Item Note:

							Total:	\$96.96
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32 Exterior Improvements							\$220,212.41	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
12	320116710008	Up To 3" Depth, Limited Cold Milling Of Asphalt	Installation	7,898.00	\$22.28	SY	1.0890	\$191,628.54
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SY	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$191,628.54
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13	320116710008	For >100 To 1,000, Deduct MOD: 0017	Installation	7,898.00	-\$11.15	SY	1.0890	-\$95,900.28
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added						

							Total:	-\$95,900.28
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

14	320116740018	Mobilization And Demobilization For Reclamation, Pulverizing And Blending Crew	Installation	2.00	\$1,349.92	EA	1.0890	\$2,940.13
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: 2 phases

Item Note:

							Total:	\$2,940.13
15	321213130006	Tack Coat, 0.11 Gallon/SY	Installation	7,898.00	\$0.84	SY	1.0890	\$7,224.77
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SY	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$7,224.77
16	321213130006	For >5,000, Deduct	MOD: 0341 Installation	7,898.00	-\$0.05	SY	1.0890	-\$430.05
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added						

							Total:	-\$430.05
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

17	321216130013	Bituminous Hot Mix Surface Course 3954 LB/CY	Installation	880.00	\$102.43	TON	1.0890	\$98,160.72
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	TON	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: 220CYx2 (2") x 2tons/CY = 880
88 Tons per day

Item Note: Includes Type A and Type B with 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.

							Total:	\$98,160.72
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18	321216130013	For PG64-10 Asphalt, Add MOD: 0006	Installation	880.00	\$1.76	TON	1.0890	\$1,686.64
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added						

							Total:	\$1,686.64
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19	321713190002	6" x 6" x 6" Precast Concrete Wheel Stop With Dowels	Installation	38.00	\$44.00	EA	1.0890	\$1,820.81
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	32.000000	\$18.66	EA	1.0890	\$650.26

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: replacement of 32 existing and 6 new

Item Note:

							Total:	\$2,471.07
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20	321713190007	Removal And Relocation Of Precast Concrete Wheel Stop	Installation	112.00	\$29.85	EA	1.0890	\$3,640.74
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$3,640.74
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

21	321723130120	Single 4" Wide Solid Line, Painted Pavement Striping For Parking Areas	Installation	7,078.00	\$0.85	LF	1.0890	\$6,551.75
Accepted		<i>History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added</i>	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: phase 1 @ 2244 lf (white 2053 + green 80 + blue 111)
phase 2 @ 1295 lf (white 999 + blue 296)
total 3,539 lf x 2 coats =7,078 lf
2 coat 30 days later

Item Note:

							Total:	\$6,551.75
22	321723130125	12" High, Letter/Number, Painted Pavement Marking For Parking Areas	Installation	50.00	\$4.95	EA	1.0890	\$269.53
Accepted		<i>History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added</i>	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: 5 each x 5 letters x 2 coats = 50 each

Item Note:

							Total:	\$269.53
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

23	321723130136	Handicap Symbol For Standard Parking Stalls, Painted Pavement Marking For Parking Areas	Installation	7.00	\$24.51	EA	1.0890	\$186.84
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$186.84
24	321723130136	For Blue Background With White Symbol, Add MOD: 0482	Installation	7.00	\$18.65	EA	1.0890	\$142.17
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added						

Total:								\$142.17
25	321723130137	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking Areas	Installation	1.00	\$36.36	EA	1.0890	\$39.60
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$39.60
26	321723130137	For Blue Background With White Symbol, Add MOD: 0482	Installation	1.00	\$38.66	EA	1.0890	\$42.10
Accepted		History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added						

Total:								\$42.10
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 11/09/2022 12:09:31 PM PST

Proposal Value: \$302,856.55

Approved Date: November 9, 2022

Job Order: MTSJOC347-04

Job Order Name: Amaya Trolley Station Asphalt Repairs

Location: Blue Line ROW 1255 Imperial Ave
San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

27	321723130141	Painted Curb	Installation	730.00	\$1.96	LF	1.0890	\$1,558.14
Accepted	History: 2.0 Accepted, 1.3 Accepted, 1.2 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	LF	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$1,558.14
							Proposal Total:	\$302,856.55
Div	The Percentage of Non Pre-Priced on this Proposal:							0.00%

EXHIBIT C
(Subcontractor Listing)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 11/15/2022

Job Order Contracting

Contract #: PWG347.0-22
Job Order #: MTSJOC347-04
Job Order Title: Amaya Trolley Station Asphalt Repairs
Location: Blue Line ROW
Contractor: ABC General Inc.
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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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

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

Task	Begin/End Dates
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

Milestone/Deliverable	Due Date
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
SOUTHEAST-CENTRAL					
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	

SOUTHEASTERN					
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**



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 32nd/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 32nd/Commercial



Station and Lemon Grove Station, the Project will increase trolley speeds from 45 mph to 55 mph. The horseshoe curve leaving 32nd/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

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 32nd/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 32nd/Commercial Station and Lemon Grove Station, the Project will increase trolley speeds from 45 mph to 55 mph. The horseshoe curve leaving 32nd/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 (32nd/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 (32nd/Commercial to Francis Street)

- Extend ABS from Francis Street to the east end of the 32nd/Commercial Station platform.
- Assess track superelevation for a speed increase from 30 mph to 35 mph in the horse curve.

Area C (Encanto/62nd Street to Lemon Grove Station)

- Assess track superelevation for a speed increase from 45 mph to 55 mph, focusing on 69th Street.
- Adjust grade crossing approach limits for speed increase between Encanto/62nd 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 69th 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
- 43rd Street
- Euclid Avenue *
- 54th Street (pedestrian)
- Merlin Avenue
- 60th Street
- 62nd Street
- 65th Street
- 66th Street (pedestrian)
- 68th Street (pedestrian)
- 69th 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 65th 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:

- 65th Street
- 66th Street (pedestrian)
- 68th Street (pedestrian)
- 69th 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 69th 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 69th 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 32nd/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 "69th Street Crossing" Curve

The "69th 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 69th 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 69th 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.

- 69th 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:

- 66th Street
- 68th Street
- 54th Street

Task 3.4 – Crossover Design

1. E8 Interlocking. A right-hand power-operated #20 crossover will be added between the existing crossover and 65th 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 (69th 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 69th Street at-grade crossing and the intersection of 69th 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 41st 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 (66th, 68th, and 54th 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 69th Street will be upgraded to support bi-directional running with new MUTCD warning devices:

- Francis Street*
- Horton Avenue*
- 43rd Street*
- 54th Street (pedestrian)
- Merlin Avenue*
- 60th Street*
- 62nd Street*
- 65th Street*
- 66th Street (pedestrian)
- 68th Street (pedestrian)
- 69th 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/MELESTONES/DELIVERABLES

Task	Begin/End
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 PRODUCT0

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	\$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 =					\$0.00	Subtotal =	\$877.50	Subtotal =	\$117.00	Subtotal =	\$0.00	Subtotal =	\$0.00

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 =			\$585.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Totals =	\$1,579.50

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 =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
									\$0.00	Subtotal =			\$207.68
										Subtotal =			\$0.00

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 =		\$0.00		Subtotal =		\$0.00		Subtotal =		\$0.00		Subtotal =		\$0.00	
												Totals =		\$207.68	

Work Order Estimate Summary

Att.B, AI 13, 12/8/22

Total Hours =

770

Total Costs =

\$194,687.70

Consultant/Subconsultant: BURNS 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)	Engineer - Principal	Engineer - Senior	Classification	Classification	Classification	Classification	Total Hours	Totals
				\$275.84	\$233.37						
1	Task 1	Task Order Management									
	1.1 Project reporting (monthly)			12	12					24	\$6,110.52
	1.2 Project management and coordination with subconsultants									0	\$0.00
	1.3 Project Development Team meetings with MTS (13 meetings, 1 hour each)			12	12					24	\$6,110.52
	1.4 Interdisciplinary Team meetings (internal) (13 meetings, 1 hour each)			12	12					24	\$6,110.52
	1.5 Bluebeam Interdisciplinary Review Sessions (4 sessions, 2 hours each)			4	4					8	\$2,036.84
										0	\$0.00
		Subtotals (Hours) =	N/A	40	40	0	0	0	0	80	\$20,368.40
		Subtotals (Costs) =	\$0.00	\$11,033.60	\$9,334.80	\$0.00	\$0.00	\$0.00	\$0.00	80	\$20,368.40
5	Task 5	OCS Development									
	5.1 E2 Interlocking			80	190					270	\$66,407.50
	5.2 E8 Interlocking	\$4,800.00		60	150					210	\$56,355.90
	5.3 E10 Interlocking			60	150					210	\$51,555.90
										0	\$0.00
		Subtotals (Hours) =	N/A	200	490	0	0	0	0	690	\$174,319.30
		Subtotals (Costs) =	\$4,800.00	\$55,168.00	\$114,351.30	\$0.00	\$0.00	\$0.00	\$0.00	690	\$174,319.30
										770	\$194,687.70
		Totals (Summary) =								770	\$194,687.70
		Total (Hours) =	N/A	240	530	0	0	0	0	770	
		Total (Costs) =	\$4,800.00	\$66,201.60	\$123,686.10	\$0.00	\$0.00	\$0.00	\$0.00		\$194,687.70
		Percentage of Total (Hours) =	N/A	31%	69%	0%	0%	0%	0%	100%	
		Percentage of Total (Costs) =	2%	34%	64%	0%	0%	0%	0%		100%

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 =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$4,800.00

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 =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Totals =	
												\$4,800.00	



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
			\$318,378.02	

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

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

Task	Begin/End Dates
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

Milestone/Deliverable	Due Date
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

Att.B, AI 14, 12/8/22

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**

Work Order Title: **LAS CHOLLAS CREEK BRIDGE SCOUR REMEDIATION**

Task Order No. **WOA354-AE13**

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	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 =	

TASKS/WBS (6-10)													
ODC Item	Description	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	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
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



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

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 (~~1821~~) 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

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 8th day of December, 2022 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

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
	A		B		C	D= (A+B+C)
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 A	Fiscal Year 2022-23 Estimate B	C= (A+B)
Altamont Corridor Express*				
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)
Metropolitan Transportation Commission				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	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
Sacramento Area Council of Governments				
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 A	Fiscal Year 2022-23 Estimate 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 San Diego Transit Corporation San Diego Trolley, Inc. Regional Entity Totals	33,958,141 62,951,421 42,794,978 139,704,540	1,560,695 2,893,208 1,966,830 6,420,733	1,297,114 2,404,582 1,634,658 5,336,354	2,857,809 5,297,790 3,601,488 11,757,087
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority Orange County Transportation Authority Riverside County Transportation Commission San Bernardino County Transportation Authority Ventura County Transportation Commission Regional Entity Totals	NA NA NA NA NA 0 0	5,456,165 2,396,053 1,219,255 1,231,230 583,500 10,886,203 (10,886,203)	4,534,688 1,991,391 1,013,338 1,023,291 484,955 9,047,663 (9,047,663)	9,990,853 4,387,444 2,232,593 2,254,521 1,068,455 19,933,866 (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 City of Gridley - Specialized Service Regional Entity Totals	1,601,714 22,232 1,623,946	73,614 1,022 74,636	61,181 849 62,030	134,795 1,871 136,666
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 A	Fiscal Year 2022-23 Estimate B	C= (A+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 2022-23 Estimate
		Fiscal Year 2022-23 Estimate A	Fiscal Year 2022-23 Estimate B	C= (A+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

*** 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
		Fiscal Year 2022-23 Estimate A	Fiscal Year 2022-23 Estimate B	2022-23 Estimate C= (A+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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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 A	Fiscal Year 2022-23 Estimate B	2022-23 Estimate C= (A+B)
San Bernardino County Transportation Authority				
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
San Joaquin Council of Governments				
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
San Luis Obispo Area Council of Governments				
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
Santa Barbara County Association of Governments (SBCAG)				
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
Santa Cruz County Transportation Commission				
Santa Cruz Metropolitan Transit District	34,885,448	1,603,313	1,332,534	2,935,847

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
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 A	Fiscal Year 2022-23 Estimate B	2022-23 Estimate C= (A+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	\$ 5,696,443,829	\$ 261,805,000	\$ 217,589,500	\$ 479,394,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 1, 2022

SUBJECT:

NAMING RIGHTS PROGRAM SERVICES – CONTRACT AWARD

RECOMMENDATION:

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

- 1) Execute MTS Doc. 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.

Executive Committee Recommendation

At its December 1, 2022 meeting, the Executive Committee voted 5 to 0 (Board Members Fletcher, Elo-Rivera, Hall, Moreno, and Sotelo-Solis in favor, and Board Members Salas and Sandke absent) to recommend that the Board of Directors approve the staff recommendation.

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	10%
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 Board of Directors 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

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

**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: <u>The Superlative Group</u>	Address: <u>2843 Franklin Blvd.</u>
	<u>Cleveland OH 44113</u>
	<u>City State Zip</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>canter@superlativegroup.com</u>
Telephone: <u>216-592-9400</u>	
Authorized person to sign contracts <u>Kyle Canter</u>	<u>Chief Operating Officer</u>
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:	
By: <u>Karen Landers, General Counsel</u>	Title: _____

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 METHODSTOTAL ESTIMATED REVENUE GENERATED/YR \$ 1.5 million

1. REVENUE SPLIT PERCENTAGE (DUE TO MTS) _____ %

OR

2. MINIMUM GUARANTEED AMOUNT/FLAT FEE \$ _____

ANDPERCENTAGE 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
<u>GRAND TOTAL FOR CONTRACT:</u> <i>(Please specify contract term)</i>	upon sale of first agreement). + 105,000 + variable commissions



Agenda Item No. 25

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 2022

SUBJECT:

PUBLIC HEARING: SERVICE CHANGES (DENIS DESMOND)

RECOMMENDATION:

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

- 1) Receive public testimony; and
- 2) Discontinue pilot Route 140 in January 2023, with resources reallocated to other local services at a future service change; and
- 3) Make permanent pilot Routes 43 and 985, and other trial major service changes.

Budget Impact

There would be no permanent budget impact, as resources from Route 140 would be reallocated to other local route(s) serving the same area.

DISCUSSION:

The 11-mile, nine station Mid-Coast extension of the San Diego Trolley between Old Town and University City opened in November 2021. MTS implemented major service changes to bus and rail services to incorporate the new alignment into the existing transit system, effective on November 21, 2021. A public hearing was held in March 2021, after which the Board approved the following major service changes to serve and complement the new Mid-Coast alignment:

UC San Diego Blue Line: The UC San Diego Blue Line was extended from America Plaza to UTC via Old Town, serving new Trolley Stations at Tecolote Road, Clairemont Drive, Balboa Avenue, Nobel Drive, VA Medical Center, UC San Diego campus (two stations), Executive Drive, and the UTC Transit Center. Service frequency north of America Plaza operates 15 minutes, seven days/week, with a span of service similar to the previous alignment.



Route 8: Route 8 was extended east from Mission Beach and Pacific Beach to the new Balboa Avenue Transit Center, via Grand Avenue. Frequency was increased to every 15 minutes on weekdays and 20 minutes on weekends. The new routing connects the popular beach areas with the UC San Diego Blue Line at both ends.

Route 27: Route 27 added Sunday service, and Saturday frequency was increased from hourly to 30 minutes. The route also now connects to the Trolley at the Balboa Avenue Transit Center.

Route 43: New Route 43 provides service between the Kearny Mesa Transit Center and Balboa Avenue Transit Center, via Clairemont Mesa Blvd., Clairemont Dr., and Balboa Avenue. It replaced Route 44 along Clairemont Mesa Blvd. between Convoy St. and Clairemont Drive, and now provides a vital connection between two primary MTS transit hubs.

Route 140: New Express Route 140 operates between the Balboa Avenue Transit Center and downtown La Jolla, via Interstate 5 and La Jolla Parkway. Service operates every 30 minutes, seven days/week. A weekday, peak-period overlay of 15-minute frequency was discontinued in September 2022 in an effort to improve its overall productivity.

Rapid 201/202: Rapid 201/202 was changed to operate on La Jolla Village Drive rather than the east campus portion of the route that served Voigt Drive and UC San Diego Health. The new routing focuses on the demand for travel between housing in University City and the UC San Diego main campus.

Route 985: New Route 985 connects the UC San Diego Blue Line at the UC San Diego Central Campus station with Scripps Green Hospital and the business parks off of North Torrey Pines Road, operating weekday peak hours only with a frequency of every 15-25 minutes.

Service Evaluation

MTS Board Policy No. 42, "Transit Service Evaluation and Adjustment", defines a process for the implementation of a major service change and sets performance targets for new routes during the one-year trial period: "New bus services should perform to equal or better than the bus system average for passenger per revenue hour and subsidy per passenger within the first year of operation." This goal is intentionally challenging to achieve, especially during a pandemic, and staff also considers other factors when determining a recommendation to retain or discontinue a trial service.

For evaluating the performance of the new trial major service changes, the first trimester of FY 2023 (July-October 2023) was chosen, to allow time for some maturation of the new services, and to recognize the significant on-going ridership growth as COVID-19 pandemic impacts recede. For the first four months of FY 2023, MTS systemwide averaged 32.2 passengers per revenue hour at a subsidy per passenger of \$3.92. For major changes to bus services, MTS evaluated the major changes against the **bus system** average of 18.5 passengers per revenue hour and subsidy per passenger of \$4.91, for the same four-month time period. Performance results of all of the major Mid-Coast service changes are detailed below.

UC San Diego Blue Line: The UC San Diego Blue Line continues to be the backbone of the MTS system. For FY 2023 through October, the line averaged 177.2 passengers per revenue hour at a subsidy per passenger of \$2.20. The UC San Diego Blue Line is traditionally among

the most productive of MTS routes, and the Mid-Coast extension did not change that standing. Staff recommends maintaining the Mid-Coast extension as-is.

Route 8: Route 8 carried 18.9 passengers per revenue hour in the first four months of FY 2023, better than the overall bus system average of 18.5. While its subsidy per passenger of \$6.68 was higher than the bus system average of \$4.91, the new routing retains great potential to improve through increasing demand for cross-town and local travel as systemwide passenger levels grow out of the pandemic era. Its productivity and financial performance have also improved substantially over the pre-change conditions in early FY 2022.

Route 27: Route 27 carried 11.2 passengers per revenue hour with a subsidy per passenger of \$5.25 in the first trimester of FY 2023, marginally below its performance targets compared to the overall bus system. However, these figures represented an improvement for the route over its pre-change performance in both metrics. (Route 27 carried 9.7 passengers per revenue hour with a subsidy per passenger of \$6.31 in FY 2022 Q1-Q2.)

Route 43: In the first four months of FY 2023, Route 43 averaged 14.6 passengers per revenue hour with a subsidy per passenger for of \$9.06. While these figures are below the overall bus system averages, they are only slightly lower than the pre-change statistics for Route 44, which previously served the same corridor. Additionally, Route 43 provides the only local service along Clairemont Mesa Blvd. in Clairemont and is a critical regional connector. Therefore, staff recommends making Route 43 a permanent route, with follow-up attention on improving its performance over time.

Route 140: Route 140 averaged 6.4 passengers per revenue hour at a subsidy per passenger of \$21.96 in the first trimester of FY 2023. These figures are well below the bus system averages of 18.5 passengers per revenue hour and \$4.91 subsidy per passenger for the MTS bus system. Route 140 is currently among the lowest performing regular fixed-routes in the MTS system. Therefore, staff is recommending its discontinuation so that the resources can be applied to other more effective services that can serve more riders at a lower cost.

Rapid 201/202: Rapid 201/202 continues to perform exceptionally well using the trial alignment, carrying 45.3 passengers per revenue hour at a subsidy per passenger of \$2.01 in the first trimester of FY 2023. Route 201/202 is among the highest performing MTS bus routes in many metrics. The revised alignment has helped to meet the high demand for travel to and around the UC San Diego campus, and staff is not recommending any changes.

Route 985: Route 985 averaged 9.3 passengers per revenue hour at a subsidy per passenger of \$7.26 in the first trimester of FY 2023. These figures are below the MTS bus system averages, but actually much better than the similar Sorrento Valley Coaster Connection (SVCC) routes. Performance on these 'last-mile' routes serving business parks has been stunted by the slow pace of workers returning to the office. However, since the route is performing at nearly double the productivity of the SVCC services within less than a year of implementation, staff believes that the route has the potential to become more sustainable over time and recommends its continuation.

Recommendation

Based on the performance of each route individually and their value to the overall network, staff recommends making all major Mid-Coast service changes permanent with exception of Route

140. The staff recommendation is to discontinue Route 140 due to low ridership and productivity, and the high subsidy per passenger. All Route 140 stops would still retain service with other MTS bus routes, and Route 140 resources could be reallocated to enhance these services that are more utilized by passengers.

If approved by the MTS Board of Directors following a public hearing, Route 140 (currently being operated as a one-year pilot) would be discontinued effective with the January 2023 shake-up, and these resources would be used to increase other local services in the same area at a future shake-up.

Title VI Service Equity Analysis

The Federal Transit Administration requires a Service Equity Analysis (SEA) to be conducted for major service changes for compliance with Title VI of the Civil Rights Act of 1964. MTS conducted an SEA of all of the major service changes above, in advance of their approval by the MTS Board of Directors in April 2021. Since Route 140 is the only change proposed to the package of above changes previously analyzed, MTS conducted a new SEA for only the recommended discontinuation of Route 140. This SEA (attached) concludes that the proposed major service change (discontinuation of Route 140) would not impose a disparate impact on affected minority populations or a disproportionate burden on affected low-income populations.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Title VI Analysis



Title VI Analysis

Route 140

Prepared by the Metropolitan Transit System
December 2022

Executive Summary

The San Diego Metropolitan Transit System (MTS) has conducted a Title VI analysis of the 2023 proposed bus service discontinuation of Route 140, as required by the Federal Transit Administration (FTA). Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The purpose of this analysis is to ensure that MTS is in compliance with Title VI requirements. MTS has followed FTA's guidelines, published in FTA Circular 4702.1B on October 1, 2012.

The critical elements of this analysis involve a determination of whether or not disparate impacts to minority populations or disproportionate burdens to low-income populations would result from the change. As defined in MTS Policy 42:

A disparate impact is found when there is a difference in adverse effects between minority and non-minority populations such that: the adversely affected population is 10 percent or greater minority than the total MTS service area average; or, the benefitting population is 10 percent or more non-minority than the total MTS service area average.

A disproportionate burden is found when there is a difference in adverse effects between low-income and non-low-income populations such that: the adversely affected population is 10 percent or more "low-income" than the total MTS service area average; or, the benefitting population is 10 percent or greater "non-low-income" by percentage of total population than the total MTS service area average.

The study found that there is no disparate impact and no disproportionate burden resulting from the discontinuation of Route 140.

Introduction

The San Diego Metropolitan Transit System (MTS) is proposing to discontinue service on Route 140, which began its pilot period in November 2021. Route 140 was one of three new bus routes that were implemented as part of the extension of the UC San Diego Blue Line along the Mid-Coast corridor. Route 140 was designed to provide a fast, express connection between the Balboa Avenue Transit Center on the Mid-coast corridor, and Downtown La Jolla. The route operates seven days per week for most of the day, at a 30-minute frequency. There was originally a 15-minute frequency overlay during weekday peaks, but this was discontinued in September 2022 due to low ridership.

MTS Board Policy 42 states, “All new services will be implemented on a trial basis for one year. New service can include new routes, increased frequency during a significant part of the service day, new days of operation, or a significant route extension. These services should perform to equal or better than the system average for passenger per revenue hour and subsidy per passenger within the first year of operation.” While none of the three new routes met this goal, Route 140 is an outlier in its low performance. In the first trimester of Fiscal Year 2023, the route averaged only 6.4 passengers per revenue hour and 3.9 passengers per trip, with a subsidy per passenger of \$21.96 - far in excess of other like services. Route 140 is the currently among the lowest performing of MTS’ regular, fixed-route services.

The discontinuation of Route 140 is considered to be a major service change under MTS Policy 42.5B, and as a result the Federal Transit Administration (FTA) requires the execution of a Title VI analysis (FTA C 4702.1B). This Title VI analysis involves the evaluation of the discontinuation of Route 140 as a major service change to determine whether or not it will have a disparate impact on both minority and low-income groups. If disparate impacts or disproportionate burdens are found, this analysis will identify the available service alternatives and mitigation strategies that can be used to minimize them.

In most circumstances, MTS would perform the Title VI analysis as part of the change to make a pilot route permanent, after a successful trial period of 12 months. However, since the implementation of Route 140 was part of the larger Mid-Coast changes, it was included in the Title VI analysis for the implementation of the light rail extension as well as all the other major bus service changes. Therefore, a separate Title VI analysis must be completed to discontinue the route, as is proposed here.

Background

Qualification as Major Service Change

The definition of a major service change, as used within MTS Policy 42, was developed with public input as part of a public engagement process during June 2013 when MTS held a public hearing to solicit feedback from stakeholders. According to the policy, MTS will conduct a Title VI analysis on any of the following changes before a final implementation decision is made:

- A change that is greater than 25 percent of a route's weekly in-service miles or hours.
- An increase or reduction in the average weekly span-of service of more than 25 percent.
- The implementation of a new route or the discontinuation of an existing route.
- A routing change that affects more than 25 percent of a route's Directional Route Miles and more than 25 percent of the route's bus stops.

Because this change is a discontinuation of an existing route, it qualifies under MTS Policy 42 as a major service change. The following table shows the percent change in the proposed weekly revenue hours and miles from the September 2022 booking (current schedule in effect) to the proposed January 2023 booking (discontinuation of pilot route).

Table 1: Current and Proposed Major Service Change

Route	Description of Change	September 2022		Proposed January 2023			
		Weekly Revenue Hours	Weekly Revenue Miles	Weekly Revenue Hours	Percent Change	Weekly Revenue Miles	Percent Change
140	Route discontinuation	178.54	2,144.36	0.0	-100%	0.0	-100%

Purpose of MTS Service Changes

Due to a failure to attract sufficient ridership to measurably contribute to MTS' network or be financially sustainable, it is proposed that Route 140 currently being operated as a one-year pilot be discontinued, effective with the January 2023 shake-up. If approved by the MTS Board of Directors, resources for Route 140 would be reallocated to restore headways on other area services at a future service change.

Definition of Low-income and Minority Groups

FTA Circular 4702.1B encourages recipients to use a locally developed threshold for low-income person that is "at least as inclusive as the HHS poverty guidelines." In coordination with SANDAG, MTS defines a low-income person as an individual whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau. The FTA defines minority persons as the following: American Indian and Alaska Native, Asian, African American, Hispanic or Latino, and Native Hawaiian or other Pacific Islander.

Disparate Impact and Disproportionate Burden to Low-income and Minority Populations

This analysis considers the percentage of minority and low income persons by route in each census block group that the route serves. It identifies which route changes could potentially have a disparate impact or disproportionate burden. In order to provide the standard for the analysis, this section defines the criteria that MTS considers to be qualifications for a disparate impact or disproportionate burden.

The FTA defines a disparate impact as "a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin (FTA C 4702.1B Chapter I-2)."

MTS Policy 42.6b uses the phrase, "disparate impact," when speaking of minorities, and the phrase, "disproportionate burden," when speaking of low-income impacts. This report uses these phrases to differentiate the two. Both are defined as follows:

A **disparate impact** is found when there is a difference in adverse effects between minority and non-minority populations such that: the adversely affected population is 10 percent or greater minority by percentage of total population than the total MTS service area average; or, the benefitting population is 10 percent or more non-minority than the total MTS service area average. *For example, if the total MTS service area average is 55% minority, then a proposed service change that adversely affects a population that is 65% minority or greater would be defined as a disparate impact.* If MTS chooses to implement a proposed major service change despite a finding of a disparate impact, MTS may only do so if there is a substantial justification for the change, and there are no alternatives that would have a less disparate impact and still accomplish the goals of the change (MTS Policy 42.6b).

A **disproportionate burden** is found when there is a difference in adverse effects between low-income and non-low-income populations such that: the adversely affected population is 10 percent or more "low-income" than the total MTS service area average; or, the benefitting population is 10 percent or greater "non-low-income" by percentage of total population than the total MTS service area average. *For example, if the total MTS service area average is 20% "low-income," then a proposed service change that benefits a population that is 90% or greater "non-low-income" would be defined as a disproportionate burden.* If MTS chooses to implement a proposed change despite a finding of disproportionate burden,

MTS may only do so if steps are taken to avoid or minimize impacts where practicable, and MTS provides a description of alternatives available to affected low-income populations (MTS Policy 42.6b).

Table 2 shows the total MTS service area averages for minority and low-income populations, based on the data from the 2019 American Community Survey 5-year estimates:

Table 2: Service Area Averages

Population	Service Area Average
Minority	57.3%
Low-income	28.6%

Proposed Service Changes

The following section provides a profile of Route 140 with two maps of the current route: one with percentage of low-income population census block groups, and one with percentage of minority census block groups.

Figure 1: Route 140 and MTS Low-Income Population by Census Block Group

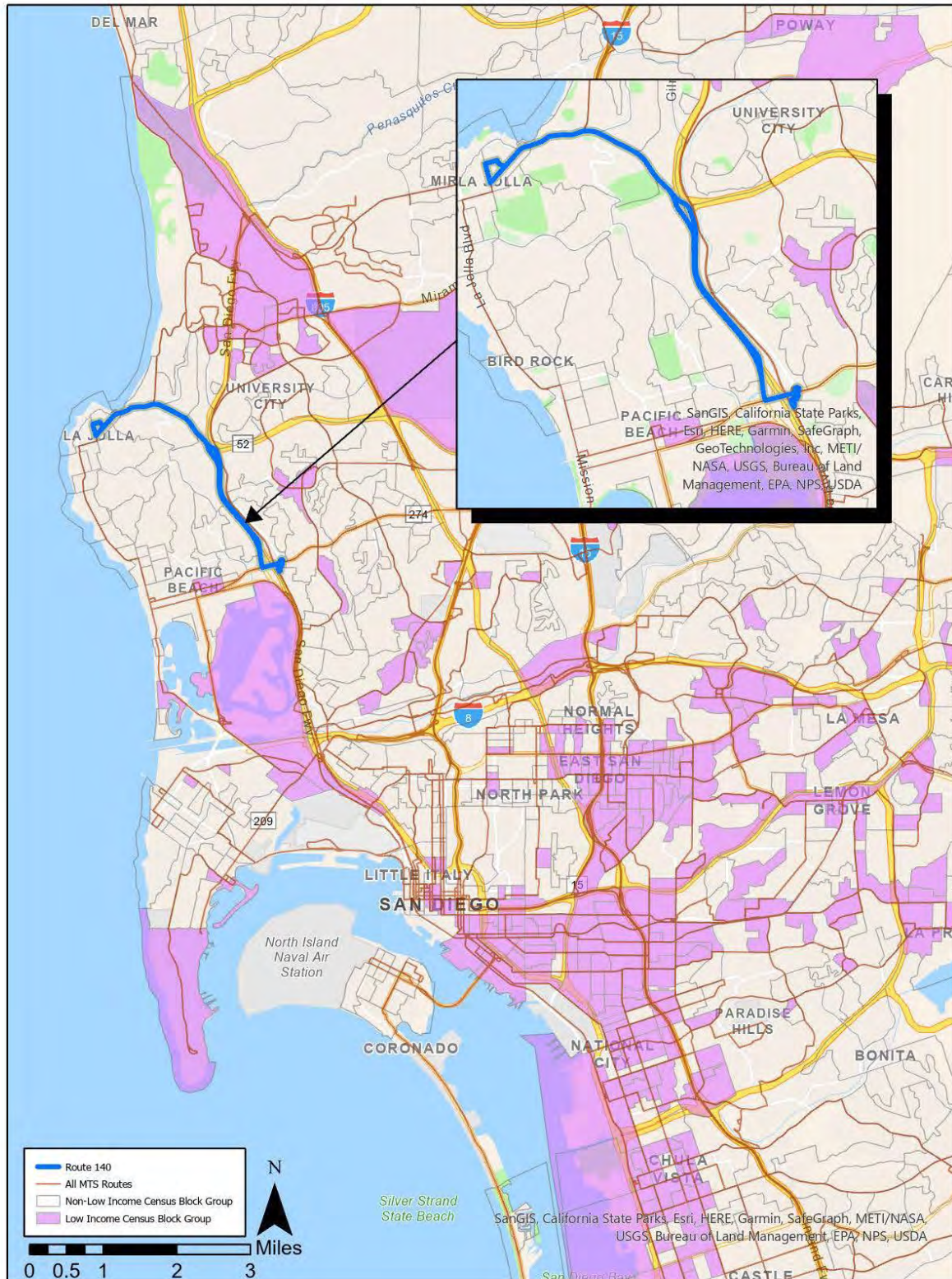
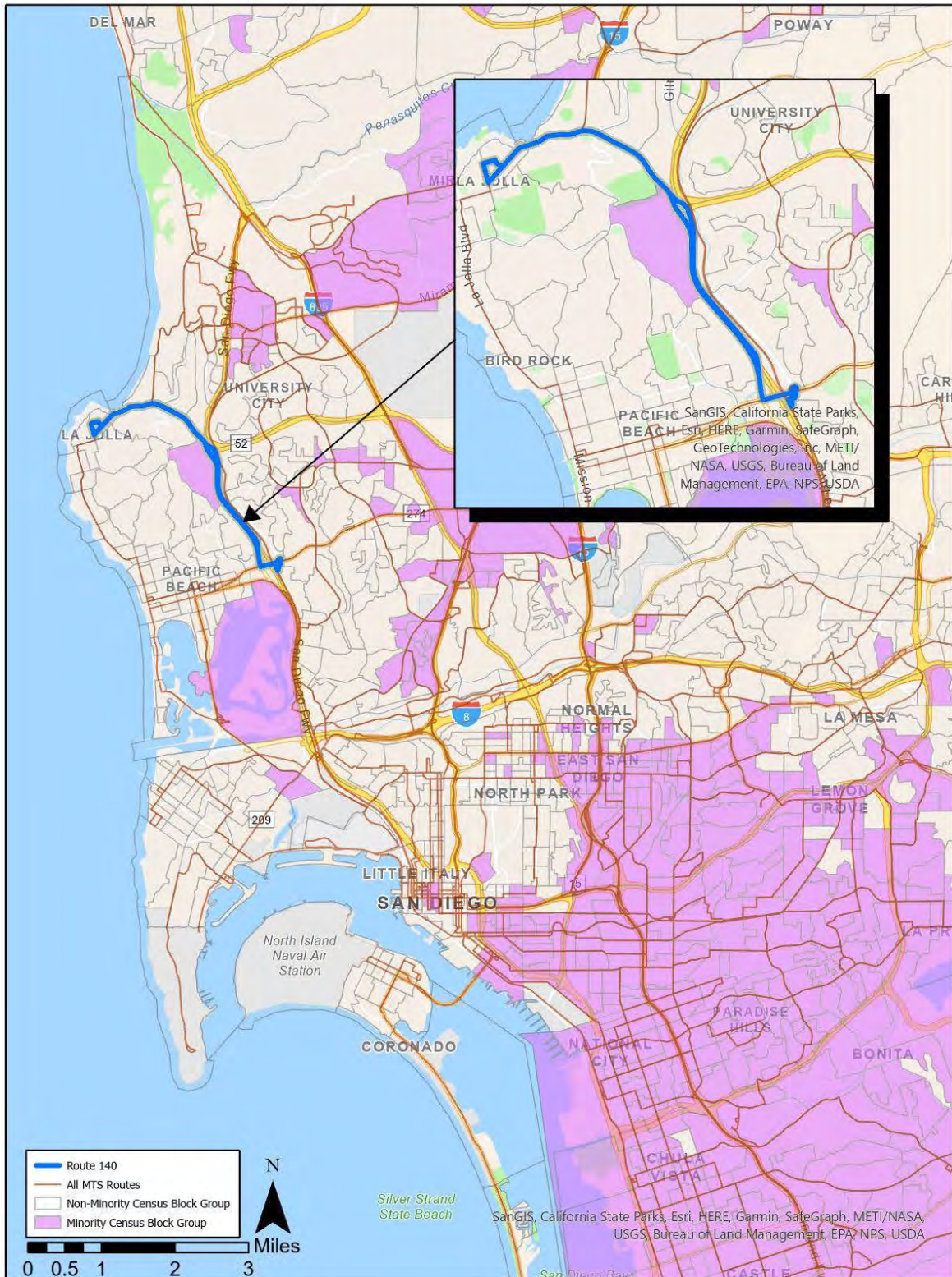


Figure 2: Route 140 and MTS Minority Population by Census Block Group



Title VI Methodology

The FTA guidelines allow transit agencies to use either ridership or population as a basis to determine disparate impacts and disproportionate burdens. Whichever basis is selected should be used throughout the analysis. MTS has selected population as the basis to ensure consistency with past analyses.

The analysis compares the population in Census block groups affected by the proposed change (defined as within 1/4 mile of an affected route) with the population in the service area. The data source is the 2015-2019 5-year estimates from the American Community Survey.

The definitions of disparate impact and disproportionate burden included in MTS Policy 42 are used in this analysis. The definitions require that the percentage of adversely affected minority or low-income populations be no more than 10 percent higher than the percentage of minority or low-income populations within the MTS service area for a service reduction. Conversely, for a service improvement or new service, the percentage of benefitted non-minority or non-low-income populations cannot be more than 10 percent higher than the percentage of non-minority and non-low-income populations within the service area.

This analysis uses the definition of low-income persons included in FTA Circular 4702.1B. The Circular encourages recipients to use a locally developed threshold for low-income persons that are “at least as inclusive as the HHS poverty guidelines.” This analysis defines low-income persons as individuals whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau.

The formats provided in Tables 1 and 2 in Appendix K of FTA Circular 4702.1B are used to present the results of the analysis, as recommended by FTA.

Title VI Evaluation Results

Table 3 presents minority and low-income population data within the MTS service area.

Table 3: Population Data within the MTS Service Area

Service Area Population	Minority Population	Percent Minority	Low Income Population	Percent Low Income
2,298,741	1,350,366	57.3%	657,817	28.6%

Table 4 presents minority and low-income population data for census block groups affected by the proposed route discontinuation.

Table 4: Census Block Group Population Affected by Discontinuation of Route 140

# Census Block Groups	Total Population Race/Ethnicity	Minority Population Affected	Percent Minority	Total Population Low Income/Non-Low Income	Low Income Population Affected	Percent Low Income Affected
14	18,435	5,386	29.2%	18,412	2,444	13.3%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		13,049	70.8%		15,968	86.6%

The proposed discontinuation of Route 140 can be defined as a burden, as it would reduce the level of service available, and Route 140 itself had no material new negative impacts and generated no complaints to MTS during the pilot period. Therefore, the analysis must consider whether minority and low-income populations would have a greater burden than non-minority and non-low income populations. The percent minority population in Table 4 is lower than the percent non-minority population within the MTS service area (29.2 percent versus 57.3 percent). Since the percentage of burdened minority populations is not more than 10 percent higher than the percentage of minority populations within the MTS service area, there is no disparate impact from the proposed discontinuation of service. The percent low-income population in Table 4 is also lower than the percent low-income population within the MTS service area (13.3 percent versus 28.6 percent). Since the percentage of burdened low-income populations is not more than 10 percent higher than the percentage of low-income populations within the MTS service area there is no disproportionate burden from the proposed discontinuation of service.



Mid-Coast Bus Changes Update & Public Hearing

December 8, 2022

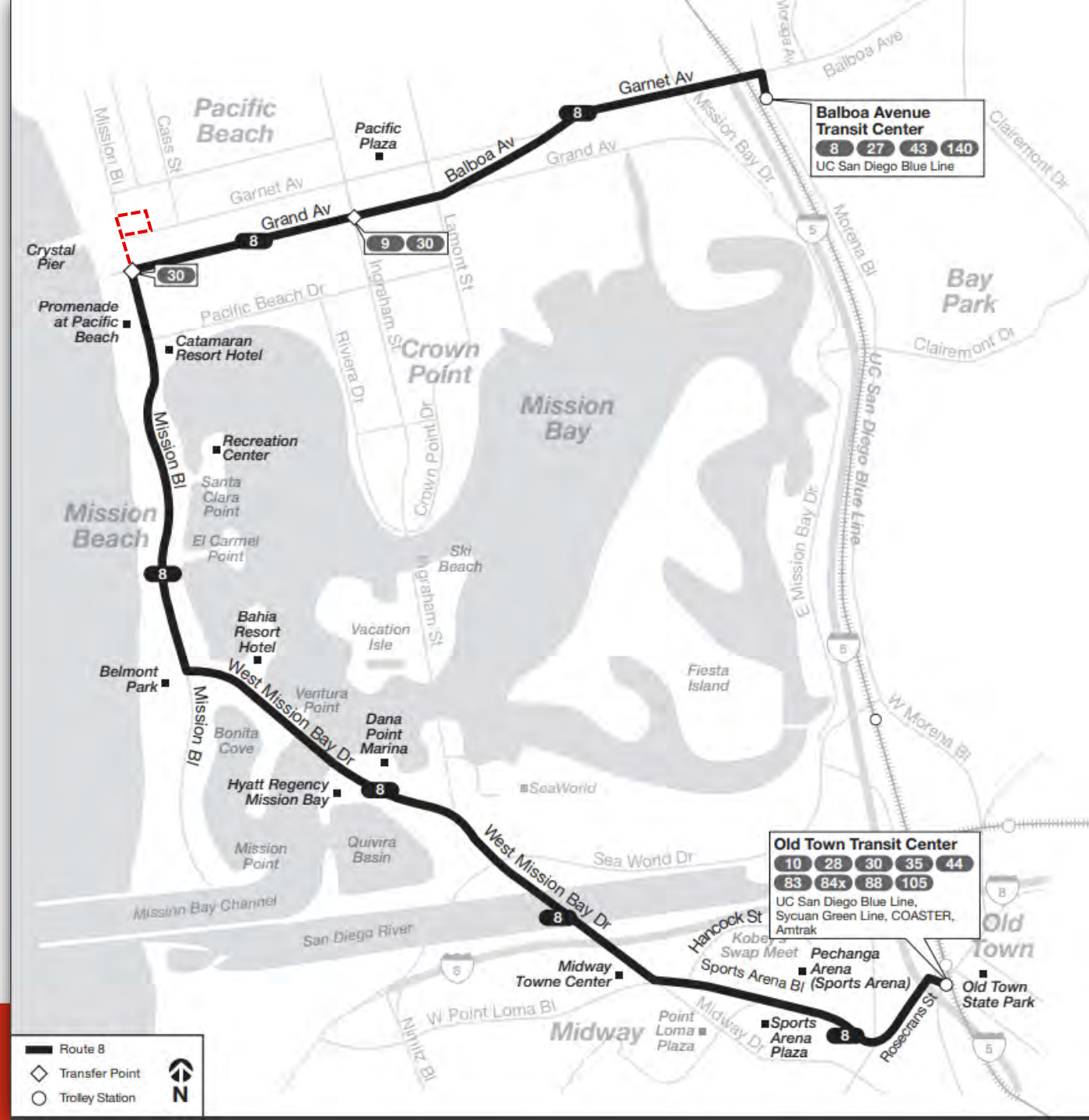
Mid-Coast Bus Changes

- Mid-Coast Feeder Bus Study completed in 2021 established changes to implemented with the start of the Mid-Coast LRT extension
- November 21, 2021:
 - UC San Diego Blue Line extended to UTC
 - 9 bus routes changed to complement new rail services
 - 2 express bus routes discontinued (Routes 50, 150)
 - 3 new routes implemented
 - Route 43
 - Route 140
 - Route 985

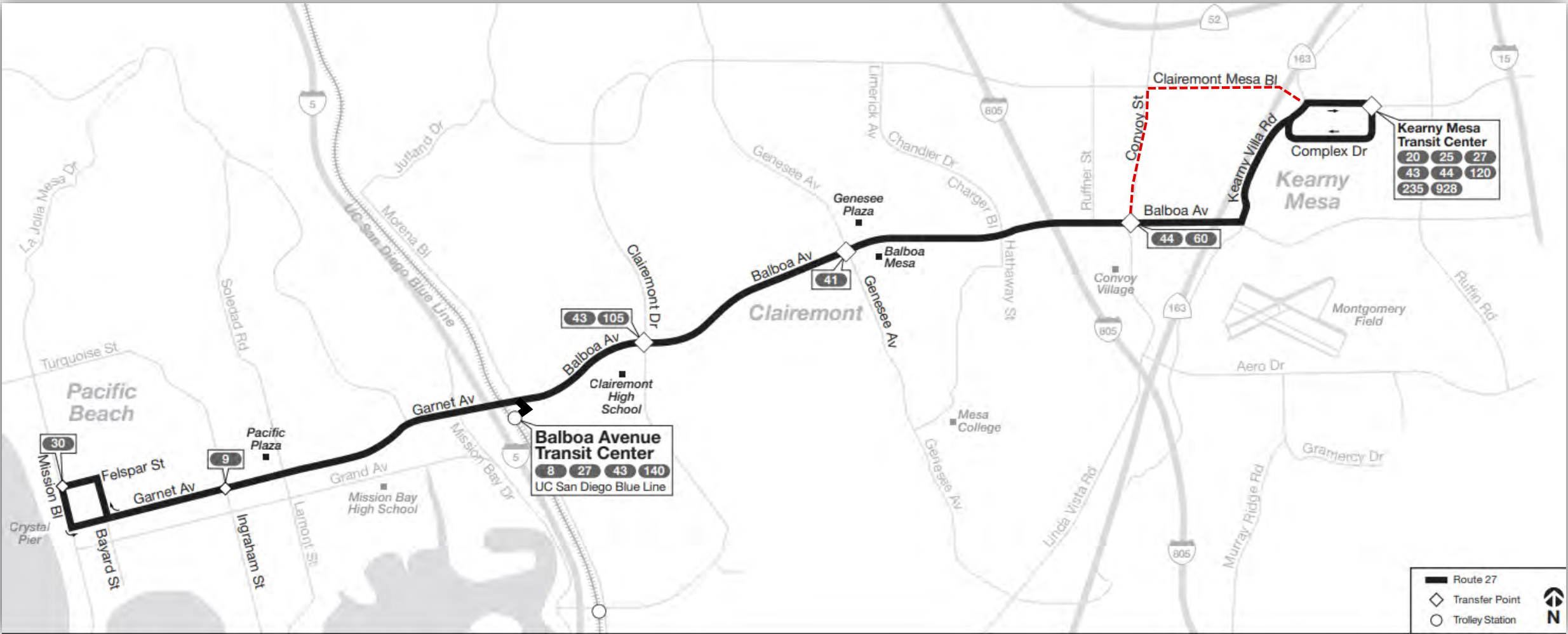
Mid-Coast Bus Changes

- MTS Board Policy 42 requires new services to be operated for 12 months as a pilot.
- Trial services “should” perform better than system average within first year.
 - This can be waived by the Board upon consideration of public comment, route performance, and network connectivity.
- Board to take action to make pilot routes permanent.
 - Title VI analysis was completed prior to implementation for all routes together, including Blue Line extension.

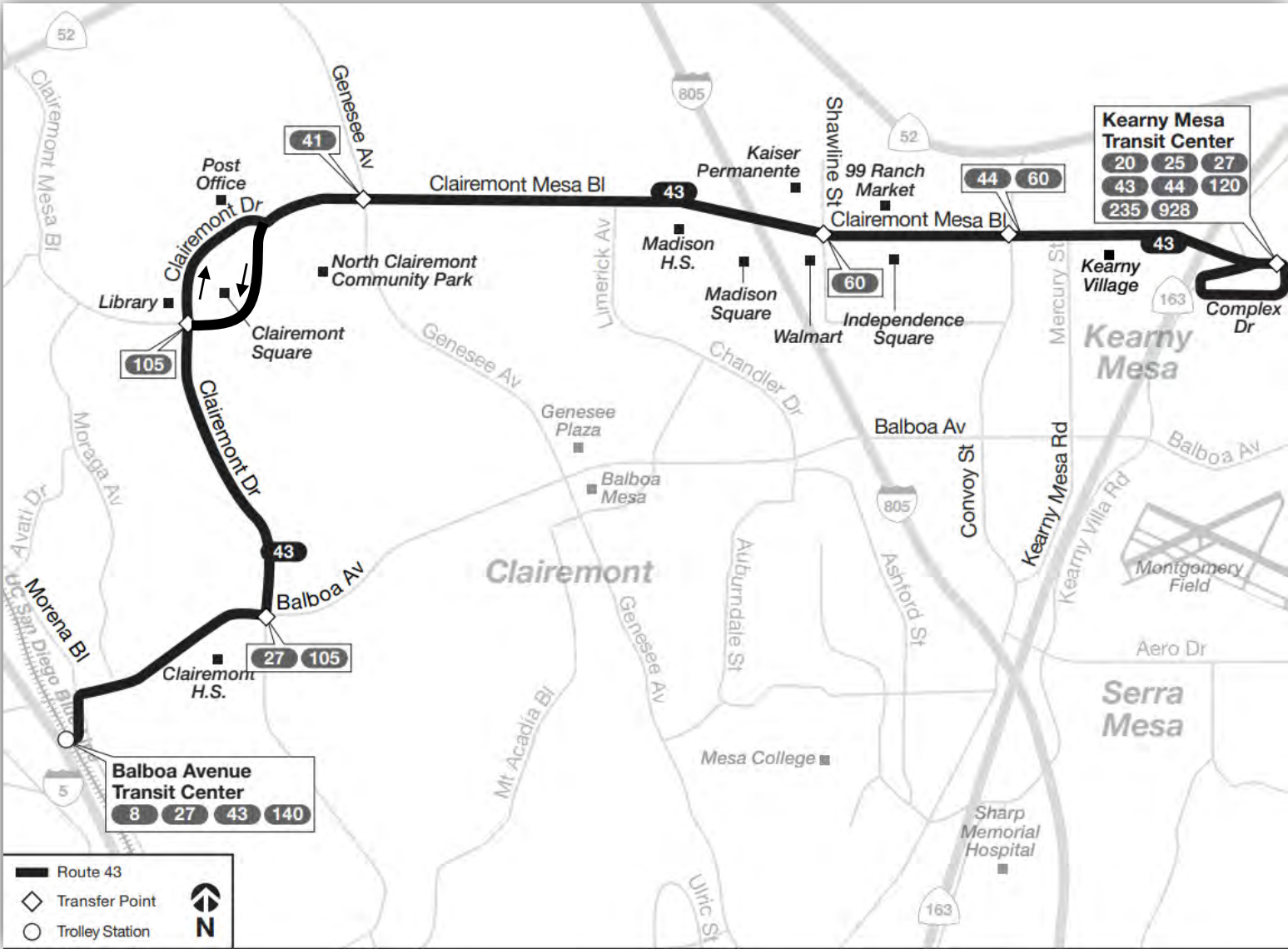
Route 8 – Mid-Coast Change: Route extension to Balboa Station; Added frequency



Route 27 - Mid-Coast Change: Added Sunday service



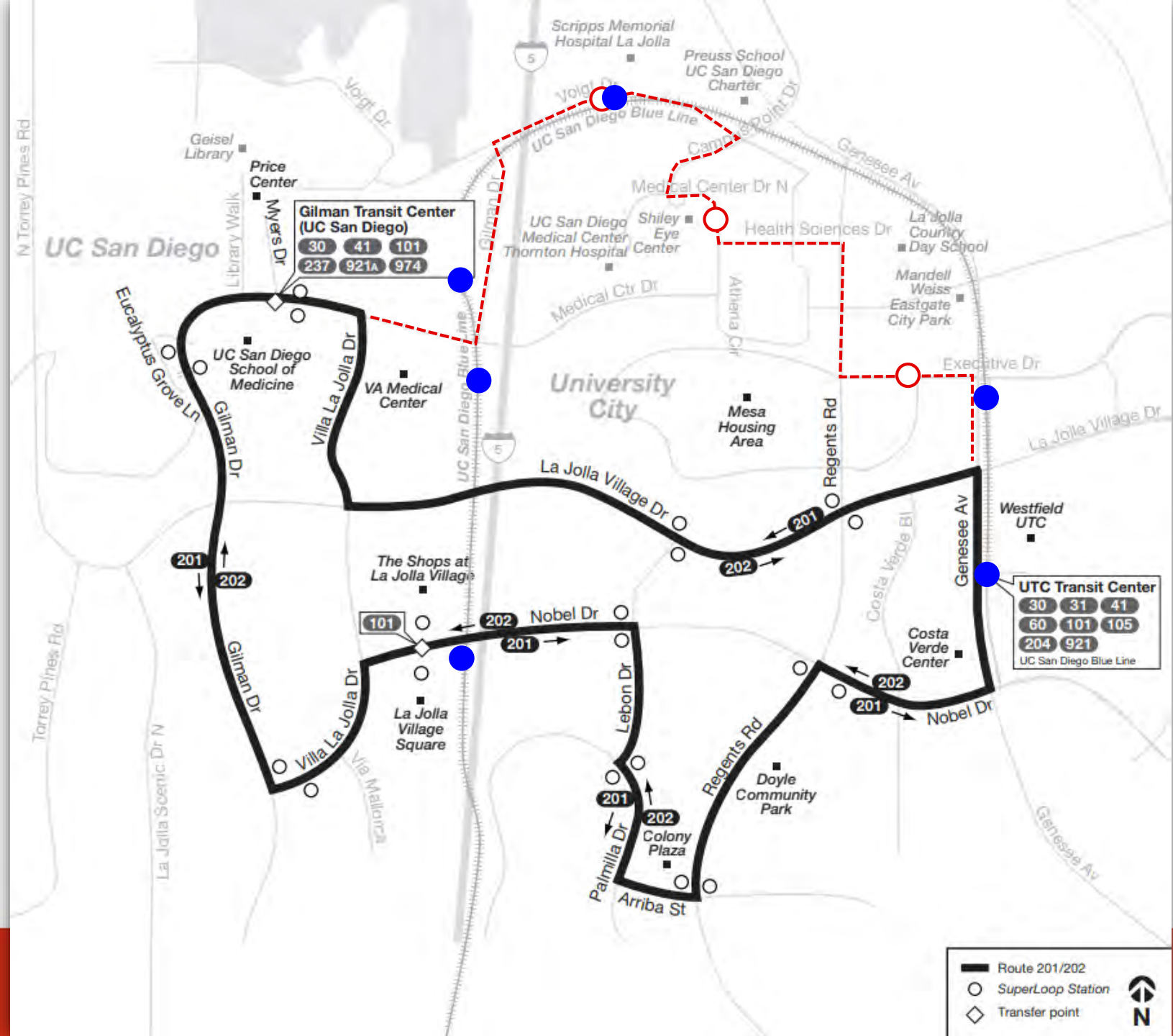
NEW Route 43:
Kearny Mesa –
Balboa Station
Local



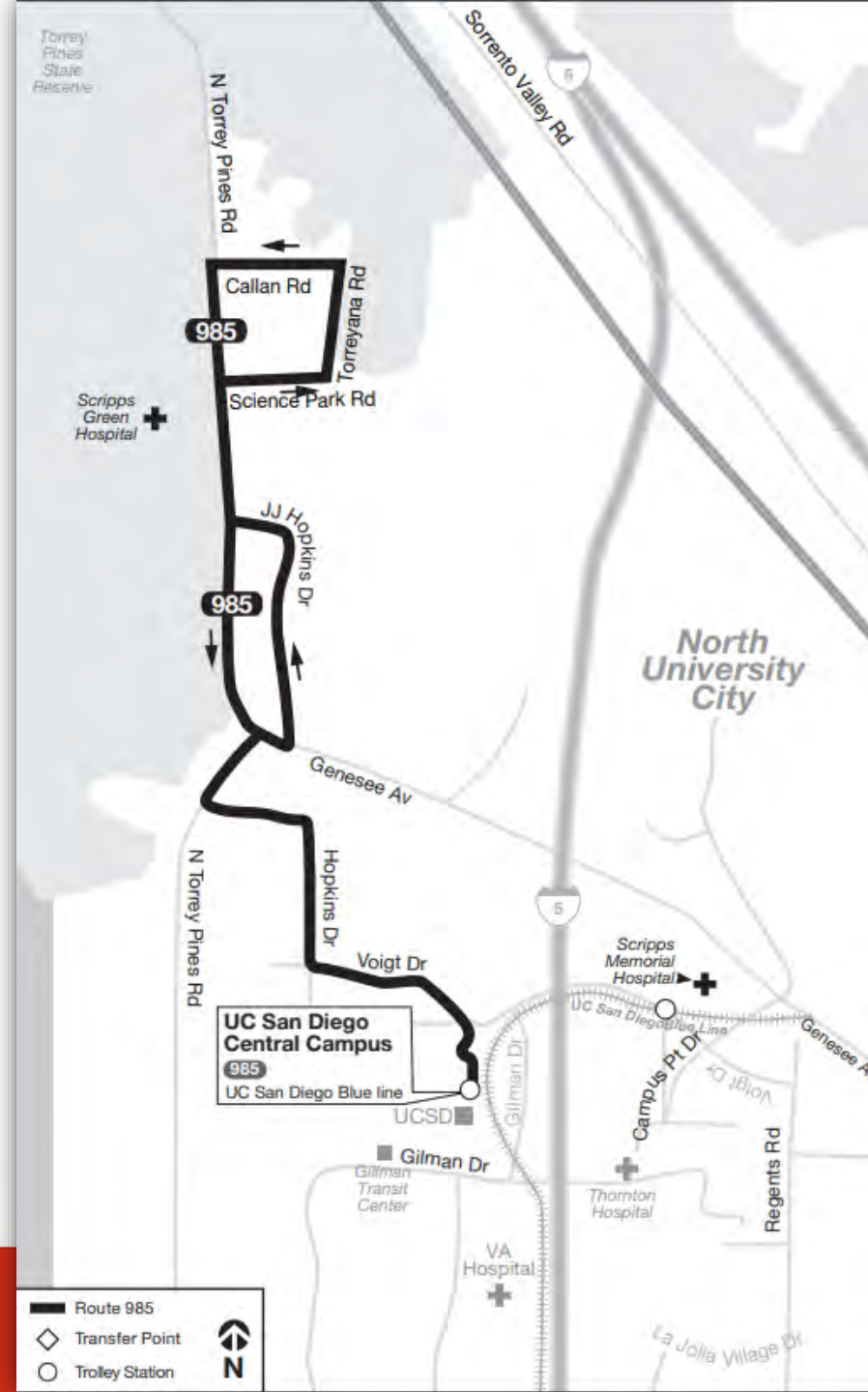
NEW Route 140: Balboa Station – Downtown La Jolla Express



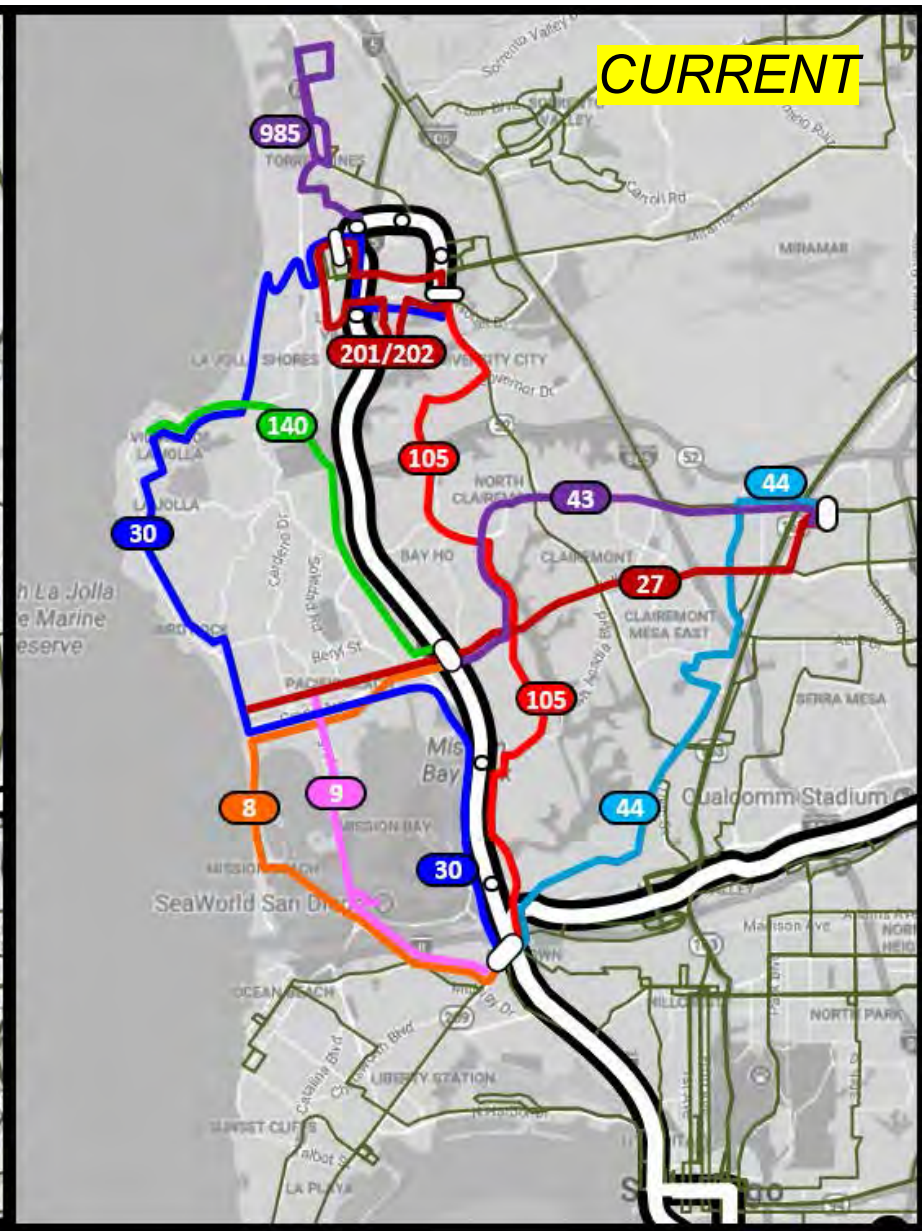
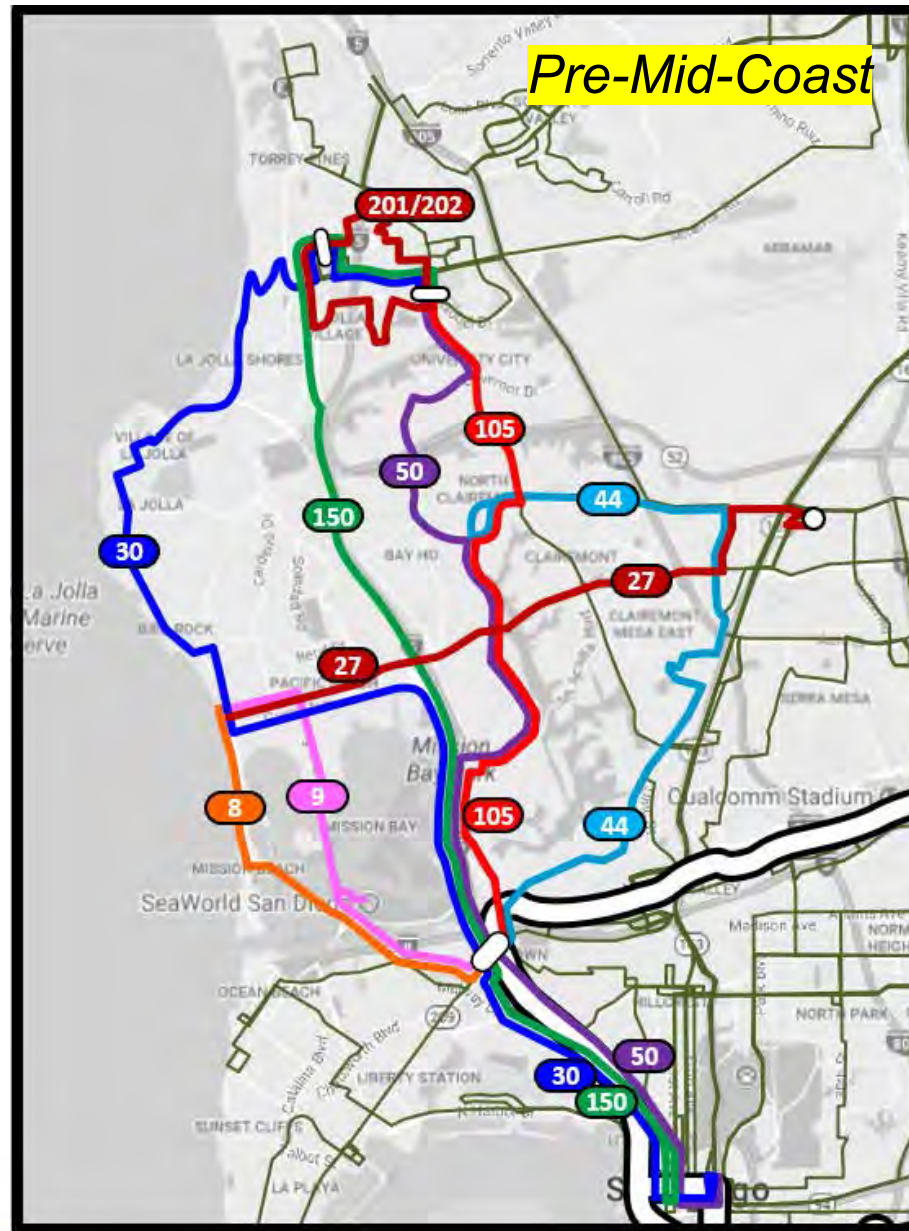
Rapid 201/202 – Mid-Coast Change: Route change to La Jolla Village Drive



NEW Route 985: UC San Diego – North Torrey Pines Shuttle



Mid-Coast Bus Network Changes



Mid-Coast Changes

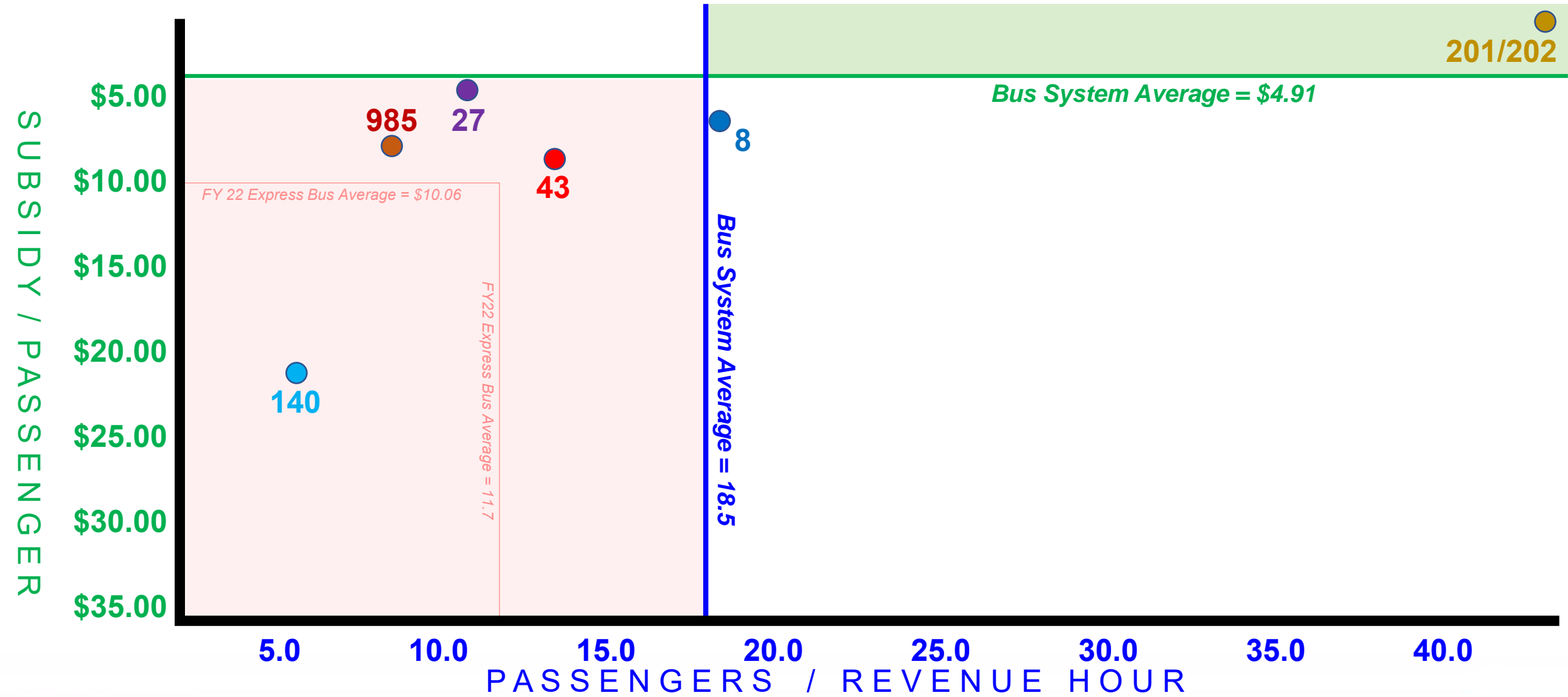
		Passengers/Rev. Hour	Subsidy/ Passenger
Route	Mid-Coast Change	FY 2023*	FY 2023*
Blue	Extension to UTC	177.2	\$2.20
8	Balboa ext., more freq.	18.9	\$6.68
27	Added Sunday service	11.2	\$5.25
43	New route	14.6	\$9.06
140	New route	6.4	\$21.96
201/202	Routing change	45.3	\$2.01
985	New route	9.3	\$7.26
System Average		32.2	\$3.92
System Average - BUS		18.5	\$4.91

* Through October 2022

Mid-Coast Bus Changes

- MTS Board Policy 42 goal is performance better than the system average for a trial service to be made permanent.
- This is a stretch goal; maturity is often 18-24 months, and likely slowed by on-going pandemic effects
 - Only Route 201/202 met the MTS Board Policy 42 goal for a trial service to be made permanent.
 - Route 8 was close.
 - Route 140 was an outlier with a subsidy per passenger of \$21.96 and the lowest productivity.

Route Performance (FY23 through October)



Route 140

Balboa Station – Downtown La Jolla Express

- Requested by La Jolla community for faster connection to Mid-Coast
- Allows single-seat ride from Balboa Station to Downtown La Jolla in as little as 20 minutes



Recommendations

Staff recommends the MTS Board of Directors take the following actions:

- PUBLIC HEARING: Discontinue new pilot Route 140 in January 2023
 - Restore Route 30 service levels using resources from Route 140 at a later shake-up
- Make permanent pilot Routes 43 and 985, and other trial major service changes to Routes 8, 27, and Rapid 201/202
 - Public hearing not required for these routes because no recommendation for major changes from the March 2021 Board approval

PUBLIC HEARING

- OPEN PUBLIC HEARING
(Discontinue new pilot Route 140 in January 2023)
- RECEIVE PUBLIC COMMENT
AND TESTIMONY

Recommendations

Staff recommends the MTS Board of Directors take the following actions:

- PUBLIC HEARING: Discontinue new pilot Route 140 in January 2023
 - Restore Route 30 service levels using resources from Route 140 at a later shake-up
- Make permanent pilot Routes 43 and 985, and other trial major service changes to Routes 8, 27, and Rapid 201/202
 - Public hearing not required for these routes because no recommendation for major changes from the March 2021 Board approval

Dalia Gonzalez

From: Dalia Gonzalez
Sent: Wednesday, December 7, 2022 9:43 AM
To: Dalia Gonzalez
Subject: RE: Comment for Agenda Item 25

From: Jade Guedes <jguedes@ucsd.edu>
Sent: Saturday, December 3, 2022 12:52 PM
To: PIO <PIO@sandag.org>
Subject: Re: 140 bus line

You don't often get email from jguedes@ucsd.edu. [Learn why this is important](#)

CAUTION: This email originated from outside of SANDAG. Do not click links or open attachments unless you are expecting the content.

Hello,

My feedback is as follows. I speak as someone who lives in downtown La Jolla and frequently needs to connect to the blue line and exclusively uses public transit. The current 140 route connects to the blue line at balboa avenue: there are very few riders that will ride the line for any other purpose than connecting to the blue line. A new rapid route could connect to the blue line at either ucsd central campus or at Nobel drive allowing users who wish to go shopping or get to campus to go as well as users who wish to connect to the blue line. Currently the 30 bus has so many stops it ends up being a 30-40 minute trip to connect. We need a rapid line that has one or two stops between downtown La Jolla and the blue line that allows greater speed to transfer to the blue line service and also serves a function of allowing UTC inhabitants to more rapidly access the beaches and downtown La Jolla.

Best,

Jade d'Alpoim Guedes
Associate Professor
Scripps Institution of Oceanography &
Department of Anthropology
University of California San Diego

Affiliated Researcher- Center for Climate Change Impacts and Adaptation- Scripps Institution of Oceanography
<https://scripps.ucsd.edu/centers/adaptation/>

Secretary, Society of Ethnobiology
www.ethnobiology.org

Mailing Address at Scripps:
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Sverdrup Hall, Rm # 1255
[8615 Kennel Way](#)
[La Jolla, CA 92037-0212](#)

Lab telephone: [858-246-2688](tel:858-246-2688)

jguedes@ucsd.edu

<http://www.jadeguedes.com>

<http://anthro.ucsd.edu/people/faculty/faculty-profiles/jade-guedes.html>

<https://scripps.ucsd.edu/profiles/jguedes>

Find recent papers at Research Gate:

https://www.researchgate.net/profile/Jade_Dalpoim_Guedes

The University of California, San Diego is on unceded, traditional Kumeyaay land. I honor with gratitude the land itself and the people who have stewarded it throughout the generations and pay my respects to elders both past and present. I urge my fellow settlers to take action and fight for land back! <https://landback.org/manifesto/>

On Dec 3, 2022, at 12:44 PM, Jade Guedes <jguedes@ucsd.edu> wrote:

Hi,

I would like to provide feedback about the potential cancellation of the 140 line.

Best,

Jade d'Alpoim Guedes
Associate Professor
Scripps Institution of Oceanography &
Department of Anthropology
University of California San Diego

Affiliated Researcher- Center for Climate Change Impacts and Adaptation- Scripps Institution of Oceanography
<https://scripps.ucsd.edu/centers/adaptation/>

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<http://www.jadeguedes.com>

<http://anthro.ucsd.edu/people/faculty/faculty-profiles/jade-guedes.html>

<https://scripps.ucsd.edu/profiles/jguedes>

Find recent papers at Research Gate:

https://www.researchgate.net/profile/Jade_Dalpoim_Guedes

The University of California, San Diego is on unceded, traditional Kumeyaay land. I honor with gratitude the land itself and the people who have stewarded it throughout the generations and pay my respects to elders both past and present. I urge my fellow settlers to take action and fight for land back! <https://landback.org/manifesto/>

Dalia Gonzalez

From: Adam H <adamh@startmail.com>
Sent: Thursday, December 8, 2022 7:18 AM
To: ClerkoftheBoard
Subject: Bus 140

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

Hello,

I take bus 140 often. The issue is that there is no direct route from Clairemont to La Jolla and the new 140 line has helped. I, as well as some friends, will miss the 140 line. Perhaps a better solution would be a line that goes through Balboa/Genesee, Clairemont square, balboa transit, and continue to La Jolla. Or even Clairemont square to La Jolla via 52. All in all the new lines and the trolley has made life easier.

Thank you

Adam Hostomsky

CALL-IN PUBLIC COMMENT

Kathlene Neil with Climate Action Campaign, provided a live public comment for agenda item #25. Neil's statement will be reflected in the minutes.

CALL-IN PUBLIC COMMENT

Corinna Contreras with Climate Action Campaign, provided a live public comment for agenda item #25. Contreras's statement will be reflected in the minutes.



Agenda Item No. 30

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 2022

SUBJECT:

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

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the 2023 State and Federal Legislative Program (Attachment A).

Executive Committee Recommendation

At its December 1, 2022 meeting, the Executive Committee voted 5 to 0 (Board Members Fletcher, Elo-Rivera, Hall, Moreno, and Sotelo-Solis in favor, and Board Members Salas and Sandke absent) to recommend that the Board of Directors approve the staff recommendation.

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

Attachment: A. Draft 2023 State and Federal Legislative Program





DRAFT

Att. A, AI 30, 12/8/22

Metropolitan
Transit
System

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

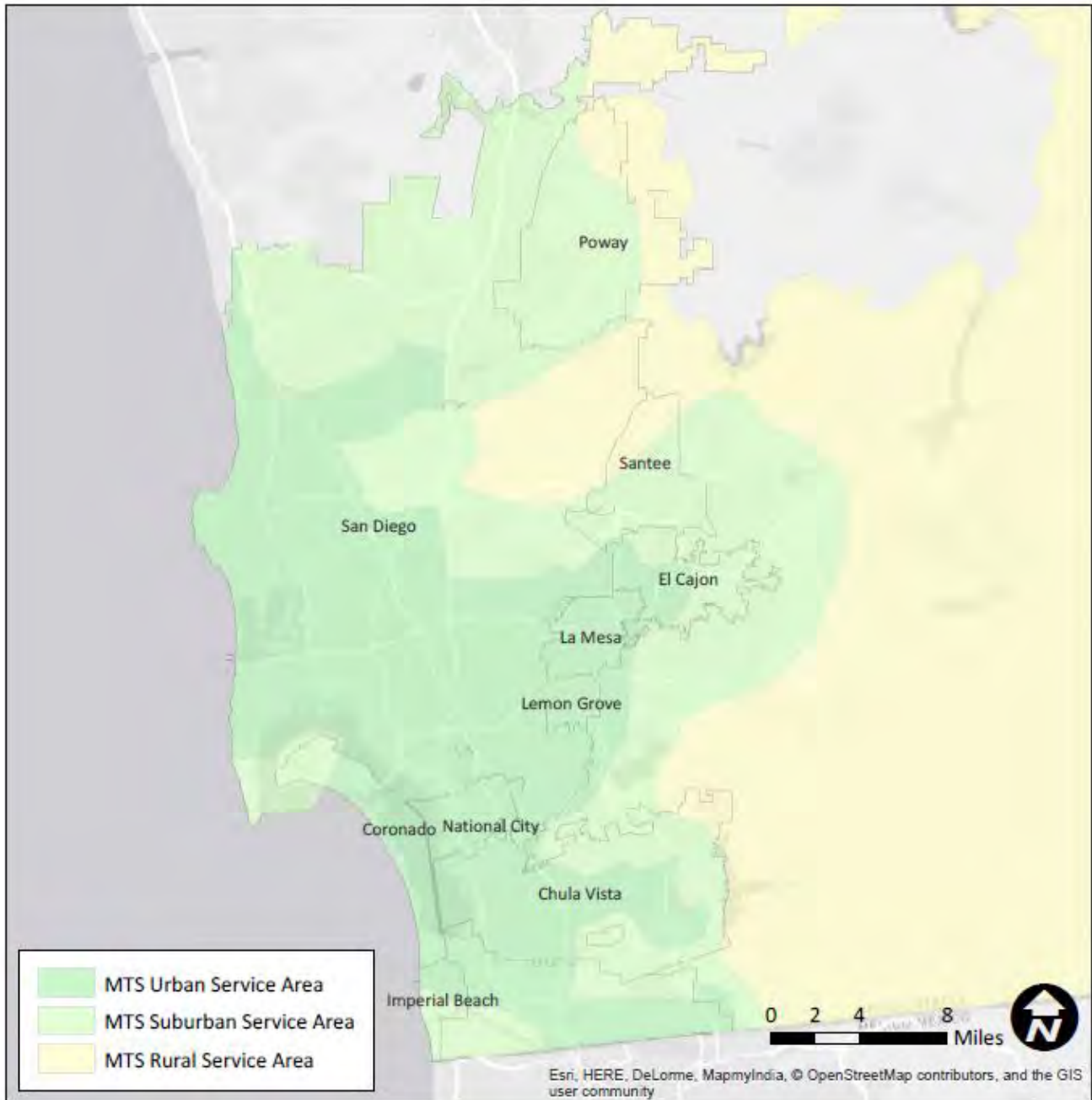
MTS is responsible for the service planning, scheduling, and performance monitoring of all MTS transit services. Service adjustments occur three times per year and as needed to improve efficiency and customer service.

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.
- Seek subsidies for the operation of public restrooms at transit stations.
- 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.
- Support legislation related to zoning and permitting processes that advance maximum density transit-oriented development projects.
- 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.

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

Board of Directors
December 8, 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
 - Seek subsidies for the operation of public restrooms at transit stations
 - 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 related to zoning and permitting processes that advance maximum density transit-oriented development projects.
- 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 Board of Directors approve the 2023 State and Federal Legislative Program.

CALL-IN PUBLIC COMMENT

Tony Fantanp with Climate Action Campaign, provided a live public comment for agenda item #30. Fantanp's statement will be reflected in the minutes.



Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 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 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 APPROVAL OF PROJECT (MARK OLSON)

RECOMMENDATION:

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

- 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.



Executive Committee Recommendation

At its December 1, 2022 meeting, the Executive Committee voted 3 to 2 (Board Members: Fletcher, Elo-Rivera, and Hall in favor; Moreno and Sotelo-Solis opposed) to recommend that the Board of Directors approve the staff recommendation.

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 structural 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 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 Structure will also include an additional 55-inch LCD screen display at street level for MTS use as a supplemental project design feature to further enhance transit related messaging and leverage the larger digital information board. The final design, size and scale will be approved by the MTS CEO during the design review process.

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. The digital information board will use LED lights that include auto-dimming technology to maintain LED lighting levels with the applicable ambient light throughout the day and downward facing design.

MTS Share of Voice Display Time: MTS is entitled to use 10% of the large format digital display time for MTS-related messaging. Display time 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. MTS is entitled to use 100% of the additional street level 55-inch LCD screen display time for MTS wayfinding, schedule, and other transit messaging.

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 (CEQA)

State law recognizes the importance of public transit to help accelerate progress towards California's environmental goals and improve the public health of Californians. This Project will directly support MTS in delivering transit and sustainable transportation projects that significantly enhance service quality, enhance access to transit, reduce pollution and greenhouse gas emissions, reduce automobile use, and improve the safety of our streets. These State policy goals are supported by several statutory and categorical exemptions from environmental review under CEQA.

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 infill 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

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 (20th) 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 (3rd) 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 (8th) License Year, Sixty Percent (60%); and

(C) from the first day of the ninth (9th) 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.

(e) MTS shall be entitled to use the License Fee to support sustainable transportation projects that can accelerate progress towards California’s environmental goals and improve the public health of Californians. MTS and Big Outdoor agree that the Project will support MTS in delivering transit and sustainable transportation projects that significantly enhance service quality, enhance access to transit, reduce pollution and greenhouse gas emissions, reduce automobile use, and improve the safety of our streets.

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

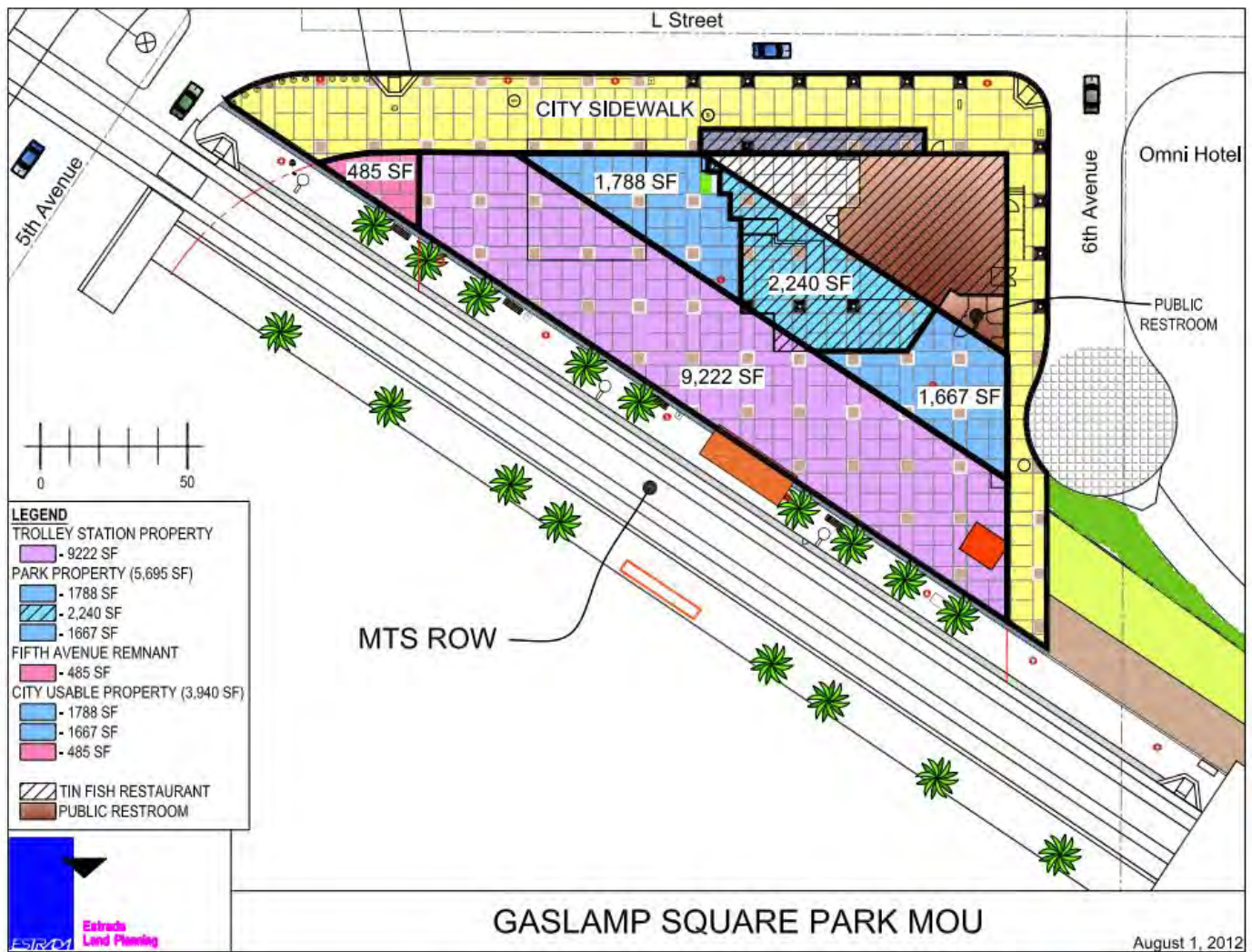


EXHIBIT B

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.

The Structures shall include the following features: (1) LED lights that include auto-dimming technology to maintain LED lighting levels with the applicable ambient light throughout the day and downward facing design; (2) an additional street level 55-inch LCD screen display that shall be available to MTS for 100% of the digital display time for wayfinding and transit messaging

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.

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

MTS Board of Directors

December 8, 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

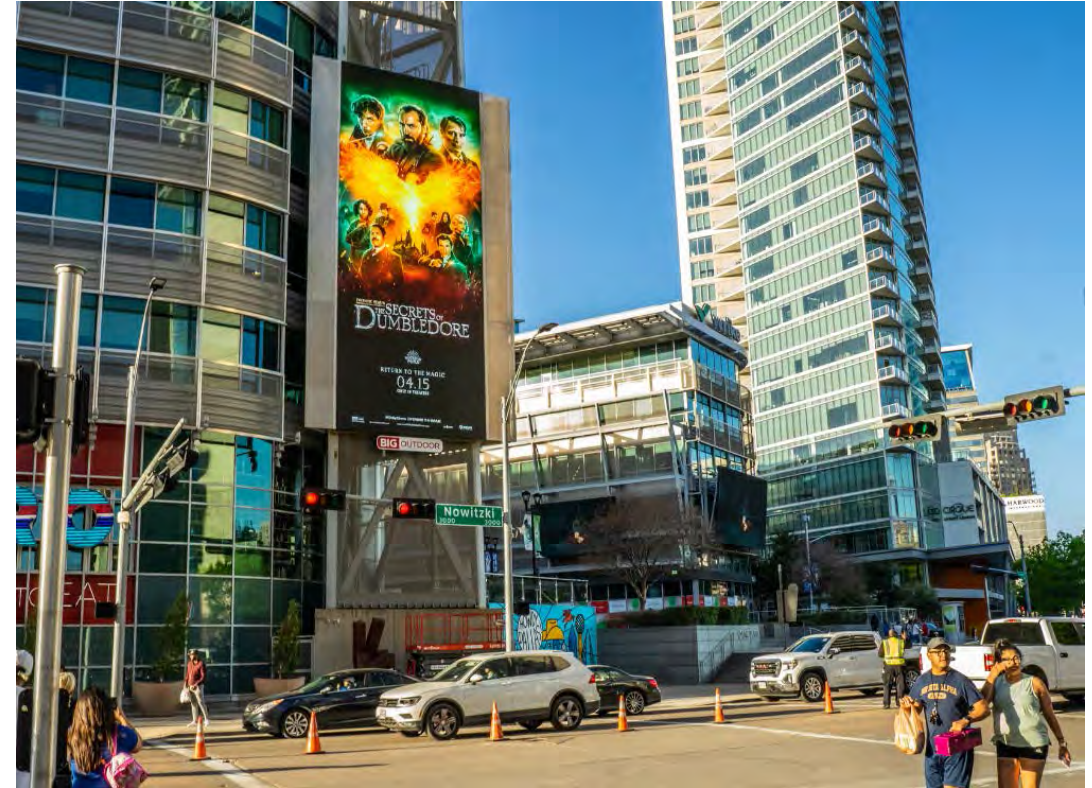


About Big Outdoor

- BIG Outdoor is a privately held Out-Of-Home media company focused on the development, marketing and sales of unique high-profile media assets in key media markets across the country.
- Currently operating in 12 different markets including New York, Los Angeles, Chicago, Dallas, San Diego, Atlanta, etc.
- Partnerships offer turnkey solution from concept to final installation
- Expertise in digital display technology, sign design, fabrication, installation and ongoing maintenance

BIGOUTDOOR

Big Outdoor Work Samples



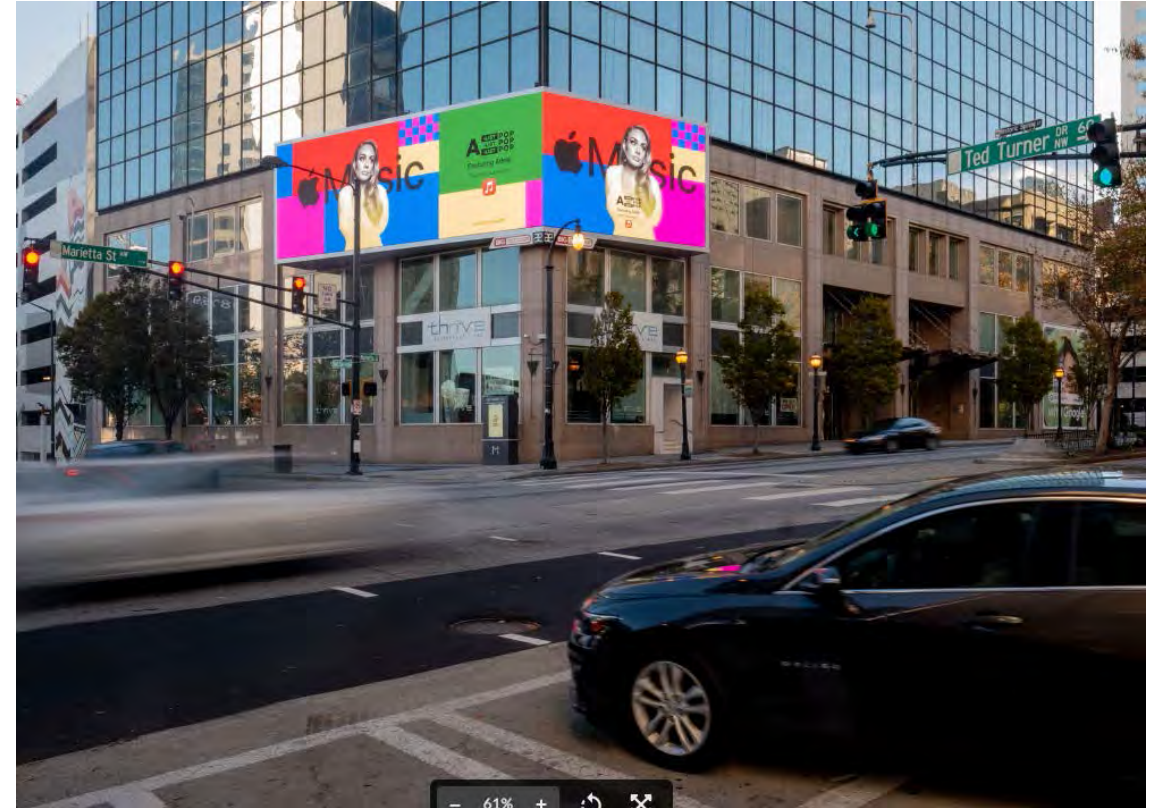
Dallas, Victory Park

Big Outdoor Work Samples



New York

Big Outdoor Work Samples



Atlanta

Sample **BIGOUTDOOR** Clients



Google

amazon

Meta

Coca-Cola

SAMSUNG

AMERICAN EXPRESS



HBO

SHOWTIME



airbnb



AT&T

zelle



hulu

verizon

Spotify



Uber

lyft



UNIVERSAL

★ Heineken



DOORDASH



CHANEL

DAVID YURMAN

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



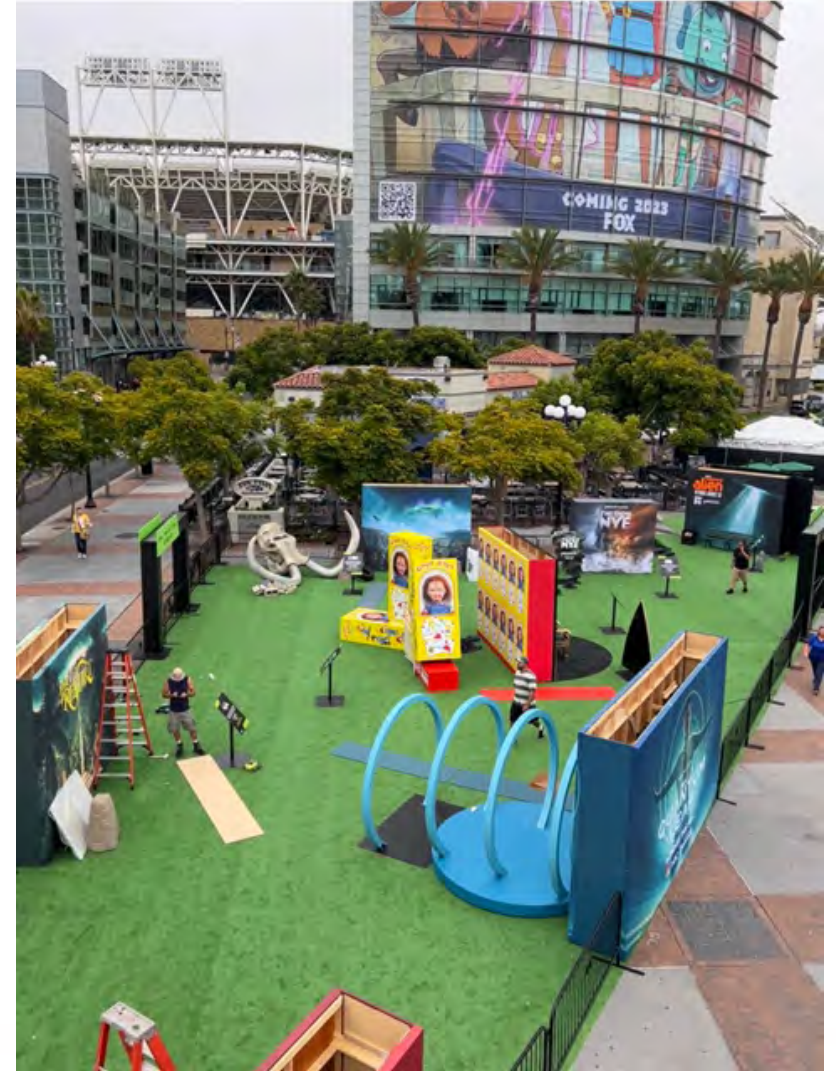
License Agreement Key Terms

- 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



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
- 55" LCD interactive wayfinding display
 - 100% dedicated to MTS information/ADA compliant
 - Free WiFi within 300 feet of display
- 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
5th Avenue



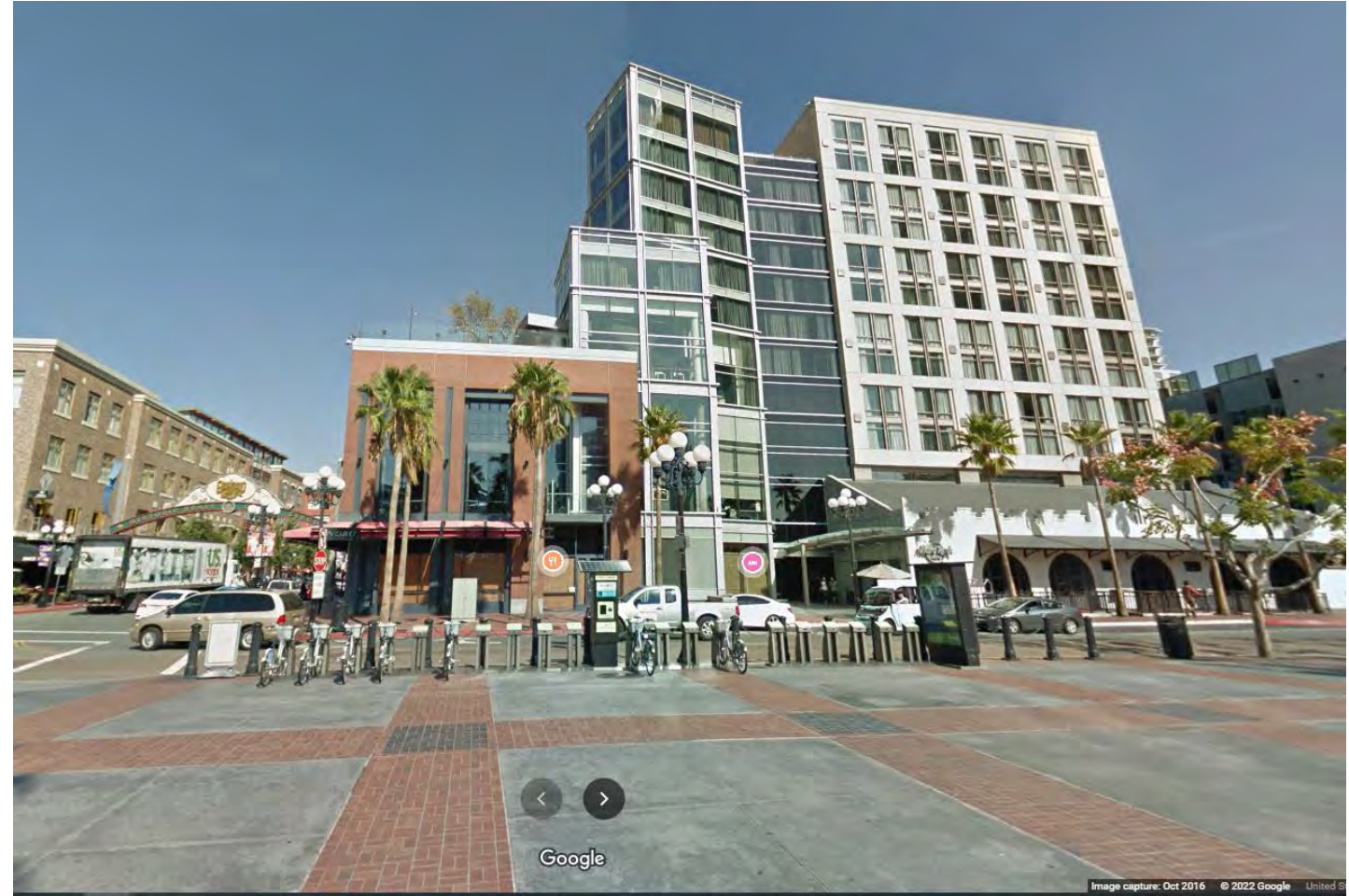
Proximity to Residential

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



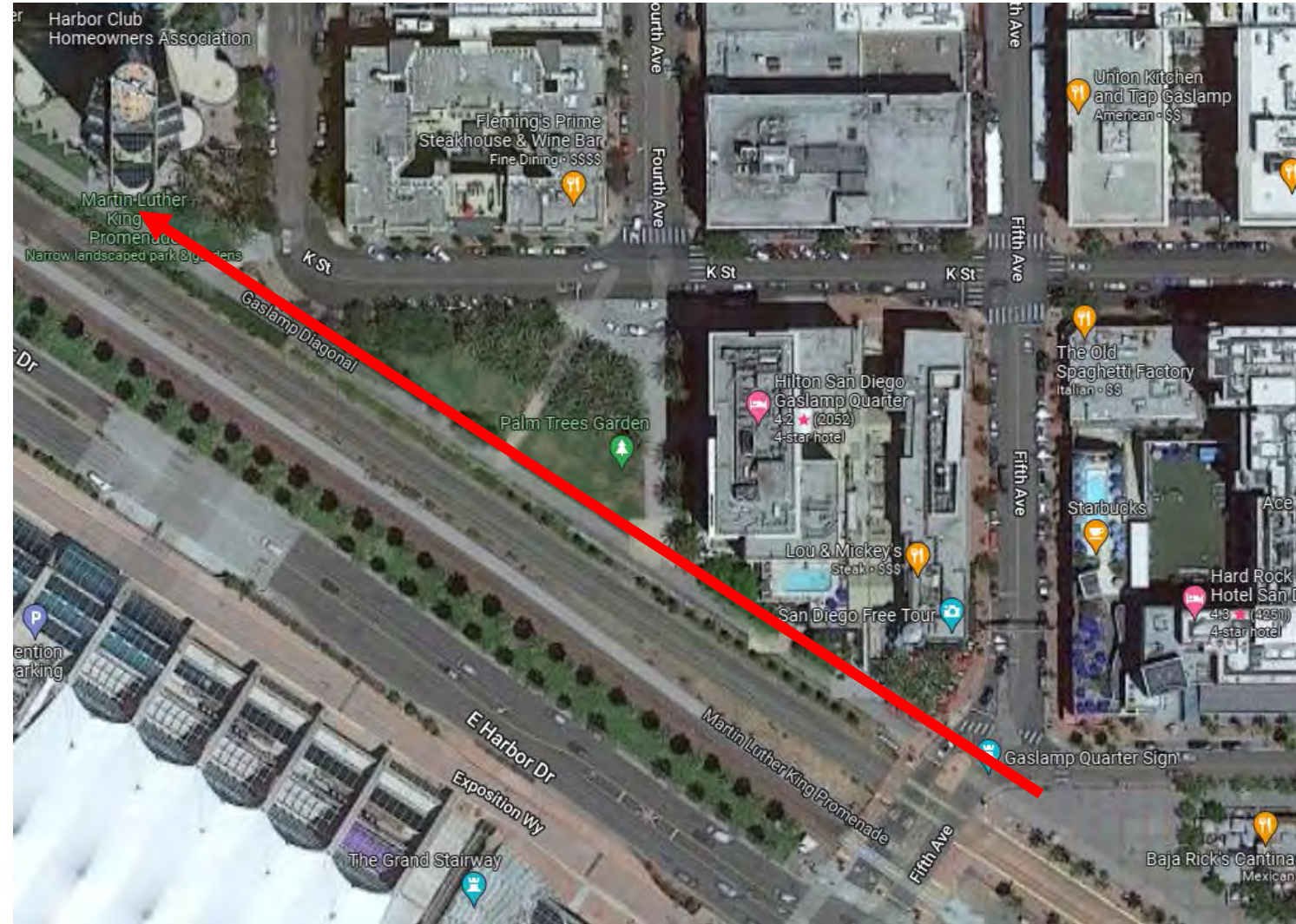
Proximity to Residential

- 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



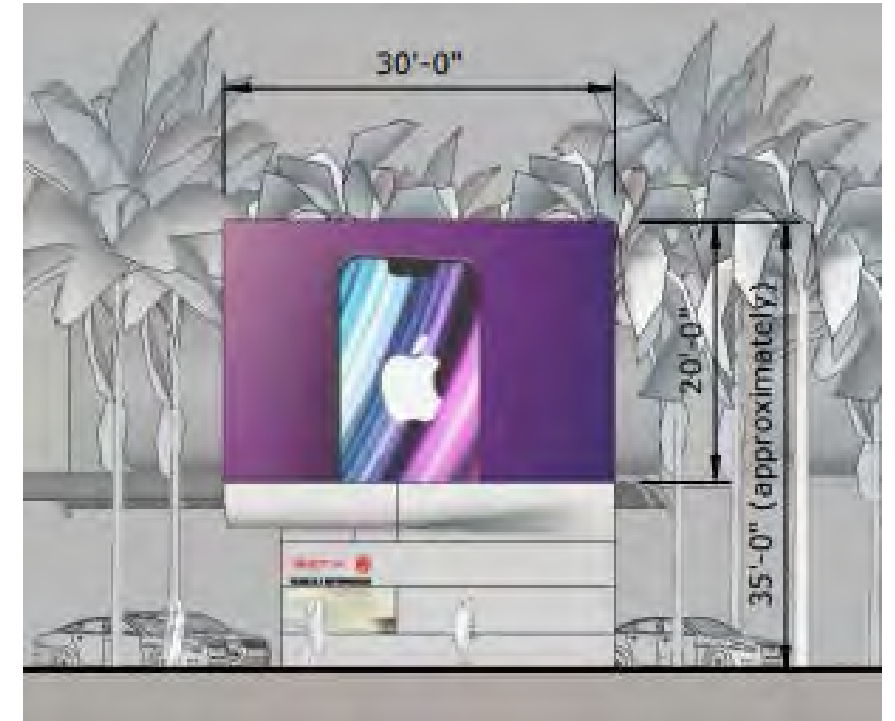
Digital Information Board Benefits & Uses

- 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



Board Action

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

- 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: Jeffrey Forrest <jforrest@sheppardmullin.com>
Sent: Thursday, December 8, 2022 6:46 AM
To: ClerkoftheBoard
Cc: Jeffrey Forrest; Bill Tagliaferri; Erin Watkins; Brooke Miller
Subject: Comment Letter on Agenda Item 31
Attachments: BIG Outdoor_ Response to Gaslamp Trolley Station Project Public Comments 4877-9157-6898 v.2.docx

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

Dear Clerk of the Board,

Please include this correspondence in the record for Agenda Item 31 -- License Agreement for Gaslamp Quarter Trolley Station Digital Information Board Project for the 12/8/22 MTS Board hearing.

Sincerely,
Jeffrey Forrest

Jeffrey Forrest
Partner

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+1 858-254-3130 | cell
jforrest@sheppardmullin.com | [Bio](#)

SheppardMullin

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Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.



Honorable Chair and Members of the Board of Directors
San Diego Metropolitan Transit System
James R. Mills Building
Board Meeting Room - 10th Floor
1255 Imperial Avenue
San Diego, CA 92101
Via Email to: ClerkoftheBoard@sdmts.com

December 7, 2022

RE: Response to Public Comments
License Agreement for Gaslamp Quarter Trolley Station Digital Information Board
Project and Findings of Exemption from the California Environmental Quality Act
Agenda Item 31, Board of Directors Meeting of December 8, 2022

Dear Chair Fletcher and Members of the Board:

BIG Outdoor appreciates the opportunity to present this response to public comments submitted to MTS relating to the proposed License Agreement to assist MTS in carrying out the Gaslamp Quarter Trolley Station Digital Information Board Project (the Project) and related findings of exemption from the California Environmental Quality Act (CEQA), Item 31 on your agenda of December 8, 2022. Our attorneys at Sheppard Mullin have assisted us with the legal analysis below and the facts provided herein are from internal experts at BIG Outdoor, MTS's construction and maintenance contractor (BriceHouse), and the California architecture firm (OFFICEUNTITLED), with over 200 years of combined expertise in designing, constructing, operating, and maintaining wayfinding signage and transit stations to avoid significant environmental impacts and enhance the transit experience of the public.

The Gaslamp Quarter Trolley Station Digital Information Board Project represents a significant opportunity for MTS to improve customer information and wayfinding for transit riders, bicyclists and pedestrians; modernize the Gaslamp Trolley Station within MTS's existing right-of-way; and generate approximately \$37 million in funding to help MTS continue and develop its sustainable transit projects that further achieve public goals. The Project would be carried out by MTS in conjunction with Big Outdoor pursuant to MTS Board Policy No. 18 (adopted July 25, 2019) authorizing joint development programs with third parties that enhance the financial stability of MTS operations and promote increased transit utilization.

Among other things, the Project will increase access to safe and affordable transportation, improve the productivity and reliability of MTS's transit services, and improve mobility and connectivity throughout MTS's service area, all without incurring substantial up-front costs to MTS for construction of the structure, liability for the structure, or the burden of attracting and negotiating with advertisers who provide the funding. Like existing advertising on the MTS's trolley lines and buses, which is further described in the staff report, MTS is approving and carrying out the Project to leverage MTS's existing transit facilities, in this case the Gaslamp Trolley Station right-of-way, to both improve customer information and wayfinding to transit customers, bicyclists and pedestrians in the surrounding area and to further MTS's mission to provide safe, reliable and accessible transit services in the San Diego region.



The information below adds to the substantial evidence already in the administrative record for why the project qualifies for a CEQA exemption. It is important to understand that each exemption is independent of the other and any one exemption is alone sufficient to comply with CEQA. Although the commenter has threatened litigation, the commenter would have to prove each and every exemption improper, not just one exemption. Moreover, MTS staff should be commended for their compliance with CEQA policy by pursuing statutory and categorical exemptions when they are available instead of via a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR). Public Resources Code 21003(f) states, "It is the policy of the state that...[a]ll persons and public agencies involved in the environmental review process be responsible for carrying out the process in the most efficient, expeditious manner in order to conserve the available financial, governmental, physical, and social resources...." Here, there are five available and justifiable statutory and categorical exemptions. The first two are policy decisions of the California Legislature intended to promote and expedite transit facilities without incurring the costs and delays associated with CEQA compliance through an MND or EIR. They apply regardless of any environmental impact from development of the wayfinding digital information board. The other three are categories of CEQA exemptions that the Secretary of Resources for the State of California deemed not to have a significance environmental impact. CEQA Guidelines § 15300. MTS can be assured it is implementing CEQA consistent with the state legislature's CEQA policies.

Wayfinding Statutory Exemption

Public comments submitted to the MTS Executive Committee grossly mischaracterize both the purpose of the Project and its function. Recognizing the need to reduce the time and cost associated with delivering transit and sustainable transportation projects in the state and based on the need to rapidly create, attract, and protect jobs; increase access to safe and affordable transportation; decarbonize our transportation system; improve the productivity and reliability of transit; and improve mobility and connectivity throughout California, in 2020 the state legislature adopted a statutory exemption from CEQA specifically for "[p]rojects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians." (Pub. Res. Code § 21080.25(b)(2).) This exemption does not require exclusive use or any minimum share of display of customer information or wayfinding, only that the project improve customer information and wayfinding for transit riders, bicyclists, and pedestrians.

As the record before you demonstrates, the Project falls squarely within this statutory exemption. Unlike other private "electronic billboard" projects referenced in the comment not carried out by a transit agency, not located on transit right-of-way, and not providing any customer information or wayfinding function, MTS is carrying out the Project by executing the License Agreement which preserves a minimum 10% "share of voice" of display time on the Project's large format screen to MTS to provide wayfinding and informational messaging such as transit schedules and special promotions. (License Agreement section 1(d).) As described in the License Agreement, this means that, 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 six-second slot on such loop. Accordingly, contrary to the unfounded allegations in the public comment, wayfinding and customer information will be provided on a consistent basis during all times the Project display is in operation. To preserve its use for customer information and wayfinding, the License Agreement provides that this time may not be sold to third parties. In addition, MTS also has the right to display emergency communications such as service interruptions, and the Project will be available to the San Diego Police Department and Office of Emergency Services for emergency messages on an as-needed basis.



Also, contrary to the speculation in the public comment, as a nationwide premier media company and expert in the design, development, marketing, and sales of large format advertising with hundreds of signage assets located in eleven markets over 200 years of combined experience, BIG Outdoor works with its expert architecture firms to design screens that can be easily seen from the street and station platform. This visibility is what makes the sign attractive to both transit agencies looking to enhance wayfinding and advertisers looking to sell goods or services ensuring that the Project screen locations will be fully visible to MTS customers, transit riders, bicyclists, and pedestrians. BIG Outdoor and MTS are fully aligned in their interest in making sure there will be no need for anyone to crane their neck to view the Project screens. Unlike BIG Outdoor and its design team, the commenter has no expertise to determine what design makes a sign effective for conveying information. Nevertheless, in order to further leverage the Project to improve customer wayfinding and remove any doubt, the Project will also provide an additional street level 55-inch display that will be available to MTS 100% of the time for wayfinding, schedule, and other transit messaging. The Project meets all conditions in Section 20180.25(c) and (d) as further outlined in the staff report, including the requirement to utilize a skilled and trained workforce.

The Commenter mistakenly asks the MTS Board to ignore the wayfinding value of the Project and look only at the advertising being used to finance its construction, operation, and maintenance. The mechanism used to finance a wayfinding sign does not convert the structure into something that no longer improves wayfinding, just as advertising inside and outside an MTS commuter bus does not convert the commuter bus into a mobile billboard. It is still bus, whose function is to transport the public along the transit route regardless of whether the bus is being financed with advertising dollars. The Project is a sign to convey wayfinding information that happens to be financed by advertising. If the California Legislature had intended to prohibit public agencies from using the CEQA exemption in Pub. Res. Code § 21080.25(b)(2) when advertising was involved or when a certain percentage of wayfinding screen time was not met, it would have said so in the text of the exemption. The commenter is reading requirements into the statute that do not exist, but that the commenter wishes existed if the commenter had run for the state legislature himself. In our democracy, public agencies follow what the statute allows them to, not what a particular person wishes the statute had said. Indeed, public agencies are owed deference in the interpretation of statutes that they administer.

Transit Station Modernization Statutory Exemption

In addition to the statutory exemption discussed above, CEQA also broadly exempts projects that increase passenger or commuter service on existing rights-of-way already in use, including modernizing existing transit stations. (Pub. Res. Code § 21080(b)(10)-(11); 14 California Code of Regulations [CEQA Guidelines] § 15275.) A lead agency may find a project exempt from CEQA under any number of exemptions, provided the record supports its determination. The “passenger-service” exemption first adopted in 1978 was amended in 1982 to even more broadly exempt projects that further transportation of passengers by rail. In the case cited in the staff report, the California Supreme Court found that the exemption applies to any such projects within existing rail right-of-way, such as and including MTS’s right-of-way. Here, as the record demonstrates, the Project will modernize the existing Gaslamp Trolley Station with modern signage features and improve customer information and wayfinding to transit users. In addition, the Project will generate funding to further MTS’s mission to provide safe, reliable, and accessible transit services in the San Diego region. The Project is therefore clearly within this exemption.



Categorical Exemptions

In addition to these transit-specific statutory exemptions, the CEQA Guidelines contain several categorical exemptions applicable to the Project due to its size, use, and location. As the record reflects and as further explained below, the Project falls within the Class 3 categorical exemption applicable to small structures of 10,000 square feet or less in an urbanized area (CEQA Guidelines section 15303); the Class 11 categorical exemption applicable to minor accessory structures (CEQA Guidelines section 15311); and the Class 32 categorical exemption applicable to infill projects located within an incorporated city on a site of less than five acres surrounded by urban uses (CEQA Guidelines section 15332).

i. Class 3

The Class 3 categorical exemption applies to the “construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.” The Class 3 exemption applies when the project consists of a small construction project and the utility and electrical work necessary to service that project. The Class 3 exemption is not limited to the listed examples but includes “similar structures” and has been found to apply to a variety of uses where the structure complies with the applicable size limits. Many of the listed examples of qualified small structures are much larger than the proposed project, including the following:

- a. Three single family homes in an urban area with no size limitation;
- b. An apartment building with six units in an urban area with no size limitation; and
- c. Four commercial buildings not exceeding 10,000 square feet in an urbanized area.

Here, as the record demonstrates, the Project footprint is limited to not more than 5,000 square feet, located in an urbanized area as defined by CEQA to include an incorporated city with a population of at least 100,000 (according to the U.S. Census Bureau, the current estimated population of the City of San Diego is 1.382 million), and related utility and electrical work necessary to serve the Project. The Project is much smaller than the listed examples and therefore clearly falls within this exemption.

ii. Class 11

Class 11 exempts “construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premise signs.”

Here, as the record demonstrates, the Project is located within MTS’s right-of-way and is accessory to MTS’s existing facilities, including the Gaslamp Transit Station and the Trolley. As more fully discussed above, the Project will improve wayfinding and other customer information to support the existing transit use. Although the Class 11 exemption does not specifically define the term “minor structures”, the Project is within the existing Gaslamp Trolley Station footprint and is minor in comparison to surrounding structures, which include high-rises, the San Diego Convention Center, and Petco Park. Moreover, on-premise signs are specifically designated as an example of minor accessory structures. The Project is clearly a sign on the MTS premises. Therefore, the Project constitutes a minor structure accessory to MTS’s existing transit facilities and is clearly within the Class 11 exemption.



iii. Class 32

Class 32 exempts projects characterized as in-fill development consistent with the applicable general plan and zoning designation and regulations; located within city limits on a project site of no more than five acres substantially surrounded by urban uses and that has no value as habitat for endangered, rare or threatened species; approval of which would not result in any significant effects relating to traffic, noise, air quality, or water quality; and which can be adequately served by all required utilities and public services.

Here, the Project is located on MTS's right-of-way within the City of San Diego. As a transit agency, MTS is exempt under state law from the City's zoning regulations, and the Project is consistent with the existing transit use of the site. The Project site is less than five acres (9,222 square feet) and is entirely surrounded by qualified urban uses, defined in CEQA as "any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. As noted above and in the record, uses surrounding the Project site include high-rise commercial buildings (the Hard Rock Hotel and the Omni San Diego Hotel), the San Diego Convention Center, Petco Park (one block to the West), and, of course, MTS's transit facilities. The Project site is entirely disturbed and has no habitat value, nor will the Project have any significant adverse traffic impact (as it would support transit in lieu of vehicle travel and would not pose any traffic hazard); noise (as it would not emit any noise in excess of limits applicable within the surrounding Gaslamp area); air quality (as it would cause minimal emissions and reduce vehicle GHG emissions by improving transit); or water quality (as it would not result in any increase in stormwater runoff from the existing impervious surface, and would comply with all applicable BMPs under state and Federal law).

The categorical exemptions (but not the statutory exemptions) described above are subject to certain exceptions under CEQA Guidelines 15300.2. A lead agency's determination that a project falls within a categorical exemption includes an implied finding that none of these exceptions applies. The burden then shifts to the challenging party to produce evidence showing that one of the exceptions applies to take the project out of the exempt category. This evidence may not include argument, speculation, unsubstantiated opinion or narrative, or evidence which is clearly inaccurate or erroneous, which does not constitute substantial evidence as defined by CEQA.

Here, the public comments assert the categorical exemptions outlined above and in the staff report do not apply to the Project due to "the unusual circumstances presented by a massive, blindingly glaring billboard." This allegation is speculative and unsubstantiated opinion of a lawyer with no demonstrated expertise in the design, construction, maintenance, or operation of a wayfinding sign or the impacts that flow from such structure. It does not constitute substantial evidence. The Project height of 40-50 feet, approximately the height of a four story structure, is much smaller than surrounding high-rise structures and appropriate in the context of the surrounding downtown area. Nor is it rational to assume a project intended to convey information, including MTS customer information, wayfinding, and advertisements would be "blindingly glaring." The License Agreement limits the hours of operation to 6:00 a.m. to 12:00 a.m. each day and the Project design includes LED lights that include auto-dimming technology to maintain LED lighting levels with the applicable ambient light throughout the day and downward facing design. Therefore, the light of the sign does not shine upward toward any residential or commercial occupants of the nearby buildings. Shielding of light downward and auto-dimming of the lights avoids light pollution.



As the California Supreme Court has established, a *potentially* significant environmental effect does not by itself constitute an unusual circumstance for purposes of the exception. To establish an exception to a categorical exemption, a challenger must prove *both* unusual circumstances *and* a significant environmental effect that is due to those circumstances. In determining whether the environmental effects of a proposed project are unusual or typical, Lead Agencies have discretion to consider conditions in the vicinity of the proposed project, and the presence of comparable facilities in the immediate area adequately supports an implied finding that there are no unusual circumstances precluding a categorical exemption. In the context of the City's urban environment and in particular the immediately surrounding uses, including high-rise hotels, the San Diego Convention Center, and Petco Park, which itself contains multiple large format screens. Petco Park's large format screens face both inside and outside the park. There is nothing about the Project that sets it apart from other small commercial structures to be built in an urbanized area, without the use of hazardous substances, and without any showing of environmental sensitivity.





The public comment does not assert any other exceptions, nor do they apply; the cumulative impact exception may only be used when there is substantial evidence that the project would actually contribute to a cumulative impact, and speculation that future projects may be built is not substantial evidence. Pursuant to Public Resources Code section § 21084(b), moreover, a project's greenhouse gas (GHG) emissions may not, in and of themselves, be deemed to cause a categorical exemption from CEQA to be inapplicable, if the project complies with all applicable regulations or requirements adopted to implement statewide, regional, or local plans consistent with the CEQA Guideline governing consideration of GHG impacts. (14 Cal. Code Reg. § 15183.5.) Here, the Project furthers the goals of the 2021 Regional Transportation Plan adopted pursuant to Senate Bill 375, which mandates regional transportation plans be tied to reduction in GHG emissions by improving access to safe and affordable transportation, the productivity and reliability of MTS's transit services, and mobility and connectivity throughout the San Diego region.

Finally, there is no evidence the Project site contains designated, precisely mapped environmental resource of hazardous or critical concern; a state scenic highway; is included in a list compiled pursuant to Government Code Section 65962.5 (relating to hazardous materials); or will have a substantial adverse change in significance of a historical resource. As the public comments do not identify any such exceptions to the categorical exemptions cited in support of the Project, they fail to meet the burden to produce evidence showing that one of the exceptions applies to take the Project out of the exempt categories.

As the Project falls clearly within the statutory exemptions adopted by the state Legislature and set forth in Public Resources Code sections 21080.25(b)(2) and 21080(b), which are not subject to exceptions, the Project is exempt from CEQA notwithstanding the speculative allegations in the public comments. BIG



Outdoor appreciates your Board's support and looks forward to continuing its ongoing relationship with MTS in the construction and operation of the Project and its future contributions to improving customer service, wayfinding and transit operations, accessibility and connectivity in the San Diego region.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Tagliaferri", with a stylized flourish at the end.

Bill Tagliaferri
Executive Vice President, Real Estate
BIG Outdoor



**Metropolitan
Transit
System**

Agenda Item No. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 2022

SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR OCTOBER 2022 (LARRY MARINESI)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for October 2022 compared to the Fiscal Year (FY) 2023 budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for October 2022. Attachment A-2 details the October 2022 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides October 2022 results for MTS's other activities (For Hire Vehicle Administration (FHV)/San Diego and Arizona Eastern Railway Company (SD&AE)).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending October 2022, MTS's net-operating income favorable variance totaled \$96,000 (0.1%). Operations produced a \$98,000 (0.1%) favorable variance and the administrative/other activities areas were unfavorable by \$2,000 (-0.1%)

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through October 2022 were \$28,519,000 compared to the year-to-date budget of \$29,237,000, representing a \$718,000 (-2.5%) unfavorable variance. Year-to-date passenger revenue was unfavorable by \$26,000 (-0.1%) through October. Passenger revenue is up by \$7,766,000 (52.4%) versus the prior year, mostly because September of last year was a free ride month.



Other operating revenue was unfavorable by \$691,000 (-10.4%), primarily due to unfavorable energy credit revenue. State energy credit prices have continued their recent decline and are currently trading around \$70 per credit, versus the budgeted credit price of \$140.

Operating Expenses. Year-to-date combined expenses through October 2022 were \$121,126,000 compared to the budget of \$121,939,000, resulting in an \$813,000 (0.7%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$54,159,000, compared to a budgetary figure of \$52,756,000, producing an unfavorable variance of \$1,403,000 (-2.7%). This is primarily due to unfavorable worker's compensation costs within bus and rail operations as well as unfavorable bus operator wages due to recent wage increases to address the driver shortage.

Outside Services and Purchased Transportation. Total outside services through four months of the fiscal year totaled \$39,608,000, compared to a budget of \$43,608,000, resulting in a favorable variance of \$4,000,000 (9.2%). This is primarily due to favorable purchased transportation costs within fixed route and paratransit operations. Purchased transportation costs are favorable on the fixed route side as a result of service levels being lower than budgeted levels as a result of the driver shortage. Demand for service within paratransit operations has been lower than anticipated as well, resulting in lower expenses. Outside Services costs within Administration are also significantly favorable, primarily due to favorable Pronto software operating and maintenance costs. MTS has not provided final acceptance of the software, which has delayed incurrence of operating and maintenance costs.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$5,333,000, compared to a budgetary figure of \$5,047,000, resulting in an unfavorable variance of \$286,000 (-5.7%). This is primarily due to unfavorable revenue vehicle parts within Rail operations. The unfavorable experience within Rail operations is being partially offset by favorable revenue vehicle parts expenses within Bus operations.

Energy. Total year-to-date energy costs were \$16,977,000, compared to the budget of \$15,389,000, resulting in an unfavorable variance of \$1,588,000 (-10.3%). This is primarily due to unfavorable commodity rates for compressed natural gas (CNG) as well as unfavorable. Electricity expenses are also unfavorable due to high rates.

Risk Management. Total year-to-date expenses for risk management were \$2,447,000 compared to the budget of \$2,564,000, resulting in a favorable variance totaling \$117,000 (4.6%). This is primarily due to favorable legal expenses.

General and Administrative. The year-to-date general and administrative costs were \$2,065,000 through October 2022, compared to a budget of \$2,045,000, resulting in an unfavorable variance of \$20,000 (-1.0%).

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$538,000 compared to the budget of \$531,000, resulting in a \$7,000 (-1.4%) unfavorable variance.

YEAR-TO-DATE SUMMARY

The October 2022, year-to-date net-operating income totaled a favorable variance of \$96,000 (0.1%). These factors include favorable variances in outside services and risk management costs; partially offset by unfavorable variances in passenger revenue, other revenue, personnel, materials and supplies, energy, general and administrative, and vehicle/facility leases.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

OCTOBER 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 22,577	\$ 22,603	\$ (26)	-0.1%
Other Revenue	5,942	6,634	(691)	-10.4%
Total Operating Revenue	\$ 28,519	\$ 29,237	\$ (718)	-2.5%
Personnel costs	\$ 54,159	\$ 52,756	\$ (1,403)	-2.7%
Outside services	39,608	43,608	4,000	9.2%
Materials and supplies	5,333	5,047	(286)	-5.7%
Energy	16,977	15,389	(1,588)	-10.3%
Risk management	2,447	2,564	117	4.6%
General & administrative	2,065	2,045	(20)	-1.0%
Vehicle/facility leases	538	531	(7)	-1.4%
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 121,126	\$ 121,939	\$ 813	0.7%
Operating Income (Loss)	\$ (92,607)	\$ (92,703)	\$ 96	0.1%
Total Non-Operating Activities	665	323	342	105.8%
Income (Loss) before Capital Contributions	\$ (91,942)	\$ (92,379)	\$ 438	-0.5%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 22,577	\$ 22,603	\$ (26)	-0.1%
Other Revenue	177	226	(49)	-21.7%
Total Operating Revenue	\$ 22,754	\$ 22,829	\$ (75)	-0.3%
Personnel costs	\$ 45,326	\$ 44,106	\$ (1,220)	-2.8%
Outside services	32,559	35,716	3,157	8.8%
Materials and supplies	5,319	5,037	(282)	-5.6%
Energy	16,563	15,034	(1,529)	-10.2%
Risk management	2,070	2,133	62	2.9%
General & administrative	321	341	19	5.7%
Vehicle/facility leases	475	441	(34)	-7.7%
Administrative Allocation	11,219	11,219	-	0.0%
Total Operating Expenses	\$ 113,853	\$ 114,026	\$ 173	0.2%
Operating Income (Loss)	\$ (91,099)	\$ (91,197)	\$ 98	0.1%
Total Non-Operating Activities	47	273	(226)	-82.9%
Income (Loss) before Capital Contributions	\$ (91,053)	\$ (90,924)	\$ (128)	0.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 6,101	\$ 7,116	\$ (1,015)	-14.3%
Other Revenue	-	48	(48)	-
Total Operating Revenue	\$ 6,101	\$ 7,164	\$ (1,063)	-14.8%
Personnel costs	\$ 28,007	\$ 27,348	\$ (659)	-2.4%
Outside services	587	663	76	11.5%
Materials and supplies	2,154	2,425	272	11.2%
Energy	3,335	2,724	(611)	-22.4%
Risk management	929	985	56	5.7%
General & administrative	129	149	19	13.1%
Vehicle/facility leases	155	131	(24)	-18.1%
Administrative Allocation	2,600	2,600	-	0.0%
Total Operating Expenses	\$ 37,895	\$ 37,024	\$ (871)	-2.4%
Operating Income (Loss)	\$ (31,794)	\$ (29,860)	\$ (1,934)	-6.5%
Total Non-Operating Activities	(58)	168	(226)	-134.4%
Income (Loss) before Capital Contributions	\$ (31,852)	\$ (29,692)	\$ (2,160)	7.3%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 8,907	\$ 7,418	\$ 1,489	20.1%
Other Revenue	177	178	(1)	-0.7%
Total Operating Revenue	\$ 9,084	\$ 7,596	\$ 1,488	19.6%
Personnel costs	\$ 17,023	\$ 16,483	\$ (540)	-3.3%
Outside services	2,024	2,201	176	8.0%
Materials and supplies	3,153	2,565	(589)	-22.9%
Energy	9,569	9,000	(568)	-6.3%
Risk management	1,126	1,132	6	0.6%
General & administrative	178	185	7	4.0%
Vehicle/facility leases	198	177	(21)	-11.7%
Administrative Allocation	7,658	7,658	-	0.0%
Total Operating Expenses	\$ 40,929	\$ 39,402	\$ (1,527)	-3.9%
Operating Income (Loss)	\$ (31,845)	\$ (31,806)	\$ (40)	-0.1%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (31,845)	\$ (31,806)	\$ (40)	0.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 7,207	\$ 7,772	\$ (565)	-7.3%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 7,207	\$ 7,772	\$ (565)	-7.3%
Personnel costs	\$ 237	\$ 221	\$ (16)	-7.2%
Outside services	25,874	28,124	2,250	8.0%
Materials and supplies	12	47	35	74.2%
Energy	3,353	2,982	(371)	-12.5%
Risk management	-	-	-	-
General & administrative	4	3	(1)	-48.9%
Vehicle/facility leases	8	18	10	56.2%
Administrative Allocation	818	818	-	0.0%
Total Operating Expenses	\$ 30,306	\$ 32,212	\$ 1,907	5.9%
Operating Income (Loss)	\$ (23,099)	\$ (24,441)	\$ 1,342	5.5%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (23,099)	\$ (24,441)	\$ 1,342	-5.5%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 362	\$ 298	\$ 64	21.5%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 362	\$ 298	\$ 64	21.5%
Personnel costs	\$ 59	\$ 54	\$ (5)	-9.0%
Outside services	3,970	4,624	654	14.1%
Materials and supplies	-	-	-	-
Energy	306	328	22	6.6%
Risk management	15	15	0	0.3%
General & administrative	10	4	(6)	-161.0%
Vehicle/facility leases	114	114	0	0.1%
Administrative Allocation	144	144	-	0.0%
Total Operating Expenses	\$ 4,618	\$ 5,283	\$ 665	12.6%
Operating Income (Loss)	\$ (4,257)	\$ (4,986)	\$ 729	14.6%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (4,257)	\$ (4,986)	\$ 729	-14.6%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CORONADO FERRY
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	104	104	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 104	\$ 104	\$ -	0.0%
Operating Income (Loss)	\$ (104)	\$ (104)	\$ -	0.0%
Total Non-Operating Activities	104	104	-	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
ADMINISTRATION
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2023
OCTOBER 31, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	5,555	6,302	(748)	-11.9%
Total Operating Revenue	\$ 5,555	\$ 6,302	\$ (748)	-11.9%
Personnel costs	\$ 8,686	\$ 8,494	\$ (192)	-2.3%
Outside services	7,041	7,871	830	10.5%
Materials and supplies	14	10	(3)	-32.4%
Energy	411	352	(59)	-16.6%
Risk management	356	393	37	9.4%
General & administrative	1,731	1,683	(48)	-2.9%
Vehicle/facility leases	59	82	23	28.2%
Administrative Allocation	(11,228)	(11,228)	-	0.0%
Total Operating Expenses	\$ 7,069	\$ 7,657	\$ 588	7.7%
Operating Income (Loss)	\$ (1,514)	\$ (1,355)	\$ (159)	-11.8%
Total Non-Operating Activities	852	51	802	1587.6%
Income (Loss) before Capital Contributions	\$ (662)	\$ (1,304)	\$ 642	-49.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OTHER ACTIVITIES

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

OCTOBER 31, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	211	105	106	100.2%
Total Operating Revenue	\$ 211	\$ 105	\$ 106	100.2%
Personnel costs	\$ 147	\$ 155	\$ 9	5.5%
Outside services	8	21	13	60.4%
Materials and supplies	0	0	0	81.2%
Energy	3	3	(0)	-7.6%
Risk management	20	38	18	47.6%
General & administrative	13	22	9	40.3%
Vehicle/facility leases	5	9	4	43.3%
Administrative Allocation	9	9	-	0.0%
Total Operating Expenses	\$ 205	\$ 257	\$ 52	20.3%
Operating Income (Loss)	\$ 6	\$ (151)	\$ 158	104.2%
Total Non-Operating Activities	(234)	-	(234)	-
Income (Loss) before Capital Contributions	\$ (227)	\$ (151)	\$ (76)	50.4%

Metropolitan Transit System FY23 Operating Budget – October 2022 Financial Review

MTS Board of Directors
December 8, 2022

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – OCTOBER 31, 2022 - FY 2023

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 22,577	\$ 22,603	\$ (26)	-0.1%
Other Operating Revenue	\$ 5,942	\$ 6,634	\$ (691)	-10.4%
Operating Revenue	\$ 28,519	\$ 29,237	\$ (718)	-2.5%

- Fare Revenue
 - Revenue favorable to prior year by \$7.8M (52.4%)
 - Passenger revenue at 73.1% of pre-COVID baseline in October
- Other Operating Revenue
 - Unfavorable state energy credit revenue due to low LCFS credit price

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – OCTOBER 31, 2022 - FY 2023

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 54,159	\$ 52,756	\$ (1,403)	-2.7%
Purchased Transportation	\$ 28,506	\$ 31,283	\$ 2,777	8.9%
Other Outside Services	\$ 11,102	\$ 12,325	\$ 1,223	9.9%
Energy	\$ 16,977	\$ 15,389	\$ (1,588)	-10.3%
Other Expenses	\$ 10,382	\$ 10,187	\$ (195)	-1.9%
Operating Expenses	\$ 121,126	\$121,939	\$ 813	0.7%

- Personnel – unfavorable worker's compensation costs within Bus and Rail operations and unfavorable bus operator wages due to CBA increase
- Purchased Transportation – favorable for both fixed route and paratransit
- Other Outside Services – favorable Pronto O&M costs, Engines/Transmissions, trolley repair/maintenance costs
- Energy – unfavorable commodity rates for CNG, electricity rates unfavorable as well

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – OCTOBER 31, 2022 - FY 2023

TOTAL OPERATING ACTIVITIES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
MTS Operating Revenue	\$ 28,519	\$ 29,237	\$ (718)	-2.5%
MTS Operating Expenses	\$ 121,126	\$ 121,939	\$ 813	0.7%
Total Net Operating Variance	\$ (92,607)	\$ (92,703)	\$ 96	0.1%

- Net income favorable \$96K through October
 - Favorable purchased transportation costs expected to continue until midyear adjustment
 - Unfavorable energy costs and energy credit revenue expected to continue
- FY23 budget includes \$37.3M in stimulus funds to cover structural deficit
 - \$160.1M of total \$360.0M in CARES/ARP stimulus funds has been spent since apportionment
 - \$199.9M in stimulus funds remaining for addressing structural deficits in operating budget
 - Favorable budget results will mean the stimulus funds can last longer



Agenda Item No. 46

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 8, 2022

SUBJECT:

FERRY SERVICE UPDATE (SHARON COONEY)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

A private carrier currently operates a limited ferry service across San Diego Bay from downtown San Diego to Coronado. The ferry operator is under contract with the City of Coronado to operate free service during the morning and evening commutes, and MTS reimburses the City with Transportation Development Act funds. Staff will provide a report on ongoing discussions with the City related to the ferry service operations and administration.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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





Agenda Item No. 61

Chief Executive Officer's Report

December 8, 2022

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period November 2, 2022 – November 29, 2022.

CEO Travel Report (since last Board meeting)

November 15 – 17 California Transit Association (CTA) Annual Conference, Ontario, CA

Board Member Travel Report (since last Board meeting)

N/A



Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002117	11/2/2022	Office Depot		I110-INFORMATION TECH	\$ 766.11	-	-
4400002118	11/2/2022	Office Depot		I110-INFORMATION TECH	\$ 390.20	-	-
4400002119	11/2/2022	Office Depot		I110-INFORMATION TECH	\$ 57.69	-	-
4400002120	11/3/2022	Mcmaster-Carr Supply Co		M140-WAYSIDE SIGNALS	\$ 932.50	-	-
4400002121	11/3/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 505.94	-	-
4400002122	11/3/2022	Office Depot		I110-INFORMATION TECH	\$ 251.65	-	-
4400002123	11/3/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 158.28	-	-
4400002124	11/3/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 188.09	-	-
4400002125	11/3/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 68.98	-	-
4400002126	11/3/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 500.43	-	-
4400002127	11/3/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 60.53	-	-
4400002128	11/3/2022	W.W. Grainger Inc		M190-SDSU ELECTRICAL	\$ 66.59	-	-
4400002129	11/7/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 132.94	-	-
4400002130	11/9/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 57.88	-	-
4400002131	11/10/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 56.97	-	-
4400002132	11/10/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 57.96	-	-
4400002133	11/10/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 87.90	-	-
4400002134	11/14/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 69.30	-	-
4400002135	11/14/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 26.40	-	-
4400002136	11/15/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 156.78	-	-
4400002137	11/15/2022	W.W. Grainger Inc		M110-SUB STATION	\$ 135.77	-	-
4400002138	11/16/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 191.04	-	-
4400002139	11/16/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 179.40	-	-
4400002140	11/16/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 880.40	-	-
4400002141	11/17/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 145.46	-	-
4400002142	11/18/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 74.82	-	-
4400002143	11/18/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 84.28	-	-
4400002144	11/21/2022	Office Depot		I110-INFORMATION TECH	\$ 85.28	-	-
4400002145	11/21/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 58.82	-	-
4400002146	11/22/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 309.31	-	-
4400002147	11/28/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 616.15	-	-
4400002148	11/28/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 436.07	-	-
4400002149	11/28/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 531.09	-	-
4400002150	11/29/2022	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 903.92	-	-
4400002151	11/29/2022	W.W. Grainger Inc		G120-SECURITY	\$ 52.92	-	-
4400002152	11/29/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 178.86	-	-
4400002153	11/29/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 82.92	-	-
4500050548	11/2/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,561.77	-	-
4500050549	11/2/2022	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 868.68	-	-
4500050550	11/2/2022	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$ 20,002.71	-	-
4500050551	11/2/2022	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$ 1,349.03	-	-
4500050552	11/2/2022	Siemens Industry Inc		R120-RAIL/LRV CAR BODY	\$ 19,378.84	-	-
4500050553	11/2/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 13.81	-	-
4500050554	11/2/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,228.57	-	-
4500050555	11/2/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 391.85	-	-
4500050556	11/2/2022	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$ 25.28	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050557	11/2/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 63.86	-	-
4500050558	11/2/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,380.30	-	-
4500050559	11/2/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 378.33	-	-
4500050560	11/2/2022	APD Incorporated		B130-BUS BODY	\$ 5,426.42	-	-
4500050561	11/2/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,274.54	-	-
4500050562	11/2/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 215.88	-	-
4500050563	11/2/2022	Lawson Products, Inc.		R220-RAIL/LRV TRUCKS	\$ 610.95	-	-
4500050564	11/2/2022	IPD Packaging Inc.		G140-SHOP SUPPLIES	\$ 500.05	-	-
4500050565	11/2/2022	Citywide Auto Glass Inc		G130-SHOP TOOLS	\$ 40.41	-	-
4500050566	11/2/2022	Home Depot USA Inc		G170-LUBRICANTS	\$ 320.67	-	-
4500050567	11/2/2022	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$ 99.69	-	-
4500050568	11/2/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,686.49	-	-
4500050569	11/2/2022	Corodata Shredding, Inc.		G200-OFFICE SUPPLIES	\$ 262.50	-	-
4500050570	11/2/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,142.56	-	-
4500050571	11/2/2022	Gillig LLC		B130-BUS BODY	\$ 3,028.89	-	-
4500050572	11/2/2022	R.S. Hughes Co Inc		B130-BUS BODY	\$ 162.51	-	-
4500050573	11/2/2022	Harbor Diesel & Equipment		G170-LUBRICANTS	\$ 8,644.03	-	-
4500050574	11/2/2022	Jeyco Products Inc		G150-FASTENERS	\$ 152.21	-	-
4500050575	11/2/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 1,051.37	-	-
4500050576	11/2/2022	Alpine Fence Inc.		F180-BUILDING MATERIALS	\$ 2,969.28	-	-
4500050577	11/2/2022	HD Supply Construction Supply, LTD		G140-SHOP SUPPLIES	\$ 253.39	-	-
4500050578	11/2/2022	Casco Equipment Corp	Small Business	P280-GENERAL SVC AGRMNTS	\$ 577.50	-	-
4500050579	11/2/2022	Casco Equipment Corp	Small Business	P280-GENERAL SVC AGRMNTS	\$ 742.50	-	-
4500050580	11/2/2022	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	\$ 339.42	-	-
4500050581	11/2/2022	Willy's Electronic Supply Co	Small Business	G270-ELECTRICAL/LIGHTING	\$ 768.80	-	-
4500050582	11/3/2022	Grah Safe & Lock Inc	Small Business	G120-SECURITY	\$ 843.00	-	-
4500050583	11/3/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 521.62	-	-
4500050584	11/3/2022	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 9.09	-	-
4500050585	11/3/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 4,559.05	-	-
4500050586	11/3/2022	Davey Auto Body Inc		G120-SECURITY	\$ 2,330.21	-	-
4500050587	11/3/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,309.45	-	-
4500050588	11/3/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 876.36	-	-
4500050589	11/3/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,206.55	-	-
4500050590	11/3/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 431.09	-	-
4500050591	11/3/2022	Trolley Support LLC		B250-BUS REPAIR PARTS	\$ 4,509.34	-	-
4500050592	11/3/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 3,157.46	-	-
4500050593	11/3/2022	Gillig LLC		B130-BUS BODY	\$ 2,186.98	-	-
4500050594	11/3/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 46.54	-	-
4500050595	11/3/2022	TK Services Inc		B110-BUS HVAC SYSTEMS	\$ 97.73	-	-
4500050596	11/3/2022	Muncie Transit Supply		B130-BUS BODY	\$ 80.65	-	-
4500050597	11/3/2022	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 178.87	-	-
4500050598	11/3/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 13.36	-	-
4500050599	11/3/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 272.84	-	-
4500050600	11/3/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 172.92	-	-
4500050601	11/3/2022	Applied Industrial Technologies-CA		G140-SHOP SUPPLIES	\$ 518.75	-	-
4500050602	11/3/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 720.20	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050603	11/3/2022	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$ 312.56	-	-
4500050604	11/3/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 251.30	-	-
4500050605	11/3/2022	Winzer Franchise Company		G150-FASTENERS	\$ 99.56	-	-
4500050606	11/4/2022	Muncie Transit Supply		B130-BUS BODY	\$ 4.52	-	-
4500050607	11/4/2022	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 12,075.54	-	-
4500050608	11/4/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,470.47	-	-
4500050609	11/4/2022	Transit Holdings Inc		B130-BUS BODY	\$ 982.62	-	-
4500050610	11/4/2022	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 2,398.52	-	-
4500050611	11/4/2022	Muncie Transit Supply		B130-BUS BODY	\$ 4.52	-	-
4500050612	11/4/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,403.69	-	-
4500050613	11/4/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,921.20	-	-
4500050614	11/4/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 8,081.25	-	-
4500050615	11/4/2022	Gillig LLC		B130-BUS BODY	\$ 706.19	-	-
4500050616	11/4/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,198.29	-	-
4500050617	11/4/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,251.25	-	-
4500050618	11/4/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 123.92	-	-
4500050619	11/4/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 190.39	-	-
4500050620	11/4/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,166.31	-	-
4500050621	11/4/2022	The Webstaurant Store, Inc.		G200-OFFICE SUPPLIES	\$ 751.92	-	-
4500050624	11/5/2022	3rd Generation Embroidery, Inc.		G240-UNIFORM PROCUREMENT	\$ 246.62	-	-
4500050625	11/5/2022	Abacor, Inc.	Small Business	G130-SHOP TOOLS	\$ 81.90	-	-
4500050626	11/5/2022	Winchester Industries Inc		G130-SHOP TOOLS	\$ 102.37	-	-
4500050627	11/5/2022	Winzer Franchise Company		G150-FASTENERS	\$ 522.91	-	-
4500050628	11/5/2022	Winzer Franchise Company		G150-FASTENERS	\$ 1,300.94	-	-
4500050629	11/5/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,328.24	-	-
4500050630	11/5/2022	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 621.82	-	-
4500050631	11/6/2022	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 7,151.14	-	-
4500050632	11/6/2022	Sloan Electromechanical		R170-RAIL/LRV HVAC	\$ 14,948.58	-	-
4500050633	11/7/2022	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 229.74	-	-
4500050634	11/7/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 987.73	-	-
4500050635	11/7/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,778.52	-	-
4500050636	11/7/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 13.20	-	-
4500050637	11/7/2022	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 5,495.26	-	-
4500050638	11/7/2022	Ferguson Enterprises		F110-SHOP/BLDG MACHINERY	\$ 73.89	-	-
4500050639	11/7/2022	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	\$ 359.17	-	-
4500050640	11/7/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 10,977.57	-	-
4500050641	11/7/2022	APD Incorporated		B130-BUS BODY	\$ 581.85	-	-
4500050642	11/7/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 188.85	-	-
4500050643	11/7/2022	TK Services Inc		G170-LUBRICANTS	\$ 305.15	-	-
4500050644	11/7/2022	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 323.25	-	-
4500050645	11/7/2022	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500050646	11/7/2022	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 2,104.73	-	-
4500050647	11/7/2022	Sportworks Global LLC		B130-BUS BODY	\$ 100.33	-	-
4500050648	11/7/2022	Kaman Industrial Technologies		G130-SHOP TOOLS	\$ 875.78	-	-
4500050649	11/7/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 276.83	-	-
4500050650	11/7/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 358.83	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050651	11/7/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 166.16	-	-
4500050652	11/7/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,267.45	-	-
4500050653	11/7/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 15,066.25	-	-
4500050654	11/7/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 911.03	-	-
4500050655	11/7/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 922.15	-	-
4500050656	11/7/2022	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 6,626.63	-	-
4500050657	11/7/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 158.65	-	-
4500050658	11/7/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,644.90	-	-
4500050659	11/7/2022	Airgas Inc		G140-SHOP SUPPLIES	\$ 43.62	-	-
4500050660	11/7/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 396.57	-	-
4500050661	11/7/2022	Muncie Transit Supply		B140-BUS CHASSIS	\$ 47.20	-	-
4500050662	11/7/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 1,553.22	-	-
4500050663	11/7/2022	Waxie's Enterprises Inc.		G130-SHOP TOOLS	\$ 27.50	-	-
4500050664	11/7/2022	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 99.49	-	-
4500050665	11/7/2022	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$ 75.78	-	-
4500050666	11/7/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 30.76	-	-
4500050667	11/7/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 5,715.86	-	-
4500050668	11/7/2022	Cynthia Corbin		P440-CATERING SERVICES	\$ 264.29	-	-
4500050669	11/7/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,712.60	-	-
4500050670	11/7/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,130.31	-	-
4500050671	11/7/2022	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$ 125.02	-	-
4500050672	11/7/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,000.00	-	-
4500050673	11/7/2022	Dellner Inc		R130-RAIL/LRV COUPLER	\$ 2,500.00	-	-
4500050674	11/7/2022	Parts Authority, LLC		B120-BUS MECHANICAL PARTS	\$ 1,067.48	-	-
4500050675	11/7/2022	Inland Kenworth (US) Inc		B120-BUS MECHANICAL PARTS	\$ 7,240.13	-	-
4500050676	11/7/2022	OneSource Distributors, LLC		G190-SAFETY/MED SUPPLIES	\$ 121.09	-	-
4500050677	11/7/2022	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 1,933.04	-	-
4500050678	11/7/2022	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 3,006.23	-	-
4500050679	11/7/2022	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$ 142.04	-	-
4500050680	11/7/2022	Uline		G130-SHOP TOOLS	\$ 247.83	-	-
4500050681	11/7/2022	Mcmaster-Carr Supply Co		M110-SUB STATION	\$ 668.43	-	-
4500050682	11/8/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,978.97	-	-
4500050683	11/8/2022	Taymark		G200-OFFICE SUPPLIES	\$ 685.61	-	-
4500050684	11/8/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 26.90	-	-
4500050685	11/8/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,103.58	-	-
4500050686	11/8/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 725.38	-	-
4500050687	11/8/2022	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 1,612.36	-	-
4500050688	11/8/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 370.66	-	-
4500050689	11/8/2022	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$ 364.66	-	-
4500050690	11/8/2022	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 147.40	-	-
4500050691	11/8/2022	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 160.01	-	-
4500050692	11/8/2022	Fastenal Company		G150-FASTENERS	\$ 29.10	-	-
4500050693	11/8/2022	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$ 166.15	-	-
4500050694	11/8/2022	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 1,410.23	-	-
4500050695	11/8/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 40.98	-	-
4500050696	11/8/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,627.51	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050697	11/8/2022	American Power Systems, LLC		M110-SUB STATION	\$ 9,332.18	-	-
4500050698	11/9/2022	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$ 2.22	-	-
4500050699	11/9/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,219.65	-	-
4500050700	11/9/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,461.35	-	-
4500050701	11/9/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,673.92	-	-
4500050703	11/9/2022	Criteria Corp		P470-NEW EE TESTING	\$ 25,815.00	-	-
4500050704	11/9/2022	Winzer Franchise Company		G150-FASTENERS	\$ 602.33	-	-
4500050705	11/9/2022	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 2,854.94	-	-
4500050706	11/9/2022	Custom Glass Solutions		R120-RAIL/LRV CAR BODY	\$ 11,368.19	-	-
4500050707	11/9/2022	Gillig LLC		B130-BUS BODY	\$ 426.82	-	-
4500050708	11/9/2022	The Spectrum Firm, Inc.		B150-BUS COMM EQUIP.	\$ 380.00	-	-
4500050709	11/9/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,916.52	-	-
4500050710	11/9/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 26.70	-	-
4500050711	11/9/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 147.55	-	-
4500050712	11/9/2022	Synco Chemical Corporation		G170-LUBRICANTS	\$ 441.48	-	-
4500050713	11/9/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 182.66	-	-
4500050714	11/9/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 32.18	-	-
4500050715	11/9/2022	W.W. Grainger Inc		M180-STATION ELECTRICAL	\$ 347.94	-	-
4500050716	11/9/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 79.39	-	-
4500050717	11/9/2022	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 371.19	-	-
4500050718	11/9/2022	Fehr Brothers Industries, Inc.		G140-SHOP SUPPLIES	\$ 69.65	-	-
4500050719	11/10/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 18.10	-	-
4500050720	11/10/2022	Muncie Transit Supply		B140-BUS CHASSIS	\$ 393.38	-	-
4500050721	11/10/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,861.93	-	-
4500050722	11/10/2022	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 13,850.83	-	-
4500050723	11/10/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,402.71	-	-
4500050724	11/10/2022	Transit Holdings Inc		B130-BUS BODY	\$ 2,506.55	-	-
4500050725	11/10/2022	Carlos Guzman Inc		C120-SPECIALTY CONTRACTOR	\$ 13,384.80	-	-
4500050726	11/10/2022	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 2,696.44	-	-
4500050727	11/10/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 309.64	-	-
4500050728	11/10/2022	TAKKT America Holding Inc		G210-OFFICE FURNITURE	\$ 464.60	-	-
4500050729	11/10/2022	Fastenal Company		G130-SHOP TOOLS	\$ 983.10	-	-
4500050730	11/10/2022	General Signals Inc		M130-CROSSING MECHANISM	\$ 3,319.84	-	-
4500050731	11/10/2022	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$ 2,359.73	-	-
4500050732	11/10/2022	West-Lite Supply Co Inc	Small Business	M140-WAYSIDE SIGNALS	\$ 853.38	-	-
4500050733	11/10/2022	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 714.49	-	-
4500050734	11/10/2022	Kojae LLC		P310-ADVERTISING SERVICES	\$ 1,697.07	-	-
4500050735	11/10/2022	Freeby Signs		B250-BUS REPAIR PARTS	\$ 3,704.99	-	-
4500050736	11/10/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,300.89	-	-
4500050737	11/10/2022	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 1,489.79	-	-
4500050738	11/10/2022	JKL Cleaning Systems	Small Business	G140-SHOP SUPPLIES	\$ 350.16	-	-
4500050739	11/13/2022	Dellner Inc		R130-RAIL/LRV COUPLER	\$ 49,430.32	-	-
4500050740	11/13/2022	Siemens Industry Inc		R140-RAIL/LRV DOORS/RAMP	\$ 2,114.06	-	-
4500050741	11/13/2022	Knorr Brake Holding Corporation		R120-RAIL/LRV CAR BODY	\$ 14,777.92	-	-
4500050742	11/13/2022	Maintex Inc		G170-LUBRICANTS	\$ 1,167.32	-	-
4500050743	11/13/2022	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	\$ 864.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050744	11/13/2022	HD Supply Construction Supply, LTD		G140-SHOP SUPPLIES	\$ 601.86	-	-
4500050745	11/13/2022	Valery Melnikov		P280-GENERAL SVC AGRMNTS	\$ 3,495.00	-	-
4500050746	11/13/2022	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$ 165.86	-	-
4500050747	11/13/2022	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 665.29	-	-
4500050748	11/13/2022	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 1,265.03	-	-
4500050749	11/13/2022	Abacor, Inc.	Small Business	C120-SPECIALTY CONTRACTOR	\$ 3,439.50	-	-
4500050750	11/13/2022	Kenneth Place		P130-EQUIP MAINT REPR SVC	\$ 88.49	-	-
4500050751	11/13/2022	Cal Pacific Truck Center LLC		P210-NON-REV VEH REPAIRS	\$ 2,873.89	-	-
4500050752	11/13/2022	Reid and Clark Screen Arts Co		P210-NON-REV VEH REPAIRS	\$ 70.86	-	-
4500050753	11/13/2022	Myers & Sons Hi-Way Safety Inc		T110-TRACK, RAIL	\$ 2,941.83	-	-
4500050754	11/13/2022	Abacor, Inc.	Small Business	C120-SPECIALTY CONTRACTOR	\$ 2,208.88	-	-
4500050755	11/13/2022	Mouser Electronics Inc		R170-RAIL/LRV HVAC	\$ 644.20	-	-
4500050756	11/13/2022	W.W. Grainger Inc		A140-AUTO/TRUCK REPAIR	\$ 496.38	-	-
4500050757	11/13/2022	Professional Contractors Supplies		G190-SAFETY/MED SUPPLIES	\$ 353.89	-	-
4500050758	11/13/2022	Willy's Electronic Supply Co	Small Business	G140-SHOP SUPPLIES	\$ 12.29	-	-
4500050759	11/13/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 3,356.42	-	-
4500050760	11/13/2022	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 2,726.13	-	-
4500050761	11/13/2022	Home Depot USA Inc		R120-RAIL/LRV CAR BODY	\$ 13.36	-	-
4500050762	11/13/2022	Mcmaster-Carr Supply Co		R220-RAIL/LRV TRUCKS	\$ 112.51	-	-
4500050763	11/13/2022	SMC Electrical Products Inc		M110-SUB STATION	\$ 5,072.87	-	-
4500050764	11/13/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,215.83	-	-
4500050765	11/13/2022	Gillig LLC		B130-BUS BODY	\$ 587.16	-	-
4500050766	11/13/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 31.19	-	-
4500050767	11/13/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 83.35	-	-
4500050768	11/13/2022	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	\$ 2,427.91	-	-
4500050769	11/13/2022	Superior Cleaning Equipment, Inc.		P280-GENERAL SVC AGRMNTS	\$ 339.42	-	-
4500050770	11/14/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 946.69	-	-
4500050771	11/14/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 6.72	-	-
4500050772	11/14/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 10,598.89	-	-
4500050773	11/14/2022	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 873.63	-	-
4500050774	11/14/2022	Annex Warehouse Company, Inc		R240-RAIL/LRV REPR PARTS	\$ 868.48	-	-
4500050775	11/14/2022	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 2,912.09	-	-
4500050776	11/14/2022	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 2,740.52	-	-
4500050777	11/14/2022	Fastenal Company		R220-RAIL/LRV TRUCKS	\$ 972.33	-	-
4500050778	11/14/2022	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$ 607.71	-	-
4500050779	11/14/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,712.60	-	-
4500050780	11/14/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 34.00	-	-
4500050781	11/14/2022	Gillig LLC		B160-BUS ELECTRICAL	\$ 1,090.94	-	-
4500050782	11/14/2022	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 721.04	-	-
4500050783	11/14/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 159.19	-	-
4500050784	11/14/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,864.21	-	-
4500050785	11/14/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 368.51	-	-
4500050786	11/14/2022	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$ 1,045.67	-	-
4500050787	11/14/2022	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 246.32	-	-
4500050788	11/14/2022	Reid and Clark Screen Arts Co		G110-BUS/TROLLEY SIGNAGE	\$ 283.43	-	-
4500050789	11/14/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,267.45	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050790	11/14/2022	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$ 676.85	-	-
4500050791	11/14/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 15,098.09	-	-
4500050792	11/14/2022	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 966.84	-	-
4500050793	11/14/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,177.80	-	-
4500050794	11/14/2022	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 635.22	-	-
4500050795	11/14/2022	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	\$ 868.12	-	-
4500050796	11/14/2022	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 387.87	-	-
4500050797	11/14/2022	Synco Chemical Corporation		G170-LUBRICANTS	\$ 1,482.43	-	-
4500050798	11/14/2022	Golden State Supply LLC		G140-SHOP SUPPLIES	\$ 32.27	-	-
4500050799	11/14/2022	Applied Industrial Technologies-CA		G170-LUBRICANTS	\$ 981.13	-	-
4500050800	11/14/2022	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$ 5,010.38	-	-
4500050801	11/14/2022	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$ 2,543.98	-	-
4500050802	11/14/2022	Waxie's Enterprises Inc.		G190-SAFETY/MED SUPPLIES	\$ 1,470.53	-	-
4500050803	11/14/2022	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 282.85	-	-
4500050804	11/14/2022	Winzer Franchise Company		G140-SHOP SUPPLIES	\$ 528.34	-	-
4500050805	11/14/2022	All The King's Flags		M200-YARD FACILITIES	\$ 464.31	-	-
4500050806	11/14/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 26.70	-	-
4500050807	11/14/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 9,096.26	-	-
4500050808	11/14/2022	Golden State Supply LLC		G270-ELECTRICAL/LIGHTING	\$ 66.76	-	-
4500050809	11/14/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 163.44	-	-
4500050810	11/15/2022	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$ 588.15	-	-
4500050811	11/15/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,044.34	-	-
4500050812	11/15/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,994.30	-	-
4500050813	11/15/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 427.08	-	-
4500050814	11/15/2022	Neopart Transit LLC		G190-SAFETY/MED SUPPLIES	\$ 94.28	-	-
4500050815	11/15/2022	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 297.39	-	-
4500050816	11/15/2022	Channel Public Safety LLC		P130-EQUIP MAINT REPR SVC	\$ 354.65	-	-
4500050817	11/15/2022	Allied Electronics Inc		G170-LUBRICANTS	\$ 1,335.67	-	-
4500050818	11/15/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 88.81	-	-
4500050819	11/15/2022	CDW LLC		I110-INFORMATION TECH	\$ 1,961.35	-	-
4500050820	11/15/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,471.48	-	-
4500050821	11/15/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 6,204.80	-	-
4500050822	11/15/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 82.04	-	-
4500050823	11/15/2022	Knorr Brake Holding Corporation		R160-RAIL/LRV ELECTRICAL	\$ 11,440.90	-	-
4500050824	11/15/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 6,121.13	-	-
4500050825	11/15/2022	D's Kustom Sales & Services, LLC		T110-TRACK, RAIL	\$ 3,124.38	-	-
4500050826	11/15/2022	Laird Plastics, Inc		R220-RAIL/LRV TRUCKS	\$ 431.00	-	-
4500050827	11/15/2022	Callfire, Inc.		P280-GENERAL SVC AGRMNTS	\$ 18,204.00	-	-
4500050828	11/15/2022	Robert C. Cross		G120-SECURITY	\$ 560.00	-	-
4500050829	11/15/2022	Willy's Electronic Supply Co	Small Business	M110-SUB STATION	\$ 138.79	-	-
4500050830	11/15/2022	Mcmaster-Carr Supply Co		R120-RAIL/LRV CAR BODY	\$ 12.48	-	-
4500050831	11/15/2022	Shaun Donelson		G120-SECURITY	\$ 630.00	-	-
4500050832	11/15/2022	Robert C. Cross		G120-SECURITY	\$ 630.00	-	-
4500050833	11/15/2022	Gillig LLC		B110-BUS HVAC SYSTEMS	\$ 637.83	-	-
4500050834	11/15/2022	AT&T Corp		C120-SPECIALTY CONTRACTOR	\$ 4,660.07	-	-
4500050835	11/15/2022	Transit Holdings Inc		B130-BUS BODY	\$ 7,981.96	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050836	11/15/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 29.53	-	-
4500050837	11/15/2022	Lemon Grove Car Wash, Inc		G120-SECURITY	\$ 2,800.00	-	-
4500050838	11/15/2022	Nancy K Bohl Inc		G120-SECURITY	\$ 1,495.00	-	-
4500050839	11/15/2022	Mcmaster-Carr Supply Co		B120-BUS MECHANICAL PARTS	\$ 87.65	-	-
4500050840	11/15/2022	Brady Industries of California, LLC		G140-SHOP SUPPLIES	\$ 607.92	-	-
4500050841	11/15/2022	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 2,148.27	-	-
4500050842	11/15/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 3,346.21	-	-
4500050843	11/15/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,125.18	-	-
4500050844	11/15/2022	Mohawk Mfg & Supply Co		B130-BUS BODY	\$ 222.98	-	-
4500050845	11/15/2022	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	\$ 2,421.36	-	-
4500050846	11/15/2022	Airgas Inc		G140-SHOP SUPPLIES	\$ 101.42	-	-
4500050847	11/15/2022	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$ 66.72	-	-
4500050848	11/15/2022	CDW LLC		I110-INFORMATION TECH	\$ 1,860.94	-	-
4500050849	11/16/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,153.02	-	-
4500050850	11/16/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 61.86	-	-
4500050851	11/16/2022	Dunn-Edwards Corporation		F110-SHOP/BLDG MACHINERY	\$ 118.15	-	-
4500050852	11/16/2022	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 112.93	-	-
4500050853	11/16/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 250.52	-	-
4500050855	11/16/2022	Davey Auto Body Inc		G120-SECURITY	\$ 3,496.73	-	-
4500050856	11/16/2022	Davey Auto Body Inc		G120-SECURITY	\$ 2,223.12	-	-
4500050857	11/16/2022	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 165.00	-	-
4500050858	11/16/2022	Abacor, Inc.	Small Business	P210-NON-REV VEH REPAIRS	\$ 2,316.64	-	-
4500050859	11/16/2022	San Diego Seal Inc	Small Business	R140-RAIL/LRV DOORS/RAMP	\$ 147.00	-	-
4500050860	11/16/2022	Cynthia Corbin		P440-CATERING SERVICES	\$ 441.00	-	-
4500050861	11/16/2022	Chingon Custom Metal Fabrication		R170-RAIL/LRV HVAC	\$ 526.94	-	-
4500050862	11/16/2022	Fastenal Company		G130-SHOP TOOLS	\$ 329.91	-	-
4500050863	11/16/2022	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 2,382.36	-	-
4500050864	11/16/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 283.03	-	-
4500050865	11/16/2022	JKL Cleaning Systems	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,125.35	-	-
4500050866	11/17/2022	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$ 106.54	-	-
4500050867	11/17/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 228.91	-	-
4500050868	11/17/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 547.71	-	-
4500050869	11/17/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 832.34	-	-
4500050870	11/17/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,344.51	-	-
4500050871	11/17/2022	Transit Holdings Inc		B130-BUS BODY	\$ 135.55	-	-
4500050872	11/17/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 236.40	-	-
4500050873	11/17/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 18.10	-	-
4500050874	11/17/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,539.92	-	-
4500050875	11/17/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 91.89	-	-
4500050876	11/17/2022	Gillig LLC		B130-BUS BODY	\$ 1,260.18	-	-
4500050877	11/17/2022	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	\$ 1,081.81	-	-
4500050878	11/17/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 259.52	-	-
4500050879	11/17/2022	Uline		G200-OFFICE SUPPLIES	\$ 549.60	-	-
4500050880	11/18/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 792.19	-	-
4500050881	11/18/2022	Certified Folder Display Service		P310-ADVERTISING SERVICES	\$ 1,400.00	-	-
4500050882	11/18/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,207.49	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050883	11/18/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 206.24	-	-
4500050884	11/18/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,623.45	-	-
4500050885	11/18/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 311.22	-	-
4500050886	11/18/2022	Richard M . Yumul		P310-ADVERTISING SERVICES	\$ 1,500.00	-	-
4500050887	11/18/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 82.97	-	-
4500050888	11/18/2022	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 44.70	-	-
4500050889	11/18/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 24.02	-	-
4500050890	11/18/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 30.71	-	-
4500050891	11/18/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 76.47	-	-
4500050892	11/18/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 124.86	-	-
4500050893	11/18/2022	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 25,110.06	-	-
4500050894	11/18/2022	Fastenal Company		G170-LUBRICANTS	\$ 502.26	-	-
4500050895	11/18/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 42.38	-	-
4500050896	11/19/2022	Data Hardware Depot LP		I110-INFORMATION TECH	\$ 149.34	-	-
4500050897	11/19/2022	CDW LLC		I110-INFORMATION TECH	\$ 270.00	-	-
4500050898	11/19/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 169.39	-	-
4500050899	11/19/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 836.85	-	-
4500050900	11/19/2022	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 79.67	-	-
4500050901	11/19/2022	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 232.89	-	-
4500050902	11/19/2022	Genuine Parts Co		B250-BUS REPAIR PARTS	\$ 271.41	-	-
4500050903	11/19/2022	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$ 152.45	-	-
4500050904	11/19/2022	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 20.69	-	-
4500050905	11/19/2022	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	\$ 178.44	-	-
4500050906	11/19/2022	Muncie Transit Supply		B130-BUS BODY	\$ 72.33	-	-
4500050907	11/19/2022	Freeby Signs		B250-BUS REPAIR PARTS	\$ 375.35	-	-
4500050908	11/19/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 66.85	-	-
4500050909	11/19/2022	Gillig LLC		B130-BUS BODY	\$ 197.37	-	-
4500050910	11/19/2022	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$ 209.38	-	-
4500050911	11/19/2022	San Diego Friction Products, Inc.		B250-BUS REPAIR PARTS	\$ 26.56	-	-
4500050912	11/19/2022	Golden State Supply LLC		F180-BUILDING MATERIALS	\$ 161.52	-	-
4500050913	11/19/2022	Jeyco Products Inc		G140-SHOP SUPPLIES	\$ 278.49	-	-
4500050914	11/19/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 820.77	-	-
4500050915	11/19/2022	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 33.23	-	-
4500050916	11/19/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 662.40	-	-
4500050917	11/19/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 118.89	-	-
4500050918	11/19/2022	Controlled Motion Solutions Inc		B120-BUS MECHANICAL PARTS	\$ 616.31	-	-
4500050919	11/20/2022	Controlled Motion Solutions Inc		G130-SHOP TOOLS	\$ 11,513.80	-	-
4500050920	11/20/2022	Reid and Clark Screen Arts Co		G110-BUS/TROLLEY SIGNAGE	\$ 70.88	-	-
4500050921	11/20/2022	Daniels Tire Service		A140-AUTO/TRUCK REPAIR	\$ 579.77	-	-
4500050922	11/20/2022	A to Z Enterprises, Inc.		P280-GENERAL SVC AGRMNTS	\$ 308.17	-	-
4500050923	11/20/2022	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 22.61	-	-
4500050924	11/20/2022	Reid and Clark Screen Arts Co		P210-NON-REV VEH REPAIRS	\$ 43.54	-	-
4500050925	11/20/2022	Oldcastle Precast Inc.		M180-STATION ELECTRICAL	\$ 75.43	-	-
4500050926	11/20/2022	Valery Melnikov		P280-GENERAL SVC AGRMNTS	\$ 150.00	-	-
4500050927	11/20/2022	Veterans Engineering Services, Inc.	Disabled Veteran Business	T110-TRACK, RAIL	\$ 24,843.09	-	\$ 568.91
4500050928	11/20/2022	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 383.88	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050929	11/20/2022	Veterans Engineering Services, Inc.	Disabled Veteran Business	T150-TRACK, BRIDGES	\$ 54,355.81	-	-
4500050930	11/21/2022	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 4,294.16	-	-
4500050931	11/21/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,297.34	-	-
4500050932	11/21/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,829.81	-	-
4500050933	11/21/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 6,528.16	-	-
4500050934	11/21/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 820.95	-	-
4500050935	11/21/2022	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 349.23	-	-
4500050936	11/21/2022	CASEI		F110-SHOP/BLDG MACHINERY	\$ 630.34	-	-
4500050937	11/21/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,959.20	-	-
4500050938	11/21/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 11,817.30	-	-
4500050939	11/21/2022	Marco's Canopies Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,175.70	-	-
4500050940	11/21/2022	Golden State Supply LLC		G140-SHOP SUPPLIES	\$ 41.95	-	-
4500050941	11/21/2022	Transit Products and Services		B120-BUS MECHANICAL PARTS	\$ 7,542.50	-	-
4500050942	11/21/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,406.48	-	-
4500050943	11/21/2022	Airgas Inc		G140-SHOP SUPPLIES	\$ 101.42	-	-
4500050944	11/21/2022	California Air Compressor Company		F110-SHOP/BLDG MACHINERY	\$ 413.00	-	-
4500050945	11/21/2022	Southern CA Intergov't Training		G120-SECURITY	\$ 258.11	-	-
4500050946	11/21/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 2,327.40	-	-
4500050947	11/21/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,738.45	-	-
4500050948	11/21/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 2,201.53	-	-
4500050949	11/21/2022	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 912.33	-	-
4500050950	11/21/2022	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 239.33	-	-
4500050951	11/21/2022	Robcar Corporation	Woman Owned Business	G110-BUS/TROLLEY SIGNAGE	\$ 43.10	-	-
4500050952	11/21/2022	Jamaica Bearings Co Inc		R220-RAIL/LRV TRUCKS	\$ 54,645.42	-	-
4500050953	11/22/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 3,832.22	-	-
4500050954	11/22/2022	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	\$ 863.98	-	-
4500050955	11/22/2022	Norman Industrial Materials		G140-SHOP SUPPLIES	\$ 167.92	-	-
4500050956	11/22/2022	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$ 346.52	-	-
4500050957	11/22/2022	Linde Gas & Equipment Inc.		G140-SHOP SUPPLIES	\$ 151.48	-	-
4500050958	11/22/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 14,644.13	-	-
4500050959	11/22/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 74.24	-	-
4500050960	11/22/2022	Transit Holdings Inc		B130-BUS BODY	\$ 6,624.70	-	-
4500050961	11/22/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 255.50	-	-
4500050962	11/22/2022	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 502.91	-	-
4500050963	11/22/2022	Grah Safe & Lock Inc	Small Business	G140-SHOP SUPPLIES	\$ 96.98	-	-
4500050966	11/22/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 352.91	-	-
4500050967	11/22/2022	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 144.22	-	-
4500050968	11/22/2022	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,392.18	-	-
4500050969	11/22/2022	Jeyco Products Inc		G140-SHOP SUPPLIES	\$ 237.30	-	-
4500050970	11/22/2022	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 164.30	-	-
4500050971	11/22/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 200.66	-	-
4500050972	11/22/2022	Gillig LLC		B130-BUS BODY	\$ 1,980.84	-	-
4500050973	11/22/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 20,376.00	-	-
4500050974	11/22/2022	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 13.04	-	-
4500050975	11/22/2022	Brand Makers LLC	Small Business	P310-ADVERTISING SERVICES	\$ 12,111.11	-	-
4500050976	11/22/2022	Western-Cullen-Hayes Inc		M140-WAYSIDE SIGNALS	\$ 1,206.80	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500050977	11/23/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 3,551.44	-	-
4500050978	11/23/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,926.27	-	-
4500050979	11/23/2022	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 7,233.56	-	-
4500050980	11/23/2022	Kaman Industrial Technologies		G130-SHOP TOOLS	\$ 117.25	-	-
4500050981	11/23/2022	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	\$ 2,843.63	-	-
4500050982	11/23/2022	AVI-SPL LLC		I110-INFORMATION TECH	\$ 710.00	-	-
4500050983	11/23/2022	Zep Vehicle Care Inc		G180-JANITORIAL SUPPLIES	\$ 341.81	-	-
4500050984	11/23/2022	Data Controls Printworks Inc	Small Business	G230-PRINTED MATERIALS	\$ 308.17	-	-
4500050985	11/23/2022	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 547.37	-	-
4500050986	11/25/2022	Siemens Mobility, Inc.		R180-RAIL/LRV LIGHTING	\$ 411.52	-	-
4500050987	11/25/2022	Cummins Pacific LLC		B140-BUS CHASSIS	\$ 1,682.50	-	-
4500050988	11/25/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 505.41	-	-
4500050989	11/25/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,829.90	-	-
4500050990	11/25/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,378.87	-	-
4500050991	11/25/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 891.53	-	-
4500050992	11/25/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,128.71	-	-
4500050994	11/28/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 217.53	-	-
4500050995	11/28/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,207.57	-	-
4500050996	11/28/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 188.30	-	-
4500050998	11/28/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 455.07	-	-
4500050999	11/28/2022	Synco Chemical Corporation		G170-LUBRICANTS	\$ 12,071.45	-	-
4500051000	11/28/2022	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 8,814.16	-	-
4500051001	11/28/2022	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 169.05	-	-
4500051002	11/28/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 153.49	-	-
4500051003	11/28/2022	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,140.10	-	-
4500051004	11/28/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 152.89	-	-
4500051005	11/28/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 919.00	-	-
4500051006	11/28/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,484.43	-	-
4500051007	11/28/2022	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 873.63	-	-
4500051008	11/28/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 95.32	-	-
4500051009	11/28/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 233.39	-	-
4500051010	11/28/2022	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 181.58	-	-
4500051011	11/28/2022	Neopart Transit LLC		B250-BUS REPAIR PARTS	\$ 92.67	-	-
4500051012	11/28/2022	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$ 358.81	-	-
4500051013	11/28/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 54.27	-	-
4500051014	11/28/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,796.18	-	-
4500051015	11/28/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,650.95	-	-
4500051016	11/28/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 11,626.18	-	-
4500051017	11/28/2022	Southwest Lift & Equipment Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$ 1,477.59	-	-
4500051018	11/28/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 1,759.08	-	-
4500051019	11/28/2022	Gillig LLC		B160-BUS ELECTRICAL	\$ 2,576.40	-	-
4500051020	11/28/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 781.73	-	-
4500051021	11/28/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,076.54	-	-
4500051022	11/28/2022	Waxie's Enterprises Inc.		G190-SAFETY/MED SUPPLIES	\$ 1,303.20	-	-
4500051023	11/28/2022	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 745.54	-	-
4500051024	11/28/2022	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 1,381.78	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051025	11/28/2022	La Mesa Glass, Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$ 1,603.00	-	-
4500051026	11/28/2022	Airgas Inc		G140-SHOP SUPPLIES	\$ 73.56	-	-
4500051027	11/28/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 7,295.43	-	-
4500051028	11/28/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,130.31	-	-
4500051029	11/28/2022	Staples Contract & Commercial Inc	DBE	G200-OFFICE SUPPLIES	\$ 331.25	-	-
4500051030	11/28/2022	Industrial Maintenance Supply LLC		G150-FASTENERS	\$ 111.33	-	-
4500051031	11/28/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 957.99	-	-
4500051032	11/28/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 21,528.00	-	-
4500051033	11/28/2022	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$ 47.88	-	-
4500051034	11/28/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 33.41	-	-
4500051035	11/28/2022	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 495.50	-	-
4500051036	11/28/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 88.43	-	-
4500051037	11/28/2022	Transit Holdings Inc	Small Business	B250-BUS REPAIR PARTS	\$ 563.20	-	-
4500051038	11/28/2022	Prochem Specialty Products Inc		G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500051039	11/28/2022	Gillig LLC	Small Business	B130-BUS BODY	\$ 1,067.87	-	-
4500051040	11/28/2022	Muncie Transit Supply		B110-BUS HVAC SYSTEMS	\$ 279.26	-	-
4500051041	11/28/2022	Delphin Computer Supply		G200-OFFICE SUPPLIES	\$ 363.98	-	-
4500051042	11/28/2022	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 88.47	-	-
4500051043	11/28/2022	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 320.04	-	-
4500051044	11/28/2022	Gillig LLC		B150-BUS COMM EQUIP.	\$ 2,693.75	-	-
4500051045	11/28/2022	Genuine Parts Co		B250-BUS REPAIR PARTS	\$ 61.38	-	-
4500051046	11/28/2022	Mouser Electronics Inc		B250-BUS REPAIR PARTS	\$ 31.06	-	-
4500051047	11/28/2022	Uline		G140-SHOP SUPPLIES	\$ 1,231.85	-	-
4500051048	11/28/2022	Valvoline Inc.		B120-BUS MECHANICAL PARTS	\$ 14,270.41	-	-
4500051049	11/28/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,130.31	-	-
4500051050	11/29/2022	Uline		G210-OFFICE FURNITURE	\$ 941.49	-	-
4500051051	11/29/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 329.69	-	-
4500051052	11/29/2022	Kirkland Printing & Mailing Svcs		G200-OFFICE SUPPLIES	\$ 2,911.41	-	-
4500051053	11/29/2022	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 6,637.16	-	-
4500051054	11/29/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 627.05	-	-
4500051055	11/29/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,639.45	-	-
4500051056	11/29/2022	Learnsoft Enterprise Training Inc		P490-MANAGEMENT TRAINING	\$ 15,000.00	-	-
4500051057	11/29/2022	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 734.68	-	-
4500051058	11/29/2022	Hypertec USA, Inc.		I110-INFORMATION TECH	\$ 69,084.08	-	-
4500051059	11/29/2022	California Air Compressor Company		F120-BUS/LRV PAINT BOOTHS	\$ 3,305.74	-	-
4500051060	11/29/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 42.67	-	-
4500051061	11/29/2022	Transit Holdings Inc		B130-BUS BODY	\$ 437.24	-	-
4500051062	11/29/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 416.17	-	-
4500051063	11/29/2022	Daniels Tire Service		F170-MATL HANDLING EQUIP	\$ 3,420.73	-	-
4500051064	11/29/2022	Rambuilt Glass LLC		F180-BUILDING MATERIALS	\$ 1,125.00	-	-
4500051065	11/29/2022	Powertech Converter Corp.		R160-RAIL/LRV ELECTRICAL	\$ 46,672.11	-	-
4500051066	11/29/2022	Home Depot USA Inc		G130-SHOP TOOLS	\$ 1,277.66	-	-
4500051067	11/29/2022	Myers & Sons Hi-Way Safety Inc		M130-CROSSING MECHANISM	\$ 113.03	-	-
4500051068	11/29/2022	Rambuilt Glass LLC		F180-BUILDING MATERIALS	\$ 1,850.00	-	-
4500051069	11/29/2022	HD Supply Construction Supply, LTD		P130-EQUIP MAINT REPR SVC	\$ 132.16	-	-
4500051070	11/29/2022	Cal Pacific Truck Center LLC		P130-EQUIP MAINT REPR SVC	\$ 98.34	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051071	11/29/2022	Rambuilt Glass LLC		F180-BUILDING MATERIALS	\$ 1,850.00	-	-
4500051072	11/29/2022	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 80.74	-	-
4500051073	11/29/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 38.70	-	-
4500051074	11/29/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 495.23	-	-
4500051075	11/29/2022	Gillig LLC		B110-BUS HVAC SYSTEMS	\$ 1,265.94	-	-
4500051076	11/29/2022	Citywide Auto Glass Inc		G140-SHOP SUPPLIES	\$ 377.14	-	-
4500051077	11/29/2022	Jones Roach & Caringella, Inc.		P550-REAL ESTATE	\$ 6,250.00	-	-
4500051078	11/29/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 64.54	-	-
4500051079	11/29/2022	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 952.67	-	-
4500051080	11/29/2022	ERICO International Corporation		M170-IMPEDANCE BOND	\$ 158.61	-	-
4500051081	11/29/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 96.01	-	-

Dalia Gonzalez

From: Jose Puga <j.puga@teamsters683.com>
Sent: Friday, December 23, 2022 10:25 AM
To: ClerkoftheBoard
Subject: Teamsters Local 683 Public Comment for December 8th
Attachments: MTS Public Comment Thursday December 8th.pdf

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

Hello.

Attached is the Teamsters Local 683 Public Comment for the Thursday, December 8th meeting that we were unable to perform. Per Dalia Gonzalez's call and opportunity to submit the Public Comment Statements from Bus Operators, Road Supervisors, Dispatchers, and Service Workers. These essential workers are from the South Bay and El Cajon Locations.

Although, we have yet to receive any response on the restroom and break areas issues. We want to focus on the essential workers that feel left out regarding the \$2.00 wage increments that all other essential works like Service Workers, Mechanics, Dispatchers, and Road Supervisors have not been given.

Speaking with your MTS officers it seems like they received the \$2.00 increases. Can you please confirm?

Thank you.

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



MTS Public Comment Thursday December 8th, 2022

Daniel Ortega- Bus Operator

My name is Danny Ortega and I have worked for Transdev/MTS almost 11 years as a Bus Operator. I am here to point out the unfair working conditions / process each driver must go through to request to get paid for time already worked. Each Driver must complete an Exception Form for time worked to get paid.

Not only do we have to complete the Exception Form, but we also must call in with Radio and/or Dispatch. The call is where the unfair aspect starts as we get attituded by the dispatcher or supervisor that answers. The questioning feels as if we were stealing time... this process of getting ahold of a dispatcher and/or supervisor takes time to complete and when we ask about getting paid for the time it took to get the worked time approve for pay, the dispatcher and/or supervisor gives us attitude and claim it is only a couple minutes and that they will not approve them.

We stand here before you as we are in our negotiations requesting for a better process to get paid for time worked by allowing the drivers to clock in and out from an App, and to Thank the MTS Board for the \$ 2 increase.

MTS Public Comment Thursday December 8th, 2022

Nicholas Lambrix-Bus Operator

My name is Nicholas Lambrix, I've been working with Transdev / MTS for almost four years in March. I'm also a shop steward and negotiations committee member. I want to bring to your attention what I believe is an unfair working condition that us drivers must encounter when using porta potties provided by Transdev per the MTS and Transdev's City Contract. Imagine you must use the restroom and the porta potty is not available to use... for example, tipped over, burned down, vandalize, no water to wash our hands, no light for the nighttime drivers to see what they are doing and in dimly lighted areas. We cannot forget the women drivers that I work alongside that their basic needs are not met. I'm asking the board to help with this easily fixable problem to use their resources to put actual structured bathrooms that are safe and well lighted and can be easily accessed with the touch of our badge. You have one in Otay Mesa Transit Center and in Fashion Valley Transit Center these are the minimal that we are asking for thank you for your time and have a great day.

MTS Public Comment Thursday December 8th, 2022

Sergio Navarro-Bus Operator

My name is Sergio Navarro and I have worked as a Bus Operator for 14 years. I'm here to make you aware of the unreasonable working conditions that Bus Operators must face when taking a Meal Break Period, splits or Rest periods.

Transdev had practice the use of buses or relief vehicles as a shelter for Meal Break, Splits, or Rest Periods and now with the shortage of relief vehicle we are left stranded in Transit Stations without shelter or a vehicle to commute to a Meal Break area/shelter. The shortage of relief vehicles is so bad we have drivers arguing amongst each other for relief vehicles.

We are asking you the MTS Board to address these working conditions with the same dedication you have demonstrated in your leadership in getting us a much needed \$2 dollar increase. I also want to express that the Service Worker that fuel, clean and disinfect the buses every night after night through the pandemic should receive a \$2 dollar increase for them as well.

Thank you, Mr. Nathan Fletcher!!!

MTS Public Comment Thursday December 8th, 2022

Francisco Jimenez -Road Supervisor

Mr. Jose Puga as you already know about the 2dlls raise for all drivers East County & South Bay I want to know if we can do something to get that benefit as well because we drive buses too and sometimes, we drive full paddles. I know this comes from MTS for a retention strategy and recruiting plan however the fare thing for everybody is to get the 2dlls raise now the top pay drivers get pay more than the supervisor's top pay. I will be on the lookout for your response, Thanks.

Jerry Drake- Dispatcher

Good morning, I started receiving messages last night from other Road Supervisors about a new raise for the bus drivers. Apparently, MTS has given all bus drivers a \$2.00 raise. We're being told that this doesn't include us. With this raise it has some drivers making more than Road Supervisors with equal or more years with the company.

As you can imagine, that doesn't sit well with us. Considering that we drive the buses as well and do all our other supervisory duties. We are aware that according to our contract that we can't go on strike. But we are wondering what can we or the Union do to try and get the same \$2.00 compensation as the drivers?

Sincerely,
Jerry Drake

MTS Public Comment Thursday December 8th, 2022

Fausto Surposa-Bus Operator

My name is Fausto Surposa, I am a Proud Local 683 member and a 23 Year city bus operator for South Bay

I want to focus my time to put emphasis on a group of employees who play a key part in the operations of public transit. Our team of service workers are our crew of sanitation/fueling/washing /disinfecting and the structure of daily outgoing buses. The majority are seasonal employees and are 100%-night owls! We believe they are as much deserving of a wage increases; they are a key part of our team. Although we don't see them much, as drivers we appreciate their part in the day-to-day operations!

Thank You for your Time