



Board of Directors Agenda

Click link to access the meeting:

<https://us02web.zoom.us/j/98288032362>






Zoom Meeting ID

Ways to Join



Computer: Click the link above. You will be prompted to run the Zoom browser or Zoom application. Once signed on to the meeting, you will have the option to join using your computer audio system or phone.

Webinar Features:

 Raise Hand	▶	Use the raise hand feature every time you wish to make a public comment.
	▶	Participants can enable closed captioning by clicking the CC icon. You may also view the full transcript and change the font size by clicking 'subtitle settings'. These features are not available via phone.
	▶	This symbol shows you are muted , click this icon to unmute your microphone.
	▶	This symbol shows you are currently unmuted , click this button to mute your microphone.
	▶	The chat feature should be used by panelists and attendees solely for "housekeeping" matters as comments made through this feature will not be retained as part of the meeting record. See the Live Verbal Public Comment for instructions on how to make a public comment.



Smartphone or Tablet: Download the Zoom app and join the meeting by clicking the link or using the webinar ID (found in the link).



Phone:

1. If you are joining the meeting audio by phone and viewing the meeting on a device, dial the number provided in the 'join audio' phone call tab of the initial pop-up, and enter the Meeting ID (found in the link).
2. If you are joining by phone only, dial: **+1-669-900-9128** or **+1-253-215-8782** and type the meeting ID found in the link, press #. You will have access to the meeting audio, **but will NOT be able to view the PowerPoint presentations.**



Live Verbal Public Comments: Use the 'Raise Hand' icon every time you wish to make a public comment on an item. Raise your hand once the agenda item you wish to comment on has been called. In person public comments will be taken first, virtual attendees will be taken in the order in which they raise their hand. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion. General Public Comment, at the beginning of the Board of Directors meeting only, will be limited to five speakers. Additional speakers with general public comments will be heard at the end of the meeting. Three-minutes of time is allotted per speaker, unless otherwise directed by the Chair.

Public Comments Made Via Zoom

1. Click the link found at the top of this instruction page
2. Click the raise hand icon located in the bottom center of the platform
3. The Clerk will announce your name when it is your turn to speak
4. Unmute yourself to speak

Public Comments Made by Phone Only

1. Dial **+1-669-900-9128**
2. Type in the zoom meeting ID found in the link and press #
3. Dial *9 to raise your hand via phone
4. The Clerk will call out the last 4 digits of your phone number to announce you are next to speak
5. Dial *6 to unmute yourself



Written Public Comments (before the meeting): Written public comments will be recorded in the public record and will be provided to MTS Board Members in advance of the meeting. Comments must be emailed or mailed to the Clerk of the Board* by 4:00pm the day prior to the meeting.



Translation Services: Requests for translation services can be made by contacting the Clerk of the Board* at least four working days in advance of the meeting.



In-Person Participation: In-person public comments will be heard first. Following in-person public comments, virtual attendees will be heard in the order in which they raise their hand via the Zoom platform. Speaking time will be limited to three minutes per person, unless specified by the Chairperson. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

Instructions for providing in-person public comments:

1. Fill out a speaker slip located at the entrance of the Board Room;
2. Submit speaker slip to MTS staff seated at the entrance of the Board Room;
3. When your name is announced, please approach the podium located on the right side of the dais to make your public comments.

Members of the public are permitted to make general public comment at the beginning of the agenda or specific comments referencing items on the agenda during the public comment period. General Public Comment, at the beginning of the Board of Directors meeting only, will be limited to five speakers. Additional speakers with general public comments will be heard at the end of the meeting.



Assistive Listening Devices (ALDs): ALDs are available from the Clerk of the Board* prior to the meeting and are to be returned at the end of the meeting.



Reasonable Accommodations: As required by the Americans with Disabilities Act (ADA), requests for agenda information in an alternative format or to request reasonable accommodations to facilitate meeting participation, please contact the Clerk of the Board* at least two working days prior to the meeting.



***Contact Information:** Contact the Clerk of the Board via email at ClerkoftheBoard@sdmts.com, phone at (619) 398-9681 or by mail at 1255 Imperial Ave. Suite 1000, San Diego CA 92101.



Agenda de la Junta de Directores

Haga clic en el enlace para acceder a la reunión:

<https://us02web.zoom.us/j/98288032362>






Formas de Participar



Computadora: Haga clic en el enlace más arriba. Recibirá instrucciones para operar el navegador de Zoom o la aplicación de Zoom. Una vez que haya iniciado sesión en la reunión, tendrá la opción de participar usando el sistema de audio de su computadora o teléfono.

ID de la reunión
en Zoom

Funciones del Seminario En Línea:

 Levantar la mano	►	Use la herramienta de levantar la mano cada vez que desee hacer un comentario público.
	►	Los participantes pueden habilitar el subtitulado haciendo clic en el ícono CC. También puede ver la transcripción completa y cambiar el tamaño de letra haciendo clic en “configuración de subtítulos”. Estas herramientas no están disponibles por teléfono.
	►	Este símbolo indica que usted se encuentra en silencio , haga clic en este ícono para quitar el silenciador de su micrófono.
	►	Este símbolo indica que su micrófono se encuentra encendido . Haga clic en este símbolo para silenciar su micrófono.
	►	La herramienta de chat deben usarla los panelistas y asistentes únicamente para asuntos “pertinentes a la reunión”, ya que comentarios realizados a través de esta herramienta no se conservarán como parte del registro de la reunión. Consulte el Comentario público verbal en vivo para obtener instrucciones sobre cómo hacer un comentario público.



Teléfono Inteligente o Tableta: Descargue la aplicación de Zoom y participe en la reunión haciendo clic en el enlace o usando el ID del seminario web (que se encuentra en el enlace).



Teléfono:

1. Si está participando en la reunión mediante audio de su teléfono y viendo la reunión en un dispositivo, marque el número indicado en la pestaña de llamada telefónica “unirse por audio” en la ventana emergente inicial e ingrese el ID de la reunión (que se encuentra en el enlace).
2. Si está participando solo por teléfono, marque: **+1-669-900-9128** o **+1-253-215-8782** e ingrese el ID de la reunión que se encuentra en el enlace, pulse #. Tendrá acceso al audio de la reunión, **pero NO podrá ver las presentaciones en PowerPoint.**



Comentarios Públicos Verbales en Vivo: Use la herramienta “levantar la mano” cada vez que desee hacer un comentario público sobre alguno de los artículos. Levante la mano una vez que el artículo de la agenda sobre el que desea comentar haya sido convocado. Los comentarios públicos en persona se escucharán primero, se escuchará a los asistentes virtuales en el orden en el que levanten la mano. No se aceptarán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción. Comentarios públicos generales, únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión. Se otorga tres minutos de tiempo por persona que desee hablar, a menos de que el presidente instruya de otra forma. (Consulte la página 2 para obtener instrucciones sobre cómo hacer un comentario público.)

Comentarios Públicos a Través de Zoom

1. Haga clic en el enlace que se encuentra en la parte superior de esta página de instrucciones
2. Haga clic en el ícono de levantar la mano en el centro inferior de la plataforma
3. El secretario anunciará su nombre cuando sea su turno de hablar
4. Desactive el silenciador para que pueda hablar

Comentarios Públicos Realizados Únicamente por Teléfono

1. Marque el **+1-669-900-9128**
2. Ingrese el ID de la reunión en Zoom que se encuentra en el enlace y pulse #
3. Marque *9 para levantar la mano por teléfono
4. El secretario indicará los últimos 4 dígitos de su número de teléfono para anunciar que usted será el siguiente en hablar
5. Marque *6 para desactivar el silenciador



Comentarios Públicos por Escrito (Antes de la Reunión): Los comentarios públicos por escrito se registrarán en el registro público y se entregarán a los miembros de la Junta de MTS antes de la reunión. Los comentarios deben enviarse por correo electrónico o postal al secretario de la Junta* antes de las 4:00 p.m. el día anterior a la reunión.



Servicios de Traducción: Pueden solicitarse servicios de traducción comunicándose con el secretario de la Junta* por lo menos cuatro días hábiles antes de la reunión.



Participación en Persona: Los comentarios públicos en persona se escucharán primero. Después de los comentarios públicos en persona, se escuchará a los asistentes virtuales en el orden en el que levanten la mano a través de la plataforma de Zoom. El tiempo para hablar se limitará a tres minutos por persona, a menos de que el presidente especifique de otra forma. No se recibirán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción.

Instrucciones para brindar comentarios públicos en persona:

1. Llene la boleta para personas que desean hablar que se encuentran en la entrada de la Sala de la Junta.
2. Entregue la boleta para personas que desean hablar al personal de MTS que se encuentra sentado en la entrada de la Sala de la Junta.
3. Cuando anuncien su nombre, por favor, acérquese al podio ubicado en el lado derecho de la tarima para hacer sus comentarios públicos.

Los miembros del público pueden hacer comentarios públicos generales al inicio de la agenda o comentarios específicos que hagan referencia a los puntos de la agenda durante el periodo de comentarios públicos. Los comentarios públicos generales únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión.



Dispositivos de Asistencia Auditiva (ALD, por sus siglas en inglés): Los ALD están disponibles con el secretario de la Junta* antes de la reunión y estos deberán ser devueltos al final de la reunión.



Facilidades Razonables: Según lo requerido por la Ley de Estadounidenses con Discapacidades (ADA, por sus siglas en inglés), para presentar solicitudes de información de la agenda en un formato alternativo o solicitar facilidades razonables para facilitar su participación en la reunión, por favor, comuníquese con el secretario de la Junta* por lo menos dos días hábiles antes de la reunión.



***Información de Contacto:** Comuníquese con el secretario de la Junta por correo electrónico en ClerkoftheBoard@sdmts.com, por teléfono al (619) 398-9681 o por correo postal en **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**



Board of Directors Agenda

January 26, 2023 at 9:00 a.m.

In-Person Participation: James R. Mills Building, 1255 Imperial Avenue, 10th Floor Board Room, San Diego CA 92101

Teleconference Participation: (669) 444-9171; Webinar ID: 982 8803 2362, <https://zoom.us/j/98288032362>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments This item is 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.	
SPECIAL ITEMS		
3.	Elect Vice Chair, Chair Pro Tem, and Committee Appointments (Sharon Cooney) Action would 1) Elect a Vice Chair and a Chair Pro Tem for 2023; and 2) Consider the nominating slate proposed by the Ad Hoc Nominating Committee for the appointment of representatives to MTS committees for 2023 and vote to appoint representatives to those committees.	Elect
CONSENT ITEMS		
4.	Approval of Minutes Action would approve the December 8, 2022 Board of Directors meeting minutes.	Approve
5.	In-Plant Bus Inspections, Pre-Award and Post Delivery Buy America Audits – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0752.0-23 with TRC Engineering Services, LLC (TRC), for the provision of In-Plant Bus Inspections, Pre-Award and Post Delivery Buy America Audits, for both Battery Electric and Compressed Natural Gas (CNG) powered buses for a period of five (5) years, in the amount of \$599,757.00.	Approve



- | | | |
|-----|--|---------|
| 6. | <p>Existing Cell Tower – Ground Lease Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to approve the Amended and Restated Ground Lease Agreement (Lease) for an existing cellular communication tower on SD&AE property.</p> | Approve |
| 7. | <p>PRONTO Fare Collection System – Contract Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute Amendment 15 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), for PRONTO In-App Messaging services, in the amount of \$151,246.00.</p> | Approve |
| 8. | <p>Palm Tree Removal Services – Contract Award</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL363.0-23 with Integrity Arborist and Ecoscape Inc., at \$160,150.00 for palm tree removal services.</p> | Approve |
| 9. | <p>Mount San Miguel Radio Site Lease – Contract Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to: 1) Ratify the original agreement MTS Doc. No. G1321.0-10; and 2) Execute Amendment 2 (in substantially the same format as Attachment B), with American Tower Corporation from February 1, 2023 to January 31, 2030, in the amount of \$432,609.40.</p> | Approve |
| 10. | <p>Auction Services – Contract Award</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2649.0-23 with JJ Kane Associates DBA Ken Porter Auctions (JJ Kane), for the provision for auction services for five (5) years.</p> | Approve |
| 11. | <p>Information Technology Service Management (ITSM) Upgrade and Add Enterprise Licensing and Purchase Unlimited Asset Discovery Add-On – Contract Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2604.0-22, with Compulink Technologies, Inc. (Compulink), increasing the contract value in the amount of \$208,780.68, bringing the contract total to \$450,810.32.</p> | Approve |
| 12. | <p>Bytemark HaCon HAFAS Trip Planner Software – Sole Source Contract Award</p> <p>Action would authorize the Chief Operating Officer (CEO) to: 1) Ratify Purchase Order (PO) 4500040451 with Bytemark for Trip Planner Web-App in the amount of \$75,310.00; 2) Ratify PO 4500042353 with Bytemark for HAFAS Trip Planner Application Programming Interface (API) in the amount of \$35,200.00 and Trip Planner Enhancements in the amount of \$61,877.00 for a total of \$97,077.00; and 3) Execute MTS Doc. No. G2707.0-23 with Bytemark, Inc., in the amount of \$172,387.00 combining the POs for three years of HaCon Trip Planner software maintenance support and development.</p> | Approve |

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|-----|--|---------|
| 13. | <p>Commvault Metallic Appliance and Subscription – Contract Award</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2701.0-23 with Nth Generation Computing, Inc., in the amount of \$641,520.24, for a period of three (3) years for the provision of Commvault equipment and support subscription.</p> | Approve |
| 14. | <p>Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA353-AE-01.01 under MTS Doc. No. PWL353.0-22 with Dokken Engineering, Inc. (Dokken) in the amount of \$717,696.61 to provide engineering final design services for Phase 1 of the IAD electric bus charging infrastructure project.</p> | Approve |
| 15. | <p>Paratransit and Minibus Fixed-Route Bus Services – Contract Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.8-19, with First Transit, Inc., in the amount of \$16,639,833 for Operator Wage \$2 increase for the provision of paratransit and fixed-route bus services through June 30, 2030.</p> | Approve |
| 16. | <p>Fixed Route Bus Services – Contract Amendment</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0708.2-20, with Transdev North America (Transdev), in the amount of \$21,439,684 for Operator Wage \$2 increase for the provision of fixed-route, express and Bus Rapid Transit (BRT) bus services through June 30, 2031.</p> | Approve |
| 17. | <p>Mills Building 1st Floor Security Breakroom and Transit Store Office Rehabilitation – Work Order</p> <p>Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-18 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 with ABC General Contracting, Inc. (ABCGC), in the amount of \$242,922.83, plus a 10% contingency in the amount of \$24,292.28, for a total amount of \$267,215.11, for rehabilitating the vacated “Check Cashing” suite on the first floor of the Mills Building.</p> | Approve |

DISCUSSION AND REPORT ITEMS

- | | | |
|-----|--|---------------|
| 18. | <p>Fare Enforcement Diversion Program (Karen Landers)</p> <p>Action would approve a permanent Fare Enforcement Diversion Program.</p> | Approve |
| 19. | <p>For-Hire Vehicle Administration (Leonardo Fewell)</p> | Informational |
| 20. | <p>Operations Budget Status Report for November 2022 (Gordon Meyer)</p> | Informational |

OTHER ITEMS		Informational
21.	Chair's Report	Informational
22.	Chief Executive Officer's Report	Informational
23.	Board Member Communications	Informational
24.	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. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.	

ADJOURNMENT

- | | |
|-----|---|
| 25. | Next Meeting Date
The next Board of Directors meeting is scheduled for February 16, 2023 at 9:00am. |
| 26. | Adjournment |



**Metropolitan
Transit
System**

MTS STAFF USE ONLY
Public Comment
AI #: 2 Date: 1/26/23
No. in queue: 1

IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 2

Name:

Jose Puga

Telephone:

619 515 9114

Email:

J.Puga@tequaster.com

City of Residence:

San Jose / El Cajon

Remark Subject:

San Jose Workers

Affiliated

Organization:

Tequaster 683 / Transdev SIB

PLEASE SUBMIT THIS COMPLETED FORM BACK TO THE CLERK

INSTRUCTIONS

This meeting is offered both in an in-person and virtual format. In-person speaker requests will be taken first. Speaking time will be limited to three minutes per person, unless specified by the Chairperson. Please make your comment at the podium located on the right side of the dais. Members of the public are permitted to make general public comments at the beginning of the agenda or make specific comments on any item in the agenda at the time the Board/Committee is considering the item during the meeting. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

BOARD OF DIRECTORS MEETING

General Public Comment at the beginning of the agenda will be limited to five speakers with the standard three-minute limit, unless otherwise directed by the Chair. Additional speakers with general public comments will be heard at the end of the meeting.

MEETING RECORD

A paraphrased version of this comment will be included in the minutes. The full comment can be heard by reviewing the recording posted on the respective meeting website: <https://www.sdmts.com/about/meetings-and-agendas>. This form will be included in the Meeting Materials posted on the respective MTS meeting site.

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

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





**Metropolitan
Transit
System**

MTS STAFF USE ONLY

Public Comment

AI #: 2 Date: 1/26/23

No. in queue: 2

IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 2

Name: Pedro Franco

Telephone: 619 664 9850

Email: FrancoLopez274@hotmail.com

City of Residence: SD

Remark Subject: Teamsters 683 Transfer SB Service Workers

Affiliated

Organization:

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IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 2

Name:

Ivan Sanchez

Telephone:

619-484-6831

Email:

lpesanchez@hotmail.com

City of Residence:

San Ysidro CA.

Remark Subject:

Service Workers

Affiliated

Organization:

Teamsters 683 Transdev SB

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IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 2

Name:

Ronald Barnes

Telephone:

951-201-8031

Email:

RonaldBarnes@gmail.com

City of Residence:

Chula Vista

Remark Subject:

Service workers

Affiliated

Organization:

Local Teamsters 683 Transdev

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**Metropolitan
Transit
System**

MTS STAFF USE ONLY

Public Comment

AI #: 2 Date: 01/ 26/23

No. in queue: 5

IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 2

Name: Hector Diaz Telephone: _____

Email: _____

City of Residence: _____

Remark Subject: _____

Affiliated

Organization: _____

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A paraphrased version of this comment will be included in the minutes. The full comment can be heard by reviewing the recording posted on the respective meeting website: <https://www.sdmts.com/about/meetings-and-agendas>. This form will be included in the Meeting Materials posted on the respective MTS meeting site.

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





Agenda Item No. 3

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Elect Vice Chair, Chair Pro Tem, and Committee Appointments (Sharon Cooney)

RECOMMENDATION:

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

- 1) Elect a Vice Chair and a Chair Pro Tem for 2023; and
- 2) Consider the nominating slate (Attachment A) proposed by the Ad Hoc Nominating Committee for the appointment of representatives to MTS committees for 2023 and vote to appoint representatives to those committees.

Budget Impact

None with this action.

DISCUSSION:

Public Utilities Code Section 120100 requires the Board of Directors, annually at its first meeting in January, to elect a Vice Chair who shall preside in the absence of the Chair. Policies and Procedures No. 22, "Rules of Procedure" (Attachment B), also provides for the election of a Chair Pro Tem to serve in the absence of the Chair and Vice Chair. In 2022, Board Member Alejandra Sotelo-Solis served as Vice Chair, and Board Member Mary Salas served as Chair Pro Tem.

In addition, 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

Membership of the Executive Committee is dictated by Board Policy 22. Similarly, membership on the Audit Oversight Committee is dictated by Board Policy 22, which designates all members of the Executive Committee as members of the Audit Oversight Committee, but allows the appointment of other Board members to that Committee at the Board's discretion. A simple majority of the Board present may waive any aspect of Board Policy 22 not required by state law.

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

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

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Proposed MTS Nominating Slate for 2023
B. Board Policy No. 22

2023**SLATE OF MTS COMMITTEES AND OUTSIDE AGENCY APPOINTMENTS**

Chair Vice Chair Chair Pro Tem	Nathan Fletcher – Chair Stephen Whitburn – Vice Chair Monica Montgomery Steppe – Chair Pro Tem
Accessible Services Advisory Committee (ASAC)	George Gastil – Chair
Airport Authority Advisory Committee	Sean Elo-Rivera – Committee Representative Mike Donovan – Alternate
Audit Oversight Committee	Nathan Fletcher – Chair Stephen Whitburn – Vice Chair Plus, Executive Committee (listed below)
Budget Development Committee	Vivian Moreno – Chair Nathan Fletcher – Committee Representative Stephen Whitburn – Committee Representative Sean Elo-Rivera – Committee Representative Steve Goble – Committee Representative John McCann – Committee Representative
Executive Committee	Nathan Fletcher – Chair & County Representative (<i>County Alternate: Nora Vargas</i>) Stephen Whitburn – Vice Chair Sean Elo-Rivera – City of San Diego Representative (<i>Alternate: Monica Montgomery Steppe</i>) Ronn Hall – East County Representative (<i>Alternate: Caylin Frank</i>) Matthew Leyba-Gonzalez – South Bay Representative (<i>Alternate: Marcus Bush</i>) Vivian Moreno – SANDAG Transportation Committee Representative (<i>Alternate: Marcus Bush</i>)
Los Angeles - San Diego Rail Corridor Agency (LOSSAN) Board	Caylin Frank – Board Representative Marcus Bush – Alternate
Public Security Committee	Monica Montgomery Steppe – Chair Marcus Bush – Committee Representative Patricia Dillard – Committee Representative Carolina Chavez – Committee Representative Mike Donovan – Committee Representative
SANDAG Board	Matthew Leyba-Gonzalez – Board Representative Carolina Chavez – Alternate
SANDAG Regional Planning Committee	George Gastil – Committee Representative Marcus Bush – Alternate
SANDAG Transportation Committee	Vivian Moreno – Committee Representative Marcus Bush – Alternate
San Diego Regional Building Authority	John McCann – Committee Representative
Taxicab Advisory Committee	Sean Elo-Rivera – Chair



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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.

MINUTES

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BOARD OF DIRECTORS

December 08, 2022

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. The full comment can be heard by reviewing the recording at the [MTS website](#).]

1. Roll Call

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

2. Approval of Minutes

Board Member Elo-Rivera moved to approve the minutes of the November 10, 2022, MTS Board of Directors meeting. Board Member Salas seconded the motion, and the vote was 14 to 0 in favor with Board Member Gastil abstaining.

3. Public Comment

Jose Puga – Representing Teamster 683 submitted a written statement to the Board prior to the meeting. The written comment is provided in the [December 8, 2022 Final Meeting Packet](#).

Alex Wong – Provided a verbal statement to the Board during the meeting. Wong advocated for transparency for the Youth Opportunity Pass (YOP) pilot results. Wong noted several perceived data claim discrepancies and advocated for a more efficient system to retain youth ridership.

Zack Defazio Farwell – Representing Ride SD made a verbal statement to the Board during the meeting. Farwell asked that the agency accelerate PRONTO improvements and features.

Connor Proctor – Representing Ride SD made a verbal statement to the Board during the meeting. Proctor advocated for an accelerated timeline for the tap to pay feature.

Corina Contreras – Representing Climate Action Campaign made a verbal statement to the Board during the meeting. Contreras commended the success of the YOP and asked what the plans were to continue the pilot program. Contreras supported an accelerated timeline for tap to pay.

4. Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees For 2023 (Sharon Cooney)

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.

Action Taken

Chair Fletcher moved to solicit committee volunteers. Board members Elo-Rivera, Gastil, Shu, Whitburn, and Fletcher volunteered to participate in the 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. Board Member Sandke seconded the motion, and the vote was 15 to 0 in favor.

62. Board Member Communications (TAKEN OUT OF ORDER)

Board Member Sandke introduced Mike Donovan to the Board as a prospective primary representative to the MTS Board.

CONSENT ITEMS:

6. Clean Natural Gas (CNG) Fueling Station Equipment Replacement – Contract Amendment
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
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
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
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
11. Amaya Trolley Station Asphalt Repairs – Work Order
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
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
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.

14. Las Chollas Creek Bridge Repair – Engineering Design Services – Work Order
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.
15. San Diego Metropolitan Transit System (MTS) Ordinance No. 11 – Ordinance Revisions
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.
16. Approve the Fiscal Year (FY) 2022-23 State Transit Assistance (STA) Claim and STA Interest Claim
Action would adopt Resolution No. 22-17 approving the FY 2022-23 STA claim.
17. Naming Rights Program Services – Contract Award
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.

Action on Recommended Consent Items

Chair Fletcher moved to approve Consent Agenda Item Nos. 6 to 17. Board Member Sandke seconded the motion, and the vote was 15 to 0 in favor.

CLOSED SESSION (ITEMS TAKEN OUT OF ORDER):

24. Closed Session Items

The Board convened to Closed Session at 9:19 a.m.

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)

The Board reconvened to Open Session at 10:03 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported that the Board received a report from legal counsel.

NOTICED PUBLIC HEARINGS

25. Public Hearing: Service Changes

Denis Desmond, MTS Director of Planning presented on Mid-Coast Bus Changes. He presented on: the Mid-Coast bus changes; 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; route performance FY23 through October; route 140 Balboa Station – downtown La Jolla express and staff recommendations.

PUBLIC COMMENT

Adam H – Submitted a written statement to the Board prior to the meeting. The written comment is provided in the [December 8, 2022 Final Meeting Packet](#).

Jade Guedes – Submitted a written statement to the Board prior to the meeting. The written comment is provided in the [December 8, 2022 Final Meeting Packet](#).

Kathlene Neil – Representing the La Jolla Planning Association made a verbal statement to the Board during the meeting. Neil asked that the route be changed rather than discontinued, and be serviced to peak travel only.

Corina Contreras – Representing Climate Action Campaign made a verbal statement to the Board during the meeting. Contreras asked that funding re-allocation be added to expand frequency to route 30 and asked if there was a report for bus operator shortages.

COMMITTEE COMMENTS

Board Member Elo-Rivera acknowledged the impacts to low income communities to access the La Jolla area who live at the beginning and end of a route. He asked how the agency analyzed equity impacts for this recommendation. Mr. Desmond clarified that the methodology is dictated by the Federal Transit Administration (FTA). The statistical analysis is based off of minority and low-income demographic populations served along the route. The analysis is intended to determine a disproportionate impact to low income or minority riders. The findings rendered did not include any identified impacts, based off of the demographics in the area served. Board Member Elo-Rivera added that the formula does not account for low income riders accessing a high-income area. He noted the importance of housing opportunities in all communities including an area like La Jolla.

Action Taken

Board Member Elo-Rivera moved to 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. Chair Fletcher seconded the motion, and the vote was 15 to 0 in favor.

DISCUSSION ITEMS:

30. 2023 State and Federal Legislative Program (Julia Tuer, Mark Watts, Peter Peyser)

Julia Tuer, MTS Manager of Government Affairs, Mark Watts, MTS State Legislative Representative and Peter Peyser, MTS Federal Legislative Representative presented on 2023 State and Federal Legislative Program. She presented on: 2023 state and federal legislative program, state and federal legislative priorities, passed legislation in 2022, legislative proposals, state & federal legislative updates, and staff's recommendation.

PUBLIC COMMENT

Tony Fantano – A rider made a verbal statement to the Board during the meeting. Fantano encouraged members to ride public transit and extend weekend and night hours.

COMMITTEE COMMENTS

Board Member Sandke asked about maritime transportation as a regional option and asked about a federally funded program called the Clean Ferry Network. Funding includes for boats, infrastructure, docking and charging infrastructure. He asked if a program like this could be funded in the San Diego region. Mr. Peyser replied that there is a separate discretionary federal program for public ferry operator funding. He was unsure about the application cycle and assured the Board that he could follow up on funding availability and sources. Mr. Watts added that there is a ferry program under the state Transit and Intercity Rail Capital Program. Board Member Sandke asked that the proposed action seek opportunities to provide more robust maritime transit.

Board Member Gastil acknowledge a fundamental need to wean people out of single rider vehicles and encourage people to choose other transportation modes. He also supported any improvements made to the Orange Line and encouraged the Board to set priorities.

Board Member Shu asked that the motion be amended to incorporate the following: 1) Support legislation which would eliminate the requirement or need of transit agencies to have a farebox recovery which would clearly permit public transit to be free to all users; 2) Support legislation which increases funding systems for public transit operations and development while at the same time also reducing vehicles miles traveled and; 3) Change “Trolley to Airport” to “Effective Transit to San Diego International Airport”; 4) Support Legislation which funds and expands the data collection, studies, and programs to reduce harassment of transit users as a public health and safety issue particularly when the victims are women, disabled or transgender and when race, gender, sex, sexual orientation, ethnicity, religion, age, appearance, body type, ableism or culture are the basis for the harassment. He elaborated on the first recommendation and noted that the agency was bound to have a farebox recovery in place, but encouraged the Board to eliminate the requirement. He noted that the language was intentionally chosen to allow the agency the option to do so. He expanded on the second recommendation to clarify that the reduction of vehicle miles traveled (VMT), allows the agency the ability for people to chose transit. The third recommendation was aimed at providing the agency with flexibility to integrate other modes of transportation onto the airport infrastructure, rather than having the trolley support airport transit. Lastly, he clarified that the item was added to address harassment in public transit and reframe it as a public health issue rather than a crime issue. He noted that reframing this would allow for proactive solutions, rather than reactive, criminal prosecutions. He cited a statistic generated by the Center on Gender Equity and Health that found that 77% of women experience sexual harassment in public spaces, including 29% in mass transit. He noted that part of the solution is to have MTS employees be welcoming and have harassment training to create a safe and positive environment.

Chair Fletcher asked Board Member Shu if he would be comfortable with some edits to his recommendation. He suggested the first recommendation be re-written to include state and federal funding would replace any deficits incurred by the agency. He noted that the third recommendation posed a potential policy change to the agency. He explained that during the Elevate process, the agency devoted a large amount of resources with constituents to support

the trolley line to the airport. He noted historical context where the agency has formally supported a trolley to the airport extension. He acknowledged that while SANDAG may have other determinations, the agency's stand to advocate for MTS and the trolley should remain. He explained that adding the recommended language would be an act of rescinding MTS's stand on the trolley being the most effective mode of transportation to the airport. He suggested that language be added to include other avenues of transportation in addition to connecting the trolley to the airport. Sharon Cooney, MTS Chief Executive Officer asked for clarification on the second point regarding seeking legislation to reduce vehicle miles traveled. He clarified that the intention was to seek legislative funding to support the operations and development of transit.

Board Member Galvez referenced the MTS safety and security report and the variety of criminal activity. She referenced a Metropolitan Transit Authority posting in New York that disclosed an up to 25-year imprisonment for an assault on transit workers. She emphasized the importance of worker safety and encouraged signage be displayed on vehicles to discourage assaults on employees.

Board Member Goble asked what MTS currently does to train against harassment of passengers and employees. Ms. Cooney replied front line employees receive de-escalation training. Mike Wygant, MTS Chief Operating Officer of Bus confirmed that staff receives initial and subsequent annual de-escalation training. He listed bus barriers and cameras as modes to pro-actively protect drivers. Board Member Goble expressed first amendment free speech concerns for the fourth recommendation. He supported preventing against discrimination for those in protected classes, but was hesitant to support the motion beyond the protected classes. He also noted that infrastructure in East County does not support the ability to reduce the number of vehicle miles traveled, and listed various rural areas with limited or nonexistent public transportation service. Chair Fletcher clarified that limiting the vehicle miles traveled was a regional reduction goal.

Board Member Montgomery Steppe talked about reform efforts to consider the removal of farebox recovery. She asked that staff update the Board about legislative efforts related to updating the Transportation Development Act. She also acknowledged that the punitive system is not just for all people. She encouraged the Board to keep that in mind to make the system fairer and just.

Action Taken

Chair Fletcher moved to approve the 2023 State and Federal Legislative Program with the following additions: (1) Support legislation that would eliminate the requirement or need of transit agencies to have a fare box recovery and replace with state and/or federal funding which would clearly permit public transit to be free to all users; (2) Support legislation which increases funding systems for public transit operations and development, while at the same time reducing regional vehicles miles traveled; (3) Under the Trolley to the Airport project title, add language stating to: Seek funding for other MTS provided effective transit opportunities to better connect to the San Diego International Airport; (4) Support Legislation which funds and expands the data collection, studies, and programs to reduce harassment of transit users as a public health and safety issue particularly when the victims are women, disabled or transgender and when race, gender, sex, sexual orientation, ethnicity, religion, age, appearance, body type, ableism or culture are the basis for the harassment; and (5) Seek opportunities to provide more maritime transit services. Board Member Sandke seconded the motion, and the vote was 13 to 2 in favor with Board Member Goble and Board Member Hall voting no.

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)

Mark Olson, MTS Director of Marketing and Communications, Karen Landers, General Counsel and Bill Tagliaferri, representing Big Outdoor presented on the 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. They discussed: the background; digital information board discussions; Big Outdoor work samples; new opportunity at Gaslamp Trolley Station; License Agreement Research & Negotiations; License Agreement Key Terms; License Agreement – Project is Exempt from CEQA; additional findings in support of CEQA exemptions; key terms - advertising rules/waiver; key terms - revenue share; revenue share comparable; digital information board conceptual design; proximity to residential; digital information board benefits and uses; next steps and staff recommendation.

PUBLIC COMMENT

Jeffrey Forrest – Submitted a written statement to the Board prior to the meeting. The written comment is provided in the [December 8, 2022 Final Meeting Packet](#).

COMMITTEE COMMENT

Board Member Elo-Rivera was grateful to explore new revenue opportunities in order to achieve the expansion of service goals. He asked about the proposed minimum annual guarantee (MAG) amount plus 2% annual allocation and what it would look like to have that percentage increased to match inflation. Mr. Olson replied that the contractor may be open to the change; however, the terms of the contract may change. He noted that the agency was comfortable with the proposed 2% allocation because it aligns with similar contract allocations. He added that inflation changes are volatile. Larry Marinesi, Chief Financial Officer explained that he was supportive of the total split on the gross basis, having a MAG allows the agency to have stability in case of a financial crisis and would still provide a consistent source of revenue. Ms. Cooney asked what the standard increase in inflation is for the agency. Mr. Marinesi confirmed that the percentage ranged from an overall 2% to 3%. Board Member Elo-Rivera clarified that he was more so concerned that the base revenue became less valuable over time by not allocating inflationary costs. Ms. Cooney referenced an example from the past that the agency experienced and noted that the allocated 2% stabilized the agency's revenue in that time when advertisement revenue was nonexistent. Board Member Elo-Rivera clarified that staff was willing to compromise potential gains in terms of inflationary growth for the stability of the base and 2% proposed allocation. Ms. Cooney noted that the CFO was looking at the gross overall picture.

Board Member Sandke added that the inflation will also affect the rate to charge for advertising and was comfortable with the staff recommendation. He also asked about alcohol advertising and waiving the policy prohibition. He asked if the vendor would be interested in a maximum percentage of alcohol advertising, in conjunction with other types of advertisements. Mr. Olson replied that Big Outdoor would be open to having a maximum cap restriction. Mr. Tagliaferri confirmed that the company was willing to have a monthly percentage cap. He also noted that the alcoholic content does have regulatory restrictions with the allowable content advertisement type. Board Member Sandke encouraged the continued conversation in negotiations.

Board Member Whitburn thanked staff and Big Outdoor for working with his office on the issue over the course of the year. He noted his priority in protecting residential interests, which this project will have minimal impacts to. He asked Mr. Tagliaferri about the downward facing design of the LED lighting and its purpose. Mr. Tagliaferri replied that lighting is intended to illuminate the street and will automatically adjust with time of day and weather needs. He also added that the sign brightness will be adjusted with MTS staff to not emit an unnecessary and imposing amount of lighting. He listed various community stakeholders that were in support of the advertisement fixture.

Board Member Goble expressed excitement for the project because there are various MTS properties where similar projects can be implemented. He asked what would happen if the company is bought out for another entity and asked if the agency had the ability to decide the approval of the assignment to a future controlling interest. Ms. Landers clarified that any assignment of a contract would require MTS's approval. She explained that the agency would only see concern if another company or subcontractor does not have the proper qualifications and experience to meet the obligations of the contract. If the entirety of the company is sold to another company, MTS has a lesser ability to object than an assignment. Board Member Goble clarified that the agency does have the ability to approve or deny a contract. Ms. Landers confirmed. Board Member Goble compared the contract to a ground lease or a concession and is less concerned about alcohol advertising and raised concerns about MTS images in relation to alcohol advertisements and agreed that he would like to see a maximum alcohol rate.

Chair Fletcher asked if a 50% cap causes any concerns to the underlying structure of the deal. Mr. Tagliaferri and Mr. Olson replied that it did not. Chair Fletcher added that the agency needed to revisit the overall advertisement policies surrounding alcohol since the agency is losing money across the system by having restrictive limitations.

Board Member Gastil added that Lemon Grove adopted a digital sign visible from the freeway that is popular and received positive responses. He added that the Board should also think about what type of advertisements the agency should encourage, such as Comic Con to promote more transit use. He was concerned on the visibility of alcohol.

Board Member Moreno commended staff on securing new revenue. She stated that she did not agree the agency presented sufficient facts to make a proper determination that the project is exempt from CEQA and will be voting no on the motion.

Action Taken

Board Member Whitburn moved to 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2702.0-23 (in substantially the same format as Attachment A) with Big Outdoor Investments, LLC, a Texas limited liability company (Big Outdoor) for a license agreement to construct and operate a digital information board at the Gaslamp Trolley Station ("Project") for a base period of 20 years and two (2) five (5)-year options; 2) Waive the prohibition on alcohol advertising in MTS Board Policy 21.3(j) as it relates to this Project only; 3) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and 4) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25. 5) Including a 50% limitation on alcohol advertisement. Chair Fletcher seconded the motion, and the vote was 12-1

in favor with Board Member Moreno opposed, and Board Member Galvez and Board Member Frank absent.

REPORT ITEMS:

45. Operations Budget Status Report for October 2022 (Larry Marinesi)

The Board waived this staff report.

Action Taken

No action taken. Informational item only.

46. Ferry Service Update (Sharon Cooney)

Ms. Cooney provided an update on Ferry Service. She outlined the ferry service routes, service funding, operational history, commute trends and contract holder.

Board Member Sandke acknowledged that the ferry public provider expressed an interest in providing service to the Chula Vista region. He noted issues related to free right of way, grant funding eligibility (funding available only to public agencies), and the VMT reduction. He expressed his belief that waterway transportation is a regional solution for the inter-downtown area. He also advocated for a North Island connection.

Chair Fletcher agreed that the ferry is an opportunity to expand transportation in the region and is eager to see what potential options there are to create an available and accessible service.

Action Taken

No action taken. Informational item only.

OTHER ITEMS:

60. Chair Report

Chair Fletcher thanked the Board for the time and energy invested into the system. He acknowledged the pandemic and ridership challenges and commended the Board in navigating through difficult times. He acknowledged special recognition to Board members who will no longer serve on the Board: Mayor Salas, Mayor Alejandra Sotelo-Solis, Councilmember Galvez and Councilmember Sandke. On behalf of the Board and staff he commended the members for their service to the agency.

Board Member Salas expressed her appreciation for staff, Board Members and commended the quality dedication to public service. She proceeded to individually thank Board members.

61. Chief Executive Officer's Report

There was no Chief Executive Officer's Report.

63. Additional Public Comments on Items Not on the Agenda

Jose Puga - Submitted a written public comment to the Board after the meeting on December 28, 202. The written comment is provided in the [December 08, 2022 Final Meeting Packet](#).

64. Next Meeting Date

The next regularly scheduled Board meeting is January 26, 2023 at 9:00am.

65. Adjournment

The meeting was adjourned at 12:04pm.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

Filed by:

Approved as to form:

/S/ Dalia Gonzalez

Clerk of the Board

San Diego Metropolitan Transit System

/S/ Karen Landers

General Counsel

San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE):	<u>December 8, 2022</u>	CALL TO ORDER (TIME):	<u>9:05am</u>
RECESS:		RECONVENE:	
CLOSED SESSION:	<u>9:19am</u>	RECONVENE:	<u>10:03am</u>
PUBLIC HEARING:	<u>10:04am</u>	RECONVENE:	<u>10:44am</u>
ORDINANCES ADOPTED:	<u>9:17am</u>	ADJOURN:	<u>12:04pm</u>

REPRESENTING	BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
County of San Diego (Chair)	FLETCHER	<input checked="" type="checkbox"/>	(Vargas)	<input type="checkbox"/>	9:05am	12:04pm
City of National City (Vice Chair)	SOTELO-SOLIS	<input checked="" type="checkbox"/>	(Bush)	<input type="checkbox"/>	9:05am	12:04pm
City of Chula Vista (Chair Pro Tem)	SALAS	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:05am	12:04pm
City of Chula Vista	GALVEZ	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:05am	11:32am
City of Coronado	SANDKE	<input checked="" type="checkbox"/>	(Donovan)	<input type="checkbox"/>	9:05am	12:04pm
City of El Cajon	GOBLE	<input checked="" type="checkbox"/>	(Ortiz)	<input type="checkbox"/>	9:05am	12:04pm
City of Imperial Beach	AGUIRRE	<input checked="" type="checkbox"/>	(Leyba- Gonzalez)	<input type="checkbox"/>	9:05am	12:04pm
City of La Mesa	SHU	<input checked="" type="checkbox"/>	(Arapostathis)	<input type="checkbox"/>	9:05am	12:04pm
City of Lemon Grove	GASTIL	<input checked="" type="checkbox"/>	(Mendoza)	<input type="checkbox"/>	9:05am	12:04pm
City of Poway	FRANK	<input checked="" type="checkbox"/>	(Mullin)	<input type="checkbox"/>	9:05am	11:45am
City of San Diego	ELO-RIVERA	<input checked="" type="checkbox"/>	(LaCava)	<input type="checkbox"/>	9:05am	12:04pm
City of San Diego	GLORIA	<input type="checkbox"/>	(Whitburn)	<input checked="" type="checkbox"/>	9:05am	12:04pm
City of San Diego	MONTGOMERY STEPPE	<input checked="" type="checkbox"/>	(Von Wilpert)	<input type="checkbox"/>	9:05am	12:04pm
City of San Diego	MORENO	<input checked="" type="checkbox"/>	(Campillo)	<input type="checkbox"/>	9:05am	12:04pm
City of Santee	HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:05am	12:04pm

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez



Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

In-Plant Bus Inspections, Pre-Award and Post Delivery Buy America Audits – 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. B0752.0-23 (in substantially the same format as Attachment A) with TRC Engineering Services, LLC (TRC), for the provision of In-Plant Bus Inspections, Pre-Award and Post Delivery Buy America Audits, for both Battery Electric and Compressed Natural Gas (CNG) powered buses for a period of five (5) years, in the amount of \$599,757.00.

Budget Impact

The total cost of this contract is estimated to be \$599,757.00. The project will be funded by MTS Capital Improvement Project 100117401 Bus Procurement FY 23.

DISCUSSION:

MTS needs a contractor to provide quality assurance during manufacturing, and Federal Transit Administration (FTA) required inspection services for all MTS bus builds over five years.

The consultant will assist MTS with the in-plant bus construction inspections at all assembly plants, pre-production and post-production inspections, including pre and post-Buy America compliance, and Federal Motor Vehicle Safety Standards compliance certification.

On August 17, 2022, MTS issued a Request for Proposals (RFP) for In-Plant Bus Inspections, Pre-Award and Post Delivery Buy America Audits.

Two (2) proposals were received from:

Firm	DBE (Disadvantaged Business Enterprise) or other Certification
Elite Inspections, LLC	None
TRC Engineering Services, LLC	None



An evaluation committee consisting of MTS Bus Maintenance and Finance staff met and scored the proposals based on the following technical and cost criteria:

- | | |
|--|-----|
| 1. Qualifications of the Firm or Individual | 20% |
| 2. Staffing, Organization, and Management Plan | 25% |
| 3. Work Plan | 25% |
| 4. Cost | 30% |
| Total 100% | |

The following table represents the proposer's scores and rankings following the initial evaluations:

Proposer	Technical Score	Cost Score	Total	Ranking
TRC	65.33	30.00	95.33	1
Elite Inspections	38.67	N/A	N/A	2

Elite Inspections did not fully complete the cost proposal, submitting inspections for only 40-foot buses built by New Flyer out of the Anniston Alabama facility, and not all other bus sizes or manufacturing facilities. Therefore, although the technical proposal was evaluated, the incomplete cost proposal was not used to calculate the overall cost score as it was not an appropriate comparison to competitors.

TRC's initial cost was \$618,847.00 for all inspections and required audits. After the initial review, the evaluation team determined it would be in the best interest of MTS to obtain clarifications on the audit costs and requested a revised proposal from TRC.

A revised proposal was received on October 28, 2022 for \$599,757.00, a difference of \$19,090.00 from the initial proposal.

Comparing the revised costs to MTS's Independent Cost Estimate (ICE) at \$611,507.55, MTS saves \$11,750.55 or 1.92% over 5 years, a cost that staff deems to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0752.0-23 (in substantially the same format as Attachment A) with TRC, for the provision of In-Plant Bus Inspections, Pre-Award and Post Delivery Buy America Audits, for both Battery Electric and CNG powered buses for a period of five (5) years, in the amount of \$599,757.00.

/s/ Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. B0752.0-23
B. Cost Form
C. Scope of Work



Metropolitan Transit System

STANDARD AGREEMENT FOR

MTS DOC. NO. B0752.0-23

IN-PLANT BUS INSPECTIONS, PRE-AWARD AND POST DELIVERY BUY AMERICA AUDITS

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: TRC Engineering Services, LLC Address: 10 Windsormere Way - Suite 400
Oviedo, FL 32765 23320
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: trc@transitresourcecenter.com
 Telephone: 407.977.4500
 Authorized person to sign contracts Edward W. Pigman 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 five (5) years effective March 1, 2023 through February 29, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$599,757.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	TRANSIT RESOURCE CENTER
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



REVISED PROPOSAL				
CONTRACTOR NAME: TRC ENGINEERING SERVICES, LLC				
YEAR #1 (2023)				
Item Description	Quantity	Unit Of Measure	Unit Price	Total
30 28 x Newflyer 40 FT CNG Bus	28	Bus	\$ 897.00	\$ 25,116.00
14 13 x Newflyer 40 FT BEB Bus	13	Bus	\$ 897.00	\$ 11,661.00
0 x Newflyer 60 FT CNG Bus	N/A	Bus		
0 x Newflyer 60 FT BEB Bus	N/A	Bus		
38 x Mini-bus (unknown builder)	38	Bus	\$ 503.00	\$ 19,114.00
0 x Starcraft Paratransit bus	N/A	Bus		
Total Year One			\$	55,891.00
YEAR #2 (2024)				
Item Description	Quantity	Unit Of Measure	Unit Price	Total
28 x Newflyer 40 FT CNG Bus	28	Bus	\$ 964.00	\$ 26,992.00
10 x Newflyer 40 FT BEB Bus	10	Bus	\$ 964.00	\$ 9,640.00
0 x Newflyer 60 FT CNG Bus	N/A	Bus		
0 x Newflyer 60 FT BEB Bus	N/A	Bus		
0 x Mini-bus (unknown builder)	N/A	Bus		
15 x Starcraft Paratransit bus	15	Bus	\$ 425.00	\$ 6,375.00
Total Year Two			\$	43,007.00
YEAR #3 (2025)				
Item Description	Quantity	Unit Of Measure	Unit Price	Total
37 x Newflyer 40 FT CNG Bus	37	Bus	\$ 1,036.00	\$ 38,332.00
13 x Newflyer 40 FT BEB Bus	13	Bus	\$ 1,036.00	\$ 13,468.00
20 21 x Newflyer 60 FT CNG Bus	21	Bus	\$ 1,216.00	\$ 25,536.00
0 8 x Newflyer 60 FT BEB Bus	8	Bus	\$ 1,216.00	\$ 9,728.00
0 x Mini-bus (unknown builder)	N/A	Bus		
15 x Starcraft Paratransit bus	15	Bus	\$ 433.00	\$ 6,495.00
Total Year Three			\$	83,831.00
YEAR #4 (2026)				
Item Description	Quantity	Unit Of Measure	Unit Price	Total
22 x Newflyer 40 FT CNG Bus	22	Bus	\$ 1,113.00	\$ 24,486.00
25 options x Newflyer 40 FT CNG Bus	25	Bus	\$ 1,113.00	\$ 27,825.00
28 x Newflyer 40 FT BEB Bus	28	Bus	\$ 1,113.00	\$ 31,164.00
25 options x Newflyer 40 FT BEB Bus	25	Bus	\$ 1,113.00	\$ 27,825.00
0 9 x Newflyer 60 FT CNG Bus	9	Bus	\$ 1,307.00	\$ 11,763.00
20 options x Newflyer 60 FT CNG Bus	20	Bus	\$ 1,307.00	\$ 26,140.00
0 9 x Newflyer 60 FT BEB Bus	9	Bus	\$ 1,307.00	\$ 11,763.00
20 options x Newflyer 60 FT CNG BEB Bu	20	Bus	\$ 1,307.00	\$ 26,140.00
0 x Mini-bus (unknown builder)	N/A	Bus		
15 x Starcraft Paratransit bus	15	Bus	\$ 441.00	\$ 6,615.00
Total Year Four			\$	193,721.00

REVISED PROPOSAL				
CONTRACTOR NAME: TRC ENGINEERING SERVICES, LLC				
YEAR #5 (2027)				
Item Description	Quantity	Unit Of Measure	Unit Price	Total
23 x Newflyer 40 FT CNG Bus	23	Bus	\$ 1,196.00	\$ 27,508.00
25 options x Newflyer 40 FT CNG Bus	25	Bus	\$ 1,196.00	\$ 29,900.00
27 x Newflyer 40 FT BEB Bus	27	Bus	\$ 1,196.00	\$ 32,292.00
25 options x Newflyer 40 FT BEB Bus	25	Bus	\$ 1,196.00	\$ 29,900.00
8 0 x Newflyer 60 FT CNG Bus	N/A	Bus		
20 options x Newflyer 60 FT CNG Bus	20	Bus	\$ 1,372.00	\$ 27,440.00
9 17 x Newflyer 40 FT BEB Bus	17	Bus	\$ 1,196.00	\$ 20,332.00
20 options x Newflyer 60 FT CNG BEB Bu	20	Bus	\$ 1,372.00	\$ 27,440.00
0 x Mini-bus (unknown builder)	N/A	Bus		
15 x Starcraft Paratransit bus	15	Bus	\$ 489.00	\$ 7,335.00
Total Year Five			\$	202,147.00
Description	Est. Qty	Unit Price	Total	
40 FT CNG <u>Pre-Award Audits</u> (during 5 years term)	7	\$ 460.00	\$ 3,220.00	
40 FT CNG <u>Post-Delivery Audits</u> (during 5 years term)	7	\$ 460.00	\$ 3,220.00	
40 FT BEB <u>Pre-Award Audits</u> (during 5 years term)	7	\$ 460.00	\$ 3,220.00	
40 FT BEB <u>Post-Delivery Audits</u> (during 5 years term)	7	\$ 460.00	\$ 3,220.00	
60 FT CNG <u>Pre-Award Audits</u> (during 5 years term)	4	\$ 460.00	\$ 1,840.00	
60 FT CNG <u>Post-Delivery Audits</u> (during 5 years term)	4	\$ 460.00	\$ 1,840.00	
60 FT BEB <u>Pre-Award Audits</u> (during 5 years term)	5	\$ 460.00	\$ 2,300.00	
60 FT BEB <u>Post-Delivery Audits</u> (during 5 years term)	5	\$ 460.00	\$ 2,300.00	
Total Pre-Award and Post Delivery Audits			\$	21,160.00
Overall Cost Proposal for all 5 years:			\$	599,757.00
Signifies Options				
Signifies N/A for that line				

These quantities are for proposal purposes. They are merely estimates and the number may be more or less than indicated. Selected Contractor shall invoice based on actuals.

The selected Contractor must email all Pre-Award and Post-Delivery audit reports to both the MTS Project Manager and MTS Procurement Department. MTS expects that the selected firm will follow FTA's guidance on Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements.

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The San Diego Metropolitan Transit System (MTS) has the following existing contracts:

1. New Flyer of America, Inc:
 - A. Purchase of up to one-hundred and eighty-eight (188) 40' Low Floor CNG transit buses
 - B. Purchase of up to one-hundred and forty-one (141) 40' Low Floor BEB transit buses
 - C. Purchase of up to seventy (70) 60' Low Floor CNG Articulated transit buses
 - D. Purchase of up to seventy-four (74) 60' Low Floor BEB Articulated transit buses
 - E. Built at the New Flyer manufacturing plant at 6200 Glenn Carlson Drive, St. Cloud, MN 56301, **or** at the New Flyer plant at 106 National Drive, Anniston AL 36207.

In addition to these executed contracts, MTS will be replacing a portion of the Mini-bus fleet as well as the Paratransit fleet currently used in operations within the same production period of five (5) years.

2. Mini-bus replacement:
 - A. For thirty-eight (38) buses
 - B. Manufacturing facility current unknown.
3. Paratransit bus:
 - A. For sixty (60) buses
 - B. Will be built at the Starcraft Bus manufacturing plant at 2367 Century Drive Goshen, IN 45628.

MTS is looking for a Contractor to provide manufacturing quality assurance and inspection services for the aforementioned builds of all MTS buses over the next five (5) years effective March 1, 2023.

1.2. COST PROPOSAL FORM (ATTACHMENT 1)

Proposer shall submit pricing for all the work described in the Scope of Work. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost "PER BUS".

The "PER BUS" price shall be inclusive of all costs or expenses including but not limited to: related labor, travel, tools, equipment, personnel protective gear, insurance, and other related expenses, including the electronic finished reports. MTS reserves the right to reduce or increase the quantity of buses to be inspected in the event that circumstance arise that require MTS to modify the planned production numbers.

Estimated quantities are for proposal purposes only. They represent what MTS/SDTC anticipates as a requirement, but MTS/SDTC does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the pricing form, and it is dictated by MTS/SDTC's actual requirements and the available funding at the time each order is initiated.

1.3. GENERAL INFORMATION

The Contractor shall supply full time on-site inspectors dedicated to the MTS buses (Inspectors shall exclusively inspect MTS buses only at any time MTS buses are being assembled) during the assembly and testing at the above mentioned manufacturing plants. The Contractor's "Project Manager" shall oversee all builds, and shall visit the plants during the production of lead buses and at any time during the builds deemed necessary by the individual inspectors or the MTS Project Manager.

The inspection services for these builds shall include three (3) pieces of work for each build that will comprise the "inspection" scope of work. The three (3) pieces of work as described in detail below are:

1. The In-Plant Inspections at all assembly plants;
2. Post-Production Inspections;
3. Pre-Delivery Inspections at all plants, including:
 - a. Pre-Award Audits including submitting the three certifications and supporting documents for Pre-Award Buy America Certification; Pre-Award Purchaser's Requirements Certification; and Pre-Award Certification of Compliance with Federal Motor Vehicle Safety Standards (FMVSS).
 - b. Post-Delivery Audit including submitting supporting documents for the post-delivery phase that includes the three certifications and supporting documentation for Post-Delivery Buy America Certification; Post-Delivery Purchaser's Requirements Certification; and Post-Delivery Certification of FMVSS Compliance.

In-Plant Inspections and Pre-Delivery Inspections shall be performed by a fulltime dedicated inspector for MTS buses only. Said inspector shall not be involved in performing inspection services for another transit agency while performing this work. The expectation is that the inspector will be present at the factory every construction date throughout the construction phase.

Contractor shall notify MTS within 30 days in the event that the Contractor's key staff changes. Contractor shall provide resumes and experience of the proposed replacement/new staff to MTS for its review and approval before making any changes.

1.4. CONTRACTOR/INSPECTOR RESPONSIBILITIES

This work consists of thorough inspection of vehicles, product quality assurance, audit and certifications required by FTA Buy America regulations pertaining to rolling stock purchases. MTS considers the Contractor's ability to plan, communicate and execute this service as a critical element of the bus procurement process.

The Contractor shall be thoroughly knowledgeable of the following references as they pertain to the service requirements and its implications under the agreement:

1. Code of Federal Regulations (CFR)
2. 49 CFR 661 Buy America
3. 49 CFR 668 Pre-Award and Post Delivery Audits of Rolling Stock purchases
4. 49 CFR 668 Bus Testing
5. United States Code (USC) 49 USC 5323 (j) Buy America
6. Federal Acquisitions Regulations

7. FTA Master Agreement
8. FTA Circular 4220.1F
9. FTA Circular 5000 Grants Management
10. FTA Handbook Conducting Pre and Post-Delivery Audits
11. FTA Best Practices Procurement Manual to include Buy America Certification, Buy America and Buy America Requirements.
12. The Contractor should also be familiar with and ensure the vehicles are in compliance with all applicable standards set forth in 49 CFR, Part 571 – Federal Motor Vehicle Safety Standards.

The role of the inspectors will be to act as an agent of the MTS. The inspectors will be expected to comply with direction and guidelines as required in relation to the contracted inspection and quality assurance task.

1.5. MANUFACTURING PHASE

1. The Contractor shall be on site at the manufacturer's location during all phases of manufacture, unless otherwise instructed by the MTS in writing.
2. The Contractor shall provide continuity of inspectors during each vehicle acquisition for MTS. It is crucial that the Contractor maintain continuity of personnel to assure smooth manufacture and quality control.
3. The Contractor shall ensure sufficient staffing on site based on the production schedules and quantity of buses to ensure expedited production. Inspection delays cannot be allowed to slow down the manufacturing process, except for documented quality problems.
4. On-site inspectors shall be available during all normal work hours of the manufacturer.
5. Inspectors shall work cooperatively with manufacturers and the MTS representatives. The expected result is a high quality transit vehicle completed on schedule, and in conformance with Federal, State & local specifications, with minimal changes in configuration during manufacture.
6. The Contractor shall designate a project "Team Leader" (in the event more than one inspector is assigned to a project). This person shall be the primary point of contact for the MTS staff, and shall be the direct liaison with the manufacturer's personnel, and the only person delegated to make "stop work" or "stop ship" decisions on behalf of the MTS, based on pre-agreed criteria. The MTS shall similarly appoint a single point of contact.
7. The Contractor shall provide daily and weekly summary reports by e-mail or facsimile to the designated MTS Project Manager. The written reports will include, at a minimum, the following items:
 - A. Production progress during the period.
 - B. Production schedule.
 - C. Vehicle shipment status.
 - D. Production line movement identified by stage and MTS vehicle numbers.
 - E. Specific problems encountered during the period.
 - F. Status of problems/issues reported during the previous reporting periods.
 - G. Recommended solutions to problems/issues reported.
 - H. Request for input from the MTS to make a decision or support the Contractor's position.
 - I. General comments.

8. The Contractor shall ensure that the manufacture of the vehicles is in a manner consistent with all 49 CFR Part 571 & California State regulations (Title 13 CCR and specifications; as well as MTS specifications (incorporating any approved changes).
9. The Contractor's Project Manager or designee shall meet with the MTS Project Manager at the end of production of the First Article, to conduct a configuration audit and complete inspection on the First Article buses.
10. The Contractor shall inspect and certify that each bus complies with MTS configuration requirements, as approved with the first article.
11. Contractor shall maintain and distribute meeting minutes for any formal meeting held with the manufacturer and/or the MTS.
12. Except for those differences among vehicles in a single order that might be required for in the specifications, the Contractor shall ensure that all transit vehicles manufactured are identical and interchangeable.
13. During the production of the first buses, the production line shall be thoroughly evaluated for its conformity to the agreements set forth during the initial audit process. This shall include compliance to the quality assurance program, testing requirements, documentation of certification testing, including but not limited to fastener testing, steel treatment, torque wrench calibration, welding testing (ultra sound and die penetrant testing), paint adhesion testing, paint thickness testing, electrical wiring and component ratings, etc.
14. All final operating tests shall be checked during the final buy-off stage to help ensure that all of the appropriate testing has been completed. If the tests fail to meet the standard of the technical specifications, the Contractor shall develop a list that will be forwarded to the manufacturer requesting adjustments in the process. The intent of the process is to identify any issues with construction early in the build so any required modification can be applied during the appropriate manufacturing phases.
15. As part of the final inspection phase, the Contractor shall perform a road test, riding each bus and listening for abnormal power train noises, interior rattles, and observing for proper shift points, acceleration, braking performance, ride quality, technical specification compliance and appropriate functioning of other bus systems.
16. Upon completion of manufacture of each unit, the Contractor shall perform a full acceptance test at the manufacturer's location prior to shipment to the MTS. Any defects noted shall be made known to the manufacturer and tracked for correction prior to shipment to the MTS. Upon approval for shipment by the Contractor, the Contractor shall transmit a copy of the inspection sheet to the MTS for each vehicle as quickly as practical to expedite final acceptance at the MTS. Contractor shall not allow the manufacturer to ship any vehicle that has not successfully passed this inspection, unless approved in writing by the MTS.
17. Specific emphasis shall be placed on the undercarriage, electrical installation, brakes, wheelchair ramp/lift, air conditioning, differential, and interior seating. It cannot be over-emphasized that the production line is the critical point for identification and documentation of non-compliant matters and to clarify and resolve noted discrepancies and issues to include:
 - A. QC production procedures.
 - B. Weld integration (Zyglow, ultrasound test methods, etc.).
 - C. Frame undercoating thickness.
 - D. Sheet metal application, fit and finish, sidewall trueness as well as sheet metal quality.

- E. Paint adherence pull test and thickness tests.
 - F. Paint Quality (orange peel, fish eye, sagging, and dirt)
 - G. Electrical component ratings and proper grounding.
 - H. Proper clamping, routing and spacing of air, coolant and/or hydraulic lines from making contact with other components.
 - I. Proper clamping, routing and spacing of electrical wire harnesses from making contact with other components.
 - J. Etc.
18. The Contractor shall be responsible for providing at a minimum, the following (*as applicable*) with each individual bus record:
- A. Inspection Report verifying conformity to all specifications.
 - B. Methane Detection System Test.
 - C. Fire Suppression System Test
 - D. Water test certification
 - E. Front end alignment and steering stop adjustment certification.
 - F. Articulating Joint Certificate of Testing (if applicable)
 - G. "Completed Bus" inspection document.
 - H. Copy of defects and corrections noted during bus inspection.
 - I. VIN number (copy of bus data plate)
 - J. Manufacturer inspection records
 - K. Certificate of Origin
 - L. Weight slip (curb weight)
 - M. Contractor's inspection documents
 - N. Final factory bus inspection Report
 - O. Road Test function Report to include:
 - P. Acceleration test
 - Q. Top Speed Test
 - R. Service Brake Test
 - S. Brake Interlock Test
 - T. Parking Brake Test
 - U. Turning Effort Test
 - V. Turning Radius Test
 - W. Shift Quality
 - X. Retarder Deceleration Test
 - Y. During the road test, vehicles shall be taken to a weigh station to record the vehicle's front axle weight; center axle weight (if applicable); rear axle weight and total vehicle (curb) weight.
19. A list of major component serial numbers shall be documented for each bus; at a minimum the following components shall be listed:
- A. Engine
 - B. Transmission
 - C. Alternator
 - D. Starter
 - E. Front, Center (if applicable) & Rear Axles
 - F. CNG Tanks
 - G. Tires
 - H. HVAC Unit
 - I. AC Compressor
 - J. Drive Axle
 - K. Power Steering Unit

- L. Air Compressor
 - M. Engine Cooling System (EMP)
 - N. All other components that the manufacturer will require in order to process warranty claims.
20. The Contractor shall be responsible for providing at a minimum, the following (*as applicable*) with each separate bus build:
- A. A copy of the Pre-Award and Post-Delivery manufacturer's self-certification of compliance with the Federal Motor Vehicle Safety Standards (FMVSS) stating that the bus manufactured meets the requirements of those standards (49 CFR, Sec. 663.41).
 - B. A Post-Delivery Audit. The Contractor shall certify that the each bus was built to the specified FTA requirements/specifications and MTS configuration in accordance with 49 CFR, Sections, 663.33, 663.35, 663.37 & 663.39.
21. The Contractor is not responsible for final acceptance inspection upon delivery to the MTS. This task shall be performed by the MTS personnel.

1.6. POST PRODUCTION ACTIVITIES

The Inspectors shall provide final written documentation to the MTS summarizing the production processes and issues supplemented for each bus; and copies of the inspection write-ups of each vehicle inspected.

In addition to the bus production documents, and Road Test Sheets, all memoranda and QA correspondence will be stored and chronologically organized and provided in the final production report.

All final written documentation to include, but not limited to, the production process, issues supplemented for each bus, inspection write-ups, Road Test Sheets, all memoranda and QA correspondence shall also be provided on electronic media.

1.7. FINAL REPORTS AND DOCUMENTATION

All reports and documentation shall be received by MTS no later than forty-five (45) days from the date of the delivery of the last bus to MTS of each independent build.

The reports delivered shall be reasonably free from errors, particularly critical errors such as VIN, Vehicle Number, and other critical data reflecting the specific nature of these reports. If errors are discovered, the Contractor may be asked to make corrections and will be required to submit the corrected page(s) where the error was identified within one week of being notified by MTS staff. Corrected pages will be provided in PDF format and electronic delivery (email) clearly indicating which file, document, and respective page number the corrected page(s) is meant to replace.

Contractor must submit all reports electronically to the MTS Project Manager, and MTS Procurement Department. The contact information will be provided upon award.

1.8. INVOICES/PAYMENT

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

MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. **Advanced Payment is Not Allowable.**

Full compensation for the work involved as specified in the Scope of Work, and as directed by the MTS Project Manager, shall be considered as included in the price paid for all contract work completed according to the scope of work. Invoices should be submitted after proper performance of services, up to and including submittal of all required documentation.

The final invoice will not be paid until MTS acceptance of the final reports from the Contractor. Final reports are defined as the documentation "Accepted" by the MTS Project Manager after review and confirmation that the documentation is free from critical errors, omissions, incompleteness, or otherwise unacceptable quality. MTS, in good faith, will review final reports in an expeditious manner.

The Contractor shall invoice MTS monthly for all work completed. All invoices must always include the following:

1. Cost breakdown and description of services (bus size and type/facility, bus series number, date of service, etc.);
2. The rate per bus unit, which should not be in excess of the rate(s) under this contract;
3. Reference the MTS Contract/PO number.

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



Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Existing Cell Tower – Ground Lease Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to approve the Amended and Restated Ground Lease Agreement (Lease) for an existing cellular communication tower on SD&AE property.

Budget Impact

\$191,128.89 in revenue to MTS for Lease initial term from 2023-2027.

DISCUSSION:

On August 13, 1993, San Diego & Arizona Eastern and Pactel Cellular entered into a 25-year Ground Lease (MTS Document Number S200-94-903), which allowed Pactel Cellular to erect one cellular communication tower on APN 487-780-37-00. The tower is adjacent to the MTS Orange and Green trolley lines southwest of Hill Street in the City of El Cajon. The initial Ground Lease term expired in 2018 and American Tower, a sublessee with limited power of attorney, requested a renewal of the Lease. MTS staff commissioned an appraisal update of the site valuing the monthly rent at \$3,000 with a 3% annual escalation. The initial term of the Lease is from 2023-2027 with five, five-year extensions. If all extensions are exercised, the final year of the Lease would be 2052.

The Leased Area (Exhibit “A”) is approximately 1,400 square feet between the MTS Trolley Right-of-Way, a Trolley Substation, and the SD&AE property line. Due to the proximity of these geographic limitations, further development of the Lease area is precluded. A review of Surplus Land Act requirements concluded that this lease is outside of the Surplus Land Act requirements. The Surplus Land Act Guidelines, Section 102 (h) excludes leases under which “no development or demolition will occur”. Per the terms of the Lease, MTS retains approval authority of any changes, including development or demolition, of the Leased Area.

The Lessee is allowed to perform basic tenant improvements (addition, removal, or modification of existing communication equipment on the tower) with a work plan approved by MTS.



Guidance issued by the California Department of Housing and Community Development (HCD) states that tenant improvements and minor maintenance under a lease of existing facilities is not “development” and would not trigger the Surplus Land Act procedures.

MTS staff recommends that the MTS Board of Directors authorize the CEO to approve the Lease (Exhibit “B”) for an existing cellular communication tower on SD&AE property.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Leased Area
B. Amended and Restated Ground Lease Agreement

EXHIBIT "A"

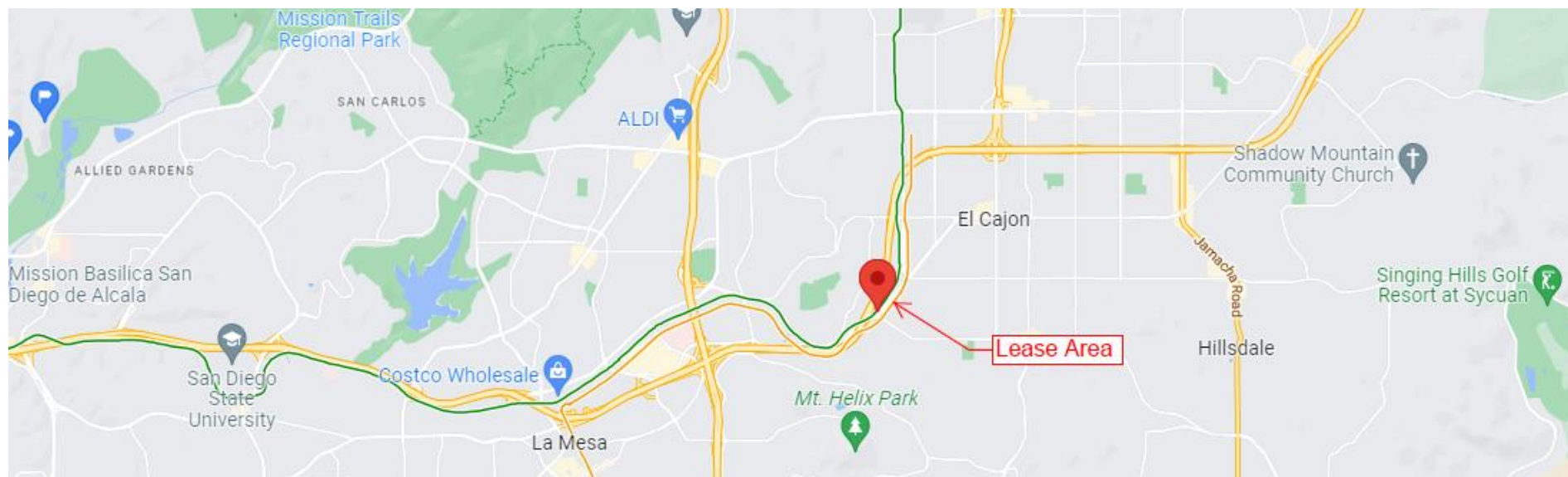


EXHIBIT "A"



AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT (this “Lease”) is made as of the date of the final signature below, by and between SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY, a Nevada non-profit corporation, a wholly owned subsidiary of the San Diego Metropolitan Transit System (“MTS”), who is its sole member (the “Lessor”) and Cellco Partnership d/b/a Verizon Wireless (the “Lessee”).

WHEREAS, Lessor owns that certain property located at APN 487-780-37-00 on Hill Street in the City of El Cajon, County of San Diego, State of California, described in **Exhibit “A”** attached hereto (the “Lessor’s Property”); and

WHEREAS, Lessor and Pactel Cellular, a California corporation (the “Original Lessee”) entered into that certain Ground Lease Agreement dated August 13, 1993, and as amended (the “Original Lease”) (MTS Doc. No. S200-94-903) whereby Lessor leased to Original Lessee a portion of lessor’s property, together with access and utility rights; and

WHEREAS, Lessee is currently lessee under the Original Lease, which remains in full force and effect through the Effective Date of this Lease, as ultimate successor in interest to the Original Lessee; and

WHEREAS, Lessee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with California Tower, Inc., a Delaware corporation and/or its parents, affiliates and subsidiaries (“American Tower”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises (as defined herein), all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the “**POA**”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to amend the Original Lease by deleting it in its entirety and restating the Original Lease as provided for in this Lease.

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

1. **Definitions.**

“**Approvals**” means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises (as defined herein).

“**Commencement Date**” means the date of the final signature below.

“Defaulting Party” means the party to this Lease that has defaulted as provided for in Section 25 of this Lease.

“Easements” has the meanings set forth in Section 5 of this Lease.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including a single communications equipment building, a monopole cellular tower with supporting equipment, and other related improvements and structures and uses incidental thereto. A site plan of the existing Improvements is attached here to as **Exhibit “B”**.

“Initial Term” means a period of time commencing on the Commencement Date and expiring on October 31, 2027.

“Lease” means this Amended and Restated Ground Lease Agreement.

“Lease Term” means the Initial Term and any Renewal Terms.

“Leased Premises” means that portion of Lessor’s Property consisting of a parcel of approximately one thousand five hundred (1,500) square feet as described in the sketch attached hereto as **Exhibit “B”**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 5.

“Lessee’s Notice Address” means:

Lessee: Verizon Wireless
Attn.: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

with copy to: California Tower, Inc.

ATC Site No: 300627
PV Code 111 / VzW Contract No: 34148
Site Name: El Cajon MTDB

Attn.: Land Management
10 Presidential Way
Woburn, MA 01801

also with copy to: California Tower, Inc.
Attn.: Legal Dept.
116 Huntington Avenue,
Boston, MA 02116

“Lessor’s Notice Address” means:

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

“Lessor’s Property” means the parcel of land located in the City of El Cajon, County of San Diego, State of California, as further described in **Exhibit “A”** attached hereto.

“Non-Defaulting Party” means the party to this Lease that has not defaulted as provided for in Section 25 of this Lease.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) per year to be paid in equal monthly installments of Three Thousand and No/100 Dollars (\$3,000.00). On the first anniversary of the Commencement Date, and every year thereafter (the “Adjustment Date”), the Rent shall increase by three percent (3%) of the most recent past Rent amount.

2. **Lessor’s Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits, at Lessee’s sole cost and expense. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide, subject to Lessee paying any reasonable costs relate to Lessor’s review, approval or other requested actions (all in house fees of Lessee shall be waived). Lessor agrees that it shall review, approve, execute, and take the requested action required for obtaining Approvals within thirty (30) days after having received a request for review, approval, execution, or other requested action from Lessee. If Lessor fails to approve or disapprove such a request

within thirty (30) days, such request shall be deemed approved. Lessor shall not knowingly do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

3. **Lease Term.** Effective as of the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. In addition to the Initial Term, the term of this Lease shall automatically be extended for five (5) successive five (5) year Renewal Terms, unless Lessee notifies Lessor of its intention not to renew at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.

4. **Rent.** The parties hereby acknowledge that Lessee shall continue to pay, and Lessor shall continue to receive, all rent payments owed pursuant to the Original Lease through the Commencement Date. As of the Commencement Date Rent shall be, as defined above, for the Leased Premises. With the exception of the initial payment of Rent, Lessee shall pay said Rent in advance, on the first day of each calendar month (the "Rent Due Date"), without setoff, deduction, prior notice or demand, commencing on the Commencement Date. Should the Commencement Date be a day other than the first day of a calendar month, then the Rent for such first fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month and at an amount equal to one thirtieth (1/30th) of the said monthly Rent for each such day, and thereafter shall be computed and paid as aforesaid. All Rent due under this Lease shall be made payable to Lessor, and shall be considered paid when delivered to:

San Diego Metropolitan Transit Development Board
Attn: Finance Department
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Lessor may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the Rent payments. Lessor may, but is not obligated to, send monthly Rent invoices to Lessee.

(A) **Late Charge.** If any such Rent is not received by Lessor within fifteen (15) calendar days following the due date, Lessee shall immediately pay to Lessor a late charge equal to five percent (5%) of such overdue amount. Should Lessee pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of Rent due hereunder, Lessor's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to such nonpayment by Lessee nor prevent Lessor from exercising all other rights and remedies available to Lessor under this Lease or under law.

(B) **Failure to Pay Rent.** In the event of a dispute between the parties as to the correct amount of Rent owed by Lessee, Lessor may accept any sum tendered by Lessee in payment thereof, without prejudice to Lessor's claim as to the proper amount of Rent owing. If it is later determined that Lessee has not paid the full amount of Rent owing, the late charge specified herein shall apply only to that portion of the Rent still due and payable from Lessee.

Notwithstanding any provision of this Section to the contrary, however, Lessor may waive any delinquency payment or late charge upon written application of Lessee.

5. **Licenses.** Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following non-exclusive licenses over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) a license over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) license over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a license in the location shown in **Exhibit "B"** for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles (including trucks), to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility license in the location shown in **Exhibit "B"** for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the utility license in the location shown in **Exhibit "B"** Lessor and Lessee shall meet and confer in good faith to identify an alternate utility license area at no cost and in a location acceptable to Lessee and the public utility, as shown in **Exhibit "B"** (collectively, the "Licenses"). Lessee shall hold the Licenses for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements. The Parties agree that the Licenses granted pursuant to this Section may be removed only if Lessee is in default of the terms and provisions of this Lease and has been notified of said default and failed to cure it pursuant to Section 27. Lessor may not revoke this License if revocation would adversely impact Lessee's ability to cure any defaults that Lessee has received notice of.

6. **Lessee's Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Lessor as follows: (i) for any or no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date of this Lease; (ii) if Lessee does not obtain or maintain any Approvals; (iii) if Lessee is unable to occupy or utilize the Leased Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; (iv) if the Leased Premises, the Licenses or the Improvements are destroyed or damaged so as in Lessee's judgment to hinder the effective use of the Improvements; or (v) if Lessee determines that the Leased Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Upon such termination, this Lease shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date, and the Leased Premises shall be restored as required by Section 21.

7. **Relocation of Leased Premises.** After the first ten (10) years of the Lease Term, in the event that Lessor determines in good faith that the Leased Premises is needed by Lessor for public purposes, Lessor shall have the one-time right to require the relocation of the improvements or any part thereof, to an alternate ground location provided that (i) the relocation shall be performed exclusively by Lessee or its agents at Lessee's sole cost and expense during the Relocation Period, as defined below, (ii) the relocation shall not result, in the commercially reasonable discretion of Lessee, in any interruption of the communications services provided by Lessee to its customers,

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Site Name: El Cajon MTDB

including, but not limited to, Lessee's continuous access, maintenance and operation of the Improvements, until such time that all tenants, subtenants and sublicensees that have been permitted by the Lease are successfully relocated, and (iii) the relocation shall not impair, or in any manner alter, in the commercially reasonable discretion of Lessee, the quality of communications services provided by Lessee to its customers on and from the Relocation Site as defined below.

(A) Relocation Process. To exercise the relocation rights, Lessor shall provide written notice to Lessee not less than twenty-four (24) months prior to the relocation date and shall propose an alternate site to which Lessee may relocate the Improvements ("Alternate Site Location"). Lessee shall have sixty (60) days from the date of the notice to evaluate the Alternate Site Location, including, but not limited to, conducting tests to determine the technological feasibility of the Alternate Site Location, conducting a survey, conducting a Phase I environmental study, and obtaining written approval of all wireless telecommunications providers on the Leased Premises. If Lessee fails to approve, the Alternate Site Location in writing within said sixty (60) day period, Lessee will be deemed to have not approved such Alternate Site Location. If Lessee does not approve such Alternate Site Location, Lessor may then propose another Alternate Site Location by providing notice to Lessee in the manner set forth above. Upon Lessee's approval of any proposed Alternate Site Location, both parties will enter into a written agreement concerning the relocation of the Improvements ("Relocation Agreement") to the Alternate Site Location ("Relocation Site"). Lessor shall undertake reasonable efforts to provide an Alternate Site Location acceptable to Lessee. If no Alternate Site Location is available or if Lessee does not approve an Alternate Site Location, Lessor may, upon twenty-four (24) months' written notice, terminate the Lease.

(B) No Additional Terms. Upon relocation of the Improvements, all references to the Leased Premises in the Lease shall be deemed to refer to the Relocation Site (including any access and utility licenses). The Relocation Site shall be surveyed by a licensed surveyor at the sole cost of Lessee, in which event such survey shall replace and supersede the description of the Leased Premises under the Lease. Unless otherwise provided in the Relocation Agreement or any other written agreement of the parties, the relocation of the Improvements shall not affect, alter, modify or otherwise change any of the terms and conditions of the Lease.

(C) Relocation Period. The "Relocation Period" shall mean that period of time commencing on the date Lessee has received all required permits and approvals for the Relocation Site and ending ninety (90) days thereafter. The relocation of the improvements to the Relocation Site shall be substantially completed within the Relocation Period, to the extent reasonable feasible. The then-current Rent shall be reduced by fifty percent (50%) during the Relocation Period.

8. Relocation of Access. Lessor shall have the one-time right to relocate the existing access easement (the "*Access License*") at Lessor's sole cost and expense. Prior to relocating the Access Easement, Lessor shall provide one hundred eighty (180) days prior written notification to License of its intent to relocate the Access License and deliver to Lessee a copy of a survey (with a corresponding legal description) depicting the new proposed Access Easement location. Additionally, if requested by Lessee, Lessor shall conduct a Phase I environmental site assessment of the proposed relocation area, which assessment shall be conducted by environmental

professionals approved by Lessee and shall be at Lessor's sole cost and expense. Lessee shall have the right to approve the relocation area, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee, however, shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation. Lessor shall also obtain any necessary jurisdiction and government approvals for the requested access relocation. In all events, any such alternate location shall provide access to the Leased Premises of the same or similar quality and accessibility as exists as of the Commencement Date hereof. Lessor agrees the relocation of the Access License shall not interrupt Lessee's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) on a 24 hours a day, 7 days a week basis. If Lessor or Lessee files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

9. **Use of Property.** The Leased Premises and the Licenses shall be used for the purpose of, (i) constructing, maintaining, replacing, altering, supplementing, modifying, repairing and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. Lessee shall be fully responsible for the activities of its agents, volunteers and employees and sublessees, if any, on the Leased Premises. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

10. **Right of Entry Permit for Construction.** The initial installation or construction of any Improvements, subsequent construction, reconstruction or reconfiguring of Lessee's Improvements, and any maintenance of the Improvements or Leased Premises by Lessee shall be accomplished at such times and in such a manner as to avoid unreasonable interference with Lessor's transit operations; provided that such interference shall not be considered unreasonable should Lessee be responding to an emergency situation.

- (A) **Contractors.** Prior to entering the Leased Premises for construction or maintenance, Lessee's contractors shall obtain a valid Right of Entry permit ("Permit") from Lessor in the form attached hereto as **Exhibit "F"**, provided that in the event of an emergency, where Lessee's contractors cannot reasonably obtain a Permit in advance, a Permit shall not be required prior to entry, and Lessee shall, within seventy-two (72) hours, or as soon thereafter as is reasonably practicable following emergency access, notify Lessor of the date and time of Lessee's contractors' emergency access and the nature of the event requiring emergency access.
- (B) **Lessee's Inspection or Maintenance.** Lessee shall not be required to obtain a Permit to access the Leased Premises for inspections or routine or ordinary maintenance or repair, so long as such work does not involve construction plans.
- (C) **Lessee's Construction.** In the event that Lessee intends to self-perform any work on the Leased Premises involving construction plans, Lessee shall not be required to obtain a Permit, provided that Lessee shall notify Lessor and submit plans in writing to Lessor's Right of Way Engineer at email: mtsrow@sdmts.com, Tel.: (619) 557-4520 for review at

least ten (10) business days prior to the date to start work to arrange a preconstruction meeting, review work plan, procedures and possible facility conflicts in the vicinity of the proposed work. No such work shall begin without holding the preconstruction meeting and approved work plan, Lessor's approval not to be unreasonably withheld, conditioned or delayed. Lessee shall provide written notice within 24 hours after completion of such work. Notwithstanding the foregoing, in the event of an emergency, where Lessee's cannot reasonably comply with the notice requirements set forth herein, notice shall not be required prior to entry, and Lessee shall, within seventy-two (72) hours, or as soon thereafter as is reasonably practicable following emergency access, notify Lessor of the date and time of Lessee's emergency access and the nature of the event requiring emergency access.

- (D) Lessee's Insurance. Lessee shall comply with the terms, conditions, and requirements of the this Lease, including the insurance requirements, and any contractor or subcontractor performing work on or in connection with Lessee's Improvements shall for the purpose of this Lease be presumptively deemed to be the servant and agent of Lessee acting on behalf and within the scope of such contractor's or subcontractor's employment for Lessee.

11. Compliance With Stormwater Laws.

- a. Lessee's use of the Leased Premises is subject to federal, state and local laws regarding the discharge into the stormwater conveyance system of pollutants. Compliance with these laws may require Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices; water or pollutant management practices; physical site features; or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Lessee's use of the Leased Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Lessee is required and agrees to use, operate, maintain, develop, redevelop and retrofit the Leased Premises, as necessary, in accordance with all applicable federal, state and local laws restricting the discharge of non-stormwater at or from the Leased Premises; and all such laws, regulations, or local guidance requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Lessee further agrees to develop, install, implement and/or maintain at Lessee's sole cost and expense, any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations or guidance.
- b. Lessee understands and acknowledges that the stormwater and non-stormwater requirements applicable to Lessee's use of the Leased Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or

development or redevelopment by Lessee or Lessor.

- c. Lessee shall develop, install, implement, and maintain such additional BMPs and/or other pollution control practices at the Leased Premises at Lessee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Lessee shall comply with the more restrictive provision. If Lessor receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with applicable stormwater laws as set forth in this Section, Lessee shall reimburse Lessor for the entire fine amount.

12. **Utility Services.** Lessee agrees to provide and pay for all of the utilities and services necessary for the occupancy and use of the Leased Premises, including, but not limited to, gas, water, electricity, trash, sewage charges or septic service, and telephone. Lessor shall have no responsibility either to provide or pay for such services.

13. **Mechanics' Liens.** Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Leased Premises, and for all materials furnished for or in connection with any such work. If any lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee ("Mechanics' Lien") is filed against the Leased Premises, Lessee shall cause the lien to be discharged of record prior to entry of a judgment enforcing such lien. Lessee shall indemnify, defend and hold Lessor harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of Lessee's failure to discharge any Mechanic's Lien in a timely manner. Lessee shall have the right to contest the validity, nature, or amount of any Mechanic's Lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense.

14. **Repairs; Maintenance.**

(A) **Acceptance of Premises.** Lessee acknowledges that Lessee has made a thorough inspection of the Leased Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that Lessor has made no oral or written representations or warranties to Lessee regarding the condition of the Leased Premises, and that Lessee is relying solely on its inspection of the Leased Premises with respect thereto.

(B) **Lessee's Repair and Maintenance Obligations.** Lessee shall at all times from and after the Commencement Date, at its own cost and expense, maintain the Improvements and shall make all repairs to the Leased Premises so as to maintain the Leased Premises in a neat and clean condition consistent with industry standards and public safety guidelines. Lessee's Improvements shall be and remain the property of Lessee.

(C) **Right to Enter.** Notwithstanding the foregoing and only in the event of an emergency, which if unmitigated, would cause imminent bodily harm to any persons located on the Lessor's Property or imminent danger to Lessor's light rail system (or the operation thereof), Lessee agrees that Lessor shall be permitted to enter the Leased Premises only after Lessor has

called (i) Grantee's Network Operations Center at 1-877-518-6937, (ii) Lessee's Landlord Relations Department at 1-866-586-9377 (Option1), and (iii) the local emergency services, to the extent that it is reasonably appropriate to do so.

(D) Lessor Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from Rent due to the Lessor under this Lease.

15. **Removal of Obstructions.** Lessee has the right, but not the obligation, to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Licenses. Lessee shall dispose of any materials removed.

16. **Hazardous Materials.**

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

17. **Real Estate Taxes.**

(A) Responsibility for Payment of Taxes and Assessments. Lessor shall pay all applicable real estate taxes on Lessor's Property; however, the parties acknowledge that the current lessor, San Diego Metropolitan Transit System, is a tax-exempt entity. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase, how such increase is attributable to Lessee's use, and payment of any taxes levied against Lessor's Property. Lessee shall not be obligated to reimburse Lessor for any applicable taxes unless Lessor requests such reimbursement within two (2) year after the date such taxes became due. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn:*

ATC Site No: 300627

PV Code 111 / VzW Contract No: 34148

Site Name: El Cajon MTDB

Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Lessee from time to time. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Lessee shall be solely responsible for payment of any taxes or assessments levied upon any of Lessee's Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

(B) Definition of "Taxes". As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

(C) Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

18. **Insurance**. Without limiting Lessee's indemnification obligations to MTS under this Lease, Lessee, at its sole expense, shall obtain and keep in force during the Term and for such other period as may be required herein, insurance in the amounts and form specified in **Exhibit "E"**. Every five years, MTS shall have the right to update the insurance limits and other requirements listed in **Exhibit "E"**.

19. **Eminent Domain**. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Licenses, Lessor will notify Lessee of the proposed taking within thirty (30) days of receiving said notice and Lessee will have the option to: (i) declare this Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Licenses that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Licenses so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

(A) Relocation Benefits. By entering into this Lease and becoming a tenant of Lessor, Lessee may become recipient of relocation assistance benefits ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. §§ 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code § 7270 et seq.) (collectively, the "Relocation

Statutes”), should Lessor at some time make use of the Leased Premises in such a way as to “displace” Lessee from the Leased Premises. Pursuant to the Relocation Statutes, Lessor may then become obligated to make such payments to Lessee even where such displacement of Lessee does not otherwise constitute a breach or default by Lessor of its obligations pursuant to this Lease.

(B) Lessee’s Waiver and Release of Relocation Benefits. In consideration of Lessor’s agreement to enter into this Lease, Lessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the Lessor’s assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Lessee or any other entity, and releases Lessor from any liability for payment of such Relocation Benefits; provided, however, that Lessee does not waive its rights to Relocation Benefits to the extent that Lessee’s entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the Lessor or any other public agency with respect to the Leased Premises. Lessee shall in the future execute any further documentation of the release and waiver provided hereby as Lessor may reasonably require.

20. **Sale of Property.** If Lessor sells all or part of the Lessor’s Property, of which the Leased Premises is a part then such sale shall be under and subject to this Lease.

21. **Surrender of Property.** Upon expiration or termination of this Lease, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear excepted, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

22. **Indemnification.** Lessee shall and hereby does indemnify, defend, and hold Lessor harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney’s fees and costs) actually incurred, asserted, and/or suffered (collectively, the “Losses”), whether to persons or property, arising directly from Lessee’s use of the Leased Premises and the use of the Leased Premises by Lessee’s employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Lessor or any of Lessor’s employees, agents, contractors, and/or invitees. Lessor shall and hereby does indemnify, defend, and hold Lessee harmless from all Losses, whether to persons or property, arising directly from Lessor’s use of the Lessor’s Property and the use of the Lessor’s Property by Lessor’s employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Lessee or any of Lessee’s employees, agents, contractors, and/or invitees.

23. **Lessor’s Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor’s Property and the Leased Premises and has full authority to enter into and execute this Lease. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

24. **Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Lessor shall be responsible for promptly terminating any such interference, with the understanding that any interference caused by or relating to emergency construction or repair of Lessor's facilities shall terminate at the conclusion of the emergency situation. Lessee use of the Leased Premises shall not cause unreasonably or harmful interference to Lessor's current facilities or operations or any future facilities constructed, operated or maintained by MTS, and shall not cause unreasonable or harmful interference to any other authorized users of Lessor's Property that pre-date the Original Lease (if any). Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

25. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises and Licenses. Lessor shall have the right to have Lessee monitored access to the Leased Premises as reasonably necessary, provided that Lessor provides Lessee at least seventy-two (72) hours' advance written notice prior to such access.

26. **Mortgages.** This Lease, Lessee's leasehold interest and the Licenses shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Lease in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

27. **Default.**

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Lease or Lessor's or Lessee's obligations under this Lease, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. Notwithstanding anything to the contrary in this Lease, Lessor must immediately cure all defaults that prohibit access to the Leased Premises or impact Lessee's tower operations.

(B) **Consequences of Lessee's Default.** In the event that Lessee is in default beyond the applicable periods set forth above, Lessor may, at its option, upon written notice: (i) terminate

the Lease; (ii) take any actions that are consistent with Lessor's rights; (iii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages.

(C) **Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Lease; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

28. **Limitation on Damages.** In no event shall Lessor or Lessee be liable to the other for, and Lessor and Lessee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

29. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

30. **Applicable Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Lease shall be San Diego County, California.

31. **Assignment and Encumbrance.** Lessee shall not voluntarily or involuntarily assign, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Leased Premises or its interest in this Lease without Lessor's prior written consent, not to be unreasonably, withheld, delayed, or conditioned upon any consideration. Notwithstanding the foregoing, Lessee may transfer its interest in this Lease, the Improvements and its operations at the Leased Premises to (a) any parent, subsidiary, or affiliate of Lessee, (b) any entity controlled by or under common control with Lessee, or (c) any entity into which Lessee may be merged or consolidated, without prior approval from Lessor, provided that Lessee has given Lessor prior written notice of such an assignment.

32. **Marking, Signage and Lighting Requirements.** Lessee shall be responsible for compliance with marking, signage and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") if applicable, to Lessee's Improvements, Fixtures, or Personal Property on the Leased Premises. Should Lessor be cited because Lessee's Improvements, Fixtures, or Personal Property are not in compliance, and should Lessee fail to cure any non-compliance caused by Lessee, then Lessor may cure the conditions of non-compliance at Lessee's expense, which amounts may be added to the Rent.

33. **Revenue Share.**

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Lessee shall pay Lessor an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Lessee or American Tower and a third party (any such party, the "Additional Collocator") subsequent to the Commencement Date (such amount, the "Collocation Fee"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.
- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Lessee or American Tower of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Lessee's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to pay to Lessor and Lessor hereby agrees not to demand or request that Lessee pay to Lessor any Collocation Fee in connection with the sublease to or transfer of Lessee's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Lessee or American Tower.
- c. Lessor hereby acknowledges and agrees that Lessee and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Lessee's communications tower, all on such terms as Lessee and/or American Tower deem advisable, in Lessee's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Lessor pursuant to this Section.
- d. Notwithstanding anything to the contrary contained herein, Lessor hereby acknowledges and agrees that Lessee shall have no obligation to pay and shall not pay to Lessor any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee (or American Tower), or Lessee's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Commencement Date (any such agreements, the "Existing Agreements"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Commencement Date or which may be entered into on or after the Commencement Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Lessee (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Lessee (or American Tower) and any Additional Collocators if the Lessor has entered into any agreements with such Additional

ATC Site No: 300627

PV Code 111 / VzW Contract No: 34148

Site Name: El Cajon MTDB

Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Lessor for such use.

34. **Miscellaneous.**

(A) **Recording.** Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit G** and by this reference made a part hereof, for no additional consideration, along with its execution of this Lease.

(B) **Entire Agreement.** Lessor and Lessee agree that this Lease contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

(C) **Captions.** The captions preceding the Sections of this Lease are intended only for convenience of reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

(D) **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Lease shall not be construed as a binding offer until signed by Lessee.

(E) **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

(F) **Partial Invalidity.** If any term of this Lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(G) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

(H) Intentionally Omitted

(I) Brokers. Lessor and Lessee each warrant to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker other than the brokers acknowledged in writing by the parties make claim for monies owed, the party violating this warranty shall indemnify, defend and hold the other party harmless therefrom.

(J) Estoppel Certificate. Both parties agree to execute a written estoppel certificate, accurately reporting the status of the Lease, within thirty (30) days of written request of the same Lessor, Lessee, or American Tower.

(K) Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

(L) Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of Rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the Lessor's occupancy of Lessor's Property, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Leased Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

(M) Interpretation. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

(N) Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

(O) Lease Administration. This Lease shall be administered on behalf of Lessor by the Manager of Real Estate Assets, San Diego Metropolitan Transit System or by such person's duly-authorized designee.

(P) Lessee's Lease Administration. Lessor shall contact Lessee's representative identified under Section 1 herein to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Leased Premises.

(Q) Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

(R) Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee.

(S) Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

(T) Time of Essence. Time is of the essence of each and every provision of this Lease.

(U) Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by Lessor of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. Lessor's subsequent acceptance of partial Rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of Lessor to a forfeiture of the Lease by reason of such breach, regardless of Lessor's knowledge of such preceding breach at the time of Lessor's acceptance. The failure on the part of Lessor to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping Lessor from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen the right of either party to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by the other party, or construed to inhibit or prevent the rights of either party to exercise its rights with respect to any default, dereliction or breach of this Lease by the other party.

(V) Emergency Telephone Numbers. Lessor's emergency telephone contact number is: San Diego Trolley Central Control Center, (619) 595-4960 or (619) 595-4961. Lessee's emergency telephone contact number is Network Operations Center, 1-800-788-7011.

[Execution Pages Follow]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Lease as of the day and year this Lease is fully executed.

LESSOR:

SAN DIEGO and Arizona Eastern Railway Company,
a Nevada non-profit corporation

By: _____
Sharon Cooney
President

Date: _____

Lessee

Cellco Partnership d/b/a Verizon Wireless

By: California Tower, Inc., a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Lessor the Revenue Share provided all requirements in this Lease have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

California Tower, Inc., a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT "A"**Description of Lessor's Property**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN EL CAJON HEIGHTS IN THE CITY OF EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE STRIP OF LAND 100 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF, PARALLEL WITH, AND 50 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY NOW SAN DIEGO AND ARIZONA EASTERN RAILWAY, AS THE SAME WAS LOCATED AND CONSTRUCTED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS ACCORDING TO MAP NO. 593, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 27, 1889, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF LOT 1 IN BLOCK 31 AS SHOWN ON SAID MAP TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 9 IN BLOCK 24, AS SHOWN THEREON, ALSO A STRIP OF LAND 50 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 25 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY, NOW THE SAN DIEGO AND ARIZONA EASTERN RAILWAY, AS THE SAME WAS LOCATED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS EXTENDING FROM THE SOUTHWESTERLY BOUNDARY LINE OF LOT 10 IN BLOCK 24 OF SAID EL CAJON HEIGHTS, TO THE SOUTH BOUNDARY LINE OF LOT 3, IN BLOCK 19, OF SAID SUBDIVISION EXTENDED EAST.

EXCEPTING FROM SAID LAND ALL THAT PORTION LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHERLY AND SOUTHWESTERLY LINE OF HILL STREET (FORMERLY PEPPER) AS SAID STREET IS SHOWN ON MAP NO. 1342 OF MURRAY HILL.

AND ALSO EXCEPTING FROM SAID LAND THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE EASTERLY AND NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED FROM SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY TO THE STATE OF CALIFORNIA FOR "OVERPASS PURPOSES" RECORDED JUNE 24, 1959 AS DOCUMENT NO. 127777 IN BOOK 7734, PAGE 406 OF OFFICIAL RECORDS, SAID LINES BEING DESIGNATED AND DELINEATED AS SOUTH 25° 19' 05" WEST 170.26 FEET AND NORTH 64° 41' 24" EAST (RECORD NORTH 64° 39' EAST) 90.14 FEET IN SAID DEED.

EXHIBIT "B"

Leased Premises

A TRACT OF LAND, BEING A PORTION OF THE STRIP OF LAND 100 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY NOW SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED AND CONSTRUCTED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS ACCORDING TO MAP NO. 593, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 27, 1889, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF LOT 1. IN BLOCK 31 AS SHOWN ON SAID MAP TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 9 IN BLOCK 24, AS SHOWN THEREON, ALSO A STRIP OF LAND 50 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 25 FEET DISTANT FROM THE CENTERLINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY, NOW THE SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS EXTENDING FROM THE SOUTHWESTERLY BOUNDARY LINE OF LOT 10 :IN BLOCK 24 OF SAID EL CAJON HEIGHTS, TO THE SOUTH BOUNDARY LINE OF LOT 3, IN BLOCK 19, OF SAID SUBDIVISION EXTENDED EAST, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A 0.844 ACRE TRACT OF LAND RECORDED IN PLAT OF SURVEY NO. 106 OF THE SAN DIEGO COUNTY RECORDS, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HILL STREET AND THE NORTHWEST LINE OF THE ABOVE DESCRIBED 100 FEET STRIP OF LAND. THENCE S 37°18'38" W, ALONG THE NORTHWEST LINE OF THE 100 FEET STRIP OF LAND, A DISTANCE OF 158.98' TO THE POINT OF BEGINNING; THENCE S 37°18'37" W, A DISTANCE OF 60.50' TO A CALCULATED POINT; THENCE S 52°41'23" E, A DISTANCE OF 24.79' TO A CALCULATED POINT; THENCE N 37°18'37" E, A DISTANCE OF 60.50' TO A CALCULATED POINT; THENCE N 52°41'23" W, A DISTANCE OF 24.79' TO THE POINT OF BEGINNING. CONTAINING 1,500 SQ.FT. OR 0.034 ACRES OF LAND MORE OR LESS.

[EXHIBIT B CONTINUED ON FOLLOWING PAGE]

ACCESS EASEMENT:

A TRACT OF LAND, BEING A PORTION OF THE STRIP OF LAND 100 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY NOW SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED AND CONSTRUCTED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS ACCORDING TO MAP NO. 593, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 27, 1889, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF LOT 1. IN BLOCK 31 AS SHOWN ON SAID MAP TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 9 IN BLOCK 24, AS SHOWN THEREON, ALSO A STRIP OF LAND 50 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 25 FEET DISTANT FROM THE CENTERLINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY, NOW THE SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS EXTENDING FROM THE SOUTHWESTERLY BOUNDARY LINE OF LOT 10 :IN BLOCK 24 OF SAID EL CAJON HEIGHTS, TO THE SOUTH BOUNDARY LINE OF LOT 3, IN BLOCK 19, OF SAID SUBDIVISION EXTENDED EAST, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A 0.844 ACRE TRACT OF LAND RECORDED IN PLAT OF SURVEY NO. 106 OF THE SAN DIEGO COUNTY RECORDS, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HILL STREET AND THE NORTHWEST LINE OF THE ABOVE DESCRIBED 100 FEET STRIP OF LAND. THENCE N 37°18'24" E, ALONG THE NORTHWEST LINE OF THE 100 FEET STRIP OF LAND AND THE RIGHT-OF-WAY LINE OF HILL STREET, A DISTANCE OF 10.02' TO THE MOST NORTHERLY CORNER OF THE ABOVE DESCRIBED 100 FEET STRIP OF LAND.; THENCE S 52°41'24" E, A DISTANCE OF 5.06' TO THE POINT OF BEGINNING; THENCE S 31°47'19" W, A DISTANCE OF 128.08' TO A CALCULATED POINT; THENCE S 52°53'11" E, A DISTANCE OF 2.90' TO A CALCULATED POINT; THENCE S 37°37'03" W, A DISTANCE OF 41.52' TO A CALCULATED POINT; THENCE S 52°41'23" E, A DISTANCE OF 4.57' TO A CALCULATED POINT; THENCE N 37°04'46" E, A DISTANCE OF 41.63' TO A CALCULATED POINT; THENCE S 54°49'00" E, A DISTANCE OF 2.94' TO A CALCULATED POINT; THENCE N 31°47'19" E, A DISTANCE OF 127.85' TO A CALCULATED POINT; THENCE N 52°41'24" W, A DISTANCE OF 10.05' TO THE POINT OF BEGINNING. CONTAINING 1,462 SQ.FT. OR 0.034 ACRES OF LAND MORE OR LESS.

EXHIBIT “E”
INSURANCE REQUIREMENTS

1.1. Commercial General Liability At all times during this Lease, Lessee agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form. The coverage shall contain no restricting or exclusionary endorsements that would limit coverage for events related to Lessee’s occupancy and activities on the Premises. All such policies shall endorse, by blanket 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. In addition, an endorsement will be required demonstrating that the standard railroad exclusion language has been removed. Minimum policy limits shall be \$2,000,000 per occurrence and \$4,000,000 general aggregate, which limit may be met by a combination of primary and excess or umbrella insurance.

1.2. Automobile Liability At all times during this Lease, Lessee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, non-owned, and hired vehicles. Minimum policy limits shall be \$1,000,000 combined single limit.

1.3. Workers' Compensation At all times during this Lease, Lessee agrees to maintain Workers' Compensation in compliance with the applicable statutory requirements and shall maintain Employer’s Liability Insurance at a minimum policy limit of \$1,000,000.

1.4. Property Insurance At all times during this Lease, Lessee agrees to maintain Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Lessee’s merchandise, fixtures owned by Lessee, any items identified in this Lease as improvements to the Premises constructed and owned by Lessee, and the personal property of Lessee, its agents and employees.

1.4. Primary and Non-Contributory Insurance/Waiver of Subrogation. Lessee 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). Lessee waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

1.5. Policy Provisions Required. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to MTS of any cancellation of coverage, except for non-payment of premium.

1.6. Evidence Required. Within ten working days following execution of this Lease, Lessee shall have provided the MTS with satisfactory certification by a qualified representative of the Insurer(s) that Lessee’s insurance complies with all provisions in this insurance section.

1.7. Special Provisions. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Lessee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to this Agreement, including but not limited to the provisions concerning indemnification

EXHIBIT “F”

Right of Entry Permit Template

*Note: this template is subject to change during the term of the Lease. Activities requiring a ROE Permit must meet the then-current ROE Permit requirements.

METROPOLITAN TRANSIT SYSTEM
AND SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY

RIGHT OF ENTRY PERMIT

1. Permission is hereby granted by the San Diego Metropolitan Transit System (MTS), a California Public Agency, and/or the San Diego and Arizona Eastern Railway Company, Inc. (SD&AE) (hereinafter called "MTS"), to **[PERMITEE 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 **[accessing MTS property], 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, and San Diego Transit Corporation (SDTC) 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

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

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

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

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 **[XXXXX dollars (\$XXXX)]** representing the total non-refundable permit fee in connection with the work. The total includes a seven hundred and fifty dollar (\$750) application fee and **[XXXXX dollars (\$XXXX)]** 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. ☐ Outside of the Leased Premises, 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:

5. This permission is non-transferable and shall remain in force until **[MONTH DAY, YEAR]**. MTS reserves the right to suspend and/or terminate this permission at any time.

SAN DIEGO
METROPOLITAN TRANSIT SYSTEM

[PERMITEE NAME]

_____ Date _____

Sharon Cooney
Chief Executive Officer

_____ Date _____

Name: _____

Title: _____

[PERMITEE ADDRESS]

Attachment(s): Exhibit A-Site Map
MTS Application No. **[XXXXXX]**

Exhibit A

EXHIBIT G

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/N. Jeanette Robinson, Esq.
 ATC Site No: 300627
 ATC Site Name: El Cajon Mtb
 Assessor's Parcel No(s):487-780-37-00

Prior Recorded Lease**Reference:**

Document No: 1993-0580092
 State of California
 County of San Diego

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into as of the latter signature date hereof, by and between **SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY, a Nevada non-profit corporation ("Lessor")** and **Cellco Partnership d/b/a Verizon Wireless ("Lessee")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Lessor's Property and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Lessor's Property***"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Amended and Restated Ground Lease Agreement dated _____ (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Lessee leases a portion of the Lessor's Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Lessor's Property so leased along with such portion of the Lessor's Property so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Lessee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **California Tower, Inc, a Delaware corporation** and/or its parents, affiliates and subsidiaries ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the

ATC Site No: 300627
 PV Code 111 / VzW Contract No: 34148
 Site Name: El Cajon MTDB

POA.

3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be October 31, 2052. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: San Diego Metropolitan Transit System, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State California in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

**SAN DIEGO AND ARIZONA EASTERN
RAILWAY COMPANY, a Nevada non-
profit corporation**

Signature: _____

Print Name: Sharon Cooney

Title: President

Date: _____

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, before me, _____,
personally

(print name of notary)

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Signature of officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: California Tower, Inc, a Delaware corporation

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

LESSOR'S PROPERTY**Description of Lessor's Property**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN EL CAJON HEIGHTS IN THE CITY OF EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE STRIP OF LAND 100 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF, PARALLEL WITH, AND 50 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY NOW SAN DIEGO AND ARIZONA EASTERN RAILWAY, AS THE SAME WAS LOCATED AND CONSTRUCTED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS ACCORDING TO MAP NO. 593, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 27, 1889, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF LOT 1 IN BLOCK 31 AS SHOWN ON SAID MAP TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 9 IN BLOCK 24, AS SHOWN THEREON, ALSO A STRIP OF LAND 50 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 25 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY, NOW THE SAN DIEGO AND ARIZONA EASTERN RAILWAY, AS THE SAME WAS LOCATED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS EXTENDING FROM THE SOUTHWESTERLY BOUNDARY LINE OF LOT 10 IN BLOCK 24 OF SAID EL CAJON HEIGHTS, TO THE SOUTH BOUNDARY LINE OF LOT 3, IN BLOCK 19, OF SAID SUBDIVISION EXTENDED EAST.

EXCEPTING FROM SAID LAND ALL THAT PORTION LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHERLY AND SOUTHWESTERLY LINE OF HILL STREET (FORMERLY PEPPER) AS SAID STREET IS SHOWN ON MAP NO. 1342 OF MURRAY HILL.

AND ALSO EXCEPTING FROM SAID LAND THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE EASTERLY AND NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED FROM SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY TO THE STATE OF CALIFORNIA FOR "OVERPASS PURPOSES" RECORDED JUNE 24, 1959 AS DOCUMENT NO. 127777 IN BOOK 7734, PAGE 406 OF OFFICIAL RECORDS, SAID LINES BEING DESIGNATED AND DELINEATED AS SOUTH 25° 19' 05" WEST 170.26 FEET AND NORTH 64° 41' 24" EAST (RECORD NORTH 64° 39' EAST) 90.14 FEET IN SAID DEED.

[EXHIBIT A CONTINUED ON FOLLOWING PAGE]

LEASED PREMISES

A TRACT OF LAND, BEING A PORTION OF THE STRIP OF LAND 100 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY NOW SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED AND CONSTRUCTED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS ACCORDING TO MAP NO. 593, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 27, 1889, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF LOT 1. IN BLOCK 31 AS SHOWN ON SAID MAP TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 9 IN BLOCK 24, AS SHOWN THEREON, ALSO A STRIP OF LAND 50 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 25 FEET DISTANT FROM THE CENTERLINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY, NOW THE SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS EXTENDING FROM THE SOUTHWESTERLY BOUNDARY LINE OF LOT 10 :IN BLOCK 24 OF SAID EL CAJON HEIGHTS, TO THE SOUTH BOUNDARY LINE OF LOT 3, IN BLOCK 19, OF SAID SUBDIVISION EXTENDED EAST, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A 0.844 ACRE TRACT OF LAND RECORDED IN PLAT OF SURVEY NO. 106 OF THE SAN DIEGO COUNTY RECORDS, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HILL STREET AND THE NORTHWEST LINE OF THE ABOVE DESCRIBED 100 FEET STRIP OF LAND. THENCE S 37°18'38" W, ALONG THE NORTHWEST LINE OF THE 100 FEET STRIP OF LAND, A DISTANCE OF 158.98' TO THE POINT OF BEGINNING; THENCE S 37°18'37" W, A DISTANCE OF 60.50' TO A CALCULATED POINT; THENCE S 52°41'23" E, A DISTANCE OF 24.79' TO A CALCULATED POINT; THENCE N 37°18'37" E, A DISTANCE OF 60.50' TO A CALCULATED POINT; THENCE N 52°41'23" W, A DISTANCE OF 24.79' TO THE POINT OF BEGINNING. CONTAINING 1,500 SQ.FT. OR 0.034 ACRES OF LAND MORE OR LESS.

[EXHIBIT A CONTINUED ON FOLLOWING PAGE]

ACCESS EASEMENT:

A TRACT OF LAND, BEING A PORTION OF THE STRIP OF LAND 100 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY NOW SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED AND CONSTRUCTED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS ACCORDING TO MAP NO. 593, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 27, 1889, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF LOT 1. IN BLOCK 31 AS SHOWN ON SAID MAP TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 9 IN BLOCK 24, AS SHOWN THEREON, ALSO A STRIP OF LAND 50 FEET IN WIDTH INCLUDED WITHIN LINES ON EACH SIDE OF PARALLEL WITH AND 25 FEET DISTANT FROM THE CENTERLINE OF THE SAN DIEGO CUYAMACA AND EASTERN RAILWAY, NOW THE SAN DIEGO AND SOUTH EASTERN RAILWAY, AS THE SAME WAS LOCATED ON OCTOBER 7, 1890 IN, OVER AND UPON THAT PORTION OF EL CAJON HEIGHTS EXTENDING FROM THE SOUTHWESTERLY BOUNDARY LINE OF LOT 10 :IN BLOCK 24 OF SAID EL CAJON HEIGHTS, TO THE SOUTH BOUNDARY LINE OF LOT 3, IN BLOCK 19, OF SAID SUBDIVISION EXTENDED EAST, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A 0.844 ACRE TRACT OF LAND RECORDED IN PLAT OF SURVEY NO. 106 OF THE SAN DIEGO COUNTY RECORDS, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HILL STREET AND THE NORTHWEST LINE OF THE ABOVE DESCRIBED 100 FEET STRIP OF LAND. THENCE N 37°18'24" E, ALONG THE NORTHWEST LINE OF THE 100 FEET STRIP OF LAND AND THE RIGHT-OF-WAY LINE OF HILL STREET, A DISTANCE OF 10.02' TO THE MOST NORTHERLY CORNER OF THE ABOVE DESCRIBED 100 FEET STRIP OF LAND.; THENCE S 52°41'24" E, A DISTANCE OF 5.06' TO THE POINT OF BEGINNING; THENCE S 31°47'19" W, A DISTANCE OF 128.08' TO A CALCULATED POINT; THENCE S 52°53'11" E, A DISTANCE OF 2.90' TO A CALCULATED POINT; THENCE S 37°37'03" W, A DISTANCE OF 41.52' TO A CALCULATED POINT; THENCE S 52°41'23" E, A DISTANCE OF 4.57' TO A CALCULATED POINT; THENCE N 37°04'46" E, A DISTANCE OF 41.63' TO A CALCULATED POINT; THENCE S 54°49'00" E, A DISTANCE OF 2.94' TO A CALCULATED POINT; THENCE N 31°47'19" E, A DISTANCE OF 127.85' TO A CALCULATED POINT; THENCE N 52°41'24" W, A DISTANCE OF 10.05' TO THE POINT OF BEGINNING. CONTAINING 1,462 SQ.FT. OR 0.034 ACRES OF LAND MORE OR LESS.



Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

PRONTO Fare Collection System – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment 15 to MTS Doc. No. G2091.0-18 (in substantially the same format as Attachment A), with Innovations in Transportation, Inc. (INIT), for PRONTO In-App Messaging services, in the amount of \$151,246.00.

Budget Impact

The total cost of this amendment is estimated to be \$151,246.00, bringing the total Board approved contract amount to \$45,600,007.87. This project is funded by Capital Improvement Program (CIP) 1009004902 – Fare System Upgrades.

Amendment details are shown on next age.

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Date Issued	Board Approval Date	Document	Description	Amount
01/1/19	12/13/18	Original Agreement	Fare collection system	\$37,667,727.57
12/12/19	12/13/18	AM 1	Commence work on options previously approved on 12/13/18	Included in agreement
12/18/19	12/12/19	AM 2	Commence work on new options	\$1,093,731.49
05/26/20	09/17/20	AM 3	Change Order - Integrate Conduent's CAD/AVL solution	\$57,681.00
09/17/20	09/17/20	AM 4	Change Order - Rail validator masts	\$907,267.08
1/13/21	12/10/20	AM 5	Adds California (CA) sales tax; and Change Orders - revises TVM spare parts & cashless conversion kits, and adds gateway services	\$2,478,990.86
03/18/21	03/11/21	AM 6	Change Orders - Adds customer and institution website scope updates, adds a new reduced fares program enrollment, adds driver control unit screen flow changes, adds SAGE operator separation, adds Customer Relationship Module (CRM) payment encryption changes and applies the fare media capital credit	\$765,271.76
06/28/21	06/17/21	AM 7	Change Orders – Adds transfer and business rule changes to website and CRM; modified 2 phase bus validator and Driver Control Unit (DCU) installation; installation of modified ticket validator arm	\$270,050.09
09/13/21	11/18/21	AM 8	Change Orders - Additional SAGE software; and Salesforce licenses	\$37,816.95
11/18/21	11/18/21	AM 9	Change Order – PRONTO fare media card order	\$166,624.60
5/10/22	6/16/22	AM 10	Amend gateway services to add security and fraud prevention features at no additional cost; add new/revised federal requirements; and credit back to MTS \$902.11 from Amendment 9's incorrect tax amount	(\$902.11)
6/22/22	6/16/22	AM 11	Purchase 60 validators with polycarbonate; purchase 750K extended use cards & 150K limited use cards	\$1,768,948.64
6/22/22	9/15/22	AM 12	Change Orders - Display prepayments on invoices and monthly capping report	\$14,012.50
9/15/22	9/15/22	AM 13	Purchase twenty (20) permanent salesforce licenses, 36-month renewal period, from 8/24/2022 to 8/23/2025	\$129,600.00
9/15/22	9/15/22	AM 14	Adds TVM fare validation	\$91,941.44
TBD	1/26/23	AM 15 (approve)	Adds PRONTO In-App Messaging and annual maintenance	\$151,246.00
Total Board Approved Amount				\$45,600,007.87

DISCUSSION:

On December 13, 2018 (AI 31), the MTS Board approved MTS Doc. No. G2091.0-18 with INIT for the design and implementation of a new fare collection system. This includes provision of services, equipment, software, parts, and support. The new fare system, PRONTO, was launched in September 2021, with the conversion from the prior Compass Card system complete on October 1, 2021.

Amendments 1-14 have subsequently been Board-approved to provide additional functionality, integration, and scope modifications.

Today's proposed action will approve Amendment 15 for PRONTO In-App Messaging and 10-year annual maintenance services.

The PRONTO fare system was launched in September 2021 with multiple ways to pay for transit, including virtual card management within the PRONTO mobile application. Customers mainly use the application to purchase fares, reload value, validate their fare and manage trip planning. MTS and North County Transit District (NCTD) would like to leverage an in-app messaging feature to better reach the region's PRONTO mobile app users. The new feature will support initiatives such as reminders to tap/scan before boarding amongst other future messaging campaigns.

MTS's Independent Cost Estimate for these services is \$185,200. Compared to INIT's proposal at \$151,246, an MTS savings of \$18.3%, staff deems the proposed costs to be fair and reasonable.

Therefore, MTS staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 15 to MTS Doc. No. G2091.0-18 (in substantially the same format as Attachment A), with INIT, for PRONTO In-App Messaging services, in the amount of \$151,246.00.

/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. G2091.15-18



**Metropolitan
Transit
System**

Amendment 15

December 8, 2022

MTS Doc No. G2091.15-18

ACCOUNT BASED FARE COLLECTION SYSTEM

INIT Innovations in Transportation, Inc.
Roland Staib
President and CEO
424 Network Station
Chesapeake, VA 23320

This shall serve as Amendment No.15 to the original agreement G2091.0-18 as further described below.

SCOPE

MTS has requested that INIT and Bytemark develop PRONTO in-app messaging to engage with over 400K riders. This change will help the agency support initiatives such as reminders to tap/scan before boarding, and other messaging campaigns. The services will include 10-year maintenance. The detailed scope of work is shown in Exhibit A.

SCHEDULE

There are no changes to the overall schedule provision of the agreement. The contract termination date remains December 31, 2028.

PAYMENT

The cost for is development, set up, configuration & testing project management is \$82,476.00. The 10-year maintenance cost is \$68,770.00, bringing the total for Amendment No. 15 to \$151,246.00 as shown in Exhibit A.

This increases the overall contract amount approved/options exercised by MTS from \$32,352,913.33 to \$32,504,159.33. This amount shall not be exceeded without prior written approval from MTS.

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The contract summary is shown below:

Date	Doc	Description	Amount	Total Contract Authorized (also PO amount to-date)
02/01/19	AGMT	Fare collection	\$23,155,348.02	\$23,155,348.02
12/12/19	AM 1	Exercise some options	\$1,416,531.01	\$24,571,879.03
12/18/19	AM 2	Exercise some options	\$1,093,731.49	\$25,665,610.52
03/29/20	AM 3	Conduent's CAD/AVL solution	\$57,681.00	\$25,723,291.52
03/17/20	AM 4	Rail mast change order	\$907,267.08	\$26,630,558.60
04/28/21	AM 5	TVM spares; Gateway services; sales tax	\$2,478,990.86	\$29,109,549.46
03/18/21	AM 6	Website; fares; DCU; SAGE; CRM; fare media capital credit	\$765,271.76	\$29,874,821.22
06/17/21	AM 7	Business rules; bus validator & DCU install; validator arm labor	\$270,050.09	\$30,144,871.31
08/25/21	AM 8	Additional SAGE software & salesforce licenses	\$37,816.95	\$30,182,688.26
10/25/21	AM 9	PRONTO fare media card order	\$166,624.60	\$30,349,312.86
05/10/22	AM 10	Amend gateway services to add security & fraud prevention features. Also credit back \$902.11 from AM 9	-\$902.11	\$30,348,410.75
06/21/22	AM 11	60 validators w/polycarbonate; 750K EU cards & 150K LU cards	\$1,768,948.64	\$32,117,359.39
06/22/22	AM 12	Monthly capping report; and changes to display prepayments on invoices	\$14,012.50	\$32,131,371.89
09/21/22	AM 13	Purchase 20 sales force licenses for 3 years (8/24/22-8/23/25)	\$129,600.00	\$32,260,971.89
08/16/22	AM 14	Ability to validate smart cards on TVMs plus extended warranty/maintenance	\$91,941.44	\$32,352,913.33
01/29/23	AM 15	PRONTO in-app messaging	\$151,246.00	\$32,504,159.33

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

Roland Staib, President and CEO
INIT Innovations in Transportation, Inc.

Date: _____

Attachment: A. Exhibit A – PRONTO in-app messaging

INIT Innovations in Transportation, Inc.
 424 Network Station
 Chesapeake, VA, 23320

Phone: 757-413-9100
 sales@initusa.com
 www.initusa.com



MTS/NCTD | PRONTO In-App Messaging

Customer: MTS San Diego, CA
Requested by: Israel Maldonado
Prepared by: Jennifer Wallman
Proposal #: 2022-454-04
Date: 12/8/2022
Validity: 60 days

Warranty: 10 years extended maintenance quoted below
Delivery: See below
Invoicing
Milestones: • 100% on delivery of production

Existing Contract G2091.0-18 Terms & Conditions apply

Description:

MTS/NCTD has requested that INIT and Bytemark develop a quote for in-app messaging to engage with over 400K riders. This change will help the agency support initiatives such as reminders to tap/scan before boarding, and other messaging campaigns.

Scope of Work:

Bytemark will create a new Firebase project instance, to provide Firebase access directly to client-users and will migrate the existing PRONTO UAT & Production projects into this new client-accessible Firebase project.

Appropriate access (and licensing) to the PRONTO Firebase project will be provided to client users to enable the ability to: create, edit, delete, and maintain various In-App messaging campaigns for both iOS & Android applications on UAT & Production.

Bytemark will maintain Admin access of the newly created Firebase project. Custom roles will be created and made available for PRONTO client users.

Firebase project access provided to client-users includes In-App Messaging and related Application analytics.

For In-App Messaging management capabilities, MTS will have access to the following functionality:

- a. Ability to manage content such as creating and editing images and texts within banners and modals
- b. Ability to create, edit, delete in-app messaging campaigns using the supported events and triggers of where these banners and modals appear within the application
- c. Ability to schedule and manage frequency of in app banners and modals
- d. Access to reporting for the In-App messaging feature within the Firebase platform as available, to view and analyze information such as: how many messages are displayed (impressions) and other data points
- e. Access to Firebase Analytics to target users based on app version, region, language, first open, last app engagement, and audiences.

As part of providing Firebase access to the client, Bytemark will need to perform a Firebase migration into a new project. This means that:

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 424 Network Station
 Chesapeake, VA, 23320

Phone: 757-413-9100
 sales@initusa.com
 www.initusa.com



- New app releases will need to be submitted to the iOS App Store & Google Play Store.
- Firebase analytics from the previous application versions is not able to be accessed via the new Firebase project.
- To enable Trip Planner push notification support on the newly released builds, Bytemark will provide the new Firebase project Push Notification API Keys to HACON to upload to their server. This will enable trip planner push notification support on the updated builds migrated to the new PRONTO firebase project. This required migration will result in the Push Notification API key associated with the previous Firebase project to longer be valid, thus preventing push notifications from being sent out to users on the older versions of the application. To ensure a seamless cutover to the new application, and to ensure that push notifications are supported on the updated applications, Bytemark will provide a deployment & test plan for the push notification key update prior to execution (though this may impact the ability for client testing of the push notifications during the test phase).

Bytemark will provide training & support to PRONTO client-users for In-App Messaging management & configuration. This will be done via provided documentation and a coordinated training/support call.

The in-app messaging configuration options are attached.

Notes:

Since this enhancement will require the delivery of a new app build, INIT will conduct testing for all integrated components. INIT testing will include regression testing on both UAT and Production environments. This is needed to prevent blocking of the Bytemark development team from executing test cases as they require taps on the validator, examples include but are not limited to:

- Earn as you go
- Pass auto renewal
- Transfer time
- Split payments
- INIT will be required to test any of the updates being delivered that require taps on the validators to ensure that new development did not impact the overall operation of the mobile app.

All development and delivery will be provided in a single mobile app release.

*MTS will be responsible for administering and managing user access for the newly created Firebase project.

Pricing:

Item	Description	Qty	Price per unit USD	Price Total USD
1	PRONTO In-App Messaging			
1.1	Development & Set Up Configuration & Testing Project Management	Lump sum	82,476.00	82,476.00
GRAND TOTAL				\$82,476.00

California taxes do not apply to software licenses.

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 424 Network Station
 Chesapeake, VA, 23320

Phone: 757-413-9100
 sales@initusa.com
 www.initusa.com



Delivery:

Delivery will be determined after the notice to proceed and PO from MTS is received.

Extended Maintenance:

1	Year 1 Maintenance	\$6,877.00
2	Year 2 Maintenance	\$6,877.00
3	Year 3 Maintenance	\$6,877.00
4	Year 4 Maintenance	\$6,877.00
5	Year 5 Maintenance	\$6,877.00
6	Year 6 Maintenance	\$6,877.00
7	Year 7 Maintenance	\$6,877.00
8	Year 8 Maintenance	\$6,877.00
9	Year 9 Maintenance	\$6,877.00
10	Year 10 Maintenance	\$6,877.00

INIT Contact:

Name: Jennifer Wallman
 Title: Account Manager
 Phone: 757-413-9100 x421
 Email: jwallman@initusa.com

Signature:

A handwritten signature in blue ink, appearing to read "J. Wallman", written over a horizontal line.

Jennifer Wallman
 Account Manager

A handwritten signature in blue ink, appearing to read "Roland Staib", written over a horizontal line.

Roland Staib
 CEO



Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Palm Tree Removal Services – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL363.0-23 (in substantially the same format as Attachment A) with Integrity Arborist and Ecoscape Inc., at \$160,150.00 for palm tree removal services (Attachment B).

Budget Impact

The total cost of this contract is estimated to be \$160,150.00 (Attachment C), and will be funded through MTS Capital Improvement Project (CIP) 2009118501 – Palm Tree Removal.

DISCUSSION:

This project primarily consists removing and disposing of 223 (European) EA fan palm trees and pruning an additional 76 EA fan palm trees along the Orange Line right-of-way between the Massachusetts Trolley Station and 69th Street.

This project is necessary as there has been a history of fires within the project's limits due to the palm trees. A fire in this trolley station location has the potential to cause property damage to nearby residential homes and/or MTS Trolley right-of-way infrastructure. Also, there are numerous palm trees that have grown near MTS catenary wires, which is both a safety concern and has the potential to impact Trolley operations.

On October 24, 2022, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide palm tree removal services. Eight (8) bids were received by the deadline of November 29, 2022 and are summarized as follows:



Company Name	Bid Amount	Disadvantage Business Enterprise (DBE)/Small Business (SB)/Minority Business Enterprise (MBE)/Disabled Veteran Business Enterprise (DVBE)
Integrity Arborist and Ecoscape Inc	\$160,150.00	MBE, SB
Kingsborough Atlas Tree Surgery, Inc.	\$184,880.00	SB
Semper Fi Demolition Services	\$219,721.00	DVBE
Community Tree Service, LLC	\$223,395.00	N/A
Rancho Tree Service	\$299,410.00	MBE
Atlas Environmental Services, Inc.	\$318,376.00	SB
California Tree Service, INC	\$319,332.00	SB
Singh Group Inc.	\$343,105.00	DBE, MBE, SB

Based on the bids received, and in comparison, with the MTS Independent Cost Estimate (ICE) (\$776,868.00), staff determined the bid price to be fair and reasonable. In addition, and as a result of the competitive solicitation, the agency was able to realize a substantial savings of \$616,718.00.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL363.0-23 (in substantially the same format as Attachment A) with Integrity Arborist and Ecoscape Inc. at \$160,150.00 for palm tree removal services (Attachment B).

/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. PWL363.0-23
B. Scope of Work
C. Cost Form



Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. PWL363.0-23

PALM TREES REMOVAL

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: Integrity Arborist and Ecoscape Inc. Address: 10000 Indiana Ave Ste. 206

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

Riverside CA 92503
City State Zip

Email: Andre@integrityae.com

Telephone: 951-790-7602

Authorized person to sign
contracts

Andre Prado
Name

President
Title

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

The contract term is for (4) months effective January 23, 2023 through May 24, 2023.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$ \$160,150.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	INTEGRITY ARBORIST AND ECOSCAPE INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____



1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. OBJECTIVE

MTS is looking for a Contractor to cut 223 fan palm trees to the low stump, and prune 76 fan palm trees, remove all fronds to approximately 45 degrees above horizontal, remove all loose wraps/base plates, and remove all exposed and accessible fruit/fruit spikes.

1.2. DURATION

All work shall be completed within 120 calendar days of Notice to Proceed issuance.

1.3. LOCATION

Right-of-Way -- 69th Street to Massachusetts Ave Station
1787 San Altos Pl
Lemon Grove, CA 91945

1.4. SPECIFIC REQUIREMENTS/CONTRACTOR MINIMUM QUALIFICATIONS

- A. Contractor shall carry licenses C61 and D49.
- B. Contractor shall have at least three (3) years of tree trimming and removal service experience as a prime contractor or a subcontractor. Experience includes working in areas with public traffic.
- C. Contractor shall have the appropriate license/s and certifications required to perform the specified services.

1.5. SCOPE OF WORK

- A. Cut to low stump only and Remove and dispose of 223 fan palm trees, cut to low stump only. No stump removal.
- B. Prune 76 fan palm trees, which includes removing all fronds to approximately 45 degrees above horizontal, removing all loose wraps/base plates, and remove all exposed and accessible fruit/fruit spikes as directed by engineer.
- C. Contractor shall clear the existing fronds, and any new fronds caused during this project.

1.6. CONTRACTOR RESPONSIBILITIES FOR TREE REMOVAL

Provide tree removal services to MTS trees including but not limited to:

- A. To cut down the tree to the low stump.
- B. Root Removal: Without doing damage to the tree, to selectively remove large surface roots starting 3 feet out from the trunk of the tree, removing the root to the end of the run, while never removing more than 25% of a tree root system in any one annual root pruning without prior written approval of MTS Project Manager (MTS PM). If required by MTS, repair any ensuing landscape area damaged by such removal.
- C. All tree removal shall be done in a manner to protect surrounding property, vegetation, etc.

- D. Any palm tree under 8-ft in height will remain.
- E. MTS will not provide supplies. Contractor needs to supply all necessary standard or special equipment, tools, supplies required to perform the work.
- F. Contractor will not be responsible if a tree dies during removal of roots if the Contractor follows the instructions in the Scope of Work.

1.7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

- A. Debris Removal: Removal of all debris from the work site. Include the prompt transport all green waste to a composting facility or a transfer station that offers separate processing for a green waste for composting at Contractor's expense.
- B. MTS Approval: The Contractor shall not remove any trees or shrubs unless authorized by MTS PM or designee.

The MTS PM has the right to modify or suspend any work assignment for any reason, including adverse weather conditions, at no cost to MTS.

- C. Inspections: All completed work is to be inspected and accepted by MTS PM or designee upon completion. All work that is not completed to the satisfaction of MTS will be corrected within three (3) working days.
- D. Repairs to Property: Contractor shall exercise great caution and report any damages to MTS property or other's property during performance of services. Contractor shall be responsible for repairs or replacement in a timely manner when damages are incurred, whether such acts were intentional or not. All replacements and repairs shall be performed after coordination and written approval from the MTS PM.

1.8. CONTRACTOR'S STAFF

Contractor certifies that it shall:

- A. Provide qualified staff, legally eligible to work under the laws of the United States of America. Contractor 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 communications such as work orders and invoicing.
- C. Provide uniformed employees who must have proper identification at all times when on MTS property.
- D. Ensure that no illegal drugs or alcohol will be consumed on site or off the premises while on a job for MTS.
- E. Be responsible for all its employee's acts during performance of services.

1.9. SAFETY

Safety is very important to MTS during the performance of this contract. Identification and location of all utility or power lines are the responsibility of the Contractor.

The Contractor shall:

- A. At all times ensure the safety of Contractor staff, MTS employees and the general public.
- B. It is especially important that the Contractor trains its staff in the proper ways to work around power lines, and staff shall follow the power line-clearance requirements as applicable. Throughout the contract term, Contractor must follow the power line-clearance requirements, maintain overhead power line clearance certifications and training records, and make them available to MTS for review at any time.
- C. Tree trimmer shall have overhead power line clearance certification.
- D. Proceed with caution to avoid damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor shall notify the MTS PM immediately.
- E. In the event utilities are damaged during tree trimming or removal process, temporary services and/or repairs shall be made immediately, at the Contractor's expense, to maintain continuity of services, and permanent repairs shall be made in a timely manner at Contractor's expense.
- F. Ensure that its staff receives the training required to perform the contract, including but not limited to safety, compliance with best practices and OSHA standards on both personnel and equipment requirements. Contractor's personnel shall be fully qualified and trained to operate the equipment and be knowledgeable in safe operating practices regarding tree trimming and removal.

1.10. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

PWL363.0-23
Massachusetts Palm Tree Removal
ATT 1 - Bid Form Rev1

**** Fill in the Green Cells ****

	Price per Tree	Cut and Dispose 223 Fan Palm Tree	Prune 76 Fan Palm Tree
Cut and Dispose of Fan Palm Tree	\$ 650.00	\$ 144,950.00	
Prune Fan Palm Tree	\$ 200.00		\$ 15,200.00
Overall Total (Basis for Award)		\$ 160,150.00	

Costs shall be firm fixed prices, all-inclusive of all related costs. These include but are not limited to all skilled labor, supervision, tools, equipment and transportation required to properly perform remove and disposal, and prune. MTS shall not pay additional costs.



Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Mount San Miguel Radio Site Lease – Contract Amendment

RECOMMENDATION:

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

- 1) Ratify the original agreement MTS Doc. No. G1321.0-10 (Attachment A); and
- 2) Execute Amendment 2 (in substantially the same format as Attachment B), with American Tower Corporation from February 1, 2023 to January 31, 2030, in the amount of \$432,609.40. (Note: Amendment 1 was issued as a no-cost amendment clarifying payment terms only. See Attachment C.)

Budget Impact

The total cost of this contract is estimated to be \$793,641.66 (current MTS Purchase Order (PO) # 4500005936 (Attachment D) at \$361,032.26+\$432,609.40). The project will be funded by Bus Operations – Leases/Movement Control, operating budget account 202014-596100.

DISCUSSION:

When the Regional Transportation Communication System (RTMS) was originally solicited and installed by the San Diego Association of Governments (SANDAG), radio site leases were obtained by SANDAG. Once SANDAG completed the installation phase, some site leases were assigned to MTS and/or North County Transit District (NCTD).

One such assignment is SANDAG agreement #5000378, entered between SANDAG and Station Venture Operations, LP, executed on February 11, 2005. The term of the contract was a 5-year base with four 5-year options (25 years total). The end date is January 31, 2030.

Following completion, this agreement was assigned to MTS on May 21, 2010 as MTS Doc. No. G1321.0-10. MTS provides oversight of the Mount San Miguel location and subsequent administration of the site operator, American Tower Corporation. The site requires constant and careful oversight as well as maintenance to ensure the RTMS system remains fully functional so as to mitigate the risk of a system failure, which would drastically affect MTS's operational



continuity. To ensure the site operator provides continuous service to the site and the RTMS system, the agreement provides quarterly payments to American Tower Corporation for rent, energy fees, operations and maintenance.

Specifically, the agreement calls for the following fees to be paid according to Article Three, "License Terms and Fees":

- 1) Quarterly rent payments due February 1, May 1, August 1, and November 1. The rent increases each year by 5%.
- 2) Quarterly energy fees in the amount of \$150.
- 3) Quarterly payments toward MTS's share of the "Operating Cost Fee" to run the site. The estimated amount is set each year and billed quarterly. If the annual fees are above the estimated amounts, a supplemental bill is sent at the end of the year for payment. If the fees increase as a result of higher costs, the agreement will be amended to increase the funds.

To ensure MTS's RTMS system remains operational at the Mount San Miguel site, a multiyear PO # 4500005936 was issued in 2016 to streamline payment of the aforementioned fees. The current PO amount is \$361,032.26.

In 2016, MTS updated its policy to require lease agreements over \$100,000.00 in cost to receive Board approval. MTS has entered into the original lease and subsequent Amendment 1, a no-cost amendment clarifying payment terms only. MTS desires to continue the use of the facilities under Amendment 2, from February 1, 2023 through January 31, 2030.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to:

- 1) Ratify the original agreement MTS Doc. No. G1321.0-10 (Attachment A); and
- 2) Execute Amendment 2 (in substantially the same format as Attachment B), with American Tower Corporation from February 1, 2023 to January 31, 2030, in the amount of \$432,609.40.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Agreement MTS Doc. No. G1321.0-10
B. Draft Amendment 2, MTS Doc. No. G1321.2-10
C. Amendment 1, MTS Doc. No. G1321.1-10
D. MTS Purchase Order No. 4500005936



Metropolitan Transit System

Att.A, AI 9, 01/26/23

DOCUMENT/CONTRACT LOG SHEET

Check all that apply: ☒ local ☐ state ☐ federal

Failure to complete appropriate sections will cause a delay in contract processing.

Please Use Ink (Black or Blue)

General Information

Firm/Agency/Contractor Name and Address:

Sandag
401 B Street
Suite 800
San Diego, CA 92101

File #(s) ADM 160.2

Document/Contract #: 61321.0-10

W.O. #

This Contract Amendment Amount: _____

Total Contract Amount (including all amendments): \$4,594.61/yr.

Total Board Approval Amount: _____

Board Approval Date: _____ Agenda Item # _____

- ☐ Corporation ☐ Partnership
☒ Public Agency ☐ Sole Proprietor

Local: ☐ Yes ☐ No

Document/Contract Purpose:

Assignment of site
lease.

FY	Budget Line Item(s)/Project/WBS #	Amount	Remaining Budget Balance
10	202 - 596.10	\$ 4,594.61	\$
		\$	\$
		\$	\$
		\$	\$

Type of Contract: ☐ Construction (C) ☐ Services (S) ☐ Goods & Commodities (P) ☐ Specialty (L) ☒ Sole Source/Other (N)

DBE Firm (Yes/No) No

Goal _____

Actual _____

PPR _____

List of Certified Firms/Subcontractors:

Name	Type of Work	Amount	Ethnicity/Gender
		\$	
		\$	
		\$	
		\$	
		\$	

Insurance - Monitored by: ☒ MTDB ☐ Insurance Consultant ☐ N/A

☒ Less than 100k ☐ 100k or more

Total _____

Routing Review/Approval

1. Project Manager: [Signature] Date: 4/20/10
2. Director: [Signature] Date: 4/22/10
3. Finance: [Signature] Date: 4/22/10
4. Counsel: TLL Date: 4/22/10
5. Gen. Manager: [Signature] Date: 4/26/10

Document Mailout

Date: 4/26/10

Letter type: _____

Mailed by: TLL Database Entry: ☒

Special Handling: _____

Distributions: _____

Tickler ☒ Finance _____ Read _____ Chron. _____

Executed Document

Date: 6/10/10

Distributions: Project Manager ☒ Finance: _____

Insurance Consultant _____ Date Sent: _____

Other cc: _____

Completion Date: 1.31.30

Comments: _____

61321.0-10
SANDAG



401 B Street, Suite 800, San Diego, CA 92101
(619) 699-1900 • FAX (619) 699-1905 • www.sandag.org

Date: 05/19/2010

LETTER OF TRANSMITTAL

TO: Teresa Gonzalez-White
MTS
1255 Imperial Avenue Suite 1000
San Diego, CA 92101-7490

RE: SANDAG Contract# 5001319

NO. OF COPIES	DESCRIPTION (Date of material)
1	Original Copies of Fully Executed Agreement

THESE ARE TRANSMITTED

- ☐ As requested
 ☐ For approval
 ☐ For review & comment
 ☐ For action
 ☒ For your records
- ☐ Make corrections noted
 ☐ Amend & resubmit
 ☐ Other

PLEASE NOTE

Hi Maureen,
Please find attached the above referenced document/s for your records.
Christine Eary is the PM on this procurement and can be reached at 619-699-6928 for all service and invoicing questions.

Thank you,

Shirlee Dove
Contracts and Procurement Assistant

CC: _____

By: Shirlee Dove
Phone: (619) 699 - 7377
E-Mail: sdo @sandag.org

PLEASE ACKNOWLEDGE RECEIPT

- ☒ Not requested
☐ Please call upon receipt
☐ Please return signed & dated copy

Received by: _____

Date: _____

COPIES: Client SANDAG Files Project File



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

April 29, 2010

Ms. Janet Yeh
SANDAG
401 B Street
San Diego, CA 92101

Dear Ms. Yeh:

Subject: MTS DOC. NO. G1321.0-10 ASSIGNMENT OF SITE LEASE

Enclosed are two copies of the above-referenced document. Please obtain the appropriate signatures for both copies, keep one copy for your records, and return the copy marked "original" to me.

If you have any questions, please contact Tim Allison at 619.595.4903.

Thank you for your cooperation in this matter.

Sincerely,

Teresa Gonzalez-White
Contracts Specialist

Enclosures

MTS Doc. No G1321.0-10
ADM 160.2

 **ORIGINAL**

Site Name: San Miguel, CA
SANDAG Agreement #5000378

**ASSIGNMENT, ASSUMPTION, AND CONSENT
TO ASSIGNMENT OF SITE LEASE**

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT TO ASSIGNMENT OF SITE LEASE is made and entered into as of the 2nd day of May, 2010, by and between SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG), with a mailing address of 401 B Street, Suite 800, San Diego, California 92101 (herein "Assignor") and METROPOLITAN TRANSIT SYSTEM (MTS), with an address at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101 (herein "Assignee").

WITNESSETH:

WHEREAS, Assignor as Tenant and Station Venture Operations, LP as Landlord entered into that certain License Agreement dated February 11, 2005, ("License Agreement") attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the License Agreement, and Assignee desires to assume all of Assignor's obligations and duties under the License Agreement.

WHEREAS, in March 2008, Station Venture Operations, LP assigned and transferred to Richland Towers-San Diego, LLC all its right, title, and interest as licensor in the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, and interest in and to the License Agreement.
2. Assignee hereby assumes and agrees to be bound by all of the covenants, agreements, terms, provisions, and conditions set forth in the License Agreement as of the date of execution of this agreement, including but not limited to all of the obligations, duties, and covenants of Assignor under the License Agreement arising and to be performed and observed hereunder pursuant to the License Agreement.
3. This Assignment shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above by the proper officers duly authorized hereunto.

ASSIGNOR:

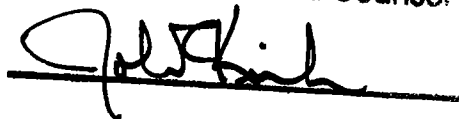
SANDAG

By: 

Name: SAMUEL JOHNSON

Title: ITS CEO

Approved as to form
by Office of General Counsel



ASSIGNEE:

MTS

By: 

Name: PAUL C. JABLONSKI

Title: CEO

CONSENT

Richland Towers-San Diego, LLC hereby consents to the above Assignment and hereby releases and discharges Assignor from any and all liabilities for the performance of any covenants, duties, or obligations which have accrued or will accrue under the Lease.

Richland Towers-San Diego, LLC

By: N/A

Name:

Title:

*not required per
agreement for MTS*

Attachment: Exhibit A (Original Lease. 23 pages)

Exhibit A

LICENSE AGREEMENT

This agreement (this "License Agreement") is made and entered into as of January _____, 2005 by and between **Station Venture Operations, L.P.**, a Delaware limited partnership having a place of business at 225 Broadway, San Diego, CA 92101 ("**Licensor**"), and the **San Diego Association of Governments**, a public agency, having its principal offices and place of business at 401 B Street, 8th Floor, San Diego, California, 92101-4231 ("**Licensee**").

RECITALS

- A. Licensor is the owner of certain land located at Mount San Miguel (the "Premises"), upon which Licensor has constructed a 130 foot multi-purpose communications tower (the "Tower"), an equipment building containing transmitters, receivers and associated equipment in connection with the operation of the Tower (the "Building") and conduits, wires, cables, lines and other related connections.
- B. Licensee desires the non-exclusive use of space on and within the Tower and the Building for the installation and construction of equipment and facilities in accordance with the provision of this License Agreement.

NOW THEREFORE, in consideration of the mutual promises of Licensor and Licensee, and the terms and conditions of this License Agreement, Licensor and Licensee agree as follows:

**ARTICLE ONE
LICENSED PROPERTIES**

Section 1.01. In consideration of the terms and conditions contained in this License Agreement, Licensor permits, authorizes, and allows Licensee to erect, install, use and maintain the following equipment (collectively, "Licensee's Equipment") in the Building and upon the Tower:

- (a) Two antennas to be located on the Tower at approximately forty and sixty feet above ground level;
- (b) Two 7/8" coaxial cables from the antennas described in subsection (a) above to Licensee's Rack Address (as hereinafter defined);
- (c) Three standard EIA equipment racks, to be located in the Building as per plans annexed to this License Agreement as Exhibit A (the "Licensee Rack Address"); and
- (D) Within such racks, five (5) Motorola Quantar Transceivers, TeNSr Channel Bank, Receiver Multicoupler/Transmit Combiner, GPS Standard, telephone (LEC) interface and DC Plant.

Licensor also permits, authorizes and allows Licensee the right of limited access to the Premises subject to those rules and regulations set forth in Exhibit B annexed to this License Agreement and the other terms and conditions of this License Agreement. The rights and interests permitted,

authorized and allowed by Licensor to Licensee under this Section 1.01 are collectively referred to as the "License".

Section 1.02. Licensee's Equipment shall be limited to a maximum total power output of 100 (ERP 209 watts) watts and to the following frequencies:

TX:	856.3250	857.3250	RX:	811.3250	812.3250
	<u>858.3250</u>	<u>859.3250</u>		<u>813.3250</u>	<u>814.3250</u>
	<u>860.3250</u>			<u>815.3250</u>	

Section 1.03. (a) If at any time Licensor determines that the portion of the Tower utilized by Licensee pursuant to the terms hereof is required to accommodate Licensor's antennas and lines or other equipment for Licensor's transition to other systems, Licensor may, at its sole cost and expense, move/relocate Licensee's Equipment located on or within such portion of the Tower to a different position on the Tower agreeable to Licensee. Licensor shall provide Licensee a minimum of one (1) year written notice prior to the commencement of any such relocation of Licensee's Equipment on the Tower.

(b) In the event of any relocation of Licensee's Equipment in accordance with paragraph (a) above, Licensee shall have the option either (i) to reduce, as of the date of such relocation, the amount of the License Fee in proportion to the percentage of the reduction in height above ground level of any antenna that is part of Licensee's Equipment on the Tower as a result of such relocation, or (ii) to terminate this License Agreement as of the date designated by Licensor for such relocation. Licensee shall provide Licensor with written notice of its election of either option herein not less than sixty (60) days following Licensor's notice to Licensee of Licensor's intention to relocate a portion of Licensee's Equipment as required under paragraph (a) above.

(c) Licensee hereby releases and shall hold Licensor harmless from any liability, loss, damage, cost or expense related to Licensee's inability to transmit during the physical relocation of any of Licensee's Equipment in accordance with this Section 1.03, or due to Licensee's decision to exercise its option to terminate this License Agreement in accordance with paragraph (b) above.

Section 1.04. Nothing contained in this License Agreement shall be deemed to entitle Licensee to the exclusive possession of any portion of the Tower, it being the intention of the parties that as many licensees as possible be accommodated upon the Tower. Licensee shall cooperate with Licensor, when such cooperation is requested by Licensor, in connection with the installation of any new equipment or new facilities (whether for the use of Licensor or any other licensee) to be installed upon any portion of the Tower or in any portion of the Building, including, without limitation, ceasing use of Licensee's Equipment for short periods of time to accommodate the construction and installation of the new equipment or new facilities.

Section 1.05. All of Licensee's Equipment installed or brought upon the Premises by Licensee shall remain the sole property of Licensee, shall be installed by Licensee in accordance

with Article Two and the other provisions of this License Agreement, shall be maintained and repaired by Licensee in accordance with Article Five and the other provisions of this License Agreement, shall be insured in accordance with Article Seven and the other provisions of this License Agreement and upon expiration or termination of this License Agreement shall be removed from the Premises in accordance with Article Ten and the other provisions of this License Agreement.

ARTICLE TWO LICENSEES' CONSTRUCTION

Section 2.01. (a) Prior to the installation of any of Licensee's Equipment or construction of any facilities by Licensee necessary to its operation, uses and purposes, Licensee shall submit to Licensor at least thirty (30) days in advance for Licensor's written approval, and where applicable for written approval of the Tower manufacturer, all data sheets, engineering drawings, plans and specifications of Licensee's Equipment and related facilities intended for use by Licensee. All such data must be submitted in triplicate to Licensor.

(b) Licensee's Equipment must be installed on the Tower in strict accordance with the requirements set forth in Exhibit B annexed to this License Agreement.

(c) If any lien is filed as a result of work performed for, or supplies or materials furnished to Licensee in connection with the installation or maintenance of Licensee's Equipment, Licensee must discharge or release the lien within ten (10) days after Licensee receives notice of the lien.

Section 2.02. Licensee shall pay to Licensor as part of the Quarterly License fee, its pro-rata share of electricity consumed at the Premises. At any time during the Term, Licensor may install, at Licensee's expense, submeters at the Premises to measure Licensee's consumption of electricity at the Premises. Licensor shall make available to Licensee electrical power, and Licensee shall pay Licensor, within ten (10) days after demand by Licensor, Licensor's cost for electricity furnished to the Premises as measured by such submeters. Licensee shall reimburse Licensor for the actual cost incurred for installing any additional wiring and fixtures required to provide electrical power for Licensee's Equipment, including the cost of the above submeters. This charge will be in addition to any other sums payable pursuant to the terms of this License Agreement.

Section 2.03. If Licensor reasonably determines that it becomes necessary to install conduits to facilitate the routing of leased telephone facilities, transmission lines, or other necessary accommodations required for Licensee's Equipment, Licensee will reimburse Licensor for the actual cost incurred for installing said conduits. This charge will be in addition to any other sums payable pursuant to the terms of this License Agreement.

Section 2.04. Licensee shall obtain and have installed at the Premises, at its sole cost and expense, any telephone service required by Licensee. Such service shall be obtained from the utility provider servicing the Premises.

ARTICLE THREE LICENSE TERM & FEES

Section 3.01. (a) The License under this License Agreement shall commence on the earlier of (i) February 1, 2005, or (ii) the date on which Licensee's Equipment achieves ready status (the earlier of such dates being the "Commencement Date") and shall expire on a date five (5) years after the Commencement Date (such date or such earlier date on which the License shall terminate in accordance with the terms of this License Agreement being the "Termination Date").

(b) Licensee shall have the option of extending the term of this License for a maximum of four (4) additional terms of five years each (each five year period a "Renewal Term") provided that at the time of each such renewal, Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee. Provided that the foregoing condition is satisfied, this License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor of Licensee's intention not to renew this License at least 6 months prior to the end of the then existing term.

Section 3.02. (a) In consideration of the License, Licensee shall pay Licensor license fees as follows:

- (i) in advance on the first day of each annual quarter (commencing on the Commencement Date and continuing each February, May, August and November to the Termination Date), the following fees:
 - (A) a quarterly license fee (such fee, as increased in accordance with the provisions of paragraph (c) below, being the "Quarterly License Fee"), in the initial amount of \$3,600 per quarter;
 - (B) a quarterly operating cost share fee, as calculated in accordance with the provisions of paragraph (e) below, being the "Operating Cost Fee"; and
 - (C) a quarterly energy fee, in the amount of \$150.00 per quarter, as payment for the cost of utility service provided to the Licensed Areas (such fee, the "Energy Fee").

(b) Licensee shall also be responsible for payment of all taxes and fees, if any, that may be imposed by any Federal, state or local government on this License, the Initial License Fee, the Quarterly License Fee, the Operating Cost Fee, the Energy Fee, this License Agreement or any additional charges paid under this License Agreement. If any such amount shall be required by law to be paid by Licensor, Licensee shall pay such amount, in advance, to Licensor as part of the Quarterly License Fee.

(c) On each anniversary of the Commencement Date the Quarterly License Fee shall be increased by five percent (5%) of the amount of the Quarterly License Fee in effect immediately prior to such anniversary.

(d) The Operating Cost Fee shall be an amount equal to Licensee's proportionate share of all operating costs incurred by Licensor relating to the operation and maintenance of the Premises. Licensee's proportionate share of such operating costs shall be determined by apportioning the total operating costs for the Premises equally among licensees (including Licensor, if applicable) occupying the Premises. Operating costs shall include, but not be limited to, the following:

- (i) Any and all personal and real property taxes assessed against the Premises and/or any equipment or facilities used for common purposes;
- (ii) The cost of insuring the Tower, the Building and the surrounding Premises;
- (iii) Electrical charges as invoiced by the power company for all common areas, unless separately metered;
- (iv) Charges for the maintenance of and fuel consumed in the use of the emergency power generator system; and
- (v) All other operational, management and maintenance expenses reasonably incurred in the operation and management of the Tower and Premises, including but not limited to, professional services such as a site manager, engineering consultants and a management company and servicing of elevators, where applicable.

(e) If the Commencement Date occurs on a date other than the first day of a calendar month, on the Commencement Date Licensee shall pay to Licensor (in addition to the Initial License Fee) a portion of the Quarterly License Fee, the Operating Cost Fee and the Energy Fee adjusted for the period from the Commencement Date to the last day of the quarter in which the Commencement Date occurs.

Section 3.03. The Initial License Fee, the Quarterly License Fees, the Operating Cost Fees, the Energy Fees, as well as any and all other amounts payable by Licensee to Licensor under the terms of this License Agreement or otherwise (collectively, the "License Fees"), shall be paid promptly when due, without notice or demand and without any deduction or setoff for any reason whatsoever, in lawful money of the United States at the principal office of Licensor or at such place within the continental limits of the United States as Licensor shall from time to time designate by notice to Licensee.

Section 3.04. All License Fees and other sums due, owing or payable to Licensor by Licensee pursuant to this License Agreement, unless otherwise set forth, shall be payable within ten (10) days of the due date, and if not so paid shall be deemed delinquent, and shall be paid with interest on the delinquent amount for each day from the due date to the date of payment at the lesser of (i) one and one-half percent per month, or (ii) the highest rate of interest lawfully allowed to be charged.

ARTICLE FOUR INDEMNIFICATION

Section 4.01. Subject to Section 7.03 below, Licensee covenants and agrees, at its sole cost and expense, to hold harmless, indemnify and protect Licensor and its officers, directors,

employees and agents against and from any and all claims by or on behalf of any person, firm or corporation, arising from the conduct or management of or from any work or thing whatsoever done by Licensee, its agents, invitees, employees or contractors in, on or about the Premises or otherwise arising from the use or occupancy of any portion of the Premises by Licensee, its agents, invitees, employees or contractors, excepting only claims solely due to or caused solely by (i) the acts or omissions of Licensor, its agents, invitees, employees or contractors, or (ii) the breach of any provision of this License Agreement by Licensor, its agents, invitees, employees or contractors.

Section 4.02. Subject to Section 7.03 below, Licensor covenants and agrees, at its sole cost and expense, to hold harmless, indemnify and protect Licensee and its officers, directors, employees and agents against and from any and all claims by or on behalf of any person, firm or corporation, arising from the conduct or management of or from any work or thing whatsoever done by Licensor, its agents, invitees, employees or contractors in, on or about the Premises or otherwise arising from the use or occupancy of any portion of the Premises by Licensor, its agents, invitees, employees or contractors, excepting only claims due to or caused by (i) the acts or omissions of Licensee, its agents, invitees, employees or contractors, or (ii) the breach of any provision of this License Agreement by Licensee, its agents, invitees, employees or contractors.

ARTICLE FIVE MAINTENANCE AND REPAIRS, AND RIGHT OF INSPECTION

Section 5.01. Licensee shall have access to the Premises to service Licensee's Equipment twenty-four (24) hours a day, seven (7) days a week. Access to the Tower will be subject to the rules set forth in Exhibit B and, except for emergency situations, prior permission for access to the Tower must be received from Licensor's Site Engineer, Manager or other authorized personnel of Licensor.

Section 5.02. Licensor and the authorized representatives of Licensor shall have the right to enter upon the Premises at any time for the purpose of exhibiting or inspecting the same and for making any necessary repairs to the Premises and performing any work therein that may be necessary to comply with any laws, authority, or that may be necessary to prevent interference, waste or deterioration in connection with the Premises, which Licensee is obligated, but has failed, to make, perform or prevent, as the case may be, after reasonable notice to Licensee. No duty to so do, however, shall be implied herefrom.

Section 5.03. Licensor shall undertake to comply with the applicable Sections of Part 17 of the Rules and Regulations of the Federal Communications Commission pertaining to lighting, painting, inspection and maintenance of the Tower.

Section 5.04. If Licensor finds it necessary to make repairs to the Tower, Licensee may be requested to and shall cooperate by ceasing use of Licensee's Equipment for short periods of time to accommodate such repairs.

ARTICLE SIX OBJECTIONABLE INTERFERENCE

Section 6.01. The installation and operation of Licensee's Equipment may not interfere electrically, or in any other manner whatsoever, with the equipment of Licensor or of any other user operating and maintaining equipment on the Tower and in the Building. Notwithstanding anything in this License Agreement to the contrary, it is expressly agreed that if the installation or operation of Licensee's Equipment shall in any way interfere with the operations of Licensor or any other user, Licensee will upon request (verbal or otherwise) from Licensor immediately suspend its operation and/or remove Licensee's Equipment causing such interference until the interference shall, in the sole judgment of Licensor, have been eliminated or remedied. In the event Licensee fails to immediately cease operations and/or remove Licensee's Equipment as provided in this Section, Licensor may do whatever it deems necessary to accomplish same, including discontinuance of the electricity supplied to Licensee's Equipment and removal of Licensee's Equipment. Licensee will have priority over installations subsequent to the date of Licensee's original installation on the Tower, with regards to resolving matters under this Section. In the event Licensee is unable to eliminate such interference, Licensee may, at its option, terminate this License Agreement.

ARTICLE SEVEN INSURANCE AND DAMAGE

Section 7.01. Throughout the term of this License Agreement, Licensee shall be responsible for insuring Licensee's Equipment and any other improvements which may at any time be made or installed by Licensee on the Premises, and all equipment and fixtures appurtenant thereto. Except for acts of gross negligence or other deliberate wrongful acts of Licensor, Licensor shall have no responsibility for any injury or accident which may be caused to Licensee's Equipment or installation, Licensee representing that same are and will be adequately insured.

Section 7.02. Licensee shall, at its sole cost and expense, keep and maintain appropriate policy or policies of insurance at all times during the term of this License Agreement, which at a minimum shall insure the following:

- (a) Public liability insurance, insuring Licensor and Licensee in a minimum amount of Three Million Dollars (\$3,000,000) per occurrence, including therein premises, medical payments of at least \$50,000 per person, \$100,000 in the aggregate and personal injury insurance with at least a \$1,000,000 limit and statutory workers compensation coverage. Each policy of insurance shall name Licensor and National Broadcasting Company, Inc. as additional insureds thereon, evidenced by a certificate of insurance which shall contain a provision to the effect that

Licensors shall receive a thirty (30) day written notice of any cancellation or change in the policy.

- (b) Standard extended coverage hazard insurance, insuring Licensee's Equipment, containing a waiver by the insurance company of all rights of recovery by way of subrogation it may have against Licensors in connection with any loss or damage covered by such policy, evidenced by a certificate of insurance which shall contain a provision to the effect that Licensors shall receive a thirty (30) day written notice of any cancellation or change in the policy.

Section 7.03. Licensors and Licensee hereby agree to release each other with respect to any claim (including a claim for negligence) which the other party may have against such party for loss, damage or destruction of, or liability for damages to, the property of the other occurring during the term of this License Agreement, to the extent it is covered by such party's insurance.

ARTICLE EIGHT CASUALTY AND CONDEMNATION

Section 8.01. If the Premises or any portion thereof is damaged by fire or other casualty, Licensors shall have the option, within ten (10) days of the occurrence of such event, to terminate this License Agreement by giving Licensee notice of such termination. If Licensors elects to terminate this License Agreement, the License and this License Agreement shall expire upon the 10th day after such notice is given and Licensee shall vacate the Premises and surrender same to Licensors in the condition required hereunder. If Licensors does not exercise Licensors's option to terminate this License as aforesaid, Licensors shall promptly repair and restore the Premises to substantially the same condition which existed immediately prior to the occurrence of such event, to the extent the same may be feasible, but Licensors shall have no obligation to repair or restore any of Licensee's Equipment. If Licensee's Equipment is rendered unusable due to damage to the Tower, the License Fees shall abate for such period that Licensee's Equipment is unusable.

Section 8.02 If that portion of the Premises on which the Tower is located is acquired or condemned by any public authority under the power of eminent domain, this License Agreement shall terminate as of the date title is vested in the public authority.

ARTICLE NINE DEFAULT PROVISIONS

Section 9.01. The License and the term of this License Agreement are subject to termination if at any time during the term of this License Agreement any one or more of the following events (each, an "Event of Default") shall occur:

(a) If Licensee files or has filed against it any form of petition or institution of any proceedings under the Bankruptcy Code as it now exists or is hereafter amended, or shall attempt to or shall effect an assignment for the benefit of creditors, or any proceeding for which a trustee or receiver of all or a substantial part of the property of Licensee shall be appointed by any court, and any such petition or proceeding shall not be set aside or dismissed or the appointment of such trustee or receiver revoked within one hundred twenty (120) days.

(b) If Licensee shall fail to pay any installment of License Fees or other charges set forth herein within ten (10) days after same became due and owing.

(c) If Licensee shall fail to perform or observe any of the requirements of this License Agreement (other than the payment of License Fees) and such failure continues for a period of thirty (30) days following written notice by Licensor to Licensee.

(d) If Licensee shall fail, following ten (10) days written notice by Licensor to Licensee, to actively and diligently make and seek approval of appropriate applications for the issuance of permits, license or other authorizations required for the maintenance and operation of Licensee's Equipment at the Premises.

Upon the happening of any one or more of the aforementioned Events of Default, and the expiration of the period of time prescribed in any such notice for the curing of such Event(s) of Default, Licensor may terminate this License Agreement.

Section 9.02. If this License Agreement shall be terminated as set forth in Section 9.01, Licensee shall have thirty days to remove Licensee's Equipment or any of its other property from the Premises. After said thirty day period, Licensor, or Licensor's agents or servants, may immediately or at any time thereafter remove from the Premises Licensee, its agents, employees, servants, licensees, and any assignees, and other persons, firms or corporations, and all or any of Licensee's Equipment or any of its or their other property, by any suitable action or proceeding at law or by legally permissible force or otherwise, without being liable therefore, and repossess and enjoy and re-license said property, together with all additions, alterations and improvements thereto.

Section 9.03. In any case of any such termination, re-entry or dispossession, the License Fees shall thereupon become due and be paid up to the time of such termination, re-entry or dispossession, and Licensee shall pay to Licensor all reasonable expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Licensor for restoring the Premises. In no event, however, shall Licensee be relieved of liability or damages suffered by Licensor resulting from such default and termination of this License Agreement prior to completion of the designated term thereof.

ARTICLE TEN TERMINATION AND

SURRENDER OF PREMISES

Section 10.01. Upon the Termination Date, Licensee shall remove or cause to be removed all of Licensee's Equipment, such removal to be done in a workmanlike manner and without interference with or damage to any other equipment of Licensor or any other user in operation on the Tower or in the Building, and to pay all costs in connection with such removal. Licensor shall give Licensee reasonable access to the Premises for removal of Licensee's Equipment during a period not to exceed thirty (30) days after the Termination Date. Any resultant damage to the Premises shall be repaired, by and at the expense of Licensee.

Section 10.02. If after the Commencement Date, Licensee determines that the Premises are no longer technically compatible for its intended use, or if Licensee is unable to conduct its business from the Premises under the License due to governmental prohibition or other reasons beyond Licensee's control, this License Agreement may be canceled by Licensee upon ninety (90) days written notice to Licensor.

ARTICLE ELEVEN ASSIGNMENTS AND TRANSFERS

Section 11.01. This License Agreement, the License and all rights, powers, privileges and immunities hereby granted to Licensee shall not be assigned, sublet, sold, transferred, or otherwise encumbered by Licensee without the prior written consent of Licensor, which consent shall not be required for an Assignment by Licensee to the San Diego Metropolitan Transit Development Board ("MTDB") or the North San Diego County Transit Development Board ("NCTD"). Any assignment shall be effectuated by an instrument in writing duly accepted by the assignee whereby the assignee shall assume and agree to be bound by the covenants, agreements, terms, provisions and conditions set forth in this License Agreement and only if there shall not be any uncured Event of Default on the part of Licensee at the time of assignment. Prior to the effective date of any such assignment, Licensee shall cause to be delivered to Licensor for its consent an executed copy of any such assignment and acceptance.

ARTICLE TWELVE ENVIRONMENTAL

Section 12.01. Licensee hereby covenants that it shall bring onto the Site no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCB's), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively, "Environmental Hazards"). For purposes of this License Agreement, the term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.) ("CERCLA"), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

Licensee agrees to indemnify, save and hold harmless Licensor and its respective present and future officers, directors, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments and costs and expenses incidental thereto (including, but not limited to, the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees), which Licensor or all or any of the Indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (A) any governmental action, order, directive, administrative proceeding or ruling; (B) damage (including loss of use) to any property (public or private); (C) cleanup, rendition, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or (D) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency indirectly caused by or arising out of any Environmental Hazards existing on or about the site but only to the extent that any such existence is caused by the activities of Licensee and/or Licensee's officers, directors, employees, agents, invitees or licensees.

ARTICLE THIRTEEN MISCELLANEOUS

Section 13.01. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other under this License Agreement shall be addressed as follows (and, if given or required to be given in writing, sent by certified mail, return receipt requested, FedEx or similar reputable overnight courier, or by personal delivery, in each instance to the following address):

If to Licensor:	Station Venture Operations, L.P. c/o KNSD-TV 225 Broadway San Diego, CA 92101 Contact: Patti Morrison Telephone: (619) 578-0265
If to Licensee:	SANDAG 401 B Street, Ste. 800 San Diego, CA 92101-4231 Contact: James Dreisbach-Towle Telephone: (619) 699 -1914

Either party may change its address by notifying the other party in writing of its new address at least forty-eight (48) hours before such change of address is to become effective.

Section 13.02. The terms, conditions, covenants, provisions and agreements contained in this License Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns, and shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns.

Section 13.03. This License Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 13.04. This License Agreement and the Exhibits annexed hereto set forth the entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior discussions, negotiations, understandings and agreements are hereby merged herein.

Section 13.05. The captions and headings throughout this License Agreement are for convenience and reference only, and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction of meaning of any provisions of or the scope or intent of this License Agreement nor in any way affect this License Agreement.

Section 13.06. The failure of Licensor to require strict performance of any of the provisions of this License Agreement on any occasion will not be construed as a waiver of said provisions with respect to future occurrences or occasions; nor will the failure of Licensor to avail itself of any remedy on any occasion prevent Licensor from recourse to said remedy on other occasions.

Section 13.07. Licensor and Licensee, respectively, represent and warrant to the other that all necessary corporate action has been duly taken to authorize the execution and delivery of this License Agreement and the performance or observance of the provisions of this License Agreement.

Section 13.08. All references in this License Agreement to Sections, Articles or Exhibits shall refer to Sections and Articles of this License Agreement and to Exhibits attached to this License Agreement. Exhibits attached to this License Agreement shall be deemed part of this License Agreement and incorporated herein, where applicable, as if fully set forth in this License Agreement.

Section 13.09. Attorney's Fees. In the event of any controversy, claim, or dispute relating to this instrument, or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

LICENSOR:

STATION VENTURE OPERATIONS, LP

WITNESS: Billy Mews

By: [Signature]

Name: PHILIP SCHWARTZ

Title: GENERAL MANAGER

Date: 2/11/05

LICENSEE:

SANDAG

WITNESS: Doree A. Harvey

By: [Signature]

Name: Gary L. Gallegos

Title: Executive Director

Date: February 4, 2005

EXHIBIT "A"

[Attach plans for location of Licensee's Equipment in the Building]



EXHIBIT "B"
Policies and Procedures for Equipment Installations:

EQUIPMENT INSTALLED WITHIN THE BUILDING:

1. All installations of equipment will be in accordance with specifications of Licensor and will occupy only the designated space within the Building at the specified Licensee Rack Address. All other devices or associated equipment not shown on the original or authorized amendment forms will be considered unauthorized, will not be part of Licensee's Equipment and will not be permitted on the site.
2. Only authorized transmitters, receivers and associated processing and/or monitoring equipment will be permitted as part of Licensee's Equipment. Each item of Licensee's Equipment identified as either a "transmitter" or "receiver" of radio frequency energy must be properly identified by labels clearly indicating the transmit or receive frequencies applicable to that device. All of Licensee's Equipment must be properly licensed by the appropriate regulating authority (FCC or other government agency). Either a duplicate of the license or laminated license cards must be attached to such equipment displaying the following:
 - A. Call Sign
 - B. Designated Operating Frequency
 - C. Type of Emission
 - D. Authorized Output Power (of the final output stage)
 - E. Name of Licensee
 - F. Name and Number of Responsible Serviceman On Call

All unidentified equipment will be considered unauthorized, will not be part of Licensee's Equipment and will be removed accordingly. Such removal will occur not earlier than ten (10) days following written notice by Licensor to Licensee. Where there is no indication of Licensee identity, equipment will be removed immediately without notice.

3. As a part of the plans attached as Exhibit A, each Licensee applicant will display how the equipment will be mounted in the Licensor-provided equipment racks or in Licensee provided equipment racks, as applicable. This display will include, but not be limited to, the number of EIA rack units required for each device, its relative position to associated units, power requirements of each unit requiring A/C including volts/amperes or VA/power factor and internal heat load, if known.
4. All authorized Licensee Equipment to be located in the Building will be properly mounted in standard 19" equipment racks provided by [Licensor], except as otherwise specifically provided in this License Agreement. All such racks (whether Licensor provided or Licensee provided) will have side rails tapped for either 12-24 or 10-32 screws on standard EIA spacing. For display and mounting purposes, one "rack unit" will constitute a vertical space in the rack occupying 1-3/4". The assigned "Licensee Rack

Address" designated on Licensee's application form will be read in two sets of two numbers. The first two-digit set will designate the rack number and the second set will denote the unit(s) to be occupied by the equipment starting with the top of each rack as rack unit number one.

EXAMPLE: One installation requires 10-1/2" of rack space for the radio and 7" for the power supply and a recommended one rack unit for thermal spacing.

Radio:	$10.5"/1.75" = 6 \text{ RU (Rack Units)}$
Power Supply:	$7"/1.75" = 4 \text{ RU}$
Spacing:	$1.75" = 1 \text{ RU}$
Total Space Required:	11 RU (19.25")

Rack Address Assigned: 12-10 through 12-20
 Space Occupied is between 15-3/4" from top through 35"
 from the top of rack space available in Rack #12

Only the designated Licensee Rack Address may be used for Licensee's Equipment. Other tenants' or licensee's equipment may be assigned above or below the designated Licensee Rack Address at the discretion of Licensor.

Any equipment deemed not rack-mountable by Licensor must be approved for installation in advance and may be subject to an occupancy surcharge under the License Agreement. Where special equipment cabinets are locked or otherwise secured, Licensor must have full access. Keys or combinations required for entry must be on file at Licensor's offices. Any key copies will be kept in a secure manner.

5. **Grounding of Equipment:** Where Licensee's Equipment is not mounted in Licensor provided racks, such equipment must be bonded to the facility grounding system with copper grounding strap or equivalent copper braid capable of a minimum current carrying capacity of 75 amperes. Other grounding conductors must be approved in advance of installation. Only Silver or Tin/Lead solders and appropriate non-acidic flux will be used in the grounding system bonds. Mechanical bonds may be permitted where solder bonding is impractical. Mechanical bonds may only be made utilizing hardware approved for that purpose and composed of non-corrosive metal alloys designed to deter electrolysis. All non-standard grounding procedures must be approved by Licensor prior to the Commencement Date.
6. **Utilities Interfacing:** All telephone demure positions and A/C power distribution outlets will be designated by Licensor. Telephone line and A/C line conditioning equipment, where required, will be provided by Licensee. The use of customer-provided surge protection equipment must be pre-approved by Licensor. All switching power supplies must be registered or certified under FCC Part 15, Class B, for RF emissions or be approved by Licensor.

7. The use of RG-Type coaxial cables or similar RF transmission cables not utilizing a 100% shielded solid outer conductor is strictly prohibited. Such cable is, however, permitted for transmission of low-speed data or other RF circuits operating at 500 KHz or less provided all continuous or segmented runs are less than twenty feet in length. All braided shield or foil shielded cables are also prohibited for RF transmission. **ALL TRANSMISSION LINES MUST BE 100% CONTINUOUS SOLID SHIELD.**
8. All RF connectors shall be brass or silver-plated copper. All RF connectors are to be solder-type (not crimp type) and connected to the cable with appropriate alloy solder. Where cable size prohibits the use of solder connectors, only approved compression connectors will be permitted. Other plated connectors for use in circuits below 80 MHz may be used at the discretion of Licensee.
9. Only 24 AWG solid, 4 conductor station wire shall be used when connecting to the telephone company demarc or RJ-21 blocks. Any licensee with numerous line requirements may contact Licensor for special mass termination recommendations and designs. All cables must be cut to proper length where practical. All connections to the demarc must be assigned by Licensor and any emergency repair requiring a change must be registered within five (5) working days of the change.
10. Cable Dressing: All wiring and cables within a given rack will be properly dressed and/or bundled with Ty-Wraps or cable ties with excess cut close to the barbs. Twisted wire, tape, rope, twine, phone wire and similar bits of debris usually available on site **ARE NOT ACCEPTABLE** substitutes for proper securing hardware. All interrack cables and wiring must be properly routed and utilize the cable trays provided even if between adjacent racks. Overhead cables and RF lines must be easily removed or reworked within the cable trays. Proper care must be taken to ensure that new cables added to the trays are not stressed or intertwined with existing cables. **OVERHEAD CABLES MAY NOT CROSS PERPENDICULARS OR BE SUSPENDED IN MID AIR WITHOUT SUPPORTS. NO SUPPORTS MAY BE INSTALLED WITHOUT PRIOR APPROVAL.** All long cable runs must be properly identified at each end indicating the opposite cable end address. All cabling within the building must be cut to proper length except phasing harnesses, where required.

EQUIPMENT INSTALLED OUTSIDE OR ON THE TOWER:

1. Tower Riggers - General Requirements: All tower riggers or installers of antennas, transmission lines, cabinets, wiring or similar hardware or apparatus must meet the minimum basic requirements of Licensor. These will include, but not be limited to, the following:
 - A. The rigging company must have a current Certificate of Insurance on file with Licensor. These will include, but not limited to, the following:
 1. General Comprehensive & Liability: \$2,000,000

2. Vehicle Liability: \$1,000,000
 3. Workman's Compensation Insurance (By Statute)
- B. Demonstrated experience on similar tower types and similar work activity on similar towers within the past two years with a list of recent clients or professional references with actual knowledge of experience and necessary qualifications, or in lieu thereof, previous working relationship with Licensor and known by Licensor's personnel.
 - C. All work completed in conjunction with this authorized installation will be undertaken by the contractor in strict accordance with the rules and regulations provided by Federal OSHA and, if applicable, by State OSHA in the State or States where the work is undertaken. All work taking place more than six (6) feet above the ground will be accomplished utilizing a full-time fall protection system.

Licensor reserves the right, at its sole discretion, to reject the use of any person or tower rigging company on the Tower or any other portion of the Premises.

2. Equipment, Antennas, Lines and Hardware: The installation of any and all materials on the Tower must be pre-authorized and approved by Licensor. The following guidelines will be strictly enforced:
 - A. Equipment or cabinets mounted on platforms will be constructed of galvanized or stainless steel and will be securely attached to the Tower members or platforms with J-bolts, U-bolts or similar clamping devices which do not penetrate Tower members or any part of the galvanized coating. All mounting hardware must be hot-dipped galvanized or stainless steel (NOT PLATED). All mounting nuts, bolts, washers or similar must be Grade 5 or better.
 - B. Antennas and the mounting thereof must be approved in advance of installation. Data in reference to antenna type, weight, wind loading, gain, bandwidth and mounting details must be provided to Licensor in Licensee's application form and may not be modified or replaced without express written permission of Licensor.
 - C. Transmission lines and hardware must be approved in advance of installation by Licensor and must be specified as to manufacturer, size and type and shown on Exhibit A. All the mounting hardware must be of appropriate type and design to support the transmission lines with strain-reliefs installed at the manufacturer's recommended intervals. Under no circumstances will stainless steel automotive-type hose clamps be used to secure transmission lines or cables to Tower members. Where not previously designated, all lines will be positioned on the Tower to minimize wind loading and provide a minimum of obstruction to climbing or removal/replacement of other lines. Each line will be mounted independently of other lines on the Tower. Cable trays, wave guide entrances, Tower ladders, elevator rails and other similar members are to be kept clear of all

cables on the Tower. Stainless steel lashing ties are acceptable for use on the Tower but are not to be used as strain reliefs.

- D. Antenna jumper cables or cables to/from crossband couplers or similar devices on the Tower will be kept to minimum required lengths and will be made of solid shield outer conductor cables with outer jackets capable of withstanding severe weather and ultraviolet rays. All such cable types must be pre-approved by Licensor.
- E. UNDER NO CIRCUMSTANCES--
 - * will welding or drilling of Tower members be allowed;
 - * will modifications to the Tower, bridge, building entrance fittings or similar be permitted;
 - * will transmission line splices be permitted except by prior approval or necessitated by damage only repairable by splicing;
 - * will any tampering, returning, rerouting or other modifications be permitted to equipment owned by Licensor or tenants or other licensees.

All installations will be done in accordance with good engineering practice and within the guidelines of this Exhibit B and the License Agreement. By execution of the License Agreement and associated technical exhibits, Licensee agrees to these installation guidelines and certifies that the installation of authorized equipment will reflect all pertinent requirements of Licensor. Failure to perform installation within these guidelines will constitute an event of default. Any deviation from these minimum requirements and technical standards must be approved in writing prior to installation or modification.

NO PRESENT INSTALLATION WILL BE "GRANDFATHERED" and must conform to these guidelines within a reasonable time period to be determined by Licensor. Periodic inspections will be performed to ensure that all installations meet technical standards. **These standards may be changed by Licensor from time to time, so long as they are applied generally.**

Any submissions, questions, comments or requests for special considerations may be addressed to Licensor.

ADDENDUM TO EXHIBIT B

ASCENDING AND WORKING ON TRANSMISSION TOWERS

A. Before Commencing Any Tower Service/Maintenance Work:

1. The Director of Operations/Engineering shall give advance notice to all staff of upcoming service/maintenance work on the transmission tower.
 - A. Advance notice may be given by e-mails, postings, memos, or a combination of the above.
 - B. Advance notice must include the date(s) of the work, the estimated duration of the work, the general scope of the work, and how the staff may be affected, e.g., potential hazards associated with the work such as falling tools or equipment.
2. A sufficiently large area around the base of the tower shall be cordoned-off to ensure that any person on the ground will not be put at risk from falling tools or equipment.
3. Any person (NBC employee or contractor employee) ascending the tower (whether by elevator or climbing) must first be trained in:
 - RF detection
 - Personal Protection Equipment (PPE)
 - First Aid/CPR
 - Proper use of climbing assists and fall protection gear, and
 - LOCKOUT/TAGOUT procedures (if applicable).

A list of NBC employees at each site meeting these requirements shall be furnished to Licensee upon request.

A list of contractors at each site that have agreed to abide by the terms and conditions of this Tower Safety Program when working for NBC either on NBC owned towers, or NBC owned equipment on towers owned by others, shall be furnished to Licensee upon request.

4. Before a contractor may be considered an "Authorized Contractor", he/she will be sent a copy of this Program for their review and the contractor must sign and return an agreement and acknowledgement of the terms of this Program.

B. Prior to Ascending the Tower:

1. Any person, as defined above, ascending the tower must have radio communication with someone on the ground at all times.
2. The person ascending the tower must gather and inspect each piece of personal protective

equipment (PPE), necessary climbing gear and fall protection they intend to use, or may use. PPE may include, but is not limited to, eye and face protection, protective foot equipment and head protection. Proper storage of all gear will ensure its integrity. Each NBC employee authorized to climb, or a contractor employee hired to climb, must use his/her own PPE, climbing gear and fall protection equipment.

3. Anyone climbing the tower must have all tools tethered while climbing and while working on the tower.
4. Before an ascent is begun, the person climbing, his/her supervisor, and other employees involved in the tower work, shall conduct a safety meeting to go over all health & safety activities/issues associated with the ascent and the work to be performed. These may include, but are not limited to:
 - inquiring as to the health of the climber, e.g., is the person on any medication that could affect his/her judgement
 - ensure medical/First Aid kit is nearby and accessible
 - checking conditions on the tower, e.g., free from ice
 - deactivation of on-site Doppler following Lockout/Tagout procedures
 - identification and deactivation of any necessary antennas following Lockout/Tagout procedures
 - maintaining at least a 3 foot clearance from any antenna on the tower
 - identifying and disabling any potentially impacted transmitters
 - obeying all posted signs, e.g., electromagnetic radiation areas
 - not stopping in front of live antennas; selecting rest points away from live antennas
 - using an RF monitor when working near antennas
 - not using fall protection devices as "positioning" devices for rest stops
 - identifying any other potential hazards and taking measures to mitigate/control the hazards
5. If the person is ascending the tower using an elevator, before ascending the integrity and function of the elevator must be checked. (*Note: Putting a checklist in the elevator of items to inspect will ensure that items are not overlooked.*) A person ascending in the elevator must bring fall protection and climbing gear with them in the elevator in case the elevator malfunctions and the person is required to climb down the tower.

C. Monitoring The Climb and Work On The Tower:

1. While a person is climbing the tower, someone on the ground who is familiar with this Tower Safety Program, shall continuously monitor the ascent, work performed, and descent.
2. If the ground monitor, or the person overseeing the tower work, sees any significant breach of safety protocol by the person climbing, or while work is being performed on the tower, he/she shall cause all work to cease until the breach is corrected. A "significant" breach is any breach that could impact on the safety of the climber(s), persons on the ground, or result in

property damage.

3. If the work involves ascending and/or descending loads, any person(s) on the ground must stand clear of the drop points of any loads in transit and exercise all due care to avoid being struck by the loads.

SURRENDER OF PREMISES

Section 10.01. Upon the Termination Date, Licensee shall remove or cause to be removed all of Licensee's Equipment, such removal to be done in a workmanlike manner and without interference with or damage to any other equipment of Licensor or any other user in operation on the Tower or in the Building, and to pay all costs in connection with such removal. Licensor shall give Licensee reasonable access to the Premises for removal of Licensee's Equipment during a period not to exceed thirty (30) days after the Termination Date. Any resultant damage to the Premises shall be repaired, by and at the expense of Licensee.


Section 10.02. If after the Commencement Date, Licensee determines that the Premises are no longer technically compatible for its intended use, or if Licensee is unable to conduct its business from the Premises under the License due to governmental prohibition or other reasons beyond Licensee's control, this License Agreement may be canceled by Licensee upon ninety (90) days written notice to Licensor.

ARTICLE ELEVEN ASSIGNMENTS AND TRANSFERS

Section 11.01. This License Agreement, the License and all rights, powers, privileges and immunities hereby granted to Licensee shall not be assigned, sublet, sold, transferred, or otherwise encumbered by Licensee without the prior written consent of Licensor, which consent shall not be required for an Assignment by Licensee to the San Diego Metropolitan Transit Development Board ("MTDB") or the North San Diego County Transit Development Board ("NCTD"). Any assignment shall be effectuated by an instrument in writing duly accepted by the assignee whereby the assignee shall assume and agree to be bound by the covenants, agreements, terms, provisions and conditions set forth in this License Agreement and only if there shall not be any uncured Event of Default on the part of Licensee at the time of assignment. Prior to the effective date of any such assignment, Licensee shall cause to be delivered to Licensor for its consent an executed copy of any such assignment and acceptance.

ARTICLE TWELVE ENVIRONMENTAL

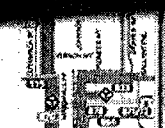


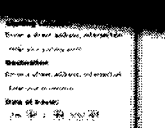
Section 12.01. Licensee hereby covenants that it shall bring onto the Site no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCB's), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively, "Environmental Hazards"). For purposes of this License Agreement, the term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.) ("CERCLA"), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.



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General Information

ORGANIZATION

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 MTD Board of Directors from 8 to 15 members. In 2002, Senate Bill 1703 merged MTDB's planning, financial programming, project development, and construction functions into a new regional agency known as the San Diego Association of Governments (SANDAG). In 2005, MTDB changed its name to the Metropolitan Transit System (MTS) which reflects the new relationship with SANDAG and the reorganization of five separate operations into one agency.

Subsidiary Corporations

MTS owns assets of: San Diego Trolley, Inc. (SDTI) - the light rail transit (LRT) operator; San Diego Transit Corporation (SDTC) - the major bus operator in the region; the San Diego & Arizona Eastern (SD&AE) Railway Company, which owns 108 miles of track and right-of-way; and San Diego Vintage Trolley, Inc., a non profit corporation established to restore historic trolley vehicles.

Areas of Jurisdiction

About 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, providing service to approximately 3 million San Diego residents.

RESPONSIBILITIES

Provision of Services

MTS provides bus and rail services directly or by contract with public or private operators. MTS determines the routing, stops, frequency of service, and hours of operation for its existing services.

Light Rail

Light rail service is operated by SDTI on three lines (the Blue, Orange and Green Lines) with a total of 53 stations and 52 miles of double track rail.

Bus

82 fixed-bus routes operated by MTS Bus. Americans with Disabilities Act (ADA) complementary paratransit service is provided by MTS Access and ADA Suburban Paratransit.

Freight

MTS contracts with the San Diego & Imperial Valley (SD&IV) Railroad and the Carrizo Gorge Railway (CZRY) 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 Cost

Approximately \$229 million; \$80 million comes from fares. Fare revenue accounts for 35% of annual operating cost, which is one of the highest fare box recovery ratios among similar transit systems.

Ridership

94 million annual passengers or 290,000 each weekday. MTS provides approximately 2 million hours of service across 28 million miles each year.

Planning and Scheduling

MTS is responsible for the service planning, scheduling, and performance monitoring of all MTS transit services.

Funding


MTS receives funding from various federal, state, and local sources. The primary sources are the California Transportation Development Act (TDA), the Federal section 5307 and 5309 (preventative maintenance funds), State Transit Assistance (STA) and TransNet funds (local sales tax).





Taxicab Administration

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

[Download a PDF version of the MTS Fact Sheet](#)

Note: Documents are PDF format, requiring [Adobe Acrobat](#) reader plugin for viewing. The files are large in size and may take a several minutes to download.

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**Metropolitan
Transit
System**

Amendment 2

Date: January 2, 2023

MTS Doc No. G1321.2-10

MOUNT SAN MIGUEL RADIO SITE LEASE

American Tower Corporation
Michelle Fortier
General Counsel
Woburn MA, 01801

This shall serve as Amendment No.2 to the original agreement G1321.0-10 as further described below.

SCOPE

There shall be no changes to the scope of services of this Agreement.

SCHEDULE

There shall be no changes to the schedule of this Agreement. The termination date remains January 31, 2030.

PAYMENT

This contract amendment shall authorize an additional \$432,609.40 for site rent, utilities and operating costs (CAM Fees). The total value of this contract including this amendment shall be in the amount of \$793,641.66 (current MTS Purchase Order # 4500005936 at \$361,032.26+\$432,609.40). This amount shall not be exceeded without prior written approval from MTS.

The table below summarizes the costs:

Yr	Site		Utilities	Est. CAM Fees	*	Year Total
2023	\$34,655.38	5%	\$600.00	\$12,110.17	average	\$47,365.55
2024	\$36,388.15	5%	\$600.00	\$12,110.17	average	\$49,098.32
2025	\$38,207.56	5%	\$600.00	\$12,110.17	average	\$50,917.73
2026	\$40,117.94	5%	\$600.00	\$12,110.17	average	\$52,828.11
2027	\$42,123.84	5%	\$600.00	\$12,110.17	average	\$54,834.01
2028	\$44,230.03	5%	\$600.00	\$12,110.17	average	\$56,940.20
2029	\$46,441.53	5%	\$600.00	\$12,110.17	average	\$59,151.70
2030	\$48,763.61	5%	\$600.00	\$12,110.17	average	\$61,473.78
Total	\$330,928.04		\$4,800.00	\$96,881.36		<u>\$432,609.40</u>



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

Michelle Fortier, General Counsel
American Tower Corporation

Date: _____

DRAFT



Licensor Site Name/Number: SAN MIGUEL MOUNTAIN T3 CA / 282689

Licensor Contract Number: 434494

Licensee Site Name/Number: N/A / N/A

MTS Doc. No. G1321.1-10

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated February 11, 2005 by and between Station Venture Operations, L.P. and San Diego Association of Governments (the "Agreement"), is made and entered into as of the latter signature date hereof, by and between Richland Towers Holdco, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and San Diego Metropolitan Transit System, as successor-in-interest to the Agreement (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower and a certain parcel of land located at End of Miller Ranch Road, CHULA VISTA, CA 91914-5315 more commonly known to Licensor as the SAN MIGUEL MOUNTAIN T3 CA tower site (the "Premises"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Premises; and

WHEREAS, the Parties desire to modify the terms of the Agreement.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Notwithstanding anything to the contrary in the Agreement, the Operating Cost Fee, as defined in Section 3.02 (a)(i)(B) of the Agreement, shall be billed per the following: At the beginning of each calendar year, Licensor shall deliver to Licensee a reasonable estimate of the Operating Cost Fee for the Premises during the upcoming year. Licensee shall then pay to Licensor equal quarterly installments of said yearly estimated amount. As soon as is practicable following each calendar year, Licensor shall provide to Licensee a statement reconciling the actual monies spent for the Operating Cost Fee for the Premises with the monies paid therefor by Licensee. In the event that Licensee paid more than was necessary to cover the Operating Cost Fee for any calendar year, the overpayment shall be credited towards the rental payment and quarterly installments for Operating Cost Fee next coming due. In the event that Licensee paid less than was necessary to cover the Operating Cost Fee for any calendar year, Licensee shall, within 30 days of receiving said reconciliation, remit to Licensor the balance due thereunder. Failure to timely render such estimates shall not waive Licensor's right to recover the Operating Cost Fee.
- 2) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 3) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Licensor Site Name/Number: SAN MIGUEL MOUNTAIN T3 CA / 282689

Licensor Contract Number: 434494

Licensee Site Name/Number: N/A / N/A

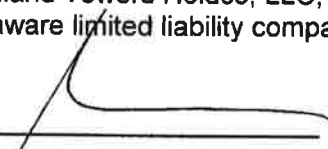
MTS Doc. No. G1321.1-10

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:

Richland Towers Holdco, LLC, a
Delaware limited liability company

By: 

Name: Margaret Robinson
Senior Counsel

Title: _____

Date: 12-19-16

LICENSEE:

San Diego Metropolitan Transit System

By: 

Name: PAUL C. JABLONSKI

Title: CEO

Date: 12/2/16

LMARQUIS-CL

CL-1321.1-10.AMERICANTOWER.RWOLFF.102016



San Diego Metropolitan Transit System (MTS)
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
Telephone:619-231-1466

Att.D, AI 9, 01/26/23
Page 1 of 5
12/11/2022 17:20:08

PURCHASE ORDER 4500005936

A packing slip should always be attached to the shipment (if any) and it should reference the MTS Purchase Order number . All invoices must be sent to the "Bill To" address noted below.

Vendor
American Tower Corporation PO Box 733151 Dallas TX 75373-3151

Information
Purchase Order No. 4500005936
Date 07/18/2016
Vendor No. 300832
Currency USD
E-Mail claudine.aquino@sdmts.com
Buyer Claudine Aquino
Buyer Phone No. 619-557-4556
Terms of payment Net due in 30 days
Incoterms FOB(Free on board) /Destination

BILL-TO
San Diego Metropolitan Transit System Attn: Accounts Payable 1255 Imperial Ave., Suite 1000 San Diego, CA 92101 E-mail: AP@sdmts.com

Please send an email to the Buyer noted under the Information box above to acknowledge receipt of this order and to confirm the estimated delivery date.

Ship-To Address:
SDMTS
Finance
1255 Imperial Ave
San Diego CA 92101

Order Valid From: 02/01/2010

Order Valid To: 01/31/2025

[No Federal Funding Exists](#)

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	San Miguel site maintenance fees CY15 Delivery date: 03/31/2017	1.00	EA	11,240.30 / EA	11,240.30
2	San Miguel site rent FY17 Delivery date: 03/31/2017	1.00	AU	24,628.89 / AU	24,628.89
3	San Miguel site energy fees FY17 Delivery date: 03/31/2017	1.00	AU	600.00 / AU	600.00
4	San Miguel est. maint. fees CY16 (CAM)	1.00	AU	10,820.00 / AU	10,820.00

Contractor shall furnish the above goods and/or services in accordance with MTS's Standard Terms and Conditions and per the executed Agreement between MTS and the Contractor. All terms and conditions specified within the executed Agreement between MTS and the Contractor shall also be applicable to any future POs issued under the executed Agreement. Prices are F.O.B. destination, unless specifically excepted in the Agreement.



San Diego Metropolitan Transit System (MTS)
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
Telephone:619-231-1466

Att.D, AI 9, 01/26/23

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12/11/2022 17:20:08

PURCHASE ORDER 4500005936

PO number/date 4500005936 / 07/18/2016

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	Delivery date: 03/31/2017				
5	San Miguel Site rent FY 18 Delivery date: 03/31/2018	1.00	AU	25,860.33 / AU	25,860.33
6	San Miguel Energy Fees FY 18 1/31/18 Delivery date: 03/31/2018	1.00	AU	600.00 / AU	600.00
7	CAM True-Up CY2016 Delivery date: 03/31/2018	1.00	EA	9,924.90 / EA	9,924.90
8	CAM fees CY17 Delivery date: 04/30/2017	1.00	AU	15,720.00 / AU	15,720.00
9	San Miguel Site Rent FY19 Delivery date: 01/31/2019	1.00	AU	20,996.12 / AU	20,996.12
10	San Miguel Site Energy Fees FY19 Delivery date: 01/31/2019	1.00	AU	600.00 / AU	600.00
11	CAM Fees FY19 Delivery date: 01/31/2019	1.00	AU	15,720.00 / AU	15,720.00
12	CAM Fees True-Up CY17 Delivery date: 01/31/2018	1.00	AU	6,352.93 / AU	6,352.93
13	Site rent 2/1/2019 - 1/31/2020 Delivery date: 02/26/2019	1.00	AU	28,511.04 / AU	28,511.04

Text from ZPO_SUPPL_NOTE.



San Diego Metropolitan Transit System (MTS)
 1255 Imperial Ave., Suite 1000
 San Diego, CA 92101
 Telephone: 619-231-1466

Att.D, AI 9, 01/26/23

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PURCHASE ORDER 4500005936

PO number/date 4500005936 / 07/18/2016

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
14	Est. CAM fees 2/1/19-1/31/20 @ \$5188/qtr Delivery date: 02/01/2019	1.00	AU	21,318.00 / AU	21,318.00
15	Utility fees 2/1/19-1/31/20 @ \$150/qtr Delivery date: 02/01/2019	1.00	AU	600.00 / AU	600.00
16	CAM fees 2/1/19-31/20 addtl funding Delivery date: 11/12/2019	1.00	AU	3,838.00 / AU	3,838.00
17	Site Rent 2/1/20-1/31/21 Delivery date: 02/01/2020	1.00	AU	29,936.60 / AU	29,936.60
18	Estimated Cam Fees 2/1/20-1/31/21 Delivery date: 02/01/2020	1.00	AU	15,351.97 / AU	15,351.97
19	Utilities 2/1/20-1/31/21 Delivery date: 02/01/2020	1.00	AU	599.89 / AU	599.89
20	Site rent 2/1/21 - 1/31/22 Delivery date: 02/01/2021	1.00	AU	31,433.44 / AU	31,433.44
21	Estimated CAM Fees 2/1/21 - 1/31/22 Delivery date: 02/01/2021	1.00	AU	15,352.00 / AU	15,352.00
22	Utilities 2/1/21 - 1/31/22 Delivery date: 02/01/2021	1.00	AU	600.00 / AU	600.00
23	Remaining CAM fees CY19	1.00	EA	492.18 / EA	492.18

Text from ZPO_SUPPL_NOTE.



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San Diego, CA 92101
Telephone:619-231-1466

Att.D, AI 9, 01/26/23

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12/11/2022 17:20:08

PURCHASE ORDER 4500005936

PO number/date 4500005936 / 07/18/2016

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	Delivery date: 01/01/2021				
24	San Miguel CAM Fees 2020 Delivery date: 01/28/2022	1.00	AU	10,191.22 / AU	10,191.22
25	Site Rent 2/1/22 - 1/31/23 Delivery date: 02/01/2022	1.00	AU	33,005.12 / AU	33,005.12
26	Estimated CAM Fees 2/1/22 - 1/31/23 Delivery date: 02/01/2022	1.00	AU	15,352.00 / AU	15,352.00
27	Utilities 2/1/22 - 1/31/23 Delivery date: 01/31/2022	1.00	AU	600.00 / AU	600.00
28	San Miguel CAM Fees 2021 Delivery date: 07/28/2022	1.00	AU	10,787.33 / AU	10,787.33
Total Excluding Tax					361,032.26
Total Amount					361,032.26

Text from ZPO_SUPPL_NOTE.



Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Auction Services – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2649.0-23 (in substantially the same format as Attachment A) with JJ Kane Associates DBA Ken Porter Auctions (JJ Kane), for the provision for auction services for five (5) years.

Budget Impact

This would be a revenue generating contract. This contract has the potential to generate approximately \$1,451,355.21 over the term of the contract.

DISCUSSION:

MTS and San Diego Association of Governments (SANDAG) jointly solicited proposals for a Contractor to dispose of various assets through public auction. The Contractor will be responsible for the pickup and removal of all items assigned for auction from various locations within San Diego County, and transport the auction items to the Contractor's secure holding facility pending auction.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements and service contracts over \$100,000.00 (note: effective January 1, 2023, this threshold was increased to \$150,000). On October 5, 2022, a Joint Request for Proposals (RFP) was issued seeking proposals from qualified proposers to provide auctioneer services for five (5) years. MTS was the lead agency for this solicitation.

A single proposal was received by the due date of November 9, 2022, from JJ Kane, Jurupa Valley, CA 92509.

To ascertain that the solicitation was not restrictive, MTS contacted all the firms that had downloaded the RFP on PlanetBids or had expressed interest, inquiring the reason/s for not proposing. The results indicated they did not propose due to their own internal business reasons. Therefore, MTS determined that competition was adequate. Neither the RFP nor



MTS's procurement processes played a role in their decision not to propose, and staff proceeded with this as a competitive solicitation.

An evaluation committee consisting of MTS Finance, Supply Chain Operations, and SANDAG Procurement departments met and scored the proposals based on the following evaluation criteria:

Evaluation Criteria	Possible Points
Qualifications of the Firm	20
Staffing, Organization, and Management Plan	25
Work Plan	30
Cost and Price	25
Total:	100

The selection committee scored JJ Kane's proposal as follows:

	Technical Score	Cost Score	Total Score
Maximum RFP Points	75.00	25.00	100.00
JJ Kane	65.33	25.00	90.33

MTS requested JJ Kane to provide clarifications in order to further evaluate the proposal and to submit a Revised Proposal. On November 29, 2022, JJ Kane responded to the questions and clarifications related to its proposal and no revisions to their cost were made.

The cost/revenue proposal (Attachment C) includes a set transportation cost to be paid to JJ Kane for each piece of equipment transported, plus a 5% commission on the ultimate gross sales price. MTS would receive the remaining auction proceeds.

Based on the objectives of this procurement, and consideration of JJ Kane's technical and cost proposal, the evaluation committee determined JJ Kane's proposal presented the best overall value to MTS.

In conclusion, based on JJ Kane's successful history with MTS, and over 33 years' experience, the overall risk assessment is determined to be low.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2649.0-23 (in substantially the same format as Attachment A) with JJ Kane for auction services for five (5) years.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2649.0-23
B. Scope of Work
C. Cost Form



**Metropolitan
Transit
System**

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2649.0-23
AUCTION SERVICES**

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: J J Kane Associates DBA Ken Porter Auctions Address: 4510 Muth Way
Jurupa Valley CA 92509
City State Zip
Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email: Gene@jjkane.com
Telephone: (310) 613-9501

Authorized person to sign contracts Gene Govoreau Sr. Sales Manager
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 five (5) years effective February 1, 2023 through January 31, 2028.

MTS shall receive 95% based on gross sales. Payment of auction proceeds (less auctioneer fees) shall be submitted to MTS within 30 calendar days after each successful auction.

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



1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

1.1 INTRODUCTION

MTS and SANDAG are jointly soliciting proposals for a Contractor to dispose of various assets through public auction. Award will be made to one (1) contractor. MTS is the lead agency for this solicitation.

Upon selection, MTS will issue its contract (see agreement found in Section 7 of this RFP).

SANDAG will issue a separate contract, based on the terms and conditions of this RFP. SANDAG's sample agreement is attached as ATT 6.

Contractor shall be responsible for the pickup and removal of all items assigned for auction from various locations within San Diego County. Contractor shall transport the auction items to the Contractor's secure holding facility pending auction. The successful Contractor must have the necessary personnel, equipment, and systems to facilitate all auctions.

Below is the breakdown of the total dollar amount auctioned off for MTS. The total includes but not limited to buses, trucks, equipment, etc.

Year	Total***
2016	\$39,700.00
2017	\$247,896.00
2018	\$383,209.00
2019	\$178,651.75
2021	\$510,800.00
2022****	\$160,117.00

***Total amount is before
fees are removed

****January through June

1.2 CONTRACT TERM

The period of performance shall be for a period of five (5) years. Effective January 1, 2023 through December 31, 2028

1.3 AUCTION ITEMS AND PICK UP LOCATIONS

Please see Auction Items and Pick up Locations (ATT 2 and ATT 3) for an estimated list of items that may be scheduled for auction. Please note that the said list by no means represent the complete lists over the life of the contract period.

1.4 GENERAL REQUIREMENTS

Capital assets which have been purchased with federal capital grant funds must be disposed of in a manner consistent with any applicable laws, including FTA regulations and MTS policies and procedures. MTS and SANDAG do not provide any guarantees of a minimum value, or volume of equipment for this agreement.

1.5 MTS REQUIREMENTS

To review MTS Policy 33 regarding Capital Asset Disposal, please refer to ATT 4.

1.6 SANDAG REQUIREMENTS

Per SANDAG Board Policy 028, SANDAG shall dispose of personal assets or real property assets in a manner which is in the best interests of the agency. For capital assets with an individual or aggregate actual or depreciated value of \$100,000 or more, the method of disposal must be approved by the Transportation Committee. For assets valued under \$100,000, the Executive Director may authorize disposal and the method.

Under a competitive sale, the following procedures must be followed:

1. Notification to the public. This would include, at a minimum, the placing of an advertisement in a newspaper(s) of general circulation. The ad must specify the item(s) to be sold, the condition and the terms for the sale, and the date/time/place sealed bids are to be received.
2. All bids must be sealed.
3. Prospective bidders may be afforded an opportunity to view the item(s) being disposed.
4. Award. The award will be to the highest responsive, responsible bidder.
5. SANDAG, NCTD, MTDB, SDTC, and SDTI employees, Board members and members of their immediate family may not participate in a competitive or negotiated sale of SANDAG capital assets.

To review SANDAG Board Policy 28 in its entirety, please refer to the following link:
https://sandag.org/organization/about/pubs/policy_028.pdf

1.7 CONTRACTOR DELIVERABLES

All auction items shall be handled by the Contractor who shall be responsible for but not limited to the following:

1. Provide annual auction timetable/calendar each year;
2. Pick up of all requested items designated for auction within five (5) days of request;
3. Conduct all interfaces with perspective buyers for the goods to be auctioned;
4. Produce a manifest and tagging of all picked up auction items;
5. Provide safe vehicle pickup and transportation to the Contractor's facility for disposal through public auction;
6. Vehicle title transfers, and associated fees;
7. Manage (including advertising) the auction and sale;
8. Provide access to a web-based portal to MTS for the purpose of tracking all auction items, progress, auction details and itemized auction proceeds from the point of pickup through to final

- payment details. The web-based portal shall be provided at no extra cost and access for multiple users;
9. Payment of auction proceeds (less auctioneer fees) to MTS and SANDAG within thirty (30) calendar days of the successful sale date;
 10. Promote sales through auctioneer's customer listing and provide a copy of the notification list to the designated MTS/SANDAG representative;
 11. Provide a monthly listing of all unsold items with an assigned date for the next auction opportunity. Items that are not sold at each auction shall be re-advertised, relisted and made available at each subsequent auction until sold;
 12. Damage to auction items while in the Contractor's possession;
 13. Repaint the Vehicle to differentiate it from the MTS/SANDAG brand.

MTS or SANDAG may request the Contractor to provide pick up services at other locations within San Diego County where necessary.

1.8 PAYMENT DETAILS

All check payments are to be sent to MTS or SANDAG and addressed to the following:

San Diego Metropolitan Transit System (MTS)
Attention: Accounts Receivable
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SANDAG
401 B Street, Suite 800,
San Diego, CA 92101-4231

Each check payment shall include:

- a. An auction report itemizing each item/lots sold;
- b. Sale Date;
- c. Sale Amount;
- d. Calculation and amount of fees/commission with-held from the total sale proceeds.

1.9 STANDARD OF CARE

Proposer'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 the profession currently practicing under similar conditions.

JJ Kane Associates

ATT 1 -- Cost Proposal Form						
**** Please complete the BLUE fields ****						
1. Commission rate charged to MTS or SANDAG (percentage of the sale retained for commission)						
ITEM	PERCENTAGE (%)	PICK UP FREQUENCY (Monthly, Bi-Monthly, Quarterly, or As-Needed)			Here is the breakdown for the total dollar amount auctioned off for MTS:	
Proposed MTS or SANDAG (as applicable) Revenue Percentage based on gross sales	5%	AS NEEDED			Year	Total****
					2016	\$39,700.00
2. Transportation Cost, fixed rates***					2017	\$247,896.00
ITEM	COST PER UNIT (\$)				2018	\$383,209.00
40ft Buses	\$	850.00			2019	\$178,651.75
60ft Buses	not to be transported				2021	\$510,800.00
Mini Buses	\$	450.00			2022****	\$160,117.00
Bucket trucks and boom truck	\$	100.00			Average	\$253,395.63
Cutaway Bus	\$	450.00			****total amount is before fees are removed	
Minivan	\$	125.00			****January through June	
Truck (F150, etc.)	\$	125.00				
Trailer	\$	100.00				
Miscellaneous surplus (Forklifts, power washer, scrubbers, etc.)	per 24 foot stakebed load 150.00					
3. Incidental Services***						
ITEM	COST (\$)					
Remove decals, bumper stickers, or any other identifiers from vehicles**	No Charge					
Smog and safety inspection of a vehicle. Including repairs to pass safety smog checks. (cost per vehicle)	\$0.00					
Admin Fee per vehicle (Please Specify)	\$0.00					
*Please see Auction Items and Pick up Locations (ATT 2 and ATT 3) for an estimated list of items that may be scheduled for auction. Please know the said list by no means represent the complete lists over the life of the contract period.						
**Proposer agrees to repaint the Vehicle to differentiate it from the MTS or SANDAG brand.						
***Section 2 and 3 are for informational purposes in order to evaluate fees.						

These costs are fixed for the entire period of performance of this contract term



**Metropolitan
Transit
System**

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Information Technology Service Management (ITSM) Upgrade and Add Enterprise Licensing and Purchase Unlimited Asset Discovery Add-On – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2604.0-22 (in substantially the same format as Attachment A), with Compulink Technologies, Inc. (Compulink), increasing the contract value in the amount of \$208,780.68, bringing the contract total to \$450,810.32.

Budget Impact

The total cost of this contract is estimated to be \$450,810.32. This amendment funding would come from the Information Technology (IT) Operations Budget 661010-571250.

PROJECT DESCRIPTION	AMOUNT
Upgrade 32 Enterprise Licenses (2/1/23-6/30/27)	\$ 35,404.26
Additional 15 Enterprise Licenses (2/1/23-6/30/27)	\$ 90,423.42
Unlimited Asset Discovery Add-on (2/1/23-6/30/27)	\$ 82,953.00
AMENDMENT NO. 2 GRAND TOTAL:	\$ 208,780.68

DISCUSSION:

On June 16, 2022 (AI 11), the MTS Board of Directors approved Freshservice software as the cloud-based ITSM solution that has allowed MTS to simplify and improve the efficiency of its IT operations by aligning its IT infrastructure to an IT Infrastructure Library (ITIL) process. The software provides ITIL-ready components that help administrators manage assets, incidents, problems, change, and releases in a format best suited to their existing workflows. The asset management component of the solution has helped MTS's IT department exercise control over its IT assets. Also, Freshservice offers flexibility so that software/hardware assets can be added, tagged, tracked, and delinked. This ensures asset visibility and awareness for MTS's organizational needs.



During the onboarding process with Freshservice, IT staff recognized the importance of a sandbox environment and audit logs, which are only available through Enterprise licensing. The Enterprise license also includes an integrated Freddy virtual agent in Microsoft Teams, Freddy agent assist, and 20,000 orchestration transactions. The Freddy virtual agent in Microsoft teams and a Freddy agent assist will allow MTS staff to use the Freshservice self-service experience, providing quick support and instant resolution to common issues.

The sandbox will provide IT staff with an out-of-the box environment to test out workflows and configurations before publishing to the production environment. The audit log is essential in order to keep track of all changes made in the application.

MTS IT staff also identified that adding the Freshservice unlimited Asset Pack add-on was essential for business operations. IT's growing infrastructure and initiative to correct its inventory are key drivers for this add-on.

An additional 15 agent licenses are also needed. Human Resources (HR), Payroll and PRONTO staff will also be utilizing the system. HR and Payroll requires seven agent licenses. These users will be receiving work orders to complete tasks related to employee onboarding/offboarding, a process that the Freshservice ITSM tool will help automate and capture end-to-end metrics. PRONTO staff will require six licenses, eliminating the need for Zendesk. All PRONTO services that were offered in Zendesk will be configured in Freshservice, aligning with the agency's goal of consolidating systems.

Staff's Independent Cost Estimate (ICE) is based on past purchase history and published rates. In comparison with the ICE at \$229,860.80 and the offer received, staff has determined that the agreed upon cost is fair and reasonable. The table below shows the savings by a comparison of MTS's ICE and Compulink's quote.

	AMOUNT
MTS ICE	\$229,860.80
Compulink Quote	\$208,780.68
MTS savings (MTS ICE vs quote)	\$ 21,080.12

Therefore, staff recommends MTS Board of Directors authorize the CEO to execute Amendment No. 2 to MTS Doc. No. G2604.0-22, (in substantially the same format as Attachment A), with Compulink, increasing the contract value in the amount of \$208,780.68, bringing the contract total to \$450,810.32.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, (619) 557-4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Amendment MTS Doc No G2604.2-22
B. Cost Form



**Metropolitan
Transit
System**

Amendment 2

Date: January 26, 2023

MTS Doc No. G2604.2-22

FRESHSERVICE UNLIMITED ASSETS ADD-ON, UPGRADE TO ENTERPRISE LICENSES AND ADD LICENSES

Compulink Technologies, Inc.
Danielle Arboleda
Chief Operating Officer
260 West 39th St. Suite 302
New York NY 10018

This shall serve as Amendment No.2 to the original agreement G2604.0-22 as further described below.

SCOPE

Contractor shall add the Freshservice unlimited assets pack add-on, upgrade the licensing from Pro to Enterprise for the existing 32 agents and add an additional 15 agent licenses for the term of the agreement (attachments A).

All other terms and conditions shall remain the same and in effect.

SCHEDULE

Based on this amendment there shall be no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize an additional \$208,780.68 to the overall contract value. The total cost of this contract, including this amendment, shall be \$189,663.32 for the base years and \$261,147.00 for the option years, for a contract total in the amount of \$450,810.32. This amount shall not be exceeded without prior written approval from MTS.



Please sign and return a copy to the Contract Specialist at MTS. Retain a copy for your records.

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Danielle Arboleda, Chief Operating
Officer
Compulink Technologies, Inc.

Date: _____

Attachment: A. ITSM Software Bid Form - Amendment 2

G2604.2-22 ITSM Software Bid Form - Amendment 2

Item Description	Quantity*	Unit Of Measure	Unit Price	Monthly Price	Total Price*
Base Year 1 (7/1/2022-6/30/2023)					
FreshService ITSM License	32	Each	\$ 86.78	\$ 2,776.80	\$ 33,321.60
AM2 - Enterprise Lic Upgrade (5 Months)	32	Each	\$ 19.51	\$ 624.16	\$ 3,120.80
AM2 - Add'l Enterprise Licenses (5 Months)	15	Each	\$ 106.28	\$ 1,594.20	\$ 7,971.00
AM2 - Unlimited Assets Add-On (5 Months)	1	Each	\$ 1,462.50	\$ 1,462.50	\$ 7,312.50
Orchestration Pack	4	Each	\$ 243.75	\$ 975.00	\$ 11,700.00
Project Management	8	Each	\$ 14.63	\$ 117.00	\$ 1,404.00
Platinum Onboarding Services	1	Each	\$ 45,937.50		\$ 45,937.50
				AM 2 Yr 1 Total	\$ 18,404.30
				Year 1 Total	\$ 110,767.40
Base Year 2 (7/1/2023-6/30/2024)					
FreshService ITSM License	32	Each	\$ 86.78	\$ 2,776.80	\$ 33,321.60
AM2- Enterprise License Upgrade	32	Each	\$ 19.51	\$ 624.16	\$ 7,489.92
AM2 - Additional Enterprise Licenses	15	Each	\$ 106.28	\$ 1,594.20	\$ 19,130.40
AM2 - Unlimited Assets Add-On	1	Each	\$ 1,462.50	\$ 1,462.50	\$ 17,550.00
AM1 - Orchestration Pack	4	Each	\$ 243.75	\$ 975.00	\$ 11,700.00
Project Management	8	Each	\$ 14.63	\$ 117.00	\$ 1,404.00
				AM 2 Yr 2 Total	\$ 44,170.32
				Year 2 Total	\$ 78,895.92
Option Year 1 (7/1/2024-6/30/2025)					
FreshService ITSM License	32	Each	\$ 86.78	\$ 2,776.80	\$ 33,321.60
AM2 - Enterprise License Upgrade	32	Each	\$ 19.51	\$ 624.16	\$ 7,489.92
AM2 - Additional Enterprise Licenses	15	Each	\$ 106.28	\$ 1,594.20	\$ 19,130.40
AM2 - Unlimited Assets Add-On	1	Each	\$ 1,462.50	\$ 1,462.50	\$ 17,550.00
AM1 - Orchestration Pack	4	Each	\$ 243.75	\$ 975.00	\$ 11,700.00
Project Management	8	Each	\$ 14.63	\$ 117.00	\$ 1,404.00
				AM 2 Yr 3 Total	\$ 44,170.32
				Year 3 Total	\$ 78,895.92
Option Year 2 (7/1/2025-6/30/2026)					
FreshService ITSM License	32	Each	\$ 95.45	\$ 3,054.48	\$ 36,653.76
AM2 - Enterprise License Upgrade	32	Each	\$ 21.46	\$ 686.58	\$ 8,238.91
AM2 - Additional Enterprise Licenses	15	Each	\$ 116.91	\$ 1,753.62	\$ 21,043.44
AM2 - Unlimited Assets Add-On	1	Each	\$ 1,608.75	\$ 1,608.75	\$ 19,305.00
AM1 - Orchestration Pack	4	Each	\$ 268.13	\$ 1,072.50	\$ 12,870.00
Project Management	8	Each	\$ 16.09	\$ 128.70	\$ 1,544.40
				AM 2 Yr 4 Total	\$ 48,587.35
				Year 4 Total	\$ 86,785.51
Option Year 3 (7/1/2026-6/30/2027)					
FreshService ITSM License	32	Each	\$ 105.00	\$ 3,359.84	\$ 40,318.08
AM2 - Enterprise License Upgrade	32	Each	\$ 23.61	\$ 755.39	\$ 9,064.70
AM2 - Additional Enterprise Licenses	15	Each	\$ 128.60	\$ 1,929.02	\$ 23,148.18
AM2 - Unlimited Assets Add-On	1	Each	\$ 1,769.63	\$ 1,769.63	\$ 21,235.50
AM1 - Orchestration Pack	4	Each	\$ 294.94	\$ 1,179.77	\$ 14,157.26
Project Management	8	Each	\$ 17.70	\$ 141.59	\$ 1,699.10
				AM 2 Yr 5 Total	\$ 53,448.38
				Year 5 Total	\$ 95,465.57
				Amendment 2 Total	\$ 208,780.68
				Contract Total	\$ 450,810.32

*The above quantities are for bidding purposes only and are based on MTS' current usage. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the pricing form, and it is dictated by MTS actual requirements and the available funding at the time each order is initiated.

IMPORTANT NOTES Freshworks ITSM Software Licenses and Services (G2604.0-22)

Pricing for Base Year one (1), two (2), and three (3) are guaranteed.

A max increase of 10% year over year will be applicable for years four (4) and five (5).

Freshworks warrants that the Services, Software or Mobile Apps will perform in all material respects in accordance with the Documentation. Provided that Customer provides written notice of a claim within thirty (30) days after first becoming aware of a breach of the foregoing warranty, Freshworks will use diligent efforts to correct the Services, Software, or Mobile Apps so the foregoing warranty is met, and if Freshworks is unable to make such corrections in a timely manner, either party may terminate the applicable SOF, and Customer, as its sole and exclusive remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Services, Software or Mobile Apps purchased thereunder. This warranty will not apply if the error or non-conformance was caused by Customer's breach of this Agreement or Customer's or its Users' misuse of the Services, Software, and Mobile Apps, modifications to the Services, Software, and Mobile Apps by anyone other than Freshworks or its representatives. or third-party hardware. software. or services used in connection with the



Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Bytemark HaCon HAFAS Trip Planner Software – Sole Source Contract Award

RECOMMENDATION:

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

- 1) Ratify Purchase Order (PO) 4500040451 with Bytemark (Attachment A) for Trip Planner Web-App in the amount of \$75,310.00;
- 2) Ratify PO 4500042353 with Bytemark (Attachment B) for HAFAS Trip Planner Application Programming Interface (API) in the amount of \$35,200.00 and Trip Planner Enhancements in the amount of \$61,877.00 for a total of \$97,077.00; and
- 3) Execute MTS Doc. No. G2707.0-23 (in substantially the same format as Attachment D) with Bytemark, Inc., in the amount of \$172,387.00 combining the POs for three years of HaCon Trip Planner software maintenance support and development.

Budget Impact

The total cost of the project is estimated to be \$172,387.00. Funding will be provided through the Information Technology (IT) Department Cost Center: 661010-571250 (\$134,264.50) and WBSE: 1009004902 (\$38,122.50).

Purchase Order	Description	Cost
4500040451	Web App Development	\$22,810.00
4500040451	Web App Maintenance 7/1/21-6/30/24	\$52,500.00
	Subtotal:	\$75,310.00
4500042353	API Development	\$23,025.00
4500042353	API Maintenance 11/1/21-10/31/22	\$12,175.00
	Subtotal:	\$35,200.00
4500042353	AM1 - API Remaining Maintenance 11/1/22-6/30/24	\$22,365.00
4500042353	AM1 - OpenAddress Development	\$32,953.00
4500042353	AM1 - OpenAddress Maintenance 1/1/23-6/30/24	\$6,559.00
	Subtotal:	\$61,877.00
	Total:	\$172,387.00



DISCUSSION:

The MTS website and the mobile app previously used Google to provide trip-planning functionality to our customers. However, the mobile application component of the PRONTO fare system uses a proprietary system provided by HaCon. In order for MTS customers to receive identical trip planning results from the website and the mobile application, it was necessary to replace the Google trip planner with HaCon on the agency's website.

These services were originally issued by MTS as two separate POs to Bytemark – one for the Trip Planner Web-App and one for the Trip Planner API and other Enhancement features, as described below. Upon review of the recent proposed support services and additional upgrades to these two Trip Planner related software features, it was determined this contract should be under one master agreement related to the HaCon HAFAS Trip Planner Software. Today's proposed action will consolidate and acknowledge the existing scopes of work under a master contract and the approve the proposed support/maintenance and development services under that same contract.

Trip Planning Web-App PO. The scope of work for PO 4500040451 included trip planning with schedule and real-time data; routing for public transit and walking; departures and arrivals and station information pages; matching for stops, addresses and points of interest; trip printing, sharing by text and exporting to calendars and Spanish localization on the MTS website with three years of licensing and support (7/1/2021-6/30/2024).

Trip Planning API & Enhancement PO. The scope of work for PO 4500042353 was for the creation of APIs (Application Programming Interfaces) by HaCon to ensure a consistent trip-planning experience for MTS customers regardless of the platform used and one year of licensing maintenance support (11/1/21-10/31/2022). After testing the initial development work on the MTS website, it was determined that custom APIs were needed to provide the same experience between the website and PRONTO application. The API development provides the capability for data to be exchanged with the HAFAS backend trip planner service through a ReST API. The API would provide location search, departures/arrivals, trip/line search and line schedules.

Consolidation of Trip Planning Software and Additional Maintenance & Development Services. Under today's proposed action, a formal contract (MTS Doc. No. G2707.0-23 – Attachment D) will be issued to Bytemark acknowledging the above POs and consolidating them under one master contract. The proposed additional services will be added to the Trip Planning API & Enhancement PO. Amendment 1 to PO 4500042353 (Attachment C) will co-term API maintenance with original three years of HaCon Trip Planner support (11/1/2022-6/30/2024), add OpenAddress development and Web App front-end changes to improve the trip planning solution with the corresponding co-termed maintenance for this work (1/1/2023-6/30/2024). Implementation of the amendment changes will bring a richer customer experience, the most notable being OpenAddress. The existing OpenStreetMaps (OSM) Point-of-Interest (POI) database map contains limited addresses. While OSM has address coverage in more places, OpenAddress covers six (6) times the number of addresses overall and often has more complete coverage in those fewer places.

Staff's Independent Cost Estimate (ICE) of \$65,850.00 for Amendment 1 to PO 4500042353 is based on historical pricing, composed of development, project management and maintenance

costs. In comparison with the ICE and the offer received, staff has determined that the agreed upon cost of \$61,877 is fair and reasonable.

Therefore, staff recommends that the San Diego MTS Board of Directors authorize the CEO to:

- 1) Ratify Purchase Order (PO) 4500040451 with Bytemark (Attachment A) for Trip Planner Web-App in the amount of \$75,310.00;
- 2) Ratify PO 4500042353 with Bytemark (Attachment B) for HAFAS Trip Planner Application Programming Interface (API) in the amount of \$35,200.00 and Trip Planner Enhancements in the amount of \$61,877.00 for a total of \$97,077.00; and
- 3) Execute MTS Doc. No. G2707.0-23 (in substantially the same format as Attachment D) with Bytemark, Inc., in the amount of \$172,387.00 combining the POs for three years of HaCon Trip Planner software maintenance support and development.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, (619) 557-4515, Julia.Tuer@sdmts.com

Attachments: A. PO 4500040451 Scope of Work & PO Terms and Conditions
B. PO 4500042353 Scope of Work
C. PO 4500042353 Amendment 1 Scope of Work
D. Draft Agreement, MTS Doc No. G2707.0-23

Proposal for San Diego MTS

Trip Planner Web-App

Version 3.0

May 13th, 2021

Bytemark, Inc.
One Pennsylvania Plaza
Floor 11 Suite 1100
New York, NY 10119



Proposal Request

Client Name	San Diego MTS
Project	MTS Web App Trip Planner
Date	5/13/2021

INTRODUCTION

We are excited to present this proposal for a web-app version of the HAFAS trip-planner, per MTS's request. By providing a web app, MTS can offer trip planning capability and deeper engagement to a larger audience of riders that may not use the mobile payment app.

In the **Scope of Work** section below, we provide a detailed description of our recommended feature set for the MTS trip planner web app. Our intention is to provide features that closely resemble that of the trip planner embedded into the Bytemark payment platform.

PRICING

Cost Estimate

Below is pricing for our recommended feature set for the MTS Web App Trip Planner. We have provided detail of each option in the Scope of Work.

Module	Base Cost	Annual Cost
Base Module Responsive Web-App	\$22,810	\$17,500*
Live Map		
Route/Line Search		
Integration Add-Ons		
Trip-Planner Widget		
Departures Widget		
Localization & Additional Languages		
Spanish		
Trip Sharing		
Trip Sharing with Reconstruction Link		
Total Cost for Three Years	\$75,310	

Assumptions

- Timeframe to be mutually agreed upon
- Annual cost to be invoiced quarterly, in advance of quarter
- Offer is valid for 60 days from date of proposal

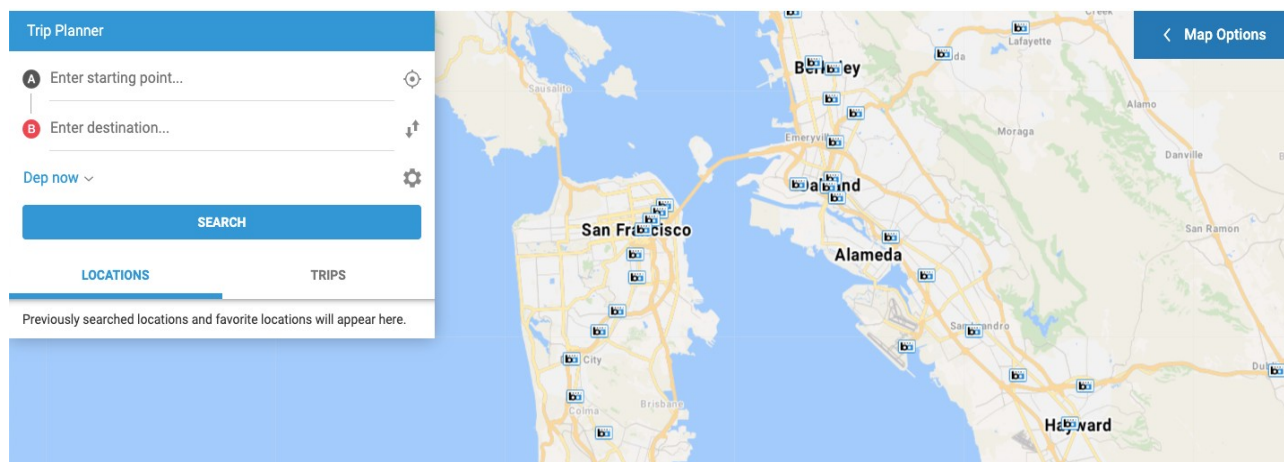
SCOPE OF WORK

Responsive Web App

- Trip planner with schedule data and real-time data
- Door2Door - Routing for Public Transit and Walking
- Departures and Arrivals, Station Info Page
- Supports Stop, Address and POI matching
- Trip Print, Share (Textual) and Export to Calendar
- Language: English and Spanish

The HAFAS trip planner web app offers much of the same functionality as the HAFAS trip planner native app, without the need to download an app. This allows detailed trip planning capabilities to be offered to a wider audience which increases the agency's level of engagement with a larger pool of riders.

The web app, based on HTML5 can be embedded into existing websites (i.e. <https://www.sdmts.com/>). It is device responsive, which means it will automatically adjust to any PC or smartphone browser.



Route/Line Search

Users may search for specific routes/lines in your network and on a station-basis, using a dropdown menu. Riders find this very helpful when they miss or are early for their bus or train and want to know if other ones will get them to their destination, without needing to do a new trip search.

Route details		
MetroRapid 803 → Westgate		
03/23/2020		
5:00 pm	↔	Domain Station, Stop ID 5919
5:05 pm	↔	UT Research Campus Station (SB), Stop ID 5876
5:07 pm	↔	Rutland Station (SB), Stop ID 4756
5:11 pm	↔	Crossroads Station (SB), Stop ID 4573
5:13 pm	↔	Ohlen Station (SB), Stop ID 4574
5:17 pm	↔	Northcross Station (SB), Stop ID 5849
5:19 pm	↔	Justin Station (SB), Stop ID 5744
5:22 pm	↔	Allandale Station (SB), Stop ID 4204
5:24 pm	↔	North Loop Station (SB), Stop ID 684
5:28 pm	↔	Sunshine Station (SB), Stop ID 5877
5:32 pm	↔	Rosedale Station (SB), Stop ID 4831
5:36 pm	↔	West 38th Station (SB), Stop ID 5349
5:38 pm	↔	31st Street Station (SB), Stop ID 5357
5:42 pm	↔	UT Dean Keeton Station (SB), Stop ID 5863
5:45 pm	↔	UT West Mall Station (SB), Stop ID 497
5:48 pm	↔	Museum Station (SB), Stop ID 5866
CLICK HERE FOR SCHEDULE DATA		

Trip Planner Widget

Trip planner widget allows the agency to seamlessly add trip planning tools in strategic locations on their website. The widget allows user to select origin, destination, and can modify departure date and time.

Trip Planner

Next departure

A Enter starting point...

B Enter destination...

Select a Date/Time

SEARCH

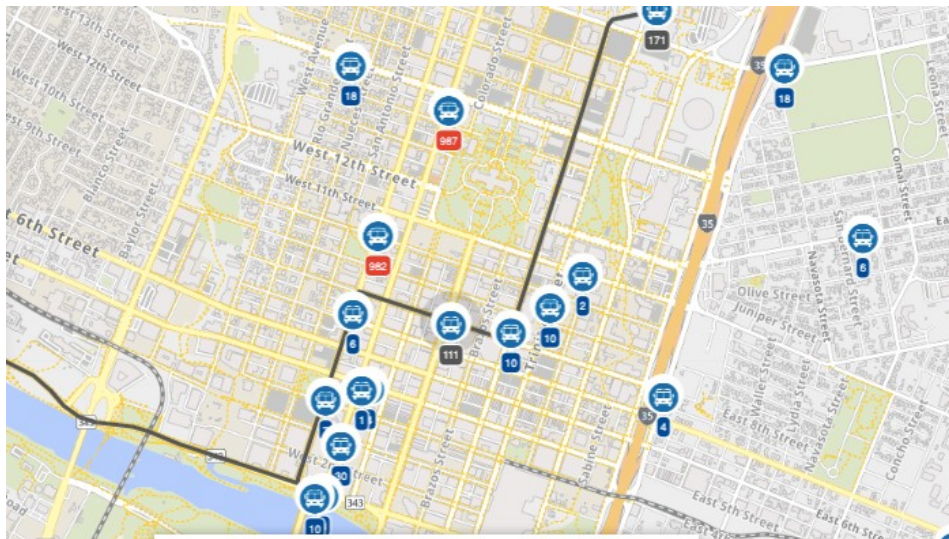
Departures Widget

Shows the departures for a stop (or address / point of interest).

Live Map

Shows live vehicle locations on the map, which allows users to visualize when the next bus or train is coming. While on the bus or train, riders can see next and previous stops, as well as route details. This is a powerful tool for giving riders the confidence that they are traveling on the right route, towards their desired destination.

If live vehicle location is not needed, it can be toggled on and off by users.



Trip Sharing with Reconstruction Link

By allowing trip sharing with a reconstruction link, riders can send others a clickable link that reopens the web-app with their trip search details. This is also a great way to introduce new users to your trip planner web app without them having to search for it.

Spanish Language

In order to match the functionality of the imbedded trip planner app, we recommend offering the web app in Spanish. We have therefore quoted the web app with an option for the user to toggle the entire trip planner experience into Spanish.

Project Management and Design

1. We shall participate in project meetings via web conference with our partner Hacon.

We anticipate the need for:
 - a. One design workshop (via web conference)
 - b. An additional five coordination meetings via web conference
2. Based on one design workshop, we will work with our development team to configure the WebApp as defined by MTS. Customer customization is limited to iconography and color scheme.

Additionally, we will:

1. Customize the WebApp product as defined in this offer and agreed by the Specification.
2. Provide the WebApp on a demo environment for testing and review
3. Deploy the WebApp to the production environment on AWS

Maintenance, Support & Hosting

1. We shall support bug fixes in accordance with our standard Service-Level Agreement.
2. The system will be hosted by Hacon.

EXCLUSIONS

1. We have not foreseen any efforts to customize the WebApp beyond our standard configuration set.
2. We are not responsible for data provided by Third Parties (e.g. transit data, network maps, address data, maps, etc.)
3. Other features than the ones described in our recommended feature set (above) are not included in the price, however they can be added as change order. See ADDITIONAL OPTIONS below

ADDITIONAL OPTIONS

Below, please find options that can be added to the MTS – San Diego trip planner web app. We have provided a short description of each option on the following pages.

Module	Base Cost	Annual Cost
Map Features		
Route Network	\$4,290.00	\$858.00
Reachability Search	\$4,290.00	\$858.00
Additional Modules		
Static Station Schedule	\$4,290.00	\$858.00
Service Alert Map	\$6,435.00	\$1,287.00
Event List	\$4,290.00	\$858.00
Integration Add-Ons		
Map Widget	\$858.00	\$172.00
Service Alerts Widget	\$858.00	\$172.00
Localization & Additional Languages		
Additional Languages, Left-to-Right (French, Italian, etc.), per language	\$3,003.00	\$600.00
Additional Languages Right-to-Left and special characters (Arabic, Chinese etc.), per language	\$4,290.00	\$858.00
Trip Sharing		
Trip Sharing with Universal Link	\$4,290.00	\$429.00

Route Network

A static network layer that can be toggled on and off.

Reachability Search

Using a point of interest (POI), Stop or location the user can determine how quickly they can travel to specific areas on the map. This allows the user to view a heat map of the time it will take to get to surrounding area using public transportation.

Service Alert Map

This feature allows users to view, search and filter service alert messages via text or visibly on the map.

Event list

Allows you to display “what’s happening in your area” type information. Event Integration requires a data feed from a third party, so we did not include it in our recommended solution set.

Map Widget

A cut-out of the map with a location on it.

Service Alerts Widget

Show a list of service alerts, filter by date, category, administration, provider, operator. This feature is dependent on agency data and components set up in the server.

Trip Sharing with Universal Link

Share a reconstructive universal link that opens web-app or respective mobile app. Similar to the reconstructive link we included in our recommended solution set, but deep-links into native app or directs user to App Store or Google Play to download appropriate app.

Static Station schedule

View a weekly (including sat/sun) timetable that is dynamically based upon the data.

Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Bytemark

MTS - Metropolitan Transit System

Eric Reese

Karen Landers

Full name

Full name


President and CEO

General Counsel

Title

Title


Eric Reese (May 13, 2021 14:50 PDT)

 Type text here

Signature

Signature

13MAY2021

July 16, 2021

Date

Date

Bytemark

Emile Wiersma

Full name

Chief Financial Officer

Title

Emile Wiersma

Emile Wiersma (May 13, 2021 17:43 EDT)

Signature

05/13/2021

Date

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

PURCHASE ORDER TERMS AND CONDITIONS –SERVICES OR SERVICES AND GOODS

- 1. Definition and Acceptance of Terms:** MTS shall collectively mean San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI). Contractor shall mean the person and/or company from whom the merchandise, goods, equipment (hereinafter "goods") or service are ordered as shown on the face hereof. This Purchase Order constitutes an offer by MTS to Contractor upon the terms and conditions stated herein and shall become a binding contract upon acceptance thereof either by acknowledgement or performance.
- 2. Entire Agreement:** This agreement, which includes the Purchase Order, applicable terms and conditions, specifications, scope and any other included attachments, constitutes the entire agreement and understanding between MTS and Contractor. Any amendments to this agreement must be in writing and executed by both parties.
- 3. Pricing:** The total price herein specified shall include all taxes which either party is required to pay with respect to the sale of the goods and services covered by this Agreement, including sales and use taxes, and shall include all charges for customs duties, freight charges and shipping unless specifically excluded. MTS is exempt from Federal Excise and Transportation Taxes. On out-of-state purchases, the Contractor must show their Use Tax Permit Number issued by the California State Board of Equalization, which authorizes them to charge and collect California sales tax. Fuel surcharges or charges for cartage, pallets, boxing or packaging shall not be allowed unless disclosed at the time the Contractor submits a response to a solicitation or request for quote.
- 4. Payment:** MTS will pay Contractor only upon satisfactory delivery or receipt of goods and services. MTS will review each payment request as soon as practicable after receipt. If any payment request is determined to be unsuitable for payment, MTS shall notify Contractor as soon as practicable. MTS shall not pay any interest charges for late payments of invoices unless permitted by law.
- 5. Delivery:** Timely performance and deliveries are essential to this Purchase Order. Contractor must immediately advise MTS if there is any delay or shortage in shipment or of a partial shipment and date full shipment will be delivered. All goods or services described herein must be delivered within the time specified on this Purchase Order. Delivery of goods shall be made between 8:00 a.m. and 4:00 p.m. local time on weekdays unless otherwise agreed to by MTS. Unless otherwise specified, all goods acquired under this Purchase Order are sold F.O.B. location specified by MTS. An original copy of the freight bill must be attached to the invoice. Contractor is not authorized to ship the goods under a reservation and no tender of a bill of lading shall operate as a tender of the goods. COD shipments are expressly prohibited. Shipment in greater or lesser quantity than ordered may be returned at Contractor's expense unless authorized by MTS.
- 6. Excusable Delays / Force Majeure:** Contractor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition, which is beyond Contractor's reasonable control, without Contractor's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot, are examples of events which will be excusable for being beyond Contractor's reasonable control only upon fulfillment of the following conditions: (a) within seven (7) calendar days of the commencement of any excusable delay, Contractor shall provide MTS with written notice of the cause and extent thereof, as well as request for a schedule extension for the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, Contractor shall provide MTS with written notice of the actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.
- 7. Inspection Acceptance or Rejection of Goods:** Inspections and acceptance or rejection of the goods will be at the delivery location unless otherwise specified. MTS will inspect the goods and either accept or reject them within 30 calendar days from the date of delivery. If any specified inspection or testing is required to determine if the goods meets the specifications, Contractor shall perform or shall have performed such inspections and tests at Contractor's sole cost prior to the delivery of such goods to MTS. Any goods received damaged or not in accordance with the instructions or specifications on the Purchase Order will be rejected and returned to Contractor at Contractor's risk and expense. MTS will notify the Contractor in writing stating the reason(s) why the goods are deemed damaged or non-conforming. Contractor will have 10 business days or an otherwise agreed upon date to deliver conforming goods. MTS will hold the damaged or non-conforming goods for a reasonable time not to exceed 30 calendar days and Contractor must remove the rejected goods at Contractor's sole cost and expense.
- 8. Risk of Loss:** Contractor will bear all costs, loss or damage and assume all risk and liability associated with manufacture or delivery of the goods or services regardless of the cause thereof until MTS accepts their delivery.
- 9. Material Safety Data Sheet (MSDS):** It is mandatory for Contractor to supply an MSDS with the shipment of any goods that contains any hazardous material. At any time the content of an MSDS is revised, Contractor is required to provide the new information relevant to the specific hazardous material to MTS.
- 10. Subcontractor:** The name, the location of the place of business, the California contractor license number if applicable and the portion of the work that will be done by each subcontractor who will perform work or labor or render service to the contractor must be provided to MTS. Written consent by MTS must be received before Contractor substitutes a person as subcontractor in place of the subcontractor listed in the original bid. If Contractor fails to specify a subcontractor in the bid or Purchase Order documents, the Contractor agrees that they are fully qualified to perform that portion themselves and that the prime contractor shall perform that portion themselves.
- 11. Prompt Progress Payments and Retention:** A 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, a penalty of two percent (2%) of the invoice amount due for every invoice that full payment is not made. 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.
- 12. Audit/Inspection of Records and Work Sites:** The Contractor and any Subcontractor shall retain complete and readily accessible records related in whole or in part to the Purchase Order, 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 Purchase Order 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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

PURCHASE ORDER TERMS AND CONDITIONS –SERVICES OR SERVICES AND GOODS

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 Purchase Order as reasonably may be required. The Contractor shall also permit FTA and its contractors access to the sites of performance under this Purchase Order 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.

13. Changes: MTS may at any time by written order make changes within the general scope of this Purchase Order in any of the following ways: 1) drawings, designs or specifications; 2) method of shipping or packing; 3) place of delivery; 4) delivery schedule; 5) description of services to be performed; 6) time of performance; 7) place of performance; or 8) method or manner of performance. Should any such change increase or decrease the cost or time required for performance of this Purchase Order, proper adjustments shall be made in price and/or schedule as the case may be. The Contractor must assert its right to an adjustment under this clause within 30 calendar days from the date of receipt of the written order. If the Contractor requests a change to the Purchase Order, the change must be authorized by MTS in writing and the Contractor must provide notice to MTS prior to the time Contractor shall have performed the service and/or deliver the goods if based on an act or failure to act by MTS or in all other cases within 15 calendar days after the happening of the event, thing, occurrence or other cause giving rise to the potential change.

14. 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 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 and services performed 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.

15. Termination for Default: In case of Contractor breach or failure to perform, MTS reserves the right to terminate the Purchase Order for default. MTS may award the contract to the next lowest responsive, responsible bidder, 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 the Purchase Order, 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 10 business 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 purchase order. 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; and 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 purchase order 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 10 business 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 purchase order should not be terminated. If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the purchase order shall be deemed terminated. The Contractor shall only be paid the purchase order price for goods received and accepted or services performed in accordance with the manner set forth in the purchase order. 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 purchase order for convenience.

16. Insurance: Contractor will include the Purchase Order/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's 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 Services 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 MAY BE REQUESTED BY MTS BASED ON PROJECT PURCHASE REQUIREMENTS.

17. Indemnification: As between MTS and Contractor, Contractor is deemed to assume responsibility and liability for, and Contractor shall defend, indemnify and hold harmless, MTS, 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, 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, to the extent caused by or resulting from or in connection with Contractor's 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. Contractor's indemnification obligation hereunder is conditioned upon the indemnified party's prompt notification of any claim and reasonable cooperation with Contractor in the defense or settlement of any such claim. In performing its indemnity obligation, Contractor shall have the right to assume the settlement in the defense of any suit or suits or other legal proceedings and shall pay all judgments entered in any such suit or other legal proceedings. Except in the case where Contractor refuses to assume such defense in settlement, Contractor shall have no liability for any settlement in or compromise made without its written consent. Notwithstanding any other provision in this Agreement,

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regardless of the number of claims or the form or cause of action, whether in contract or tort or otherwise, Contractor shall not have any liability for any special, indirect, incidental or consequential damages of any kind, or for losses of use, data, profit, revenue, income, business, anticipated savings, reputation, and more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim; and Contractor's total aggregate liability arising out of or in connection with the Purchase Order (other than liability for personal injury claims) shall be limited to actual, direct provable damages not to exceed the total compensation paid to Contractor for the goods and services rendered under this Purchase Order, whether or not such damages are foreseeable and whether or not Contractor has been advised of the possibility of such damages.

18. Warranties: By accepting this offer, Contractor warrants that: (1) all goods delivered under this Purchase Order will be "merchantable" as defined in Section 2-314 of the Uniform Commercial Code and free from defects in materials and workmanship (including damage due to unsatisfactory packaging by Contractor); (2) the goods will be manufactured and delivered strictly in accordance with MTS's specifications, drawings, and approved sample, if any; and (3) the goods will be free from defects in design. Contractor agrees that the goods furnished under this Purchase Order will be covered by the most favorable commercial warranties the Contractor gives to any customer for the same goods. Contractor also warrants and agrees that title to all goods furnished and accepted by MTS will pass to MTS free and clear of all liens, claims, security interests or encumbrances. MTS's rights and remedies as set out herein are in addition to and not limited by any rights MTS may have under any other term of this Purchase Order or provision of law.

19. Governing Law: Contractors quote, the resulting purchase order and the work performed under it shall be governed by these Terms and Conditions and the laws of the State of California. Contractor warrants that in the performance of this agreement it shall comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations thereunder. 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

20. 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 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 Cal. Gov. Code, 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. 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.

21. Survival: Notwithstanding MTS's acceptance of the services and payment thereof, Contractor shall remain obligated under all clauses of this Purchase Order which expressly, or by their nature, extend beyond and survive such acceptance and payment.

22. Severability: If any term, provision, or condition of this Purchase Order 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 Purchase Order shall be valid and enforceable to the fullest extent permitted by law.

23. Independent Contractor: In the performance of any services or delivery of any goods to be provided hereunder, Contractor's relationship to MTS shall be that of an independent Contractor and not an employee, agent or other representative of MTS.

24. 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 Purchase order 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.

25. 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.*

26. Assignments: Other than to a parent, affiliate, or wholly owned subsidiary, 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.

27. Third Party Beneficiaries: No provisions of the Purchase Order 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 Purchase Order or of any one or more of the terms and conditions of the Purchase Order or otherwise give rise to any cause of action in any person not a party to the Purchase Order, except as expressly provided elsewhere in the Purchase Order.

28. 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

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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.

29. 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. 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.

FEDERAL CLAUSES - The following clauses apply only for Purchase Orders over \$3,500 that are assisted with Federal Funds unless otherwise stated.

30. Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). All provisions required by DOT, whether or not expressly set forth in the preceding Purchase Order provisions. All Purchase Order 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 Purchase Order. 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.

31. 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 FTA Master Agreement between MTS and FTA, as they may be amended or promulgated from time to time during the term of this purchase order. Contractor shall ensure compliance by subcontractors at any tier of any applicable change to federal requirements.

32. No Federal Government Obligations to Third Parties: . Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, or award of the underlying purchase order, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchase Order and shall not be subject to any obligations or liabilities to Contractor or any other party pertaining to any matter resulting from the undersigned Purchase Order. . The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

33. False or Fraudulent Statements or Claims: The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. Section 3801, *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this purchase order. Upon execution of the underlying Purchase Order, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make, or causes to be made, pertaining to the underlying purchase order or the FTA assisted project for which this Purchase Order work is being performed. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose on the Contractor the penalties of 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 this provision in each subcontract financed in whole or in part with Federal assistance from the FTA.

34. Fly America: 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 CFR Part 301-10, which provide that recipients 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.

35. Cargo Preference - (Applicable to all purchase orders for goods which may be transported by ocean vessels) 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 U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying purchase order to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels. The Contractor shall furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of loading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification of the project. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this purchase order when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

36. Energy Conservation: The Contractor and Subcontractor agree to comply with mandatory energy efficiency standards and policies within the applicable the state energy conservation plan 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.

37. Seismic Safety (Applicable to A&E and construction purchase orders for new buildings or additions to existing buildings) The Contractor and any Subcontractor

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agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in: DOT Seismic Safety Regulations 49 CFR Part 41 And will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Purchase Order include work performed by subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

38. Recycled Products Requirements (Applicable to all operations, construction and goods purchase orders 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.

39. Disadvantaged Business Enterprise (DBE) Participation: This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR Part 26), entitled "Participation by DBEs in DOT Financial Assistance Programs." MTS's DBE program has an aspirational goal of 2.9% participation by certified DBE's over FFY 2019 to 2021 (October 1, 2018 – September 30, 2021). There is no specific DBE goal for this project. 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 purchase orders financed, in whole or in part, with federal funds. It is the policy of MTS to ensure that DBEs have an equal opportunity to receive and participate in MTS DOT-assisted purchase orders. It is also our policy to: 1) Ensure nondiscrimination in the award and administration of all MTS purchase orders and subcontracts; 2) Create a level playing field by which DBEs can compete for and perform in MTS DOT-assisted purchase orders; 3) Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*; 4) Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; 5) Help remove procurement and purchase ordering barriers, which impede DBE participation in MTS DOT-assisted purchase orders; 6) Monitor and enforce Contractors' compliance in meeting established goal objectives and program requirements; 7) Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; 8) Ensure MTS Contractors and Subcontractors take all necessary; and reasonable steps to comply with these policy objectives. To ascertain whether it's overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid purchase orders. MTS encourages Contractor 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. The California Unified Certification Program DBE Directory can be found at: <http://californiaucp.org/>.

40. Civil Rights: The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof. A. 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. B. 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. C. 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. D. 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.

41. Contractor Assurance: The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Purchase Order. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Purchase Orders. Failure by the Contractor to carry out these requirements is a material breach of this purchase order which may result in the termination of this Purchase Order or 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.

42. Debarment and Suspension: (Applicable to all purchase orders over \$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 Purchase Order 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.

43. Environmental Protections: 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,

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

PURCHASE ORDER TERMS AND CONDITIONS –SERVICES OR SERVICES AND GOODS

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.

44. ADA Access: 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.

45. Safe Operation of Motor Vehicles: 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.

BYTEMARK SOFTWARE LICENSE TERMS AND CONDITIONS

This Software License Terms and Conditions (“Software License”) governs the license of software provided to San Diego Metropolitan Transit Systems, San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) (collectively, “MTS”) by Bytemark, Inc. (“Contractor”) pursuant to that San Diego Metropolitan Transit System Purchase Order Terms and Conditions – Services or Services and Goods (the “Purchase Order”). These terms and any applicable addenda are incorporated into and made a part of the agreement set forth in the Purchase Order. The terms of this Software License shall prevail over any conflicting terms in the Purchase Order or any other written or oral communication unless separately signed by MTS and Contractor. Contractor’s failure to object to MTS’ additional or conflicting terms does not operate as a waiver of any terms contained in this Software License. Any purchase of products or services shall be subject to a separate written agreement.

1. Definitions.

- a. For purposes of this Software License, the term "Intellectual Property Rights" means any and all now known or hereafter existing: (i) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (ii) trademark or service mark rights; (iii) trade secret rights; (iv) patents, patent rights, and industrial property rights; (v) layout design rights, design rights, and other proprietary rights of every kind and nature; and (vi) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
 - b. It is understood that Contractor may use its own previously developed data, documentation, software, ideas, concepts, materials, or information, in whatever form, in performing its obligations hereunder (collectively "Preexisting Works").
 - c. "Work Product" shall mean all data, documentation, software, ideas, concepts, materials, and information, in whatever form, produced or created by Contractor which may or may not relate solely and exclusively to the performance of work or the rendition of obligations under this Agreement
2. **Ownership.** The copyright and all other Intellectual Property Rights in the web-app version of the HAFAS trip planner and more specifically described in Contractor’s Proposal dated May 13, 2021 (hereinafter referred to as “System”) are the sole and exclusive property of Contractor. Except for the limited license granted to MTS herein, Contractor is the sole and exclusive owner of all rights, title, and interest in and to the System, services, deliverables, Preexisting Works, and Work Product, including all updates, modifications, customizations, enhancements, and other derivative works (“Derivative Works”) thereof, and in any copyrights, patents, trademarks, trade secrets and other proprietary and or Intellectual Property Rights therein or thereto. To the extent that any Derivative Works are developed by Contractor based upon ideas or suggestions submitted by MTS to Contractor, MTS hereby irrevocably assigns all rights to modify or enhance the System or Work Product using such ideas or suggestions or joint contributions to Contractor, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or Intellectual Property Rights related to such Derivative Works.

3. **License Grant.** Subject to the terms and conditions of this Software License, including prompt payment of all sums when due under this Purchase Order, Contractor grants MTS a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to access and use the System for the purposes detailed in the Purchase Order. Any other use or disclosure by MTS is prohibited.

San Diego MTS: HAFAS Trip Planner API

September 1st, 2021

Bytemark, Inc.
One Pennsylvania Plaza
Floor 11 Suite 1100
New York, NY 10119



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1 Introduction

This document defines the services and deliverables to be provided by Hacon and Bytemark for the implementation of the **HAFAS Trip Planner API** to the “MTS Mobile Ticketing App”, herein referred as the Project.

2 Motivation and Requirements

With this proposal, we are adding access to the HAFAS trip planner services via ReST API. The HAFAS Trip Planner API is limited to the single use with the MTS website. In the following sections, we provide a detailed description of the included feature set for the MTS Trip Planner API.

3 Scope of Work

3.1 Project Management

1. The customer relationship will be solely managed by Bytemark.
2. Hacon will provide project management and participate in remote project meetings via web conference. We expect approximately five web conferences.

3.2 HAFAS Trip Planner API

1. Hacon will deliver the HAFAS Trip Planner API that is connected to the MTS HAFAS trip planner backend.
2. The following services are included in the HAFAS Trip Planner ReST API:
 - a. location search,
 - b. departures/arrivals and
 - c. trip/line search
 - d. line schedule
3. The ReST API will provide each request as either XML or JSON response.

4. Hacon will provide a full API specification, either as PDF document or Swagger UI URL with the documentation of all included services and request and response parameters.
5. Hacon will provide MTS with an access key for the API, which is limited to the single use at the MTS website.

3.3 Maintenance & Support, Hosting

1. Hacon will support Bytemark with bug fixes according to our standard maintenance conditions.
2. The system will be hosted by Hacon.

3.4 Deliverables and Features

Hacon will provide the HAFAS Trip planner API with the included services location search, departures / arrivals and trip/line search.

3.5 Exclusions

- We have not foreseen any efforts to customize the ReST API beyond our standard configuration set.
- We are not responsible for data provided by third parties (e.g. transit data, network maps, address data, maps, etc.)
- Other features than those described in this proposal are not included, but can be added as change order.

4 Timeframe

Timeframe for this project will be mutually agreed upon.

5 Pricing & Payment Milestones

Upfront price for above configuration: **\$23,025**

Annual cost including hosting and maintenance for above configuration: **\$12,175**

Starting with initial deployment of the production system. To be paid quarterly in advance.

Payment milestones

- 50% upon execution of the purchase order and delivery scope of work (this document)
- 50% with agreed initial deployment of the production system, TBD

6 Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Bytemark

MTS - San Diego

Emile Wiersma

Full name

Full name

CFO Bytemark Inc.

Title

Title


Emile Wiersma (Sep 1, 2021 18:14 EDT)

Signature

Signature

Sep 1, 2021

Date

Date

Bytemark

Eric Reese

Full name

President / CEO

Title


Eric Reese (Sep 1, 2021 16:01 PDT)

Signature

Sep 1, 2021

Date

Trip Planner Enhancements – OpenAddress Integration and Web App Front-End Changes

*Change Order: San Diego Metropolitan
Transit System (MTS)*

Version 3 – June 13th, 2022

Prepared By: Brian Thompson

Bytemark, Inc.
One Penn Plaza, Suite 1100
New York, NY 10119



Change Request

Client Name	San Diego Metropolitan Transit System (MTS)
Project	OpenAddress Integration
Date	June 13th, 2022

Introduction

MTS desires several enhancements to its white label trip planner web app provided by Bytemark and powered by Hacon. Additionally, this change order is to change the POI database from OSM to OpenAddress and to set up an automatic update of the database once a quarter.

Scope and Pricing

Title	Description	One-time cost	Annual Cost	Totals
Departures with map	1. Departure Map Flyout to be Configured for MTS WebApp 2. Departure Map Flyout to be tested 3. Create Deployment package 4. Delivery of changes to Deployment Team, Deployment into Production	\$2,427.00	\$0.00	\$2,427.00
Default map view	1. Map Zoom level to be Configured for MTS WebApp 2. Map Zoom level to be tested 3. Create Deployment package 4. Delivery of changes to Deployment Team, Deployment into Production	\$2,427.00	\$0.00	\$2,427.00
Show Stop Number	1. Data Configuration for Converter a. Stop number to appear alongside Stop name 2. Server Configuration for Platforms a. Search to include Stop numbers 3. Deployment in Production of Webapp	\$3,657.00	\$0.00	\$3,657.00
OpenAddress Pilot Integration	1. Change the database from OSM to OpenAddresses 2. Data package review and preparation 3. Definition of test cases for correct formatting	\$12,805	\$0.00	\$12,805

Change Order – Trip Planner Enhancements - OpenAddress Integration
 Proposal by Bytemark, Inc.

	4. Development of address data converter for correct formatting 5. Script development for use cases 6. Set up aliases for abbreviations 7. Solution testing, review and analysis			
OpenAddress final productive solution	1. Set up automatic Update of the data (once a quarter) 2. automatic push of data to production 3. Support and O&M	\$3,437	\$4,373	\$7,810
Project Management		\$8,200	\$0	\$8,200
Totals		\$32,953	\$6,559*	\$39,512
Estimated Release Timeframes				
Components	Estimated Timeframe	Notes:		
WebApp	Q3 2022	Upon receiving the PO a more specific date can be given.		
Data/Server	Q3 2022	Upon receiving the PO a more specific date can be given.		

*OpenAddress annual support to be \$6559 from beginning of January 2023 to the end of June 2024 (18 months). Additional year's annual support shall be invoiced at \$4373

Payment Terms

- 25% on signing and Delivery of Scope of Work (this document)
- 50% on Delivering UAT Build
- 25% on Production Release

Schedule

We will provide an updated schedule after the change order is signed.

Proposal Validity

This quote is valid for 105 days.

Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Bytemark

San Diego Metropolitan Transit system (MTS)

Eric Reese

Full name

Full name

President and CEO

Title

Title



Signature

Signature

12SEPT2022

Date

Date

Bytemark

Emile Wiersma

Full name

Chief Financial Officer

Title



Signature

2022-09-12

Date

San Diego MTS: HAFAS Trip Planner API – Annual Support and Maintenance

December 20th, 2022

Version 2

Bytemark, Inc.
One Pennsylvania Plaza
Floor 11 Suite 1100
New York, NY 10119



1 Introduction

This document defines the services and deliverables to be provided by Hacon and Bytemark for the continued implementation and support of the **HAFAS Trip Planner API** to the “MTS Mobile Ticketing App”, herein referred as the Project.

2 Scope of Work

Maintenance & Support, Hosting

1. Hacon will support Bytemark with bug fixes according to our standard maintenance conditions.
2. The system will be hosted by Hacon.

3 Timeframe

Pricing shall be valid for the period from October 2022 through June 2024.

4 Pricing & Payment Milestones

Annual cost including hosting and maintenance for above configuration: \$12,780

Total cost for annual hosting and maintenance from October 2022 through June 2024: \$22,365

To be paid quarterly in advance. First payment due 30 days from date of this proposal

6 Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Bytemark

MTS - San Diego

Eric Reese

Full name

Full name

President and CEO

Title

Title



Signature

Signature

Dec 21, 2022

Date

Date

Bytemark

Emile Wiersma

Full name

Chief Financial Officer

Title



Signature

Dec 21, 2022

Date



Metropolitan Transit System

STANDARD AGREEMENT FOR

MTS DOC. NO. G2707.0-23

BYTEMARK HACON HAFAS TRIP PLANNER SOFTWARE MAINTENANCE AND DEVELOPMENT

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>Bytemark, Inc.</u>	Address: <u>One Pennsylvania Plaza Floor 11, Suite 1100 New York, NY 10119</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>XXXXXX@bytemark.co</u>
Telephone: <u>(XXX) XXX-XXXX</u>	
Authorized person to sign contracts <u>Eric Reese</u>	<u>President and CEO</u>
Name	Title

The Contractor agrees to provide services as specified in the conformed Contractor's Bid/Pricing Forms (Exhibit A), in accordance with the Purchase Order Terms and Conditions (Exhibit B), the Software License Terms and Conditions (Exhibit C), and Forms (Exhibit D).

The contract term is for the three (3) years of software maintenance and development effective July 1, 2021 through June 30, 2024.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$172,387.00 without the express written consent of MTS.

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





Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Commvault Metallic Appliance and Subscription – 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. G2701.0-23 (in substantially the same format as Attachment A) with Nth Generation Computing, Inc., in the amount of \$641,520.24, for a period of three (3) years for the provision of Commvault equipment and support subscription.

Budget Impact

The total cost of this project is estimated to be \$641,520.24 (inclusive of 7.75% sales tax). This project will be funded by the Information Technology (IT) Operations Budget 661010-571250 account and Capital Improvement Program (CIP) 1007108601 – Data Storage Replacement.

Funding Source	Description	Subtotal
CIP: 1007108601 IT Operating Budget	Appliance Purchase (inclusive of Sales Tax 7.75%)	\$ 345,248.24
661010-571250 IT Operating Budget	Maintenance Support, Licensing, Project Management and Consulting Services (non-taxable)	\$296,272.00
Grand Total:		\$641,520.24

DISCUSSION:

MTS is transitioning to Commvault's new backup solution, Metallic, which supports the backup of Microsoft 365 (M365). This will ensure user mailboxes and files will be protected as we migrate from our on-premises Exchange mail servers to M365. Metallic also provides cloud storage, Metallic Reserve, which will be the destination for MTS off-site backups, eventually phasing out the cloud storage being consumed at Azure. The support for the current on-premises Commvault environment is due to expire and the hardware is nearing end of life, requiring a hardware refresh. Instead of refreshing the hardware of the legacy Commvault product, MTS will be switching to the new Metallic platform which not only prepares us for the



future with M365 but also includes on-premises Hyperscale X appliances to allow the continued backup of on-premises resources.

On November 21, 2022, MTS issued an Invitation for Bid (IFB) to procure two (2) Commvault Hyperscale X appliances with corresponding Metallic subscriptions. A total of seven (7) bids were received on the due date of December 8, 2022. Four of the seven bids were deemed non-responsive due to incomplete bid pricing and missing forms.

Below is a summary of the bids received, inclusive of delivery charges and CA sales tax:

Bidder Name	Disadvantage Business Enterprise (DBE) Small Business (SB) Minority Business Enterprise (MBE) Certifications	Overall Bid Total
Zones LLC (Non-Responsive)	None	\$638,261.59
Nth Generation	None	\$641,520.24
Mvation (Non-Responsive)	None	\$644,476.40
Compulink	SB & MBE	\$646,655.88
Yotta Techive (Non-Responsive)	None	\$651,070.40
Axelliant	SB & MBE	\$675,876.20
vPrime (Non-Responsive)	None	\$754,388.69
<i>MTS Independent Cost Estimate (ICE)</i>		<i>\$558,469.64</i>

MTS staff has deemed Nth Generation Computing, Inc. the lowest responsive and responsible bidder and the bid submitted has been determined to be fair and reasonable by a comparison of all the bids received.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2701.0-23 with Nth Generation Computing, Inc. for the provision of Commvault equipment and support subscription in the amount of \$641,520.24.

/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. G2701.0-23
B. Bid Price Form

Metropolitan Transit System

MTS DOC. NO. G2701.0-23





COMMVAULT METALLIC APPLIANCE AND SUBSCRIPTION - BID FORM

MTS DOC. NO. G2701.0-23

Bidder Name:

Cooperative Purchasing Program ref. number: (e.g. GSA, NASPO, CMAS, OMNI reference) if applicable. NASPO contract: NCPA 01-97

*Please specify the reference number of the Cooperative Purchasing Agreement used as the basis of your bid (if applicable). NASPO contract: NCPA 01-97.

ITEM	PART NUMBER	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
1	CV-MCS-GC-TB	Metallic Recovery Reserve - 100 TB	3	Years	\$ 525.00	\$ 52,500.00
2	MTL-O365ED-USR-A	Metallic Office 365 Backup eDiscovery Edition - 700 Users	3	Years	\$ 105.00	\$ 73,500.00
3	MTL-VMKBS-VM10-B	Metallic VM and Kubernetes Backup - Standard - Qty 28 (10 packs)	3	Years	\$ 2,390.00	\$ 66,920.00
4	MTL-VMKBA-VM-B	Metallic VM and Kubernetes Backup - Advanced - Qty 60	3	Years	\$ 510.00	\$ 30,600.00
5	MTL-VMKBE-VM-B	Metallic VM and Kubernetes Backup - Enterprise - Qty 4	3	Years	\$ 1,390.00	\$ 5,560.00
6	MTL-DBB-FT-B	Metallic Database Backup - Qty 5	3	Years	\$ 2,110.00	\$ 10,550.00
7	MTL-FOB-FT-B	Metallic File & Object Backup - Qty 5	3	Years	\$ 1,420.00	\$ 7,100.00
8	CV-BR-FT	Commvault Complete Backup & Recovery - Qty 75TB	6	Months	\$4,792	\$ 28,752.00
9	CN-CV-E-23168-31	Commvault HyperScale X Appliance - 88 TB Usable - with 3 Year Subscription	2	Each	\$ 115,900.00	\$ 231,800.00
10	CN-23168-GOLD-31	Commvault HyperScale X Appliance Model 23168 On-Site Service - 4 hours response time (2 appliances)	3	Years	\$ 742.00	\$ 1,484.00
11	CN-X-STD-RS	Commvault HyperScale X Appliance Rack and Stack Service	2	Each	\$ 1,250.00	\$ 2,500.00
12	CN-CV-S-23168-31	Commvault HyperScale X Appliance Single Node for Expansion of Model 23168	2	Each	\$ 44,308.00	\$ 88,616.00
13	CN-S-23168-GOLD-31	Commvault HyperScale X Appliance Model 23168 Single Node On-Site Service - 4 hours response time (2 appliances)	3	Years	\$ 247.00	\$ 494.00
14	CN-XS-STD-RS	Commvault HyperScale X Appliance Rack and Stack Service for Single Node	2	Each	\$ 781.00	\$ 1,562.00
15	IC-CONSDEP	Commvault Consulting Service	5	Days	\$ 2,500.00	\$ 12,500.00
16	IC-CONSPM	Commvault Project Management Services	10	Hours	\$ 225.00	\$ 2,250.00
Sub-Total						\$ 616,688.00
San Diego Sales Tax (7.75%)						\$ 24,832.24
Shipping						\$ -
(BASIS OF AWARD) GRAND TOTAL (All Inclusive of all charges e.g Tax etc.):						\$ 641,520.24

BIDDER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.



Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA353-AE-01.01 under MTS Doc. No. PWL353.0-22 (in substantially the same format as Attachment A) with Dokken Engineering, Inc. (Dokken) in the amount of \$717,696.61 to provide engineering final design services for Phase 1 of the IAD electric bus charging infrastructure project.

Budget Impact

The total cost of this contract is estimated to be \$1,053,427.84 inclusive of this amendment (original contract amount of \$335,731.23, amendment WOA353-AE-01.01 - \$717,696.61). The project is funded by Capital Improvement Program (CIP) 3009116101 – IAD ZEB Overhead Charging.

DISCUSSION:

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

On July 21, 2022 (AI 14), the Board approved the work order, WOA353-AE-01, to provide engineering services to develop plans, specifications, and estimates up to 60% completion. At the time it was anticipated that the project could be completed under the design-build delivery method, and would therefore only require a 60% completed package. The design-build procurement process for MTS has not yet been fully developed and implemented. In order to



keep this project on schedule, staff recommends an amendment be issued do Dokken to complete a final design package that is suitable for a traditional construction bid process.

Under the proposed Work Order amendment 1, Dokken will develop and refine the 60% conceptual plans into a 100% complete and biddable design package, including all major components, electrical, civil, mechanical, structural, and fire protection for the first phase of overhead charging at IAD.

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

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

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

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

Dokken's proposed amount of \$717,696.61 is less than MTS's Independent Cost Estimate (ICE) of \$1,005,078.10 and determined to be fair and reasonable. For the project, Dokken will utilize the following subcontractor:

Subcontractor Firm Name	Firm Classification	Dollar Value of Subcontract
WSP	None	\$529,329.10

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment WOA353-AE-01.01 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A) with Dokken in the amount of \$717,696.61 to provide engineering final design services for Phase 1 of the IAD electric bus charging infrastructure 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
C. Scope of Work

January 26, 2023

MTS Doc. No. PWL353.0-22
WOA353-AE-01.01

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

Dear Mr. Klemunes:

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

This letter shall serve as Amendment No. 1 to Work Order WOA353-AE-01, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

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

SCHEDULE

As a result of this Amendment, the Schedule shall be extended for a period of thirty-six (36) weeks, from a period of twelve (12) weeks to forty-eight (48) weeks from the date of the Notice to Proceed.

PAYMENT

This Amendment shall add \$717,696.61 to the Work Order. Payment shall be based on actual costs in the revised amount of \$1,053,427.84, and shall not be exceeded without prior authorization of MTS (Attachment B).

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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

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

Work Order Estimate Summary

Att.B, AI 14, 01/26/23

MTS Doc. No. **PWL353.0-22**
 Work Order No. **WOA353-AE-01.01**
 Attachment: **B**

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

Project No: **TBD**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$713,336.61
2	ODC	Other Direct Costs	\$4,360.00

Totals = **\$717,696.61**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management	330	\$87,504.18
2	Task 2	90% Construction Documents - Design Development (DD)	1,385	\$250,653.58
3	Task 3	100% Construction Documents (CD)	1,644	\$315,847.43
4	Task 4	Contract Bid Support	370	\$63,691.42

Totals = **3,729** **\$717,696.61**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken Engineering	1,051	\$188,367.51
				WSP	2,678	\$529,329.10

Totals = **3,729** **\$717,696.61**

MTS Doc. No. PWL353.0-22**Work Order No. WOA353-AE-01.01**

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

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services for the schematic design, design development, and final engineering for phase 1 of the new Battery Electric Bus (BEB) infrastructure at MTS’s Imperial Avenue Division (referred to hereafter as “IAD”). The proposed infrastructure is the first phase of MTS’s Master plan to replace the existing CNG bus fleet with electric buses over the next 20 years. The Phase 1 design is to be based on the IAD ZEB Master Plan dated 4/28/2022. It is anticipated phase 1 will be designed to accommodate:

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

II. SCOPE OF WORK

This task order is for construction plans, specifications and estimate as well as bid Support, which includes the following:

- 90% and Final construction package, including structural, electrical, civil, fire protection, PV, battery storage, generator, replacement of existing tire shop, technical specifications, equipment list, and construction cost estimates.
- Support during the bid phase.

TASK 1: PROJECT MANAGEMENT

1.1. Project Management

Consultant shall provide project management services that will include monthly progress reports, invoicing and administration of the project. As part of this task the consultant shall be responsible to maintain schedule compliance of final deliverables for this task order. It is assumed there will be a Schematic Design, 90%, and 100% plan submittal and review packages with MTS.

- 1.1.1. Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant’s team.

- 1.1.2. Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings. It is assumed there will be bi-weekly meetings for the duration of the task order.
- 1.1.3. Develop and implement a project schedule to complete the Scope of Work and manage the project to eliminate or minimize supplemental agreements.
- 1.1.4. Provide coordination between MTS and outside agencies and stakeholders, this includes manage decision making and communication with MTS, community/agency, and the stakeholder team.
- 1.1.5. Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the Consultant or sub-Consultants. The Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.
- 1.1.6. Provide QA/QC on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents shall have a check box or signature indicating a review has been performed.

1.2. Agency Coordination

- 1.2.1. Consultant shall provide all necessary coordination with outside agencies and key stakeholders as required for the design. This includes but isn't limited to SDG&E and the City of San Diego. Consultant shall coordinate with MTS staff regarding ownership, easements, and joint-use agreements for any of the work.
- 1.2.2. Consultant shall ensure all design elements meet the requirements of SDG&E and SDG&E Design Standards as well as submissions of drawings for SDG&E approval as required by SDG&E.

TASK 2: 90% CONSTRUCTION DOCUMENTS - DESIGN DEVELOPMENT (DD)

The 90% Construction Documents design development will refine and further develop the design established during the Schematic Design Phase. The main objective of the Design Development will be to fix and describe the Civil, Structural, Electrical, Fire, Mechanical, Solar, Charging Systems, and finalize design decisions. Assumes bi-weekly meetings will be held with MTS during this phase.

Design Development Package: Consultant will modify the schematic design plans at 1'=40" scale and create a design development package. This package will be the next iteration in design, conveying all key aspects of the design including the structural and electrical charging systems, in order to obtain MTS's acceptance of the design and form the basis for a further developed and refined cost estimate. The plans will be brought to a 90% level design and will introduce final design detail sheets for each of the disciplines described above. Details will be drawn at 1"=10' scale for clarity.

Work Elements:**2.1. Electric Charging Equipment Plans**

The type, quantity, location, and utility requirements of the electric charging equipment is critical to the design of the BEB facility. Consultant shall:

- 2.1.1. Develop initial charging equipment layouts that provide an efficient, cost effective, safe industrial workflow through the site.
- 2.1.2. Obtain brochures and cut sheets on charging equipment to be specified by WSP.
- 2.1.3. Review equipment list, cut sheets, and layout with the client and the design team to ensure that all electric charging requirements have been addressed. Included are 2 meetings with the Charging equipment supplier to review product details.
- 2.1.4. Update electric charging equipment list to be consistent with layouts, facility design, and input received during the review session.
- 2.1.5. Identify unusual constraints including, but not limited to, specialized systems or equipment to be accommodated, construction access limitations, and work-around requirements.
- 2.1.6. Document MTS Operations preference for shared dispenser charging positions and order charging of specific dispensers in order to establish circuiting/wiring schematic from specific dispensers to specific chargers.
- 2.1.7. Update project quantities.
- 2.1.8. Develop Utility Requirements drawing(s) based on information developed with the client. These will be drawn on a separate layer on AutoCAD and will include locations of SDG&E facilities and onsite private electrical needs.
- 2.1.9. Develop draft specifications for the proposed electric charging infrastructure items. Coordinate format with civil engineering specifications. These draft specifications are to be reviewed by the various design team disciplines during the construction document phase to insure coordination between disciplines.
- 2.1.10. Prepare a report outlining system selections, and design assumptions.

2.2. Electrical Plans

- 2.2.1. SDG&E Coordination: Consultant shall attend up to six (6) meetings and coordinate with SDG&E as requested by MTS to assist with the design for providing service to the property for the BEB charging stations. This includes providing SDG&E with design plans and infrastructure loads.
- 2.2.2. Electrical designers will meet with Owner representatives to confirm project goals, system performance expectations and standards to be implemented.
- 2.2.3. Evaluate application of national, state, and local codes, and established technical standards, for their impact on the site and infrastructure design.

- 2.2.4. Identify the applicable code enforcement authorities and contact such authorities to discuss preliminary concepts; review applicable, regulations, codes, standards and guidelines; and identify particular concerns by the authorities.
- 2.2.5. Evaluate electrical system requirements including standby or emergency power; provisions for future electrical loads, provisions for voice/data communication systems, and wireless communication.
- 2.2.6. Prepare preliminary calculations for electrical service requirements and panel distribution.
- 2.2.7. Prepare preliminary plans illustrating locations of utility connections, electrical service and panel locations, backup generator locations, and placement of electrical special system devices such as CCTV cameras and telecommunication outlets. This special system device locations will be coordinated with the appropriate MTS Department(s).
- 2.2.8. Electrical designers shall include convenience lighting on the structure and review its compatibility with the existing site lighting to ensure there are no issues with the safety and visibility during night operations.
- 2.2.9. Incorporate generator control into Microgrid spec.
- 2.2.10. Design electrical duct bank to generator.
- 2.2.11. Coordination with Mechanical/Civil on underground gas pipe routing around electrical conduits.

2.3. Fire Protection

- 2.3.1. MTS will not be obtaining a building permit from the City of San Diego nor requiring Fire Marshal approval, but elements and types of fire protection and life safety requirements to support this type of project shall be incorporated. It is assumed per NFPA that a water source (fire hydrant) in proximity will satisfy the intent of the code and the fire requirements for this project.
- 2.3.2. Provide input necessary for the development of the construction cost estimate.
- 2.3.3. Identify requirements for specialized fire projection, if any, and prepare draft specifications. Coordinate format with other disciplines.

2.4. Structural Plans

- 2.4.1. Develop design criteria for equipment and electrical distribution system dead loads based on equipment data and electrical design completed as part of this work phase.
- 2.4.2. Develop wind and seismic criteria based on local, state, and/or national codes.
- 2.4.3. Finalize layout and framing for the structure based on the approved schematic design.

- 2.4.4. Analyze and design structural elements including intermediate trusses (long-span joists), moment frames, and braced frames.
- 2.4.5. Based on current or recent geotechnical information, design foundations under structural columns.
- 2.4.6. Provide Revit drawings for all structural elements including plans, elevations, sections, and details. Coordinate base slab with new and existing site paving.
- 2.4.7. Develop preliminary technical specifications for structural materials and components.
- 2.4.8. Compute quantities of structural elements as input to the Design Development cost estimate.
- 2.4.9. Structural design shall include an overhead structure capable of charging 40 buses as shown as phases 1 and 2 of the IAD ZEB Master Plan dated 4/28/2022.
- 2.4.10. Design of the generator foundation pad.

2.5. Civil Plans

- 2.5.1. Prepare Site Demolition Plans. The demolition plan will include removal of existing pavement, utilities, and landscaping to the extent as identified by MTS.
- 2.5.2. Prepare a striping and signage plan at 1"=40' scale for the revised onsite bus lane configuration and parking in the North Lot. It will identify fire lanes, and other on-site striping.
- 2.5.3. Prepare on-site horizontal control and paving plans that will show the limits of proposed physical improvements, such as paving delineations, bollards, curb and gutter locations, trenching, and structural frame and column locations. The horizontal control plan will be prepared at 1"=20' scale for construction purposes to horizontally located the proposed columns, curbs, and water line location. It is assumed that new paving will be installed within the project limits where disturbed by the proposed construction and trenching.
- 2.5.4. Prepare on-site utility plans showing the proposed horizontal and vertical locations of proposed wet utilities within the project site (fire service or fire hydrant). Wet utilities assumed to be designed will be limited to Water (Fire). It is assumed existing utilities on-site will not require relocation in this first Phase.
- 2.5.5. Prepare on-site utility plans showing the proposed horizontal and vertical locations of dry utilities running from the public right of way to the service points at the charging stations. Dry utilities will be limited to electrical. It is assumed existing utilities on-site will not require relocation in this first phase.
- 2.5.6. Prepare a construction laydown plan for use by the Contractor and MTS during construction. This will identify areas that the Contractor can use for materials and storage and will also show any areas that will need reconfigured for bus parking.

- 2.5.7. Prepare site staging and construction phasing plans to show how operations will be maintained during construction.
- 2.5.8. Document site drainage flow with new islands and site equipment pads.
- 2.5.9. Prepare a Storm Water Quality Management Plan.
- 2.5.10. Determine code compliance as it relates to the existing fire water service at the north-west corner and to ensure there are no crossing or offset issues. Fire water line may have to be redesigned and re-routed if there are any conflicts or restraints.

2.6. Mechanical

- 2.6.1. Provide Engine / generator selection. Contact generator manufacturers and select design basis generator. Assumes generator will allow for peak shaving operation/application.
- 2.6.2. Provide mechanical drawings and specifications for the installation of a CNG standby generator located outdoors and at grade.
- 2.6.3. Assumes generator fuel source to be a direct connection to existing natural gas (SDG&E Main), Not CNG. This includes coordination and discussion with SDG&E on most viable alternative for gas line connection. Includes sizing of the piping and coordination of the underground alignment. Includes up to 2 meetings with SDG&E gas division.
- 2.6.4. Provide generator exhaust design-anticipated to be stub stack with standard silencer (if needed), CNG piping, and coordination with electrical, structural.
- 2.6.5. Allowance for two (2) virtual meetings to discuss design parameters.
- 2.6.6. Preparation and submittal to San Diego Air Pollution Control District (SDAPCD) for emergency standby generator. This includes applications, site layout, plot plan, engine specification sheet, and manufacturer emission data. 20 hours is allowed to address comments from the SDAPCD.
- 2.6.7. Research and incorporate City of San Diego zoning code requirements for setbacks of the generator to public streets, buildings. Assumes a permit with the City of San Diego for the generator is not required.
- 2.6.8. Identification of noise level requirements and mitigation needed, if any, due to proximity to the existing onsite buildings and/or other surrounding uses. Assumes an enclosure for the generator will be needed due to the surrounding receptors.

2.7. Opinion of Probable Cost

- 2.7.1. Provide updated quantities and cost for the civil, electrical, structural, fire protection, mechanical, and equipment components. This task includes generating new quantity takeoffs based on the more detailed 90% design from all the disciplines. Produce Class 3 Opinion of Probable Cost.

2.8. Design Development Quality Control

- 2.8.1. Coordinate operational and equipment related functional requirements for human engineering and electrical/building systems and components including civil, structural, mechanical, and electrical. Items to be addressed include:
 - 2.8.1.1. Modifications to the design due to Peer Review comments. Note that the extent of these modifications may require additional design fees, which are not included in the fee estimate.
 - 2.8.1.2. Structural details for frames, as needed.
 - 2.8.1.3. Charging equipment documentation and specifications will be reviewed by a qualified checker to confirm that the equipment will meet the requirements and needs of the project.
- 2.8.2. Review engineering (civil, structural, fire, electrical) design for compliance with the approved design criteria, and operational/maintenance concepts.

TASK 3: 100% CONSTRUCTION DOCUMENTS (CD)

Upon completion of the 90% Construction Document review period, the design team will have thoroughly reviewed the 90% Construction Documents and have prepared a key design/coordination issue, cost issues, and MTS feedback issues tracker. The major tasks arising out of the reviews will be to resolve and incorporate into the Project all agreed upon Design Development review comments and to establish a list of priorities and action items for the Construction Document Phase. Specific direction on Design Development issues for all disciplines will be critical to move into the Construction Document Phase.

The main objective of the Construction Document Phase is to prepare and issue construction document packages, 100% Bid Documents including plans, specifications and estimate, setting forth in detail the requirement for the project necessary for bidding, negotiating, contracting, and construction.

- Consultant will modify the design development plans at 1'=40" scale and prepare a final construction document package. This package will include final construction drawings including details, specifications, and cost estimate for civil, electrical charging equipment, structural, and electrical service for the project. The plans will be brought to a 100% level design.

Work Elements:

- 3.1. **Charging Equipment Plans:** The type, quantity, location, and utility requirements of the charging equipment are critical to the design of the BEB facility. The design team will:
 - 3.1.1. Finalize charging equipment layout drawings based on the 90 percent plans reviewed with Dokken/MTS. Layouts will be prepared on Revit files and AutoCAD background.
 - 3.1.2. Provide brochures and cut sheets on charging equipment.

- 3.1.3. Finalize the charging equipment list to be consistent with BEB charging layouts, facility design, and input received during the review sessions with MTS.
- 3.1.4. Provide final charging equipment cost estimate.
- 3.1.5. Finalize utility requirements drawings based on information developed with the client. These will be drawn on a separate view in Revit and will include electrical equipment locations.
- 3.1.6. Finalize specifications for charging equipment items. Coordinate format with other disciplines.
- 3.1.7. Finalize construction workaround plan.

3.2. Structural Plans

- 3.2.1. Finalize overhead frame structural criteria, and durability criteria.
- 3.2.2. Finalize layout and framing for the structure based on the approved schematic and design development designs.
- 3.2.3. Develop and design the overhead frame support columns to support the truss and support suspended pantograph and overhead power/data distribution systems, and coordination of connections of proposed framing system with electrical systems.
- 3.2.4. In coordination with the civil, electrical, finalize design of gravity framing members including columns, beams, equipment supports, seismic analysis.
- 3.2.5. Develop framing drawings showing layouts of areas and detail sizes and materials of the elements.
- 3.2.6. Based on current or recent geotechnical information, finalize the foundation design under structural columns and the foundation pad for the generator.
- 3.2.7. Develop typical details as required to show the overall scope of work.
- 3.2.8. Advance the REVIT model and typical details and adjust the model to address MTS comments.
- 3.2.9. Provide input necessary to the development of construction cost estimate and to construction phasing and scheduling.
- 3.2.10. Finalize specifications. Coordinate format with other disciplines.

3.3. Fire Protection

- 3.3.1. MTS will not be obtaining a building permit from the City of San Diego nor requiring Fire Marshal approval, but elements and types of fire protection and life safety requirements to support this type of project shall be incorporated. It is assumed

per NFPA that a water source (fire hydrant) in proximity will satisfy the intent of the code and the fire requirements for this project.

3.3.2. Provide input necessary for the development of the construction cost estimate.

3.3.3. Finalize specifications. Coordinate format with other disciplines.

3.4. Electrical Plans

3.4.1. Develop drawings for the required electrical materials and equipment, including power, emergency/standby power, fire alarm system, and the electrical raceways for special devices. All SDG&E provided materials and equipment will be marked as such on the drawings.

3.4.2. Coordinate primary service requirements including the required underground feeders from the electrical service points to the pad mounted 4-way switches, service interrupters, and transformers. All SDG&E provided equipment and materials will be marked as such on the drawings.

3.4.3. Design the underground duct bank to serve all current and future project phases from the new switchgear, along the new overhead platform to the south end of the overhead platform into an underground vault for the next phase. The required cables necessary to complete Phase 1 will be indicated on the drawings.

3.4.4. Design the underground duct bank, including pull boxes for future tie-ins, from all transformer locations to the existing generator and battery storage areas.

3.4.5. Finalize the locations of the switchboards, charging cabinets, and BEB equipment support island, and determine the appropriate cable routing between Switchboards and the charging cabinets. Underground feeders and surface-mounted cables and wireways will be indicated on the drawings.

3.4.6. Design the requirements and layout of the power and communication cabling, wireway, and cable tray between the charging cabinets and overhead pantograph dispensers.

3.4.7. Coordinate site and facility lighting requirements for the Phase 1 work area. Lighting selection considerations will be given for visibility, efficiency, specialty accent, and site and task lighting. Lighting calculations will demonstrate compliance with CalGreen Code and California Title 24 energy code.

3.4.8. Calculate the size of the facility electrical service based on the new bus energy demand, size the incoming electrical service distribution equipment, and coordinate electrical panel size requirements. Calculations will be provided.

3.4.9. Finalize the electrical system requirements including standby or emergency power, provisions for future electrical loads or changes to the infrastructure configuration, fire alarm system, provisions for voice/data communication systems, and wireless communication.

3.4.10. Finalize the specifications and coordinate the format with other disciplines.

3.4.11. Provide input necessary for the development of the construction cost estimate.

3.5. On-Site Site Civil Improvements: Prepare site civil plans to incorporate the new BEB site infrastructure. This includes minor drainage improvements, pavement removal and replace, concrete curb islands for the charging equipment, signing and striping, and minor water system improvements.

3.5.1. Finalize the demolition plan. The demolition plan will include removal of existing pavement, utilities, and landscaping to the extent as identified by MTS.

3.5.2. Finalize the striping and signage plan at 1"=40' scale for the revised onsite bus lane configuration and parking in the North Lot. It will identify fire lanes, and other on-site striping.

3.5.3. Finalize the on-site horizontal control and paving plans that will show the limits of proposed physical improvements, such as paving delineations, curb and gutter locations, and structural frame and column locations. The horizontal control plan will be prepared at 1"=20" scale for construction purposes to horizontally located the proposed columns, curbs, and water line location. It is assumed that new paving will be installed within the project limits where disturbed by the proposed construction and trenching.

3.5.4. Finalize on-site utility plans showing the proposed horizontal and vertical locations of proposed wet utilities within the project site (fire service or fire hydrant). Wet Utilities assumed to be designed will be limited to Water (Fire). It is assumed existing utilities on-site will not require relocation in this first phase.

3.5.5. Finalize on-site utility plans showing the proposed horizontal and vertical locations of dry utilities running from the public right of way to the service points at the charging stations. Dry utilities will be limited to Electrical. It is assumed existing utilities on-site will not require relocation in this first phase.

3.5.6. Finalize the construction laydown plan for use by the Contractor and MTS during construction. This will identify areas that the Contractor can use for materials and storage and will also show any areas that will need reconfigured for bus parking.

3.5.7. Finalize the site staging and construction phasing plans to show how operations will be maintained during construction.

3.5.8. Finalize the Storm Water Quality Management Plan.

3.6. Mechanical

3.6.1. Finalize generator design and discussions with generator manufacturers. Assumes generator will allow for peak shaving operation/application.

3.6.2. Finalize mechanical drawings and specifications for the installation of a CNG standby generator located outdoors and at grade.

- 3.6.3. Finalize generator exhaust design-anticipated to be stub stack with standard silencer (if needed), CNG piping, and coordination with electrical, structural.
- 3.6.4. Finalize plans and address comments from San Diego Air Pollution Control District (SDAPCD) for emergency standby generator.

3.7. Technical Specifications

Prepare technical specifications for the final construction documents. As part of this task, the Consultant shall develop CSI format technical specifications based CALTRANS and APWA standard specifications. It is anticipated that a 100 percent Construction Documents (CDs) will be made to MTS and that comments will be received, log the comments, issue responses, and incorporate the comments into the final 100 percent Bid Documents. The technical specifications will include the necessary information for the new Tire Shop and battery charging. The specifications will be for a client preferred prefabricated building, including necessary equipment and appurtenances.

3.8. Opinion of Probable Construction Cost

Consultant shall prepare a final Class 3 Opinion of Probable Cost based on the 100% Construction Documents.

3.9. Construction Document Quality Control – 100% CDs and 100% Bid Documents

Provide quality control of the final construction documents. It is anticipated that the 100% Construction Documents (CDs) submittal will be made to MTS and that the consultant shall receive comments on the submittals, log the comments, issue responses, and incorporate the comments into the final 100% Bid Documents.

Coordinate operational and equipment related functional requirements for human engineering and building systems and components including structural, and electrical. Items to be addressed include:

- 3.9.1 Modifications to the design due to Value Engineering input. Note that the extent of these modifications may require additional design fees, which are not included in the fee estimate.
- 3.9.2 Final coordination of all plan sheets.

Review engineering (civil, structural, electrical) design for compliance with the approved design criteria, operational/maintenance concepts, and maintenance equipment requirements.

TASK 4: CONTRACT BID SUPPORT

4.1. Contract Bid Support

Consultant shall provide bid support to accommodate the transition through the bid period to contract award by facilitating changes to the contract plans and specifications by addenda or addendums to the bid package. Attendance at the pre-bid meeting is included. This includes addressing contractor RFI's as requested by MTS.

4.2. Conformed Plans

Consultant will also prepare the conformed plans and specifications by incorporating any relevant construction contractor RFI's and bid addendum affective during the Bid Phase.

III. PERIOD OF PERFORMANCE

Services shall be completed within forty-eight (48) weeks from the date of the NTP.

IV. DELIVERABLES

Based on an assumed NTP start date of January 2022, final construction documents will be prepared and anticipated to be delivered within 23 weeks of NTP for MTS to issue for bid. Revisions due to final comments received from MTS, SDG&E, or during the bidding process will be incorporated into a final Conformed Construction Document set. The schedule of deliverables is contingent upon receiving timely comments from the City of San Diego, MTS, and SDG&E.

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
TASK 1: PROJECT MANAGEMENT	NTP/25 WEEKS
TASK 2: 90% CONSTRUCTION DOCUMENTS - DESIGN DEVELOPMENT (DD)	NTP/14 WEEKS
TASK 3: 100% CONSTRUCTION DOCUMENTS (CD)	NTP/23 WEEKS
TASK 4: CONTRACT BID SUPPORT	list begin to end dates

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Monthly Progress Reports	MONTHLY
1. 90% Design Package	NTP/14 WEEKS
a. Draft Technical specifications	
b. Preliminary Bid Documents	
c. Opinion of Probable Cost	
2. 100% Final Bid Documents (Final PS&E – Plans, Specs, and Estimate)	NTP/23 WEEKS
a. 100% construction drawings	
b. 100% Technical Specifications	
c. Opinion of Probable Cost	
3. Response to Bidder comments, as required	
Conformed plans and specifications –	
Issue for Construction Document (IFC)	

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

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

VII. SPECIAL CONDITIONS

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work Orders. The Scope and Fees are based on the following assumptions.

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. The project delivery method will be a single prime construction contractor using the design/bid/build approach.
- C. All deliverables will be provided in electronic format – hard copies of review packages and other developed SBMF documents can be provided as an additional service.
- D. MTS is to provide the Site Boundary and existing easements in a CADD format. This includes all underground and aerial easements.
- E. MTS provided aerial and utility / ground survey and existing as-built documents of the IAD buildings on site.
- F. Scope of work includes detailed future proof connections to switchgear microgrid controller component for future solar, generator, and on-site power storage (battery container) connections.
- G. Scope of work includes detail design of solar / PV system, and this system will be documented as an 'Add Alternate' to the bid documents, so MTS has the option to accept or decline this system at the time of construction bid review.
- H. Scope of works includes detail design of on-site battery storage system, and this system will be documented as an 'Add Alternate' to the bid documents, so MTS has the option to accept or decline this system at the time of construction bid review.
- I. Scope of work includes detail design on Electrical Load Center to allow for connection of a generator to the battery electric bus charging system.
- J. Processing of plans thru the City of San Diego is excluded
- K. All stated opinion of probable cost estimates primary characteristics based on the Association for the Advancement of Cost Engineering (AACE) classification definitions.
- L. Facilitating and / or participation in MTS facilitate third party Value Engineering Workshop is excluded in this scope of work but can be added as a modification to scope.
- M. Assumes a charger to dispenser ratio of 3:1

VIII. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractors and/or Contractor's 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.

IX. DEFICIENT WORK PRODUCT:

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

- Revising provided documents,

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

X. DELIVERABLE REQUIREMENTS

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

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

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

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

XI. PRICING

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

XII. ADDITIONAL INFORMATION

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

XIII. PREVAILING WAGE

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

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



Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Paratransit and Minibus Fixed-Route Bus Services – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.8-19 (in substantially the same format as Attachment A), with First Transit, Inc., in the amount of \$16,639,833 for Operator Wage \$2 increase for the provision of paratransit and fixed-route bus services through June 30, 2030.

Budget Impact

Notwithstanding the estimated \$16,639,833 cost for this wage increase through the full option years (based on original estimate of operating service levels), the total cost of this contract is estimated to be below original costs and the impact of the pay increases has been more than offset by the cost savings in the first 2 years of the contract from decreased ridership as a result of COVID-19 as shown in Attachment B.

	Term	Original Contract	Annual Cost	Difference
A.	Base Year 1 - FY21	\$ 25,830,361	\$ 13,994,191	\$ (11,836,170)
B.	Base Year 2 - FY22	\$ 27,471,035	\$ 16,352,113	\$ (11,118,922)
C.	Base Year 3 - FY23	\$ 29,145,519	\$ 25,272,553	\$ (3,872,966)
D.	Base Year 4 - FY24	\$ 30,683,322	\$ 32,562,395	\$ 1,879,074
E.	Base Year 5 - FY25	\$ 32,331,670	\$ 34,348,843	\$ 2,017,172
F.	Base Year 6 - FY26	\$ 33,883,965	\$ 36,022,620	\$ 2,138,656
G.	Option I (YR 7) - FY27	\$ 35,711,047	\$ 37,943,602	\$ 2,232,555
H.	Option I (YR 8) - FY28	\$ 37,476,591	\$ 39,812,883	\$ 2,336,292
I.	Option II (YR 9) - FY29	\$ 39,384,119	\$ 41,842,857	\$ 2,458,738
J.	Option II (YR 10) - FY30	\$ 41,481,192	\$ 44,074,516	\$ 2,593,325
		\$ 333,398,821	\$ 322,226,574	\$ (11,172,247)

Funding will be included in each respective fiscal year's operating budget. Attachment B displays a further projected cost breakdown for fiscal years 2022 through 2030.



In line with public transit industry best practices, to sustain long-term operating efficiency and reduce long-term operating costs, MTS engages with First Transit, Inc., to operate a portion of our fixed route bus operations and paratransit services. Services included in this contract are Minibus fixed route lifeline services and MTS Access complementary paratransit services. This service is operated out of the MTS-owned Copley Park Division (San Diego) bus maintenance facility.

These contracted services include purchased transportation through fixed costs, hourly service costs, and mileage-based costs, and other miscellaneous pass-through costs as defined in the contract.

MTS provides the necessary vehicles and facilities for our contracted operations. This currently consists of 37 medium-duty cutaway buses and 107 medium-duty cutaway paratransit buses.

Under this contract, if unanticipated service growth or contraction occurs in future years and drives unanticipated expenses from what is estimated above, budget adjustments would be subject to approval by the CEO and the Board via the annual budget process. Routine increases or possible reductions in service levels will also be submitted to the Board together with any associated budgetary adjustments or additional spend authority needs as part of the periodic service level change process.

The fixed route services contract has stipulations for responsible wage and health benefits consistent with MTS Policy 31, Section 31.10 (Attachment C).

On April 16, 2020 (AI 30), the MTS Board approved MTS Doc. No. B0703.0-19 with First Transit in the amount of \$333,398,821.18 for the provision of minibus fixed-route and paratransit bus services for a six-year base period with two 2-year option terms (through June 30, 2030). Under the agreement, both parties agreed to fixed operator rates with specific increases throughout the term of the contract.

As we have emerged from the pandemic, the hiring and retention of bus operators, our front-line employees, has become a growing challenge. Competition for labor, the higher cost of living in San Diego and a job market that has seen unprecedented wage increases, has made attracting new and retaining current bus operators extremely difficult at the current contract wage rates.

With slowly recovering ridership levels, MTS will need to start increasing service back to pre-pandemic levels. In order to accomplish this, having an adequate number of available operators is imperative. First Transit's current roster includes 120 total operators, which is roughly 47 operators short of current service level requirements. Although First Transit has been diligent in their efforts to hire through increased job fair outreach and improved hiring incentives, including implementing union contract wage increases early and increasing hiring bonuses, they have continued to lose ground.

Recognizing that competitive pay is vital to attract new and retain current operators during these unprecedented times, in September 2022, MTS implemented a \$2.00 an hour increases to all in-house bus operators. Subsequently, MTS started preliminary discussions with First Transit to determine the best strategy to implement the same wage increase amongst its own workforce, with the assurance that a 100% would go directly to operators.

In late November 2022, First Transit and MTS staff were able to agree on the framework and overall fiscal impact to implement the \$2.00 an hour increase. Shortly thereafter, First Transit management presented this offer to the Teamsters Union. First Transit entered into an out of contract memorandum of understanding (MOU) with the union. On December 1, 2022, First Transit moved forward with providing this increase to its operators.

With this \$2.00 an hour increase, Copley Park Division bus operators will start at or above \$19.00 an hour during their first year of employment, followed by a progressing increase each year through each division's negotiated collective bargaining agreement terms.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0703.8-19 (in substantially the same format as Attachment A), with First Transit, Inc., in the amount of \$16,639,833 for Operator Wage \$2 increase for the provision of paratransit and fixed-route bus services through June 30, 2030.

/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. B0703.8-19
B. Cost Proposal Form
C. MTS Policy 31



Amendment 8

January 20, 2023

MTS Doc No. B0703.8-20

MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES – OPERATOR WAGE INCREASE BY \$2

First Transit, Inc.
Brad Thomas
President
600 Vine Street, Suite 1400
Cincinnati, OH 45202

This shall serve as Amendment No.8 to the original agreement B0703.0-20 as further described below.

SCOPE

Contractor has been providing fixed route bus services since April 16, 2020. As the country emerges from the pandemic, the employment market continues to change. Hiring and retention have become a more competitive process in which wage and compensation levels are now a higher priority. As employers are now competing for the available workforce. Therefore, recruiting and retention of staff is a high priority. This Amendment approves a \$2 per hour driver wage increase. All other services remain the same.

SCHEDULE

There are no changes to the schedule provision of the main agreement.

PAYMENT

The additional costs resulting from the \$2 increase are absorbed into the current contract capacity. Therefore, this amendment does not change the overall contract amount which remains \$179,466,245.74 for the base years.

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

Brad Thomas, President
First Transit, Inc.

Date: _____

cc. J. Washburn, Contract File

EXHIBIT A

	Term	Original Contract	Annual Cost	Difference
A.	Base Year 1 - FY21	\$ 25,830,361	\$ 13,994,191	\$ (11,836,170)
B.	Base Year 2 - FY22	\$ 27,471,035	\$ 16,352,113	\$ (11,118,922)
C.	Base Year 3 - FY23	\$ 29,145,519	\$ 25,272,553	\$ (3,872,966)
D.	Base Year 4 - FY24	\$ 30,683,322	\$ 32,562,395	\$ 1,879,074
E.	Base Year 5 - FY25	\$ 32,331,670	\$ 34,348,843	\$ 2,017,172
F.	Base Year 6 - FY26	\$ 33,883,965	\$ 36,022,620	\$ 2,138,656
G.	Option I (YR 7) - FY27	\$ 35,711,047	\$ 37,943,602	\$ 2,232,555
H.	Option I (YR 8) - FY28	\$ 37,476,591	\$ 39,812,883	\$ 2,336,292
I.	Option II (YR 9) - FY29	\$ 39,384,119	\$ 41,842,857	\$ 2,458,738
J.	Option II (YR 10) - FY30	\$ 41,481,192	\$ 44,074,516	\$ 2,593,325
		\$ 333,398,821	\$ 322,226,574	\$ (11,172,247)

MTS Paratransit and Minibus Services RFP

COST PROPOSAL FORM - **AMENDED**

SECTION 1: FIXED COSTS				ANNUAL COST
	1A.	Base Year 1 - FY21		\$ 3,410,245
	1B.	Base Year 2 - FY22		\$ 3,485,387
	1C.	Base Year 3 - FY23		\$ 3,637,946
	1D.	Base Year 4 - FY24		\$ 3,786,568
	1E.	Base Year 5 - FY25		\$ 3,944,798
	1F.	Base Year 6 - FY26		\$ 4,045,472
	1G.	Option I (YR 7) - FY27		\$ 4,228,870
	1H.	Option I (YR 8) - FY28		\$ 4,405,152
	1I.	Option II (YR 9) - FY29		\$ 4,592,986
	1J.	Option II (YR 10) - FY30		\$ 4,792,501
SUBTOTAL: SECTION 1				= \$ 40,329,925

SECTION 2: MINIBUS FIXED-ROUTE REVENUE MILEAGE RATES				Original	Amended			
ALL ROUTES		Term		Revenue Mile Rate (a)	Revenue Mile Rate (a)		Projected Revenue Miles	Annual Cost
	2A.	Base Year 1 - FY21		\$ 3.8803	\$ 3.8803	x	1,253,734	\$4,864,914
	2B.	Base Year 2 - FY22		\$ 4.1807	\$ 4.1807	x	1,278,808	\$5,346,370
	2C.	Base Year 3 - FY23		\$ 4.4162	\$ 4.7387	x	1,304,385	\$6,005,785
	2D.	Base Year 4 - FY24		\$ 4.5990	\$ 4.9543	x	1,330,473	\$6,591,617
	2E.	Base Year 5 - FY25		\$ 4.8154	\$ 5.1910	x	1,357,082	\$7,044,621
	2F.	Base Year 6 - FY26		\$ 4.7959	\$ 5.1876	x	1,384,223	\$7,180,740
	2G.	Option I (YR 7) - FY27		\$ 4.9799	\$ 5.3814	x	1,411,909	\$7,598,057
	2H.	Option I (YR 8) - FY28		\$ 5.1316	\$ 5.5442	x	1,440,146	\$7,984,421
	2I.	Option II (YR 9) - FY29		\$ 5.3294	\$ 5.7561	x	1,468,949	\$8,455,435
	2J.	Option II (YR 10) - FY30		\$ 5.5875	\$ 6.0297	x	1,498,329	\$9,034,472
SUBTOTAL: SECTION 2							=	\$ 70,106,433

MTS Paratransit and Minibus Services RFP

COST PROPOSAL FORM - **AMENDED****SECTION 3: PARATRANSIT SERVICE HOURLY RATES**

				Original Hourly Rate (a)	Amended Hourly Rate (a)		Projected S/B Hours	Annual Cost
	3A.	Base Year 1 - FY21		\$ 62.4731	\$ 62.4731	x	220,122	\$13,751,694
	3B.	Base Year 2 - FY22		\$ 64.5850	\$ 64.5850	x	227,826	\$14,714,133
	3C.	Base Year 3 - FY23		\$ 66.5652	\$ 71.9354	x	235,800	\$16,434,740
	3D.	Base Year 4 - FY24		\$ 67.7015	\$ 73.4640	x	244,053	\$17,929,100
	3E.	Base Year 5 - FY25		\$ 68.8182	\$ 74.7859	x	252,595	\$18,890,544
	3F.	Base Year 6 - FY26		\$ 70.7928	\$ 76.8995	x	261,436	\$20,104,296
	3G.	Option I (YR 7) - FY27		\$ 72.1645	\$ 78.3205	x	270,586	\$21,192,431
	3H.	Option I (YR 8) - FY28		\$ 73.1935	\$ 79.4139	x	280,057	\$22,240,432
	3I.	Option II (YR 9) - FY29		\$ 74.2076	\$ 80.5279	x	289,859	\$23,341,736
	3J.	Option II (YR 10) - FY30		\$ 75.2699	\$ 81.7055	x	300,004	\$24,511,964
		SUBTOTAL: SECTION 3					=	\$ 193,111,071

SECTION 4: TAXICAB ADMINISTRATION

		Term						Annual Cost
	4A.	Base Year 1 - FY21						\$3,803,508
	4B.	Base Year 2 - FY22						\$3,925,145
	4C.	Base Year 3 - FY23						\$4,051,069
	4D.	Base Year 4 - FY24						\$4,255,110
	4E.	Base Year 5 - FY25						\$4,468,879
	4F.	Base Year 6 - FY26						\$4,692,112
	4G.	Option I (YR 7) - FY27						\$4,924,244
	4H.	Option I (YR 8) - FY28						\$5,182,878
	4I.	Option II (YR 9) - FY29						\$5,452,701
	4J.	Option II (YR 10) - FY30						\$5,735,579
	SUBTOTAL: SECTION 4							=

MTS Paratransit and Minibus Services RFP

COST PROPOSAL FORM - **AMENDED**

TOTAL COSTS		Term				Annual Cost	Original Contract	Difference
	A.	Base Year 1 - FY21	TOTAL 1A + 2A + 3A + 4A			\$ 13,994,191	\$ 25,830,361	\$ (11,836,170) *
	B.	Base Year 2 - FY22	TOTAL 1B + 2B + 3B + 4B			\$ 16,352,113	\$ 27,471,035	\$ (11,118,922) *
	C.	Base Year 3 - FY23	TOTAL 1C + 2C + 3C + 4C			\$ 25,272,553	\$ 29,145,519	\$ (3,872,966) *
	D.	Base Year 4 - FY24	TOTAL 1D + 2D + 3D + 4D			\$ 32,562,395	\$ 30,683,322	\$ 1,879,074
	E.	Base Year 5 - FY25	TOTAL 1E + 2E + 3E + 4E			\$ 34,348,843	\$ 32,331,670	\$ 2,017,172
	F.	Base Year 6 - FY26	TOTAL 1F + 2F + 3F + 4F			\$ 36,022,620	\$ 33,883,965	\$ 2,138,656
	G.	Option I (YR 7) - FY27	TOTAL 1G + 2G + 3G + 4G			\$ 37,943,602	\$ 35,711,047	\$ 2,232,555
	H.	Option I (YR 8) - FY28	TOTAL 1H + 2H + 3H + 4H			\$ 39,812,883	\$ 37,476,591	\$ 2,336,292
	I.	Option II (YR 9) - FY29	TOTAL 1I + 2I + 3I + 4I			\$ 41,842,857	\$ 39,384,119	\$ 2,458,738
	J.	Option II (YR 10) - FY30	TOTAL 1J + 2J + 3J + 4J			\$ 44,074,516	\$ 41,481,192	\$ 2,593,325
			TOTAL PRICE: SECTIONS 1 + 2 + 3 + 4			\$ 322,226,574	\$ 333,398,821	\$ (11,172,247)



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

Policies and Procedures

No. 31

SUBJECT:

Board Approval: 3/25/04

PROVIDING TRANSIT SERVICES

PURPOSE:

To establish a process for competitive award of transit services.

BACKGROUND:

Public Utilities Code Section 120265 et seq. requires that the Board provide a system of regional transit services for its area of jurisdiction to be funded from the regional transit service fund established by the Board. It also stipulates that the Board may provide the regional transit services by the following means:

- Directly providing the services.
- By contract with San Diego Transit Corporation (SDTC).
- By contract with any other provider of services as it deems appropriate.

This code section also states that the Board may provide the regional transit services upon the terms and conditions that the Board finds in its best interests.

This policy relates to any publicly subsidized transit service that may be considered for competitive award by MTS and sets forth minimum policy requirements for contractor compliance.

POLICY:

- 31.1 Contracting Authority. MTS will endeavor to provide high-quality public transit service in the most cost-effective manner possible. To achieve this end, MTS will retain complete authority to contract out particular transit services to any experienced public or private operator judged best able to provide the most cost-effective service.
- 31.2 Competitive Award Service Guidelines. Constructive competition for provision of services will be encouraged. An annual review of existing SDTC services for potential competitive award will be included in the MTS Short-Range Transit Plan



(SRTP) development process. The following list provides a guideline as to what services are potentially most suitable for competitive award:

- New routes added to the existing MTS and new special services.
- Existing routes or services operating by contract with MTS that were competitively awarded.
- Evening or weekend service that is an extension of an existing route but does not mix with existing service.
- Major restructuring of existing routes to the extent that it can be accomplished without causing major employee layoffs. In the event of major state or federal funding cutbacks, employee layoffs may be required as part of a restructuring of routes and services.

A committee shall be established as part of the annual review. The purpose of the committee shall be to identify the service to be considered for competitive bidding and to determine how the routes and services shall be packaged for bidding. The committee shall consist of the following representatives:

- MTS Director of Multimodal Operations
- SDTC Vice President of Operations
- Private-sector representative
- Representative from a local transit labor unit
- Representative from the private sector (e.g., Chamber of Commerce)

A recommendation of routes and services for competitive award shall be made to the MTS Chief Executive Officer. Final selection of the routes and services to be competitively bid will be the responsibility of the MTS Chief Executive Officer. The routes and services to be competitively bid shall be included in the SRTP. Once the SRTP is adopted by the MTS Board, the Request for Proposals (RFP) and price bids shall be distributed for those routes and services.

When possible, the implementation of service improvements to be operated by SDTC and routes and services to be operated by a private contractor shall be coordinated so as to avoid or minimize employee layoffs.

- 31.3 Determination of Award of Transit Services. A bidding process shall be used to acquire information regarding cost of the routes and services for determining award of transit services. The cost information will be evaluated and a recommendation will be made by the Chief Executive Officer to the Board. The Board may elect to award a contract for routes and services directly to SDTC or a private contractor.
- 31.4 Directly Providing the Services. Should the Board elect to directly provide the routes and services, it shall develop and adopt a separate set of operation policies and procedures relating to the administration, financing, planning, and operation of the transit services.

- 31.5 Directly Contracting with SDTC. Should the Board elect to contract for routes and services with SDTC, it will adhere to MTS's policies for operating corporations.
- 31.6 Competitive Award Process. The competitive award process will utilize a two-step evaluation sequence. The RFP to potential public and private-sector bidders will request separate proposal and bid packages. Step 1 will involve judging the proposal and eliminating nonresponsive bidders in accordance with Policy Section 31.6d. Step 2 will involve opening the bid packages of responsive bidders. The award process shall include the following events:
- a. Issuance of the RFP. MTS will issue an RFP, which delineates the services to be provided, the terms of the contract, any evaluation criteria, contract performance specifications, and the selection process to be used in determining the successful contractor for services. The RFP will also request a separately bound price package be transmitted with the proposal. In addition, MTS will provide public notice and advertisement of the RFP in a newspaper of general circulation at least 21 calendar days prior to the deadline for receipt of proposals. RFPs shall also be sent to a list of prospective bidders.
 - b. Preproposal Conference. MTS will hold a preproposal conference for prospective proposers at least 15 days prior to the deadline for receipt of proposals. The purpose of the preproposal conference is to fully describe the services to be contracted out and to answer any questions from prospective proposers and provide any additional information pertinent to the RFP.
 - c. Receipt of Qualifications. Proposers shall be required to submit a proposal containing all information necessary to judge their qualifications and experience to perform the work as outlined in the RFP. Any public operator shall comply with provisions of Policy Section 31.7.
 - d. Evaluation of Proposals. All proposals will be reviewed by the MTS Chief Executive Officer, with assistance from an evaluation panel, in accordance with the criteria specified in the RFP such as:
 - experience of firm and references
 - financial stability
 - disadvantaged and women business enterprise status
 - management plan, including key personnel to be assigned
 - ability to furnish vehicles in suitable quantity and condition and in conformance with service specifications
 - California Highway Patrol Safety reports or similar independent maintenance and/or safety reports
 - e. Evaluation of Price Bids. Only the price packages of responsive bidders will be opened by the Chief Executive Officer. All other price packages will be returned unopened to the original bidders. Price bids shall be

submitted in a format prescribed by MTS. The price bid format shall include a procedure for public operators that is consistent with Section 31.7 whereby a cost-allocation plan is disclosed. Furthermore, this format shall be consistent with the State of California Transportation Development Act legal requirements for reporting and detailed in the expense object classes. The detailed pricing sheets of the price bids of responsive bidders will be examined by MTS for responsiveness. All line item prices shall be reasonable (competent and otherwise able to perform under any resulting contract) for a bid to be considered responsive.

- f. Recommendations to Board. Following the review of price bids, the Chief Executive Officer will recommend award or rejection based upon the bids received. MTS reserves the right to reject all bids, readvertise the project, and restructure the project in part or whole.

31.7 Statement of Compliance with Cost-Allocation Procedures for Operators

- a. A proposal submitted by a public transit operator shall contain a statement of compliance regarding cost-allocation procedures. The statement of compliance must be certified by the public transit operator's governing board and legal counsel. The statement of compliance shall include (a copy of) the cost-allocation plan used to develop the bid price(s) for the proposed transit services. The cost-allocation plan shall allocate all costs that the public operator will incur in operating the service, including overhead and support services. The basis for allocating all costs, including overhead and support costs, shall be shown.
- b. MTS shall review the statement of compliance submitted by the public operator for its completeness, accuracy, and reasonableness. Based upon review of the statements, MTS may take one or more of the following actions:
 - 1. Accept the statement of compliance.
 - 2. Request additional supporting documentation from the public operator needed to verify the amounts presented in the statement.
 - 3. Reject the statement of compliance and disqualify proposer as nonresponsive to the RFP due to inaccuracy, incompleteness, or unreasonableness.
- c. MTS may require a review of the cost allocation and the resulting bid to assess the compliance with the requirements in Section 31.7a or to review pricing proposals from public or private contractors to ensure the price proposals are responsive.
- d. MTS's review of the statement of compliance will be performed following the opening of sealed price bids.

- 31.8 Cost-Comparison Analysis. Pursuant to the provisions of California Public Utilities Code Section 99250.5, a private transportation service provider may request a cost-comparison analysis at a publicly noticed meeting of the Board before the Board acts on bus-route restructuring or a service addition.

The Board may agree to perform a cost-comparison analysis on the condition that the private transportation service provider requesting the analysis agrees to pay the actual cost of conducting the analysis. The private transportation service provider shall supply any information necessary and relevant to complete the analysis. The results of the analysis shall be reported to the MTS Board at a publicly noticed meeting.

The Board is not required to perform the requested cost-comparison analysis. However, if the Board decides not to perform the analysis, it shall specify the reasons for that decision in a resolution adopted at a publicly noticed meeting.

For purposes of this section, "cost-comparison analysis" means a study of the route restructuring or service addition under consideration that compares the cost to the operator of directly providing those services to the cost of procuring those services from private entities. The study shall utilize a full cost-allocation method that is consistent with generally accepted cost-allocation principles.

"Route restructuring" means a permanent change in routing that changes the total number of daily revenue miles or hours by 25 percent or more.

"Service addition" means an increase in the total number of daily revenue miles or hours on an existing route by 50 percent or more.

31.9 Statement of Compliance for Charitable, Nonprofit Organizations

- a. To ensure that nonprofit, charitable organizations bidding on MTS transit service contracts are in compliance with the requirements set forth by the MTS Board of Directors, a proposal submitted by such an organization shall include documentation to show that all financing and costs associated with the proposal and bid are financially independent of the organization's charitable activities. Such documentation must be attached to the bidder's technical proposal. The nonprofit, charitable organization shall provide a certification from its governing board certifying that any bid for the services proposed shall be priced in a manner to be totally independent and without subsidy from the organization's charitable functions and revenues.
- b. MTS shall review the certification provided by the organization's governing board for its completeness, reasonableness, and compliance with the intentions of section "a" above. Based upon review of the statements, MTS may take one or more of the following actions:
 1. Accept the Statement of Compliance for charitable, nonprofit organizations.
 2. Request additional supporting documentation from the charitable, nonprofit organization needed to verify the financial independence of the proposal and price bid from the organization's charitable functions and revenues.
 3. Reject the Statement of Compliance for charitable, nonprofit organizations and disqualify proposer as nonresponsive to the RFP due to incompleteness, unreasonableness, or noncompliance with the intentions of section "a" (above).

MTS's review of the Statement of Compliance for charitable, nonprofit organizations will be performed concurrently with the review of the proposals.

- 31.10 Setting Responsible Wages and Benefits. MTS will include as part of the bid documents a minimum wages and benefits requirement for vehicle drivers operated as a result of a bus, mini-bus, van, or other service contract. The purposes of this requirement are: to retain fully trained, qualified and experienced drivers; to provide a high level of quality transit service to the transit patrons; and to reduce absenteeism and driver turnover.
- a. Base Wage Level – In advance of the initiation of a bid process, MTS will conduct an analysis to develop minimum wage-level requirements for the term of the contract. For purposes of the analysis, a base wage rate is established at \$8.35 per hour for July 1, 2000, for drivers after a training and probation period. The analysis will identify a cost of living index (based on prior five-year average San Diego Consumer Price Index) for each future year as a starting point for establishing a minimum wage each year of the future contract. All existing MTS-contracted vehicle driver wage rates and all existing labor agreements of the MTS-contracted vehicle driver, entered into after the effective date of this section, will then be reviewed. The initial starting point wage rate based on the five-year average San Diego Consumer Price Index would be adjusted to ensure consistency with existing transit service contracts for the remaining years of those contracts. Any years in a new contract that are beyond the termination of an existing contract would be calculated based on the five-year average San Diego Consumer Price Index.
 - b. Training Wage Level – MTS shall set a level no less than 90 percent of the base wage level after probation. Training pay shall not exceed 160 hours. If additional training is required beyond 160 hours, the employee shall be paid at the wage level of probation wage after certification.
 - c. Probation Wage After Certification – A driver who is in training and exceeds 160 hours or who has been certified as a driver shall have a minimum wage level set by MTS of no less than 95 percent of the base wage level for a period not to exceed 90 days after completion of training.
 - d. The above wage categories shall be established as minimums in the contract bid requirements and are base driver wage levels excluding benefits and any performance bonuses. These minimum wage categories shall apply to full-time and part-time drivers of contract services.
 - e. Health Benefits – MTS shall include in bid documents the requirement for the contractor to offer full-time and part-time vehicle drivers (20 hours or more per week) a family health plan based on a minimum employer contribution. The minimum contribution for the health benefit is established at \$1.25 per hour for July 1, 2000. The health benefit plan contribution standard would be indexed based on the prior five-year average San Diego Consumer Price Index for each year of the contract to be awarded.

- f. The requirements of this section shall not apply to proposers and contractors whose vehicle drivers are subject to a collective bargaining agreement.

31.11 Contract Term. The term of any award (i.e., period of performance), resulting from Section 31.6 above, will generally depend upon the number of vehicles required and will be subject to termination for breach. It is anticipated that the contract period will not be longer than five years, including any options exercised, nor shorter than two years. Option periods will be allowed not to exceed the basic term. Shorter terms may be allowed for demonstration services to be implemented.

DDarro/SChamp/JGarde
POLICY.31.PROVIDING TRANSIT SERVICES
7/14/06

Original Policy approved on 12/19/85.
Policy revised on 4/9/87.
Policy revised on 3/22/90.
Policy revised on 2/25/93.
Policy revised on 2/22/96.
Policy revised on 7/13/00.
Policy revised on 9/13/01.
Policy revised on 3/25/04.



Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2022

SUBJECT:

Fixed Route Bus Services – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0708.2-20 (in substantially the same format as Attachment A), with Transdev North America (Transdev), in the amount of \$21,439,684 for Operator Wage \$2 increase for the provision of fixed-route, express and Bus Rapid Transit (BRT) bus services through June 30, 2031.

Budget Impact

The total cost of this contract is estimated to be \$21,439,684 as shown in Attachment B.

Base Period	Original	Amended	Change
Year 1 (7/1/21 thru 6/30/22)	\$72,911,194	\$69,040,392	(\$3,870,802)
Year 2 (7/1/22 thru 6/30/23)	\$78,664,438	\$74,942,172	(\$3,722,266)
Year 3 (7/1/23 thru 6/30/24)	\$81,953,147	\$83,929,017	\$1,975,870
Year 4 (7/1/24 thru 6/30/25)	\$85,275,537	\$89,006,096	\$3,730,559
Year 5 (7/1/25 thru 6/30/26)	\$88,739,367	\$92,513,955	\$3,774,588
Year 6 (7/1/26 thru 6/30/27)	\$92,118,830	\$95,942,727	\$3,823,897
Base Period Totals	\$499,662,513	\$505,374,359	\$5,711,846
Option Period I			
Year 1 (7/1/27 thru 6/30/28)	\$95,182,112	\$99,045,004	\$3,862,892
Year 2 (7/1/28 thru 6/30/29)	\$98,456,495	\$102,363,649	\$3,907,154
Option Period I - Totals	\$193,638,607	\$201,408,652	\$7,770,045



Option Period II			
Year 1 (7/1/29 thru 6/30/30)	\$101,893,859	\$105,850,550	\$3,956,691
Year 2 (7/1/30 thru 6/30/31)	\$104,768,429	\$108,769,531	\$4,001,102
Option Period II - Totals	\$206,662,288	\$214,620,081	\$7,957,793
Subtotal (Base + Options)	\$899,963,408	\$921,403,092	\$21,439,684
Performance Bonuses	\$3,090,000	\$3,090,000	\$0
Estimated Fuel & Other Pass-Through Costs	\$8,309,373	\$8,309,373	\$0
GRAND TOTAL	\$911,362,781	\$932,802,465	\$21,439,684

Funding will be included in each respective fiscal year's operating budget. Attachment B displays a further projected cost breakdown for fiscal years 2022 through 2031.

DISCUSSION:

In line with public transit industry best practices, to sustain long-term operating efficiency and reduce long-term operating costs, MTS engages with Transdev Inc. to operate a significant portion of our fixed route bus operations. Services included in this contract are South Bay, Central San Diego, East County, Rural Lifeline, Commuter Express and BRT. This service is operated out MTS-owned South Bay (Chula Vista) and East County (El Cajon) bus maintenance facilities.

These contracted services include purchased transportation through fixed and mileage-based costs, general bus stop maintenance of over 4,277 bus stops, transit center power washing, standby bus support, special events support, trolley support services, rural bus fuel costs, and other miscellaneous pass-through costs as defined in the contract.

MTS provides the necessary vehicles and facilities for our contracted operations. This currently consists of 282 heavy-duty 40-foot buses, 27 heavy-duty 60-foot buses, 3 cut-away 32-foot buses, 4 battery electric 40-foot buses, and 24 coach style 45-foot commuter buses.

Under this contract, if unanticipated service growth or contraction occurs in future years and drives unanticipated expenses from what is estimated above, budget adjustments would be subject to approval by the CEO and the Board via the annual budget process. Routine increases or possible reductions in service levels will also be submitted to the Board together with any associated budgetary adjustments or additional spend authority needs as part of the periodic service level change process.

The fixed route services contract has stipulations for responsible wage and health benefits consistent with MTS Policy 31, Section 31.10 (Attachment C).

On December 10, 2020 (AI 30), the MTS Board approved MTS Doc. No. B0708.0-20 with Transdev in the amount of \$911,362,781 for the provision of fixed-route, express and BRT bus services for a six-year base period with two 2-year option terms (through June 30, 2031). Under the agreement, both parties agreed to fixed operator rates with specific increases throughout the term of the contract.

As we have emerged from the pandemic, the hiring and retention of bus operators, our front-line employees, has become a growing challenge. Competition for labor, the higher cost of living in San Diego and a job market that has seen unprecedented wage increases, has made attracting new and retaining current bus operators extremely difficult at the current contract wage rates.

With slowly recovering ridership levels, MTS will need to start increasing service back to pre-pandemic levels. In order to accomplish this, having an adequate number of available operators is imperative. Transdev's current roster includes 496 total operators, which is roughly 90 operators short of pre-pandemic service level requirements. Although Transdev has been diligent in their effort to hire through increased job fair outreach and improved hiring incentives, which included implementing union contract wage increases early and increasing hiring bonuses, they have continued to lose ground.

Recognizing that competitive pay is vital to attract new and retain current operators during these unprecedented times, in September 2022, MTS implemented \$2.00 per hour increases to all in-house bus operators (operating out of the Imperial Avenue and Kearny Mesa divisions). Subsequently, MTS started preliminary discussions with Transdev to determine the best strategy to implement the same wage increase amongst its own workforce, with the assurance that 100% of the increase would go directly to operators.

In late November 2022, Transdev and MTS staff were able to agree on the framework and overall fiscal impact to implement the \$2.00 per hour increase. Shortly thereafter, Transdev management presented this offer to the East County (ATU) and South Bay (Teamsters) Unions. With unequivocal support, Transdev entered into an out of contract memorandum of understanding (MOU) with both unions. On December 11, 2022, Transdev moved forward with providing this increase to its South Bay Division operators and on December 18, 2022, its East County Division operators.

With this \$2.00 per hour increase, both East County and South Bay Division bus operators will start at or above \$20.00 per hour during their first year of employment, followed by a progressing increase each year through each division's negotiated collective bargaining agreement terms.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0708.2-20 (in substantially the same format as Attachment A), with Transdev, in the amount of \$21,439,684.00 for Operator Wage \$2 increase for the provision of fixed-route, express and BRT bus services.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. B0708.1-20
B. Cost Proposal Form
C. MTS Policy 31



**Metropolitan
Transit
System**

Amendment 2

January 26, 2023

MTS Doc No. B0708.2-20

FIXED ROUTE SERVICES – DRIVER WAGE INCREASE BY \$2

Transdev North America
Ibrahima Toure
Regional Vice President
720E Butterfield Rd., Suite 300
Lombard, IL 60148

This shall serve as Amendment No.2 to the original agreement B0708.0-20 as further described below.

SCOPE

Contractor has been providing fixed route bus services since July 1, 2021. As the country emerges from the pandemic, the employment market continues to change. Hiring and retention have become a more competitive process in which wage and compensation levels are now a higher priority. As employers are now competing for the available workforce. Therefore, recruiting and retention of staff is a high priority. This Amendment approves a \$2 per hour driver wage increase. All other services remain the same.

SCHEDULE

There are no changes to the schedule provision of the main agreement.

PAYMENT

This amendment increases the contract by \$21,439,684 as shown in the table attached as Exhibit A. The overall total amount of the agreement becomes \$932,802,465. 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

Ibrahima Toure, Regional Vice President
Transdev North America

Date: _____

Attachment: A. Cost Summary

cc. M. Daney, Contract File

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.



COST SUMMARY

Base Period	Original	Amended	Change
Year 1 (7/1/21 thru 6/30/22)	\$72,911,194	\$69,040,392	(\$3,870,802)
Year 2 (7/1/22 thru 6/30/23)	\$78,664,438	\$74,942,172	(\$3,722,266)
Year 3 (7/1/23 thru 6/30/24)	\$81,953,147	\$83,929,017	\$1,975,870
Year 4 (7/1/24 thru 6/30/25)	\$85,275,537	\$89,006,096	\$3,730,559
Year 5 (7/1/25 thru 6/30/26)	\$88,739,367	\$92,513,955	\$3,774,588
Year 6 (7/1/26 thru 6/30/27)	\$92,118,830	\$95,942,727	\$3,823,897
Base Period Totals	\$499,662,513	\$505,374,359	\$5,711,846
<i>Option Period I</i>			
Year 1 (7/1/27 thru 6/30/28)	\$95,182,112	\$99,045,004	\$3,862,892
Year 2 (7/1/28 thru 6/30/29)	\$98,456,495	\$102,363,649	\$3,907,154
Option Period I - Totals	\$193,638,607	\$201,408,652	\$7,770,045
<i>Option Period II</i>			
Year 1 (7/1/29 thru 6/30/30)	\$101,893,859	\$105,850,550	\$3,956,691
Year 2 (7/1/30 thru 6/30/31)	\$104,768,429	\$108,769,531	\$4,001,102
Option Period II - Totals	\$206,662,288	\$214,620,081	\$7,957,793
Subtotal (Base + Options)	\$899,963,408	\$921,403,092	\$21,439,684
Performance Bonuses	\$3,090,000	\$3,090,000	\$0
Estimated Fuel & Other Pass-Through Costs	\$8,309,373	\$8,309,373	\$0
GRAND TOTAL	\$911,362,781	\$932,802,465	\$21,439,684

MTS Fixed-Route Bus Services RFP**COST PROPOSAL FORM - AMENDED (1/26/23)**

SECTION 1: PERFORMANCE SURETY				ANNUAL COST
	1A.	7/1/21-6/30/22		\$ 2,691
	1B.	7/1/22-6/30/23		\$ 2,691
	1C.	7/1/23-6/30/24		\$ 2,705
	1D.	7/1/24-6/30/25		\$ 2,705
	1E.	7/1/25-6/30/26		\$ 2,705
	1F.	7/1/26-6/30/27		\$ 2,705
	1G.	7/1/27-6/30/28		\$ 2,705
	1H.	7/1/28-6/30/29		\$ 2,705
	1I.	7/1/29-6/30/30		\$ 2,705
	1J.	7/1/30-6/30/31		\$ 2,705
			SUBTOTAL: SECTION 1	= \$ 27,020

SECTION 2: FIXED COSTS				ANNUAL COST
	1A.	7/1/21-6/30/22		\$ 11,270,164
	1B.	7/1/22-6/30/23		\$ 11,765,183
	1C.	7/1/23-6/30/24		\$ 12,161,387
	1D.	7/1/24-6/30/25		\$ 12,546,303
	1E.	7/1/25-6/30/26		\$ 13,014,789
	1F.	7/1/26-6/30/27		\$ 13,425,369
	1G.	7/1/27-6/30/28		\$ 13,825,251
	1H.	7/1/28-6/30/29		\$ 14,159,892
	1I.	7/1/29-6/30/30		\$ 14,590,193
	1J.	7/1/30-6/30/31		\$ 15,007,005
			SUBTOTAL: SECTION 2	= \$ 131,765,534

MTS Fixed-Route Bus Services RFP**COST PROPOSAL FORM - AMENDED (1/26/23)**

SECTION 3: FIXED-ROUTE REVENUE MILEAGE RATES				Original	Amended			
ALL ROUTES		Term		Revenue Mile Rate (a)	Revenue Mile Rate (a)		Projected Revenue Miles	Annual Cost
	2A.	7/1/21-6/30/22		\$ 5.4972	\$ 5.4972	x	10,947,281	\$60,179,396
	2B.	7/1/22-6/30/23		\$ 5.9063	\$ 6.2282	x	10,700,000	\$66,642,210
	2C.	7/1/23-6/30/24		\$ 6.0960	\$ 6.4190	x	10,900,000	\$69,966,919
	2D.	7/1/24-6/30/25		\$ 6.2891	\$ 6.6121	x	11,278,995	\$74,578,112
	2E.	7/1/25-6/30/26		\$ 6.4757	\$ 6.7992	x	11,391,785	\$77,455,307
	2F.	7/1/26-6/30/27		\$ 6.6616	\$ 6.9860	x	11,505,702	\$80,378,647
	2G.	7/1/27-6/30/28		\$ 6.8170	\$ 7.1413	x	11,620,759	\$82,987,815
	2H.	7/1/28-6/30/29		\$ 6.9916	\$ 7.3164	x	11,736,967	\$85,872,298
	2I.	7/1/29-6/30/30		\$ 7.1672	\$ 7.4928	x	11,854,337	\$88,821,832
	2J.	7/1/30-6/30/31		\$ 7.2927	\$ 7.6186	x	11,972,880	\$91,216,142
SUBTOTAL: SECTION 3							=	\$ 778,098,678

SECTION 4: FIXED-ROUTE STANDBY HOURLY RATES				Original	Amended			
ALL ROUTES		Term		Hourly Rate (a)	Hourly Rate (a)		Projected S/B Hours	Annual Cost
	3A.	7/1/21-6/30/22		\$ 38.3647	\$ 38.3647	x	29,500	\$1,131,759
	3B.	7/1/22-6/30/23		\$ 42.0320	\$ 44.0320	x	30,385	\$1,337,913
	3C.	7/1/23-6/30/24		\$ 43.5174	\$ 45.5174	x	31,904	\$1,452,188
	3D.	7/1/24-6/30/25		\$ 44.8398	\$ 46.8398	x	32,542	\$1,524,260
	3E.	7/1/25-6/30/26		\$ 46.3466	\$ 48.3466	x	33,193	\$1,604,770
	3F.	7/1/26-6/30/27		\$ 47.8554	\$ 49.8554	x	33,857	\$1,687,956
	3G.	7/1/27-6/30/28		\$ 49.2215	\$ 51.2215	x	34,534	\$1,768,883
	3H.	7/1/28-6/30/29		\$ 50.6816	\$ 52.6816	x	35,225	\$1,855,708
	3I.	7/1/29-6/30/30		\$ 52.2557	\$ 54.2557	x	35,929	\$1,949,355
	3J.	7/1/30-6/30/31		\$ 53.7556	\$ 55.7556	x	36,648	\$2,043,330
SUBTOTAL: SECTION 4							=	\$ 16,356,119

(a) Revenue mileage and hourly rates between years may not vary by more than 3.0%. Greater variation will be interpreted as submittal of a materially

MTS Fixed-Route Bus Services RFP

COST PROPOSAL FORM - **AMENDED** (1/26/23)

SECTION 5: BUS STOP MAINTENANCE AND FACILITY LANDSCAPING COST PER HOUR RATES (Fixed-Route Bus Stops and Facility Landscaping)

Fixed Routes		Term			Cost per Hour Rate (a)		Projected Revenue Hours	Annual Cost
<i>Pricing should include all materials and supplies necessary to maintain all Bus Stops.</i>	4A.	7/1/21-6/30/22			\$ 29.6635	x	6,240	\$185,100
	4B.	7/1/22-6/30/23			\$ 30.4128	x	6,240	\$189,776
	4C.	7/1/23-6/30/24			\$ 31.3654	x	6,240	\$195,720
	4D.	7/1/24-6/30/25			\$ 32.1794	x	6,240	\$200,799
	4E.	7/1/25-6/30/26			\$ 33.0369	x	6,240	\$206,150
	4F.	7/1/26-6/30/27			\$ 33.9214	x	6,240	\$211,669
	4G.	7/1/27-6/30/28			\$ 34.8553	x	6,240	\$217,497
	4H.	7/1/28-6/30/29			\$ 35.8200	x	6,240	\$223,517
	4I.	7/1/29-6/30/30			\$ 36.8412	x	6,240	\$229,889
	4J.	7/1/30-6/30/31			\$ 37.8984	x	6,240	\$236,486
SUBTOTAL: SECTION 5							=	\$ 2,096,605

SECTION 6: TRANSIT CENTER POWERWASHING COST PER HOUR RATES

Fixed Routes		Term			Cost per Hour Rate (a)		Projected Revenue Hours	Annual Cost
<i>Pricing should include Cleaning Supplies, Uniforms, Equipment Maintenance and Vehicle Fuel. Pressure Washing Fuel (gas and diesel) will be paid for by MTS</i>	5A.	7/1/21-6/30/22			\$ 34.1547	x	4,160	\$142,084
	5B.	7/1/22-6/30/23			\$ 35.0028	x	4,160	\$145,612
	5C.	7/1/23-6/30/24			\$ 36.0813	x	4,160	\$150,098
	5D.	7/1/24-6/30/25			\$ 36.9993	x	4,160	\$153,917
	5E.	7/1/25-6/30/26			\$ 36.8966	x	6,240	\$230,235
	5F.	7/1/26-6/30/27			\$ 37.8816	x	6,240	\$236,381
	5G.	7/1/27-6/30/28			\$ 38.9186	x	6,240	\$242,852
	5H.	7/1/28-6/30/29			\$ 39.9887	x	6,240	\$249,530
	5I.	7/1/29-6/30/30			\$ 41.1180	x	6,240	\$256,576
	5J.	7/1/30-6/30/31			\$ 42.2858	x	6,240	\$263,864
SUBTOTAL: SECTION 6							=	\$ 2,071,149

MTS Fixed-Route Bus Services RFP**COST PROPOSAL FORM - AMENDED (1/26/23)**

FIXED ROUTE TOTAL COSTS		Term				Annual Cost	Original Contract	Difference
	A.	7/1/21-6/30/22	TOTAL 1A + 2A + 3A+ 4A + 5A + 6A			\$ 69,040,392	\$ 72,911,194	\$ (3,870,802)
	B.	7/1/22-6/30/23	TOTAL 1B + 2B + 3B + 4B + 5B + 6B			\$ 74,942,172	\$ 78,664,438	\$ (3,722,265)
	C.	7/1/23-6/30/24	TOTAL 1C + 2C + 3C + 4C + 5C + 6C			\$ 83,929,017	\$ 81,953,147	\$ 1,975,870
	D.	7/1/24-6/30/25	TOTAL 1D + 2D + 3D + 4D + 5D + 6D			\$ 89,006,096	\$ 85,275,537	\$ 3,730,559
	E.	7/1/25-6/30/26	TOTAL 1E + 2E + 3E + 4E + 5E + 6E			\$ 92,513,955	\$ 88,739,367	\$ 3,774,588
	F.	7/1/26-6/30/27	TOTAL 1F + 2F + 3F + 4F + 5F + 6F			\$ 95,942,727	\$ 92,118,830	\$ 3,823,897
	G.	7/1/27-6/30/28	TOTAL 1G + 2G + 3G + 4G + 5G + 6G			\$ 99,045,004	\$ 95,182,112	\$ 3,862,892
	H.	7/1/28-6/30/29	TOTAL 1H + 2H + 3H + 4H + 5H + 6H			\$ 102,363,649	\$ 98,456,495	\$ 3,907,154
	I.	7/1/29-6/30/30	TOTAL 1I + 2I + 3I + 4I + 5I + 6I			\$ 105,850,550	\$ 101,893,859	\$ 3,956,690
	J.	7/1/30-6/30/31	TOTAL 1J+ 2J + 3J + 4J + 5J + 6J			\$ 108,769,531	\$ 104,768,429	\$ 4,001,102
FIXED-ROUTE TOTAL PRICE (Including Performance Surety): SECTIONS 1 + 2 + 3 + 4 + 5 + 6						\$ 921,403,092	\$ 899,963,408	\$ 21,439,685

* Year 1 and Year 2 reflect actual spending and projected services levels.



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

Policies and Procedures

No. 31

SUBJECT:

Board Approval: 3/25/04

PROVIDING TRANSIT SERVICES

PURPOSE:

To establish a process for competitive award of transit services.

BACKGROUND:

Public Utilities Code Section 120265 et seq. requires that the Board provide a system of regional transit services for its area of jurisdiction to be funded from the regional transit service fund established by the Board. It also stipulates that the Board may provide the regional transit services by the following means:

- Directly providing the services.
- By contract with San Diego Transit Corporation (SDTC).
- By contract with any other provider of services as it deems appropriate.

This code section also states that the Board may provide the regional transit services upon the terms and conditions that the Board finds in its best interests.

This policy relates to any publicly subsidized transit service that may be considered for competitive award by MTS and sets forth minimum policy requirements for contractor compliance.

POLICY:

- 31.1 Contracting Authority. MTS will endeavor to provide high-quality public transit service in the most cost-effective manner possible. To achieve this end, MTS will retain complete authority to contract out particular transit services to any experienced public or private operator judged best able to provide the most cost-effective service.
- 31.2 Competitive Award Service Guidelines. Constructive competition for provision of services will be encouraged. An annual review of existing SDTC services for potential competitive award will be included in the MTS Short-Range Transit Plan



(SRTP) development process. The following list provides a guideline as to what services are potentially most suitable for competitive award:

- New routes added to the existing MTS and new special services.
- Existing routes or services operating by contract with MTS that were competitively awarded.
- Evening or weekend service that is an extension of an existing route but does not mix with existing service.
- Major restructuring of existing routes to the extent that it can be accomplished without causing major employee layoffs. In the event of major state or federal funding cutbacks, employee layoffs may be required as part of a restructuring of routes and services.

A committee shall be established as part of the annual review. The purpose of the committee shall be to identify the service to be considered for competitive bidding and to determine how the routes and services shall be packaged for bidding. The committee shall consist of the following representatives:

- MTS Director of Multimodal Operations
- SDTC Vice President of Operations
- Private-sector representative
- Representative from a local transit labor unit
- Representative from the private sector (e.g., Chamber of Commerce)

A recommendation of routes and services for competitive award shall be made to the MTS Chief Executive Officer. Final selection of the routes and services to be competitively bid will be the responsibility of the MTS Chief Executive Officer. The routes and services to be competitively bid shall be included in the SRTP. Once the SRTP is adopted by the MTS Board, the Request for Proposals (RFP) and price bids shall be distributed for those routes and services.

When possible, the implementation of service improvements to be operated by SDTC and routes and services to be operated by a private contractor shall be coordinated so as to avoid or minimize employee layoffs.

- 31.3 Determination of Award of Transit Services. A bidding process shall be used to acquire information regarding cost of the routes and services for determining award of transit services. The cost information will be evaluated and a recommendation will be made by the Chief Executive Officer to the Board. The Board may elect to award a contract for routes and services directly to SDTC or a private contractor.
- 31.4 Directly Providing the Services. Should the Board elect to directly provide the routes and services, it shall develop and adopt a separate set of operation policies and procedures relating to the administration, financing, planning, and operation of the transit services.

- 31.5 Directly Contracting with SDTC. Should the Board elect to contract for routes and services with SDTC, it will adhere to MTS's policies for operating corporations.
- 31.6 Competitive Award Process. The competitive award process will utilize a two-step evaluation sequence. The RFP to potential public and private-sector bidders will request separate proposal and bid packages. Step 1 will involve judging the proposal and eliminating nonresponsive bidders in accordance with Policy Section 31.6d. Step 2 will involve opening the bid packages of responsive bidders. The award process shall include the following events:
- a. Issuance of the RFP. MTS will issue an RFP, which delineates the services to be provided, the terms of the contract, any evaluation criteria, contract performance specifications, and the selection process to be used in determining the successful contractor for services. The RFP will also request a separately bound price package be transmitted with the proposal. In addition, MTS will provide public notice and advertisement of the RFP in a newspaper of general circulation at least 21 calendar days prior to the deadline for receipt of proposals. RFPs shall also be sent to a list of prospective bidders.
 - b. Preproposal Conference. MTS will hold a preproposal conference for prospective proposers at least 15 days prior to the deadline for receipt of proposals. The purpose of the preproposal conference is to fully describe the services to be contracted out and to answer any questions from prospective proposers and provide any additional information pertinent to the RFP.
 - c. Receipt of Qualifications. Proposers shall be required to submit a proposal containing all information necessary to judge their qualifications and experience to perform the work as outlined in the RFP. Any public operator shall comply with provisions of Policy Section 31.7.
 - d. Evaluation of Proposals. All proposals will be reviewed by the MTS Chief Executive Officer, with assistance from an evaluation panel, in accordance with the criteria specified in the RFP such as:
 - experience of firm and references
 - financial stability
 - disadvantaged and women business enterprise status
 - management plan, including key personnel to be assigned
 - ability to furnish vehicles in suitable quantity and condition and in conformance with service specifications
 - California Highway Patrol Safety reports or similar independent maintenance and/or safety reports
 - e. Evaluation of Price Bids. Only the price packages of responsive bidders will be opened by the Chief Executive Officer. All other price packages will be returned unopened to the original bidders. Price bids shall be

submitted in a format prescribed by MTS. The price bid format shall include a procedure for public operators that is consistent with Section 31.7 whereby a cost-allocation plan is disclosed. Furthermore, this format shall be consistent with the State of California Transportation Development Act legal requirements for reporting and detailed in the expense object classes. The detailed pricing sheets of the price bids of responsive bidders will be examined by MTS for responsiveness. All line item prices shall be reasonable (competent and otherwise able to perform under any resulting contract) for a bid to be considered responsive.

- f. Recommendations to Board. Following the review of price bids, the Chief Executive Officer will recommend award or rejection based upon the bids received. MTS reserves the right to reject all bids, readvertise the project, and restructure the project in part or whole.

31.7 Statement of Compliance with Cost-Allocation Procedures for Operators

- a. A proposal submitted by a public transit operator shall contain a statement of compliance regarding cost-allocation procedures. The statement of compliance must be certified by the public transit operator's governing board and legal counsel. The statement of compliance shall include (a copy of) the cost-allocation plan used to develop the bid price(s) for the proposed transit services. The cost-allocation plan shall allocate all costs that the public operator will incur in operating the service, including overhead and support services. The basis for allocating all costs, including overhead and support costs, shall be shown.
- b. MTS shall review the statement of compliance submitted by the public operator for its completeness, accuracy, and reasonableness. Based upon review of the statements, MTS may take one or more of the following actions:
 - 1. Accept the statement of compliance.
 - 2. Request additional supporting documentation from the public operator needed to verify the amounts presented in the statement.
 - 3. Reject the statement of compliance and disqualify proposer as nonresponsive to the RFP due to inaccuracy, incompleteness, or unreasonableness.
- c. MTS may require a review of the cost allocation and the resulting bid to assess the compliance with the requirements in Section 31.7a or to review pricing proposals from public or private contractors to ensure the price proposals are responsive.
- d. MTS's review of the statement of compliance will be performed following the opening of sealed price bids.

- 31.8 Cost-Comparison Analysis. Pursuant to the provisions of California Public Utilities Code Section 99250.5, a private transportation service provider may request a cost-comparison analysis at a publicly noticed meeting of the Board before the Board acts on bus-route restructuring or a service addition.

The Board may agree to perform a cost-comparison analysis on the condition that the private transportation service provider requesting the analysis agrees to pay the actual cost of conducting the analysis. The private transportation service provider shall supply any information necessary and relevant to complete the analysis. The results of the analysis shall be reported to the MTS Board at a publicly noticed meeting.

The Board is not required to perform the requested cost-comparison analysis. However, if the Board decides not to perform the analysis, it shall specify the reasons for that decision in a resolution adopted at a publicly noticed meeting.

For purposes of this section, "cost-comparison analysis" means a study of the route restructuring or service addition under consideration that compares the cost to the operator of directly providing those services to the cost of procuring those services from private entities. The study shall utilize a full cost-allocation method that is consistent with generally accepted cost-allocation principles.

"Route restructuring" means a permanent change in routing that changes the total number of daily revenue miles or hours by 25 percent or more.

"Service addition" means an increase in the total number of daily revenue miles or hours on an existing route by 50 percent or more.

31.9 Statement of Compliance for Charitable, Nonprofit Organizations

- a. To ensure that nonprofit, charitable organizations bidding on MTS transit service contracts are in compliance with the requirements set forth by the MTS Board of Directors, a proposal submitted by such an organization shall include documentation to show that all financing and costs associated with the proposal and bid are financially independent of the organization's charitable activities. Such documentation must be attached to the bidder's technical proposal. The nonprofit, charitable organization shall provide a certification from its governing board certifying that any bid for the services proposed shall be priced in a manner to be totally independent and without subsidy from the organization's charitable functions and revenues.
- b. MTS shall review the certification provided by the organization's governing board for its completeness, reasonableness, and compliance with the intentions of section "a" above. Based upon review of the statements, MTS may take one or more of the following actions:
 1. Accept the Statement of Compliance for charitable, nonprofit organizations.
 2. Request additional supporting documentation from the charitable, nonprofit organization needed to verify the financial independence of the proposal and price bid from the organization's charitable functions and revenues.
 3. Reject the Statement of Compliance for charitable, nonprofit organizations and disqualify proposer as nonresponsive to the RFP due to incompleteness, unreasonableness, or noncompliance with the intentions of section "a" (above).

MTS's review of the Statement of Compliance for charitable, nonprofit organizations will be performed concurrently with the review of the proposals.

- 31.10 Setting Responsible Wages and Benefits. MTS will include as part of the bid documents a minimum wages and benefits requirement for vehicle drivers operated as a result of a bus, mini-bus, van, or other service contract. The purposes of this requirement are: to retain fully trained, qualified and experienced drivers; to provide a high level of quality transit service to the transit patrons; and to reduce absenteeism and driver turnover.
- a. Base Wage Level – In advance of the initiation of a bid process, MTS will conduct an analysis to develop minimum wage-level requirements for the term of the contract. For purposes of the analysis, a base wage rate is established at \$8.35 per hour for July 1, 2000, for drivers after a training and probation period. The analysis will identify a cost of living index (based on prior five-year average San Diego Consumer Price Index) for each future year as a starting point for establishing a minimum wage each year of the future contract. All existing MTS-contracted vehicle driver wage rates and all existing labor agreements of the MTS-contracted vehicle driver, entered into after the effective date of this section, will then be reviewed. The initial starting point wage rate based on the five-year average San Diego Consumer Price Index would be adjusted to ensure consistency with existing transit service contracts for the remaining years of those contracts. Any years in a new contract that are beyond the termination of an existing contract would be calculated based on the five-year average San Diego Consumer Price Index.
 - b. Training Wage Level – MTS shall set a level no less than 90 percent of the base wage level after probation. Training pay shall not exceed 160 hours. If additional training is required beyond 160 hours, the employee shall be paid at the wage level of probation wage after certification.
 - c. Probation Wage After Certification – A driver who is in training and exceeds 160 hours or who has been certified as a driver shall have a minimum wage level set by MTS of no less than 95 percent of the base wage level for a period not to exceed 90 days after completion of training.
 - d. The above wage categories shall be established as minimums in the contract bid requirements and are base driver wage levels excluding benefits and any performance bonuses. These minimum wage categories shall apply to full-time and part-time drivers of contract services.
 - e. Health Benefits – MTS shall include in bid documents the requirement for the contractor to offer full-time and part-time vehicle drivers (20 hours or more per week) a family health plan based on a minimum employer contribution. The minimum contribution for the health benefit is established at \$1.25 per hour for July 1, 2000. The health benefit plan contribution standard would be indexed based on the prior five-year average San Diego Consumer Price Index for each year of the contract to be awarded.

- f. The requirements of this section shall not apply to proposers and contractors whose vehicle drivers are subject to a collective bargaining agreement.

31.11 Contract Term. The term of any award (i.e., period of performance), resulting from Section 31.6 above, will generally depend upon the number of vehicles required and will be subject to termination for breach. It is anticipated that the contract period will not be longer than five years, including any options exercised, nor shorter than two years. Option periods will be allowed not to exceed the basic term. Shorter terms may be allowed for demonstration services to be implemented.

DDarro/SChamp/JGarde
POLICY.31.PROVIDING TRANSIT SERVICES
7/14/06

Original Policy approved on 12/19/85.
Policy revised on 4/9/87.
Policy revised on 3/22/90.
Policy revised on 2/25/93.
Policy revised on 2/22/96.
Policy revised on 7/13/00.
Policy revised on 9/13/01.
Policy revised on 3/25/04.



Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Mills Building 1st Floor Security Breakroom and Transit Store Office Rehabilitation – Work Order

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-18 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABC General Contracting, Inc. (ABCGC), in the amount of \$242,922.83, plus a 10% contingency in the amount of \$24,292.28, for a total amount of \$267,215.11, for rehabilitating the vacated “Check Cashing” suite on the first floor of the Mills Building.

Budget Impact

The total cost for this project is estimated at \$267,215.11. Under separate MTS Doc No. L1282.-16, with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$4,737.00. This project is funded by MTS Miscellaneous Capital WBSE #1009004202.

DISCUSSION:

Currently, the only ground floor space for MTS’s use at the Mills Building is the 1,480 square foot Transit Store, built in 2016. The Transit Store suite includes one small office, shared by supervisory staff, which is also inadequate to support lost and found services. The lost and found items are processed within the lunch/break room, without safe separation for belongings.

On May 1, 2022, the tenant in Suite 120 on the first floor of the Mills Building, the Check Cashing Place, Inc., ended their lease and vacated the space. Before considering a search for a new third-party tenant, MTS staff evaluated whether this space could be better used for MTS transit operations. Staff determined that the space would be ideal to house the Transit Store lost and found storage, provide additional work area for Transit Store employees, and also serve as a new central office location for MTS Transit Enforcement and Passenger Security Department officers and supervisors to work from during shifts. This location will reduce the walk time between the 12th & Imperial station area and the Security Offices in the trolley yard.



The MTS Transit Enforcement and Passenger Security Department primarily works out of Building C in the 12th & Imperial Trolley Yard. With the Mid-Coast Trolley extension recently being completed, there has been a significant increase in personnel and additional work space is needed.

This project consists of rehabilitating the 1,250 square foot former Check Cashing suite into two separate and isolated suites – one 950 square foot space for security and one 300 square foot space for the Transit Store. The Security space will include a new Security Supervisor office, two (2) supervisory desks, nine (9) computer workstations, and a new break area. The Transit Store space will include a new Supervisor office and a dedicated space for processing and storing passenger lost and found items. The JOC will include all construction work to create these new work spaces, including the necessary demo, paint, flooring, electrical, data, and ceiling revisions for the new two suite floor plan.

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

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

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

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

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, and equipment for the restroom and locker room rehabilitation. Work is expected to be completed by June 2023. There are no subcontractors for this work order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-18 under JOC MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABCGC, in the amount of \$242,922.83, plus a 10% project contingency in the amount of \$24,292.28 for a total amount of \$267,215.11 for rehabilitating the vacated "Check Cashing" suite on the first floor of the Mills Building.

/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

JOB ORDER CONTRACT
WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-18
WORK ORDER NUMBER

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

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

Telephone: (619) 247-7113

Authorized person to sign contracts: Travis Brozowski President
Name Title

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

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$242,922.83

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ABC GENERAL CONTRACTOR, INC.
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: 1/18/2023

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-18
Job Order Title: Mills Building SDTE Breakroom Renovation
Location: Administration Building
100 16th Street
San Diego, CA 92101

Brief Scope of Work:

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.

SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 1-1 GENERAL

Within the Mills Building ("IAD"), MTS is intending to renovate the old check cashing suite on the first floor of the building and repurpose it to an SDTE Workspace and Transit Store lost and found space.

All work is to occur within the Mills building located at 1255 Imperial Ave., San Diego 92101.

SECTION 1-2 STAGING

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, but is assumed there will be no staging available within the building. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

SECTION 1-3 TEMP FACILITIES

The contractor may use the restroom facilities on the first floor. Contractor is responsible for temp power and water if there is not a close or local source.

SECTION 1-4 SAFETY AND ACCESS

Diligent caution must be taken during the undertaking of this work. All work will occur within the building on the heavily accessed first floor. Key personnel will be granted badges for access through the turnstile and will be provided keys for access into the suite from the interior and exterior. Parking is available offsite or within the parking garage. Contractor is responsible for paying for parking fees within the garage. There shall be no breaks or loud music playing from vehicles within the garage.

SECTION 1-5 WASTE

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day. Contractor must ensure the path from the main entrance to the suite where the work is occurring is swept regularly and kept in a clean manor.

SECTION 1-6 SCHEDULE AND SEQUENCING

All work shall be completed within ninety (90) calendar days from issuance of Notice to Proceed. It is assumed there will be some lead time for some items, which is included in the duration. The work shall commence once all material is available and the work can proceed without stoppages. Contractor is to provide a schedule for the work.

SECTION 1-7 SDTE MILLS BUILDING BREAKROOM RENOVATION

The overall intent of the project is to create two separate areas within the old check cashing suite on the first floor of the Mills Building. There shall be one separate area for lost and found processing and Transit Store Manager office and one separate area for SDTE breakroom area, workspaces, and a security office. It is anticipated that a building permit from DSD may be required. Contractor to obtain permit and pay all related fees. Following are the general requirements for the work:

Demolition:

Contractor to remove and dispose of all VCT, carpet, walls, electrical, data, ceiling, lighting, doors and windows that interfere with new walls, old AT&T phone punch down block, glass double door on south wall including side lights as needed.

Finishes & Framing:

1. New framed walls to have gypsum board on both sides and insulated to prevent sound transmission between the spaces.

2. New walls to be painted, with color TBD.
3. All existing walls to be painted with same color TBD.
4. Door frames to be painted with color TBD.
5. Contractor to install new 3'x4' (approximate) window on the north security office east wall. Window to have white, plastic, horizontal mini-blinds.
6. Standard interior wood door can be used on the north security office. Transit Store Manager door to be a full lite style interior door to allow line of sight to the outside office.
7. Existing large door on interior hallway can remain and be protected in place.
8. Provide new carpet tiles and base within two new offices. Carpet to be Chatter box style 54459, color 59400 Smarter. Base to be 4" cove base, color black.
9. Provide new VCT in the lost and found area and within the entirety of the breakroom and work space area. Base to be 4" cove base, color black. VCT color TBD.
10. Contractor to provide mirror style tint full height on interior of west windows. Intent is to allow staff to look out, but not allow visibility inside the suite.
11. Contractor to provide mirror style tint up to about 12' on all of the east windows and east glass double door. Contractor to remove the black tint on the windows to accommodate the new tint.
12. New acoustic ceiling is to be installed in the Transit Store Manager office at approx. 9' AFF. Ceiling tiles to be Armstrong 770 as that is the building standard.
13. New acoustic ceiling is to be installed in the north security office at approx. 9' AFF. Ceiling tiles to be Armstrong 770 as that is the building standard.
14. Remainder of higher existing ceiling can remain as is.
15. There is a small area of ceiling tile that is at 9' in the lost and found area. After demolition of this small area new acoustic ceiling will have to be installed to match the existing height.
16. Exterior southerly glass double doors are to be removed in the entirety including the threshold and a new storefront glazing system is to be installed. Storefront system to be of same style and layout as the adjacent. Framing to be painted to match the adjacent, which should be Pantone 485c. Window tint is to be installed on the interior to match the other mirror tinted windows.

Electrical & Comm:

1. New light fixtures shall be installed in the Transit Store Manager's office and north security office. Light fixtures to be LED light fixtures (24-NV-LED-4000L-DIM10-MVOLT-40K-85).
2. New convenience outlets are to be installed in the new offices as shown fed and labeled in the existing panel.
3. New wiremold is to be installed along the windows to feed the new stations with power and data.
4. New light switches shall be installed as shown in the drawings so that there are three different lighting zones. Existing lights are to be adjusted to accommodate the revised switching. Lights are not to be controlled from the lighting control panel.
5. New data drops are to be installed in the new offices as shown and fed from the switch in the Transit Store. MTS to provide a switch for the new space, contractor to provide an enclosure, make and model of switch enclosure TBD, terminate and run all new data lines to the new data drops.
6. MTS will install new card readers at the two exterior doors. Contractor to coordinate data and hardware needs to accommodate new card readers. Contractor to run data to proper locations and MTS contractor to install card readers under separate contract.
7. Contractor to provide and install three new cameras. One new fish-eye camera is to be installed in the ceiling in the center of the security area. Once camera is to be installed in the center of the lost and found area and one is to be installed in the corner of the Transit Store Manager's office.

HVAC:

1. Contractor to adjust all ductwork, supply and return registers for to accommodate the two new offices and lower them as needed to the new ceiling height.

Fire Sprinkler:

1. Contractor to adjust fire sprinkler heads and related piping to accommodate the two new offices and lower them as needed to the new ceiling height.

Storefront and Glazing:

1. Contractor to remove southerly double glass doors, sidelites, and threshold. Infill with new storefront to match

adjacent storefront and paint to match adjacent framing.

Specifications:

Paint - walls to be custom Dunn-Edwards "Loft Space."

Carpet - Carpet Tile Shaw / Chatterbox 54459 / Smatter 59400 / 24x24 or equal.

Rubber Base - Tarkett Traditional Wall Base / 4" Rubber Cove / "40 Black" or equal.

VCT - 12" x 12" Armstrong Standard Excelon Imperial Texture or equal, color TBD.

Ceiling Tiles - Armstrong / Cortega Second Look / 15/16" 24 x 48 or equal.

Eli Belknap, Manager of Capital Projects

Date

EXHIBIT B

(Cost Breakdown)



Price Proposal Detail

By Division Report

Version: 2.0

Approved 01/17/2023 10:48:56 AM PST

Proposal Value: \$242,922.83

Approved Date: January 17, 2023

Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom
RenovationLocation: Administration Building 100 16th
Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$19,549.03	\$0.00	\$0.00	\$19,549.03
07	Thermal And Moisture Protection	\$5,009.46	\$0.00	\$0.00	\$5,009.46
08	Openings	\$39,465.94	\$0.00	\$0.00	\$39,465.94
09	Finishes	\$98,376.25	\$0.00	\$2,947.03	\$101,323.28
21	Fire Suppression	\$6,856.70	\$0.00	\$0.00	\$6,856.70
23	Heating, Ventilating, And Air-Conditioning (HVAC)	\$7,200.29	\$0.00	\$0.00	\$7,200.29
26	Electrical	\$48,769.18	\$0.00	\$14,748.95	\$63,518.13
Line Count: 54		Proposal Total:			\$242,922.83
The Percentage of Non Pre-Priced on this Proposal:					0.00%



Price Proposal Detail

By Division Report

Version: 2.0

Approved 01/17/2023 10:48:56 AM PST

Proposal Value: \$242,922.83

Approved Date: January 17, 2023

Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

01 General Requirements \$19,549.03

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000010	Electrician	Installation	16.00	\$78.27	HR	1.0163	\$1,272.73
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	HR	1.0163	\$0.00

Contractor Comments: V:1.1-safe off of existing electrical

Includes Labor Yes Includes Equipment No Includes Materials No

Total:	\$1,272.73
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2	012220000026	Glazier	Installation	32.00	\$82.02	HR	1.0163	\$2,667.42
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	HR	1.0163	\$0.00

Contractor Comments: V:1.1-scraping windows

Includes Labor Yes Includes Equipment No Includes Materials No

Total:	\$2,667.42
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3	012220000044	Sprinkler Installer	Installation	40.00	\$80.19	HR	1.0163	\$3,259.88
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	HR	1.0163	\$0.00

Contractor Comments: V:1.1-Obtain Permit with City of SD

Includes Labor Yes Includes Equipment No Includes Materials No

Total:	\$3,259.88
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4	012223000052	17' Electric, Scissor Platform Lift	Installation	60.00	\$146.43	DAY	1.0163	\$8,929.01
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	DAY	1.0163	\$0.00

Contractor Comments: V:1.1-2 for 6 weeks

Includes Labor No Includes Equipment No Includes Materials Yes

Total:	\$8,929.01
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 01/17/2023 10:48:56 AM PST

Proposal Value: \$242,922.83

Approved Date: January 17, 2023

Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

5	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Installation	2.00	\$715.07	EA	1.0163	\$1,453.45
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Contractor Comments: V:1.1-Deliver Scissor Lifts

Includes Labor Yes Includes Equipment Yes Includes Materials No

Total:								\$1,453.45
6	017419000014	20 CY Dumpster (3 Ton) "Construction Debris"	Installation	3.00	\$645.00	EA	1.0163	\$1,966.54
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Contractor Comments: V:1.1-No dumpsters will be used, we will use dump trailers

Includes Labor No Includes Equipment No Includes Materials Yes

Total:								\$1,966.54
07 Thermal And Moisture Protection								\$5,009.46

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
7	072126000045	4" Thick, R12, Mineral Wool Insulation	Installation	1,120.00	\$1.10	SF	1.0163	\$1,252.08
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.80	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$1,252.08
8	079213000009	1/2" x 1/2" Joint, Silicone Sealant And Caulking	Installation	9.50	\$389.17	CLF	1.0163	\$3,757.38
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$85.87	CLF	1.0163	\$0.00

Contractor Comments: V:1.1-IPA for window film (950LF)

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$3,757.38
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* Includes Price Changes due to Construction Task Catalog update



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Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

08 Openings \$39,465.94

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	088713000004	Tinted, Abrasion Resistant, Solar Control Window Film (3M Scotchtint™)	Installation	1,824.00	\$8.60	SF	1.0163	\$15,942.09
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Removal of existing (no material included)

Item Note:

							Total:	\$15,942.09
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10	088713000005	Low E, Abrasion Resistant, Solar Control Window Film (3M Scotchtint™)	Installation	912.00	\$11.97	SF	1.0163	\$11,094.58
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Tint

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$11,094.58
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11	088723160005	0.006" Clear, High Performance, Security And Safety Glazing Film (3M Scotchshield™ Ultra600)	Installation	912.00	\$13.41	SF	1.0163	\$12,429.27
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Frag

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$12,429.27
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09 Finishes \$101,323.28

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

12	090120910002	Up To 2 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	60.00	\$16.95	SF	1.0163	\$1,033.58
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated 30 at 2SF ea

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$1,033.58

13	090120910003	>2 To 4 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	60.00	\$13.65	SF	1.0163	\$832.35
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated 30 at 2SF ea

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$832.35

14	090120910004	>4 To 8 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	40.00	\$12.25	SF	1.0163	\$497.99
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated 20 at 2SF ea

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$497.99

15	090120910005	>8 To 16 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	20.00	\$10.78	SF	1.0163	\$219.11
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated 10 at 2SF ea

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$219.11



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Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

16	090120910006	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	20.00	\$9.64	SF	1.0163	\$195.94
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated 10 at 2SF ea

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$195.94
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17	090120910008	Tape, Spackle And Finish Gypsum Board To Patch/Finish Small Diameter Holes Or Screw Head Pops	Installation	2,688.00	\$0.68	EA	1.0163	\$1,857.63
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$1,857.63
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18	090160910012	Grinding Of Existing Concrete Floor Prior To Installation Of Flooring	Installation	1,024.00	\$7.60	SY	1.0163	\$7,909.25
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SY	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Total:								\$7,909.25
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19	090160910013	Chemical Prepare Existing Concrete Floor Prior To Installation Of Flooring	Installation	1,024.00	\$6.64	SY	1.0163	\$6,910.19
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SY	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$6,910.19
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Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

20	090190520013	Hand Wash Drywall Surfaces With Mild Detergent Or Degreaser (No Sanding, Repairing Or Scraping), Surface Preparation	Installation	2,688.00	\$0.27	SF	1.0163	\$737.59
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment No Includes Materials No

							Total:	\$737.59
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21	090190520014	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation	Installation	2,688.00	\$0.47	SF	1.0163	\$1,283.95
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$1,283.95
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22	090190520015	Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation	Installation	2,688.00	\$0.87	SF	1.0163	\$2,376.68
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$2,376.68
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Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

23	092216130005	4" Width, 16" On Center, 25 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners	Installation	1,120.00	\$2.07	SF	1.0163	\$2,356.19
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	1120.000000	\$0.54	SF	1.0163	\$614.66

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$2,970.85
24	092313000021	Smooth Finish Three Coats Gypsum Plaster On Walls	Installation	2,240.00	\$6.49	SF	1.0163	\$14,774.56
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$3.70	SF	1.0163	\$0.00

Contractor Comments: V:1.1-New Walls

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$14,774.56
25	092910000009	5/8" Type X Fire Rated Gypsum Board	Installation	2,240.00	\$1.54	SF	1.0163	\$3,505.83
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	2240.000000	\$0.52	SF	1.0163	\$1,183.79

Contractor Comments: V:1.1-New Walls

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total:								\$4,689.62
26	092910000039	>10' High, Walls, Tape, Spackle And Finish Gypsum Board	Installation	2,688.00	\$0.37	SF	1.0163	\$1,010.77
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment No Includes Materials Yes

Total:								\$1,010.77
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Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

27	092910000052	Additional Cost For Finishing Penetrations In Gypsum Board (For Ductwork, Pipe, Conduits, Supports) Per Sheet To Be Finished, With Three Or More Areas Of Penetrations	Installation	100.00	\$99.51	EA	1.0163	\$10,113.20
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Contractor Comments: V:1.1-Sum of penetrations

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$10,113.20
28	095113000008	2' x 4' x 1" Fiberglass Acoustical Ceiling Panel (Armstrong Lyra™)	Installation	1,224.00	\$13.11	SF	1.0163	\$16,308.20
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	1224.000000	\$0.35	SF	1.0163	\$435.38

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total:	\$16,743.58
29	095113000008	For Individual Room Quantities <495, Add	MOD: 0099	Installation	1,224.00	\$1.51	SF	1.0163	\$1,878.37
Accepted		History: 2.0 Accepted, 1.1 Added							

								Total:	\$1,878.37
30	095113000008	For Ceilings >10' High, Add	MOD: 0385	Installation	1,224.00	\$0.08	SF	1.0163	\$99.52
Accepted		History: 2.0 Accepted, 1.1 Added							

								Total:	\$99.52
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Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

31	095323000008	2' x 4' Grid, Hot Dipped Galvanized Steel, 9/16" T Bar Ceiling Suspension System	Installation	1,224.00	\$1.99	SF	1.0163	\$2,475.46
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	1224.000000	\$0.44	SF	1.0163	\$547.34

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total:	\$3,022.80
32	095323000008	For UL Listed (Fire Guard), Add	MOD: 0111	Installation	1,224.00	\$0.11	SF	1.0163	\$136.83
Accepted		History: 2.0 Accepted, 1.1 Added							

								Total:	\$136.83
33	095323000008	For Fastening To Concrete, Add MOD: 0113	Installation	1,224.00	\$1.04	SF	1.0163	\$1,293.71	
Accepted		History: 2.0 Accepted, 1.1 Added							

								Total:	\$1,293.71
34	095323000008	For Individual Room Quantities <495, Add	MOD: 0118	Installation	1,224.00	\$0.22	SF	1.0163	\$273.67
Accepted		History: 2.0 Accepted, 1.1 Added							

								Total:	\$273.67
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Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

35	096513130011	4-1/2" High, 3/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	Installation	192.00	\$4.87	LF	1.0163	\$950.28
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	192.000000	\$0.85	LF	1.0163	\$165.86

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$1,116.14
36	096513330005	Removal Of Glue From Concrete Floor	Installation	1,224.00	\$0.85	SF	1.0163	\$1,057.36
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment No Includes Materials No

							Total:	\$1,057.36
37	096519190013	1/8" Thick, Static Dissipative, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® SDT™)	Installation	1,224.00	\$11.10	SF	1.0163	\$13,807.86
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$1.03	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total:	\$13,807.86
38	099123000062	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Installation	2,688.00	\$0.55	SF	1.0163	\$1,502.50	
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SF	1.0163	\$0.00	

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total:	\$1,502.50
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Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

39	099123000064	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Installation	2,688.00	\$1.09	SF	1.0163	\$2,977.68
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	SF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total:	\$2,977.68
21 Fire Suppression									\$6,856.70

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
40	210110910002	Relocate Existing Sprinkler Head And Branch Piping	Installation	4.00	\$48.83	EA	1.0163	\$198.50
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

							Total:	\$198.50
41	210110910004	Purging Existing Lines Of Water	Installation	1,500.00	\$0.48	LF	1.0163	\$731.74
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	LF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated

Includes Labor Yes Includes Equipment No Includes Materials No

							Total:	\$731.74
42	210110910005	Refill Existing Lines With Water	Installation	1,500.00	\$0.58	LF	1.0163	\$884.18
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$0.00	LF	1.0163	\$0.00

Contractor Comments: V:1.1-Estimated

Includes Labor Yes Includes Equipment No Includes Materials Yes

								Total:	\$884.18
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Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

43	210130910010	Hydrostatic Testing, All Sizes, All Agents	Installation	12.00	\$32.55	EA	1.0163	\$396.97
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Contractor Comments: V:1.1-12 Heads

Includes Labor Yes Includes Equipment Yes Includes Materials No

								Total:	\$396.97
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44	211313000004	Concealed Piping, Light Hazard, Complete Wet-Pipe Sprinkler System, Per Head	Installation	8.00	\$437.71	EA	1.0163	\$3,558.76
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.00	EA	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total:	\$3,558.76
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45	211313000004	For >5 To 10, Add MOD: 0005	Installation	8.00	\$133.64	EA	1.0163	\$1,086.55
Accepted		History: 2.0 Accepted, 1.1 Added						

								Total:	\$1,086.55
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23 Heating, Ventilating, And Air-Conditioning (HVAC)								\$7,200.29
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

46	232113230022	2" Schedule 40, Threaded And Coupled, Black Steel Pipe	Installation	320.00	\$15.59	LF	1.0163	\$5,070.12
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$6.23	LF	1.0163	\$0.00

Contractor Comments: V:1.1-Fire Piping

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$5,070.12

47	232113230022	For Schedule 80 Pipe, Add MOD: 0007	Installation	320.00	\$3.74	LF	1.0163	\$1,216.31
Accepted	History: 2.0 Accepted, 1.1 Added							

Total: \$1,216.31

48	232113230022	For Work In Restricted Working Space, Add MOD: 0053	Installation	320.00	\$2.81	LF	1.0163	\$913.86
Accepted	History: 2.0 Accepted, 1.1 Added							

Total: \$913.86

26 Electrical \$63,518.13

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
49	260533230145	Duplex Receptacle (Wiremold #1543GL)	Installation	32.00	\$41.02	EA	1.0163	\$1,334.04
Accepted	History: 2.0 Accepted, 1.1 Added		Demo:	0.000000	\$9.01	EA	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$1,334.04



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Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

50	260533230222	Raceway Cover (Wiremold #3000CE)	Installation	32.00	\$2.42	LF	1.0163	\$78.70
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$0.36	LF	1.0163	\$0.00

Includes Labor Yes Includes Equipment No Includes Materials Yes

								Total: \$78.70
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51	260533230295	4-3/4" x 3-9/16" Two Piece Surface Metal Raceway Base (Wiremold #6000B-10)	Installation	32.00	\$17.95	LF	1.0163	\$583.76
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	0.000000	\$3.96	LF	1.0163	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total: \$583.76
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52	262113000014	4/0 AWG, 600 Volt, Aluminum Triplex ACSR With Neutral Cable Service Drop, Stranded Cable	Installation	1,000.00	\$19.36	LF	1.0163	\$19,675.57
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	1000.000000	\$7.11	LF	1.0163	\$7,225.89

Contractor Comments: V:1.1-ESS

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total: \$26,901.46
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53	262113000018	#4 AWG, 600 Volt, Aluminum Quadruplex ACSR With Neutral Cable Service Drop, Stranded Cable	Installation	1,900.00	\$9.46	LF	1.0163	\$18,266.98
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	1900.000000	\$3.56	LF	1.0163	\$6,874.25

Contractor Comments: V:1.1-Estimated 38 Devices x 50' each

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

								Total: \$25,141.23
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Price Proposal Detail

By Division Report

Version: 2.0

Approved 01/17/2023 10:48:56 AM PST

Proposal Value: \$242,922.83

Approved Date: January 17, 2023

Job Order: MTSJOC324-18

Job Order Name: Mills Building SDTE Breakroom Renovation

Location: Administration Building 100 16th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services - Option 1

54	265119000029	2' x 4', 4,175 Lumens, Prismatic Lensed, Lay-In/Troffer LED Fixture (Lunera® 24G4)	Installation	19.00	\$457.29	EA	1.0163	\$8,830.13
Accepted		History: 2.0 Accepted, 1.1 Added	Demo:	19.000000	\$33.60	EA	1.0163	\$648.81

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

							Total:	\$9,478.94
							Proposal Total:	\$242,922.83
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: 1/18/2023

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-18
Job Order Title: Mills Building SDTE Breakroom Renovation
Location: Administration Building
Contractor: ABC General Inc.
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Fare Enforcement Diversion Program (Karen Landers)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve a permanent Fare Enforcement Diversion Program.

Budget Impact

Staff estimates that approximately \$6 million dollars in fare revenue is lost each year by passengers using stored value who fail to tap their card each trip. Increasing the on-the-spot penalty fare component of the Fare Enforcement Diversion Program could remove the incentive for stored value passengers to intentionally not tap their card until and unless contacted by an enforcement officer.

DISCUSSION:

On June 11, 2020 (AI 31), the MTS Board of Directors authorized staff to implement a Fare Enforcement Diversion Program as a 12-month pilot project (Diversion Pilot). The Diversion Pilot period was extended an additional 12-months (July 29, 2021 (AI 18)) through August 31, 2022. Staff has continued the Diversion Pilot since then, until the Board takes action to either disband the pilot or approve a permanent diversion program.

Staff will provide a report to the Board regarding the experiences with the Diversion Pilot, and also present staff recommendations to make the program permanent, with some revisions.

The staff recommendations were presented to the Security and Passenger Safety Community Advisory Group (CAG) on April 12, 2022. The feedback received was positive, with no revisions proposed. The staff recommendations were also presented to the Public Security Committee on June 23, 2022 (AI 4) and November 17, 2022 (AI 5). Today's presentation will provide additional information requested by Public Security Committee during those meetings.



Key Features of Diversion Pilot

Eligibility: All fare evasion violations are eligible, unless there was another violation (e.g., vandalism, assault, failure to comply) at the time of citation. No graduated offense levels with graduated penalties (e.g., first offense, second offense, etc.) are included because officers do not have the ability to efficiently check prior citation history while in the field.

Current Options to Resolve:

1. Option to Immediately Purchase Fare in lieu of citation.
2. Pay Reduced Fine within 120 days: \$25
 - Pay In-Person at Transit Store
 - Pay by Mail
3. Complete Community Service within 120 days: 3 Hours
4. Limited Appeal within 15 days: Proof of Paid Fare or Malfunctioning Ticket Vending Machine
 - If appeal granted, then citation dismissed
 - If appeal denied, option to pay fine or complete community service within original 120-day window
5. No Action Taken within 120 days: Citation transmitted to San Diego Superior Court for adjudication

The MTS website for the Diversion Program can be found here: <https://www.sdmts.com/rider-info/mts-security/diversion-program>

Diversion Pilot – Staff Data Analysis and Anecdotal Observations

Civil Justice Goals of the Diversion Pilot

One of the primary policy goals of the Diversion Pilot was to provide a non-criminal path for individuals to resolve a fare citation. As structured, the Diversion Pilot achieves this goal by:

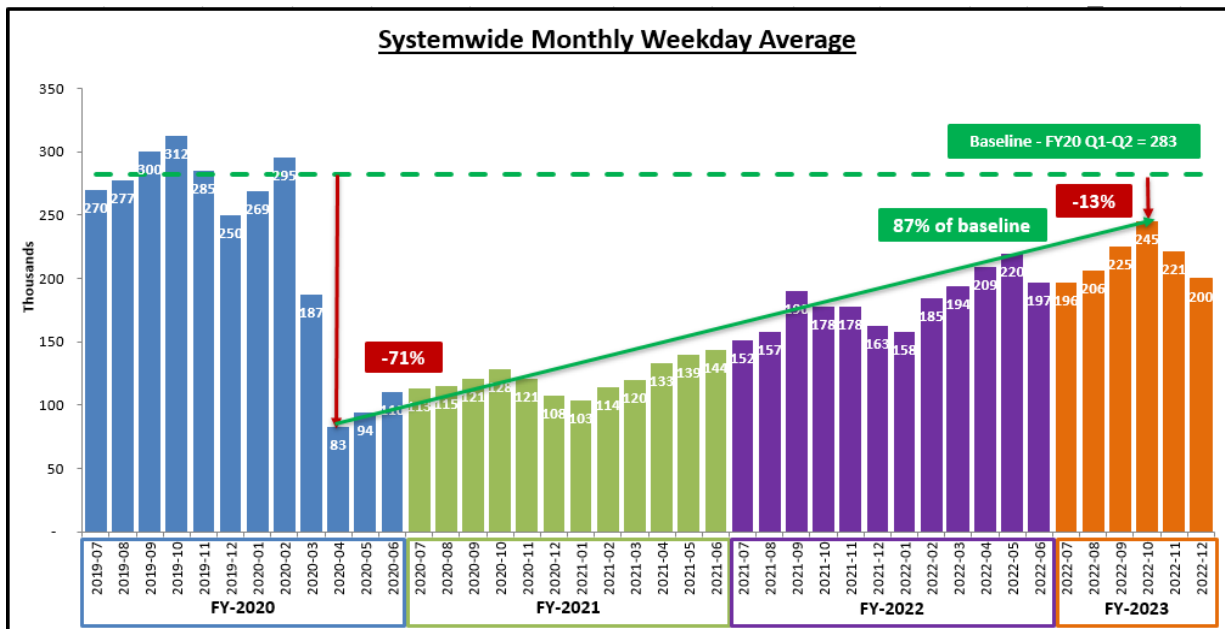
- (1) providing a 4-month period to resolve the citation BEFORE it is sent to the court and entered into the court system database;
- (2) providing a significantly reduced fine (\$25) as compared to the fine and fees that are imposed once the citation enters the court system (\$177+);
- (3) providing a community service option for individuals without the means to pay even the reduced fine, with the service hours significantly less than the hours generally ordered as part of the court process; and
- (4) providing an expedited, informal appeal process for citations that have a factual defense.

Ridership/Financial Impact of Diversion Pilot

Pre-pandemic, approximately one third of MTS's operational budget, or \$92 million each year, was covered by fare revenues. Further, since the pandemic, MTS has a \$37 million annual structural budget deficit. While staff is making efforts to identify ways to close this structural

deficit before MTS's share of federal COVID-relief funds are exhausted in approximately 2027, a deficit this large will require new revenue from multiple sources. At the same time, the supply chain and tight labor market has increased MTS's expenses at a faster pace than normal. This is particularly evident when comparing MTS's fare revenue recovery ratio: while expenses have been increasing (the cost to deliver transit service has increased by approximately \$1 per revenue mile since FY 2019 – an approximate annual impact of \$34 million), fare revenue has been declining. Pre-pandemic, MTS's farebox recovery ratio was between 34% and 40%. In FY 2022, the farebox recovery ratio was 18.2%. This means that MTS either needs to find an additional 16% (\$48 million) each year to make up for the lower farebox recovery ratio, or cut service to lower costs.

Unfortunately, analysis of the direct financial impact of the Diversion Pilot has been hampered by the COVID-19 pandemic. As a result of the pandemic, beginning in March 2020, MTS saw significant ridership declines. For example, ridership in April 2020 was just 28% of ridership in February 2020. The Diversion Pilot was implemented in September 2020. By that time, ridership had only slightly improved – to 41% of February 2020 ridership. Ridership continues to slowly improve, but was still approximately 87% of pre-pandemic levels as of October 2022.



Although ridership is trending in the right direction, fare revenue is not following the same recovery curve. FY 2022 fare revenue was just 61% of pre-pandemic totals, which equates to a loss of \$36 million. This is a delta of 26% between ridership and fare revenue levels, as compared to FY 2019.

Because any reduction in fare revenues received by MTS could result in a significant budget deficit and require reduction in service or raising of fares to balance the impact, the Diversion Pilot was structured so that there is still an incentive to pay your transit fare (to avoid the penalty in time or money that would apply if you are caught without a valid fare). The program attempted to more equitably and proportionally align the penalty with the actual violation.

One of the major staff concerns about potential adverse impacts of the Diversion Pilot was if the program would (i) reduce the incentive for riders to buy a fare and simultaneously (ii) increase the number of riders who decide to “risk it” and ride without a fare. Since the MTS trolley system is a barrier-free system, and our security personnel are limited and unable to check every rider on every trip, a primary tenet of the MTS fare enforcement model is the “honor system”. The honor system is upheld by two main factors: riders wanting to “do the right thing” by paying for their ride and riders who perceive the penalty for not having a fare to not be worth the risk. If riders only decide to pay for a fare when they get caught, then they may only end up paying for 1 out of every 10 rides. This could have a significant, adverse financial impact on MTS.

As explained below, MTS fare revenue loss can be attributed to several factors in addition to the Diversion Program. The proposed modifications to the Diversion Program are intended to be consistent with MTS’s efforts to address our ridership and tapping campaigns while still meeting the Board’s civil justice goals.

PRONTO Fare System Implementation.

A significant program that was introduced in September 2021 was the new PRONTO fare system. The PRONTO fare system is different from the former Compass Card system in that it:

(a) Best Fare Technology. Employs a “best fare” software that compares the rides a passenger takes each day and month and makes sure that they never get charged more than the “best fare”. This means that two trolley trips (including 1 free transfer each way) in one day would only be charged \$5.00 (\$2.50 each one way), and three separate trips in one day would only be charged \$6.00 (the day pass price instead of three one-way tickets at a cost of \$7.50). Multiple trips in a month would never exceed the \$72 monthly pass price. This is estimated to have a \$6 million impact on annual fare revenue due to the additional discount the best fare technology provides to passengers.

(b) Tapping at Each Trip Segment Required for Payment to be Received. Because the “best fare” payment is based on the trips taken, even though a passenger may have loaded a full \$72 into their PRONTO account, MTS does not get paid¹ until the card is tapped on a validator on each trip segment. If the passenger does not tap, then the money loaded is simply waiting as stored value for the customer to use on a future trip. This can be compared to a gift card – the money on the card is available for you to spend in the future. It does not deplete until and unless you actually buy something. *The failure of passengers to tap their PRONTO card is estimated to have a \$6 million to \$8 million impact on annual fare revenue.*

Therefore, while the PRONTO fare system gives the passenger a financial benefit with the Best Fare Technology, it also requires a change in habits and behaviors for our riders: consistently tapping a validator before every trip segment. After more than fifteen months of PRONTO roll-out activities, regular tapping of fare cards is far below what it should be. PRONTO tap data indicates only 35% of riders counted on our Automatic Passenger Count data are tapping their fare card each time. MTS outreach and education efforts have included social media, print, website, ambassadors, and security officers explaining the new system and tapping

¹ Although the full stored value amount may have been paid to the MTS PRONTO system when it was first added, in accounting terms, MTS does not recognize the revenue until each trip is tapped.

requirements to passengers. Additional efforts are underway to provide more ways for passengers to tap/validate their fares.

As it relates to the Diversion Pilot, the PRONTO system's required tapping at every trip segment has further increased the ease of "risking it": a passenger can load stored value on a PRONTO card and only tap it when approached by an MTS code compliance inspector.

Diversion Pilot Participation

Unfortunately, actual participation in the Diversion Pilot has been extremely low. Only 1.5% of fare violation citations ended up participating in the Diversion Pilot. MTS staff does not believe that low participation rates should mean that the program is discontinued. The policy goal of providing a non-criminal path, with more equitable penalty provisions, is still a valid goal that the Diversion Pilot answers.

The data collected shows that almost all fare violation citations issued by MTS still end up at court, and that most go unresolved in the court process. This means that, despite the non-criminal and significantly lower penalty path provided by MTS, most violations result in compounding court fines, failure to appear penalties, and court records.

Staff has reviewed the data related to the citations and believes there are areas for partnership with community groups and advocates to potentially craft additional outreach to people needing services or to educate their clients on the non-court options available to them. MTS staff has also worked with the Homeless Court post-conviction relief programs to support clearance of MTS citations for program participants.

It appears that individuals who can afford to pay a fine are instead just immediately purchasing a \$2.50 one-way fare if found in violation. The individuals who elect to take a citation rarely elect to participate in the Diversion Pilot by paying the \$25 fine.

PRONTO App data from May 2022 to December 2022 shows that between 22% and 40% of all fare inspections of passengers who presented a PRONOT Card resulted in a finding of No Valid Fare – where the passenger either had no value loaded on a PRONTO Card, or had stored value but did not tap (i.e., did not pay for that trip). This is an extraordinary fare evasion rate compared to the pre-Diversion Pilot and pre-PRONTO system fare evasion rate of approximately 3%. For these fare valuations, approximately 85% of patrons had at least \$2.50 in stored value on their PRONTO account at the time of the violation, and immediately bought a fare using that stored value. Therefore, this immediate payment option appears to have increased MTS's fare evasion rate by almost 10 times.

Permanent Diversion Program Proposal

Based on the experience over the Diversion Pilot period, staff proposes that the Fare Enforcement Diversion Program be made permanent with the following changes:

1. Reduce the Diversion Program Fine from \$25 to \$15 within 120 days:
 - Pay within 120 days
 - Pay In-Person at Transit Store
 - Pay by Mail

2. Increase the On-the-Spot Fare Purchase Price (in lieu of citation) for a Fare Violation from \$2.50 to \$15.00. This aligns the on-the-spot fine with the Diversion Program fine. This brings equity to participants who can afford to pay immediately and those who need additional time. It also removes the “risk it” calculation when compared with the Diversion Program – participation cost is the same for both ways of participating. The higher fine will hopefully reduce the number of passengers who regularly choose to “risk it” because the penalty is the same price as paying the fare in the first place.
3. Complete Community Service within 120 days: 1 Hour (reduced from 3 hours); this reduced amount aligns with the minimum wage and newly reduced fine amount of \$15.
4. Limited Appeal within 15 days: Proof of Paid Fare or Malfunctioning Ticket Vending Machine (no change proposed)
 - If appeal granted, then citation dismissed
 - If appeal denied, option to pay fine or complete community service within original 120-day window
5. No Action Taken within 120 days: Citation transmitted to San Diego Superior Court for adjudication (no change proposed)

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Fare Enforcement Diversion Program

Proposal for Permanent Program

MTS Board of Directors Meeting
January 26, 2023

Agenda Item No. 18

Fare Enforcement Overview

- Valid proof of fare required to use all MTS services.
- CCI and TSS Officers request proof of valid fare on platforms and trolley vehicles.



- MTS Budget is VERY RELIANT on Fare Revenue being collected
 - Pre-pandemic (FY 19): 1/3 of MTS Budget - \$92 million = Fare Revenue

MTS Policy Goals

Ridership/Financial Impact of Fare Evasion:

Reduction in fare revenues could result in significant budget deficit requiring service cuts or raising fares

- Goals of Diversion Program:

- Keep in place an incentive for riders to pay their transit fare (in advance)
 - DO NOT want to increase number of riders who “risk it” and ride without a fare
- Provide a non-criminal path for resolving citation
- More equitably and proportionally align the penalty with the actual violation

Diversion Program Pilot

Approved by MTS Board on June 11, 2020 for September 1, 2020 implementation; extended 12 months on July 29, 2021; *expired August 31, 2022*

- Eligibility: all fare evasion violations unless another violation was also cited (e.g., vandalism, assault, failure to comply)
- Current Options to Resolve:
 1. Immediately purchase fare (\$2.50 *one-way*) at ticket vending machine or on PRONTO App.
 2. Receive MTS Citation:
 - a. Pay \$25 fine within 120 days;
 - b. 3 hours of community service within 120 days;
 - c. Appeal to MTS within 15 days; or
 - d. After 120 days: citation sent to court; may appear in court to respond

Diversion Program – Additional Accommodations

- MTS will develop individualized plan if passenger is trying to resolve multiple citations.
- MTS will accept late completion of Diversion Program, so long as before Court appearance date.
- Post Court Conviction Relief Options available.

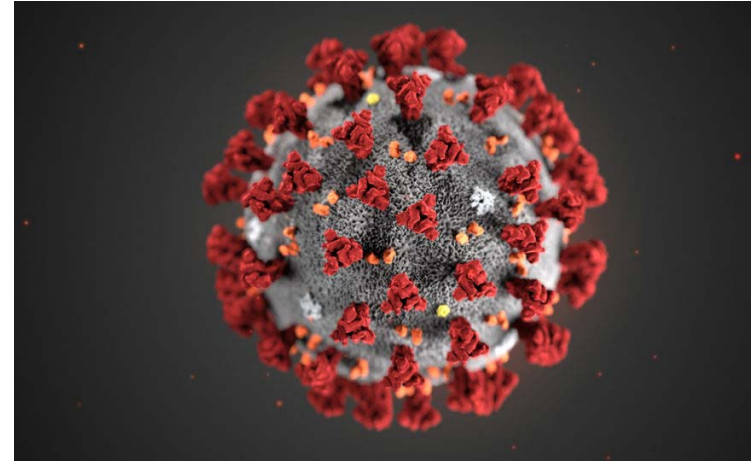
MTS's Civil Justice Goal

Provide a non-criminal path for individuals to resolve a fare citation, with penalty more aligned with violation.

- 4-month period to resolve BEFORE sent to court
- Significantly reduced fine (\$25) compared to fine/fees imposed by court (\$192+)
- Community service option for individuals without means to pay reduced fine (less than court imposed hours)
- Expedited, informal appeal process for a citation with a factual defense

Financial Impacts of Fare Evasion

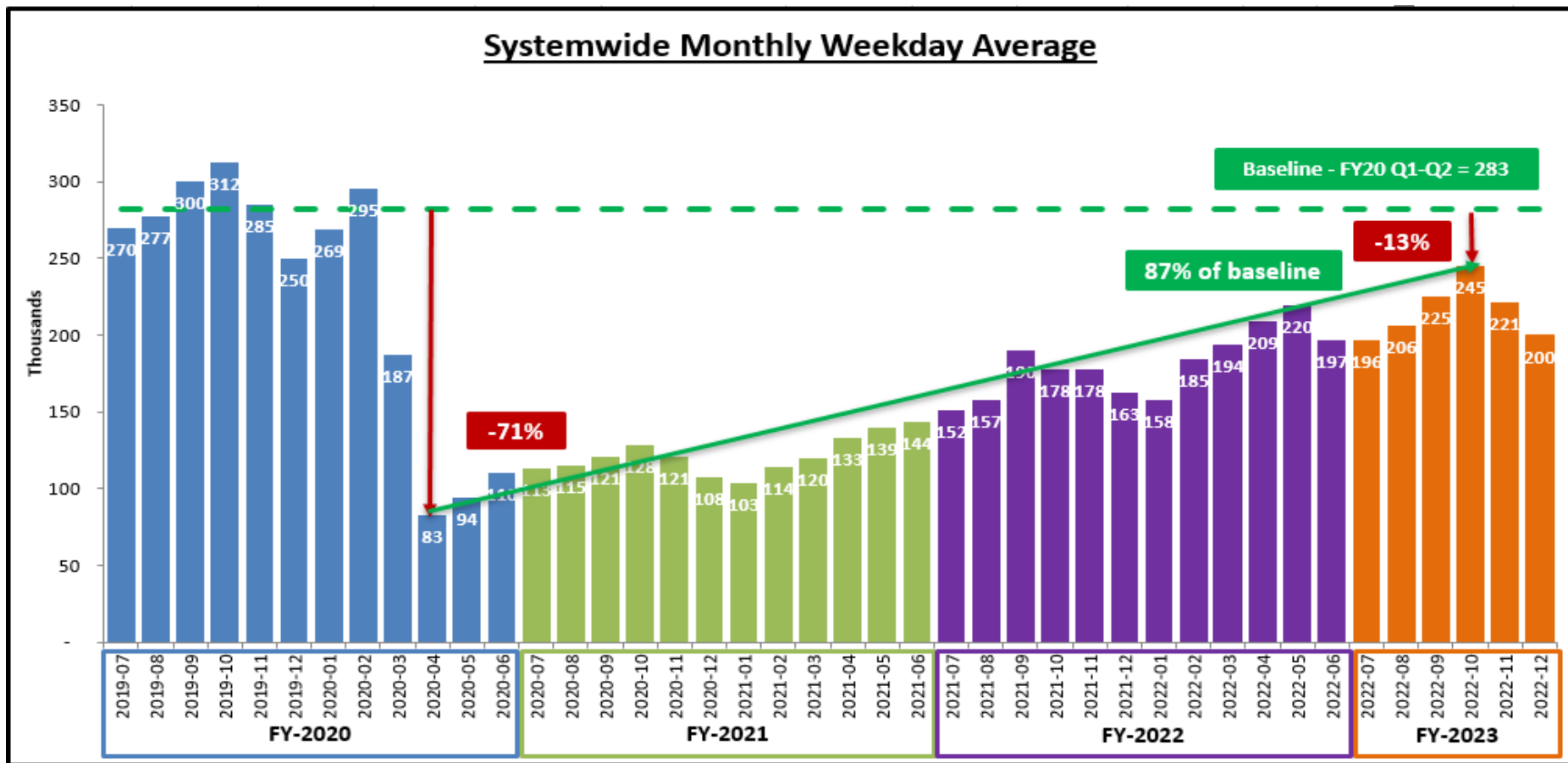
- Fare Revenue is below where it should be based upon ridership
- INTERVENING EVENTS
 - COVID-19 Pandemic (significant reduction in ridership/fare revenue)
 - Shift to PRONTO Fare System
 - Fully implemented October 2021
 - Best Fare Technology
 - BUT *requires tapping for every trip segment*



Ridership Recovery

September 2020 – Ridership = 41% of pre-pandemic levels

October 2022 – Ridership = 87% of pre-pandemic levels



Passenger Fare Revenue Variance

- Comparing FY 19 Fare Revenue to FY 22:
 - (\$26M) Variance even after factoring in Free Ride Day (\$4M) and Best Fare Discount (\$6M)
 - Ridership Variance does not close the gap
- Estimated range: \$8M to \$10M of variance due to lack of Stored Value Taps/Fare Evasion

PRONTO Best Fare & Tapping

- Best Fare Technology
 - Never charged more than \$6 day pass in a day (less if only taking two or less one-way trips)
 - Never charged more than \$72 in a month
 - Unspent balance remains in PRONTO account as “stored value” and can be used on later trips (e.g. GIFT CARDS)
- Tapping at Each Trip Segment is REQUIRED for Payment to be Received by MTS
 - PRONTO stored value does not get spent until you tap at each trip segment
 - *Learning curve*: this is a big change in habits and behaviors of riders
 - 15 months of public outreach, education, & infrastructure efforts
 - Increased enforcement will be required
 - MTS has seen an increase in fare evasion recently, including riders with loaded stored value “risking it”, especially if the only penalty is having to deduct the stored value when caught without a fare

PRONTO Outreach and Education Efforts

- 15 Months of Extensive Outreach and Education:
 - RidePRONTO.com Website
 - Security Officer warnings/education – info cards handed out
 - Pop-Up events
 - Ambassador representatives to assist & educate
 - Station Banners, Validator Flags & Decals, Pole Banners
 - Digital messaging and decals on Ticket Vending Machines





EVERY RIDE, EVERY TIME.
You must tap or scan on validator before you board.

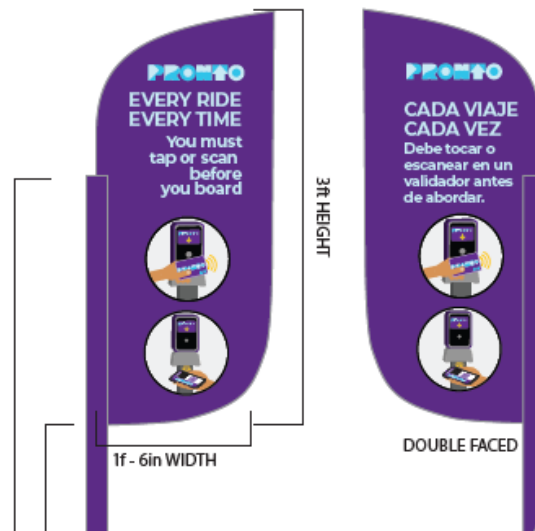
Failure to tap or scan may result in a citation.



CADA VIAJE, CADA VEZ.
Debes tocar o escanear en un validador antes de abordar.

El no tocar o escanear podría resultar en una multa.

RidePRONTO.com
619-595-5636



**EVERY RIDE,
EVERY TIME.**

**You must tap or scan
before you board.**

**CADA VIAJE,
CADA VEZ.**

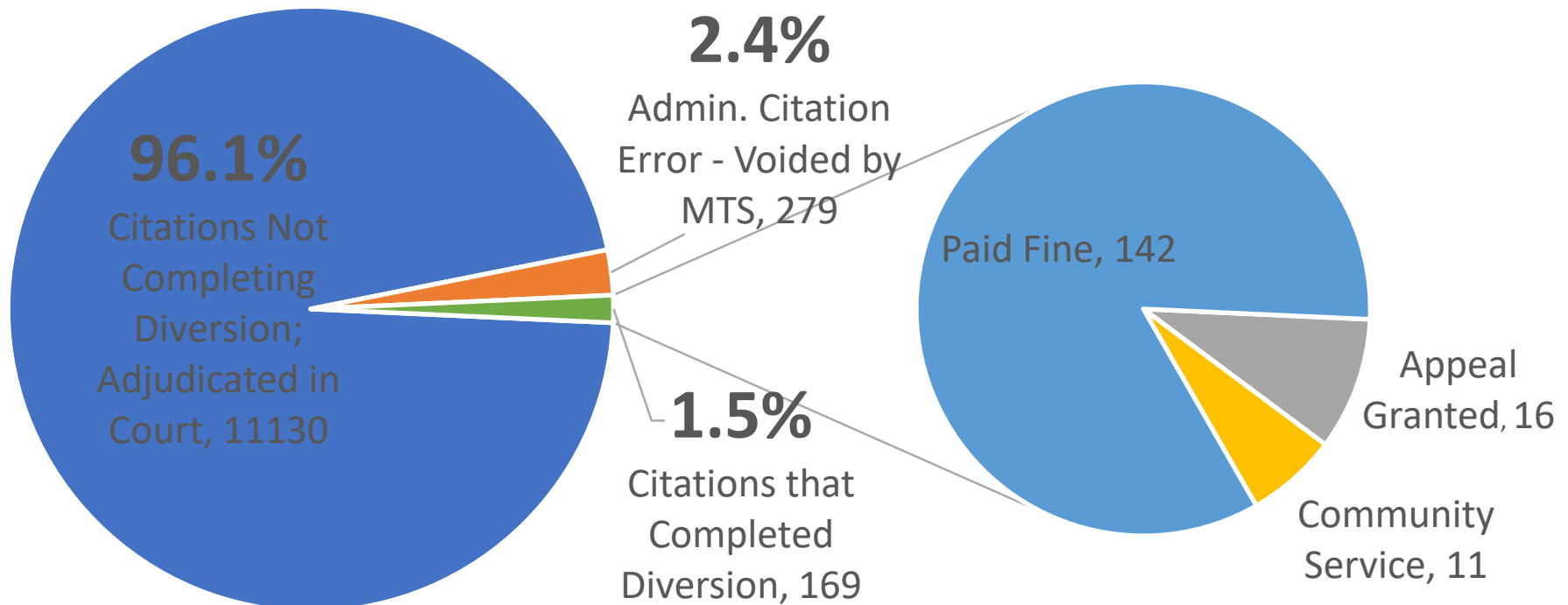
**Debe tocar o escanear
antes de abordar.**



Fare Evasion & Diversion Program Data

Diversion Program Participation –

*Sept 2020–June 2022 Issued Cites
(full 120 day period from citation has elapsed)*



PRONTO DATA

May to December 2022

Compare to
2012-2019
Fare Evasion
Rate: 2.92%

Result of Fare Inspection - Individuals with PRONTO Cards	Percentage of All Inspections
Valid Fare (i.e. valid fare and it was tapped prior to using MTS service)	71.19%
Valid Fare - Stored Value (i.e., PRONTO customers using Stored Value/Best Fare system)	41.98%
No Valid Fare - All (i.e. no funds on card or pass product loaded but not tapped prior to boarding)	27.41%
No Valid Fare - Stored Value (i.e. no stored value OR stored value but pass was not tapped prior to boarding and thus MTS has not received payment)	21.82%

**Fare Evasion from "Risking It" estimated at 21.82%+*

*** Other data methods return even higher percentages*



“Risking It”

PRONTO Validator App shows that 85% of attempts to approve an On-the-Spot Payment using Stored Value were successful.

Only 15% of Passengers did not have at least \$2.50 on their PRONTO Account.

	Stored Value Violations - % with \$\$ on PRONTO Card:
May 2022	83.44%
June 2022	84.55%
July 2022	85.63%
August 2022	84.88%
September 2022	86.13%
October 2022	85.28%
November 2022	83.89%
December 2022	83.79%
AVERAGE	84.70%

Staff Conclusions

- Diversion Program, *if people participate*, provides a non-criminal path that is less onerous than the court path for fare evasion
- Low participation should not be a basis to discontinue the program
- However, the option to immediately purchase a \$2.50 one-way fare upon being caught with no fare substantially undermines our PRONTO fare system education and conversion efforts and eliminates the incentive to purchase a fare or tap BEFORE a ride
 - this option seems to lead to an increase in fare evasion
 - this has a financial impact on MTS and could lead to service cuts or raising fares

Diversion Program Recommendation

- PERMANENT PROGRAM
- Eligibility: all fare evasion violations unless another violation was also cited (e.g., vandalism, assault, failure to comply) (no change)
- Options to Resolve:
 1. Immediately purchase **\$15 PENALTY FARE** at ticket vending machine or on PRONTO App. (increase on-the-spot price FROM \$2.50 to \$15 to align with proposed new Diversion Program Fine)
 2. Receive MTS Citation:
 - a. Pay **\$15** fine within 120 days (reduced from \$25)
 - b. **1 hr** of community service within 120 days (reduced from 3 hrs – aligns with \$15/hr min wage and reduced fine option)
 - c. Appeal to MTS within 15 days (no change) or
 - d. After 120 days: citation sent to court; may appear in court to respond (no change)

Proposed Solution: Create PENALTY FARE for On-the-Spot Diversion Option

- New “PENALTY FARE” pass type on a TVM or PRONTO mobile application → TECHNICALLY FEASIBLE
- RECOMMENDATION: PENALTY FARE be \$15
 - Aligns with proposed \$15 reduced fine in Diversion Program
 - Removes additional incentive to “Risk It” associated with \$2.50 one-way fare vs. \$15 Diversion Program reduced fine
 - Eliminates equity issue re person without ability to pay on the spot fine

Questions/Feedback?

CALL – IN PUBLIC COMMENT

Sally Smull an MTS rider, provided a public comment for agenda item #18. A paraphrased version of Smull's statement will be reflected in the minutes.

PUBLIC SPEAKER DISCLAIMER

INSTRUCTIONS

This meeting is offered both in an in-person and virtual format. In-person speaker requests will be taken first. Speaking time will be limited to three minutes per person, unless specified by the Chairperson. Members of the public are permitted to make general public comments at the beginning of the agenda or make specific comments on any item in the agenda at the time the Board/Committee is considering the item during the meeting. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

BOARD OF DIRECTORS MEETING

General Public Comment at the beginning of the agenda will be limited to five speakers with the standard three-minute limit, unless otherwise directed by the Chair. Additional speakers with general public comments will be heard at the end of the meeting.

MEETING RECORD

A paraphrased version of this comment will be included in the minutes. The full comment can be heard by reviewing the recording posted on the respective meeting website:

<https://www.sdmts.com/about/meetings-and-agendas>.





**Metropolitan
Transit
System**

PUBLIC COMMENT
AI 18, 1/26/2023
No. in Queue:2

CALL – IN PUBLIC COMMENT

Corinna Contreras with Climate Action Campaign, provided a public comment for agenda item #18. A paraphrased version of Contreras's statement will be reflected in the minutes.

PUBLIC SPEAKER DISCLAIMER

INSTRUCTIONS

This meeting is offered both in an in-person and virtual format. In-person speaker requests will be taken first. Speaking time will be limited to three minutes per person, unless specified by the Chairperson. Members of the public are permitted to make general public comments at the beginning of the agenda or make specific comments on any item in the agenda at the time the Board/Committee is considering the item during the meeting. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

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Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

For-Hire Vehicle Administration (Leonardo Fewell)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) For-Hire Vehicle Administration regulates for-hire vehicles, which includes taxicabs, non-emergency medical, charter, jitneys and low-speed vehicles, for the cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego and Santee. MTS For-Hire Vehicle Administration will provide a presentation on its regulatory duties, as well as its efforts to assist the for-hire vehicle industry.

/s/ Sharon Cooney _____

Sharon Cooney
Chief Executive Officer

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



San Diego Metropolitan Transit System For-Hire Vehicle Administration

MTS Board of Directors Meeting
January 26, 2023

For-Hire Vehicle Administration (FHVA)

- FHVA is the department within MTS conducting For-Hire vehicle regulation
 - Types of Vehicles include: Taxi, Non-Emergency Medical (NEM)/Charter, Jitney, and Low-Speed
- FHVA staff is a 6-person team
 - 1 Manager –Oversight of Dept.;
 - 1 Regulatory Analyst –Permitting Functions;
 - 3 Regulatory Inspectors – Field Enforcement (Public Officers under Penal Code 836.5); and
 - 1 Administrative Assistant
- FHVA staff and certain vehicle inspections located at MTS Imperial Avenue Division (IAD) Bus Maintenance Facility

Status of MOUs with Cities/County

Current MOU w/ MTS (through June 20, 2024)
Chula Vista
El Cajon
Imperial Beach
La Mesa
Lemon Grove
National City
Poway
San Diego
Santee

Not Under Agreement w/ MTS
Carlsbad
Coronado
County of San Diego
Del Mar
Encinitas
Escondido
Oceanside
San Marcos
Solana Beach
Vista

FHVA Regulatory Responsibilities

- FHVA primary goals include:
 - 1) Ensuring public safety; and
 - Conducts criminal background checks on permit holders;
 - Requires annual vehicle safety inspections to be performed;
 - Requires insurance to be maintained;
 - Requires vehicles to be maintained and operated safely;
 - Hosts driver safety training classes; and
 - Conducts field monitoring and inspections
 - 2) Preventing unfair consumer practices
 - Charge no more than the meter or max rate, as applicable;
 - Drivers must provide trip receipts upon request; and
 - Investigate passenger complaints

County of San Diego Sheriff's Regulatory Responsibility

- FHVA and Sheriff both play an important role in for-hire vehicle regulation
- Sheriff responsible for:
 - Processing applications and issuing for-hire vehicle driver IDs
 - driver drug & alcohol testing;
 - driver criminal background checks; and
 - Monitoring for subsequent arrests, contacts with law enforcement and convictions
- Estimated 1,400 drivers are licensed by the Sheriff

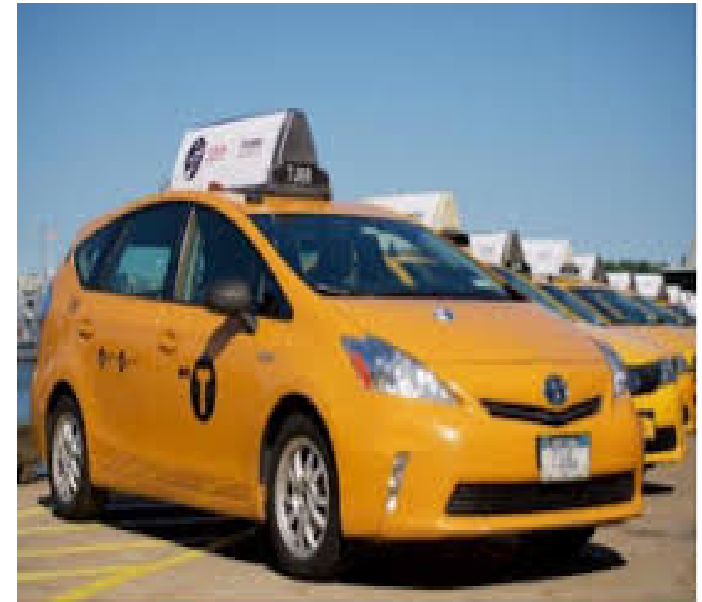
FHVA Budget

- By statute, FHVA must be 100% cost-recovery
- Main funding source is Regulatory Fee, an annual fee paid by each vehicle
- Determined every year based on number of permits

Type of Vehicle	2023 Regulatory Fee
Taxicab, Low-Speed Vehicle, and Jitneys	\$350
Non-Emergency Medical and Charters	\$440

Taxicabs

- Taximeters determine fares; calculated by time/distance
 - FHVA calculates maximum rate of fare based on Consumer Price Index formula
- Street hails or prearranged trips
- MTS regulated taxis can pick up in the 9 cities FHVA has an MOU with
 - MTS regulated taxis can make limited prearranged pick ups in the rest of San Diego County
- Must meet California Air Resources Board (CARB) criteria for zero or low-emission



Taxicabs (continued)

- **Importance:** Available for unbanked or those without a smartphone; no surge pricing
- **Concerns:**
 - High operating costs (e.g. insurance premiums)
 - Increased competition from transportation network companies (TNCs) (e.g. Uber, Lyft);
 - TNCs are regulated on the state level by the California Public Utilities Commission. Taxis are seen as not being on a level playing field with TNCs in terms of regulations
 - However, there may be future openings for taxis in the market due to growing concerns from TNC drivers (e.g. increased subscription fees/low base rate/high gas costs)

Taxicabs Wheelchair Accessible Vehicles (WAVs)

- Vehicle equipped w/ side entry wheelchair accessible ramp
- **Importance:** Additional transportation option for individuals with disabilities or limited mobility
- **Concerns:** Limited number of taxicab WAVs; MTS researching strategies to increase number



NEM and Charters

- Rates based on a per capita or per mile basis
- Transports patients to hospital, clinics or other NEM appointment
 - NEM is a wheelchair accessible vehicle
 - Charters do not have wheelchair accessible equipment (i.e. sedan)
- **Importance:** Majority reimbursed by Medi-Cal/private health plans
- **Concerns:** High insurance premiums; competition from TNCs



Low-Speed Vehicles

- Fares established by zone rates or pre-arranged
- Currently operating in City of San Diego (e.g. FRED)
 - Future plans for National City
- **Importance:** Popular for short trips
- **Concerns:** Drop in tourism/entertainment events in downtown



Jitneys

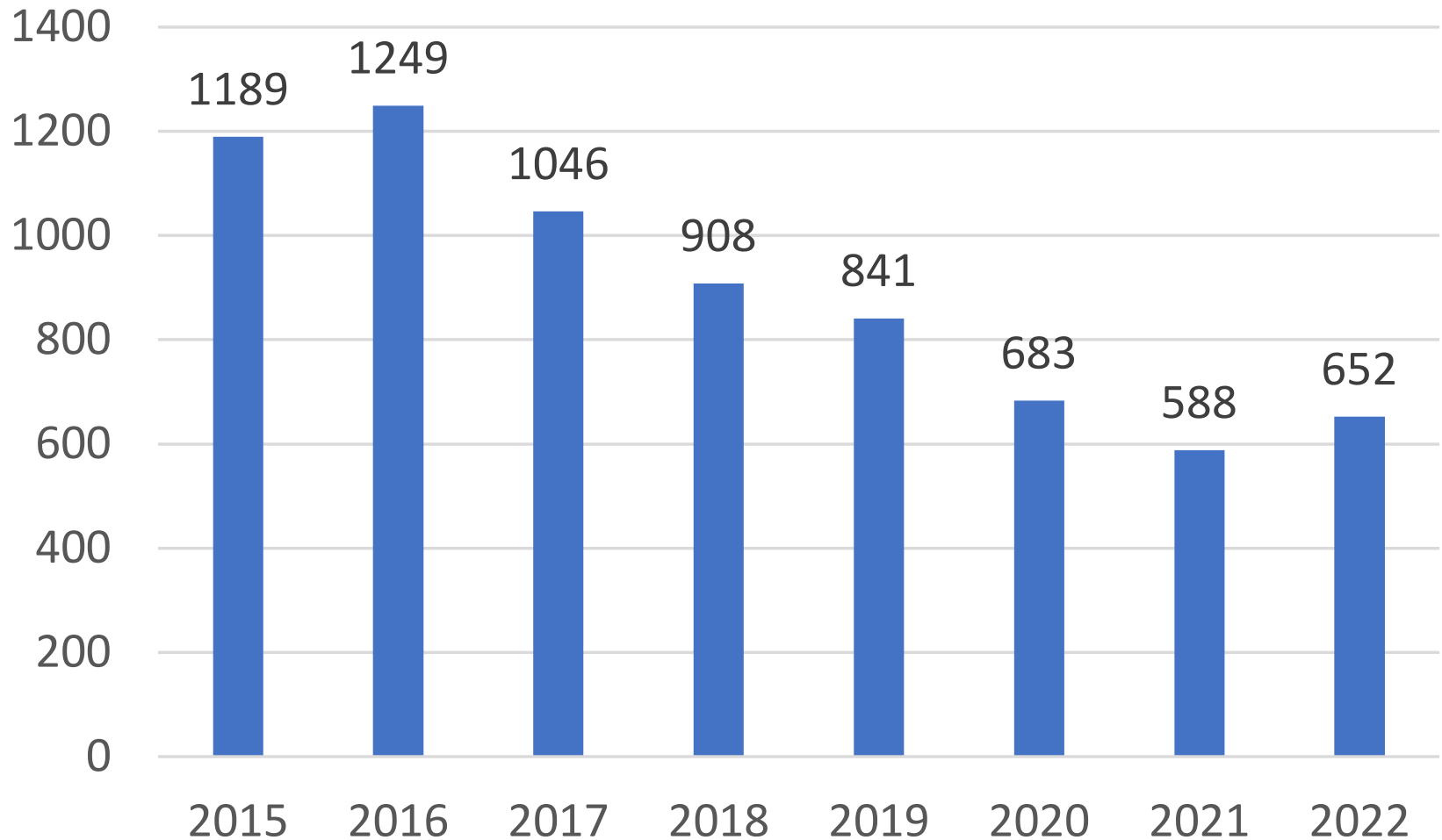
- Charges a flat fare
- Generally operates in San Ysidro and Otay Mesa border areas
- **Importance:** Supplements fixed route service
- **Concerns:** Drop in border area business; high insurance premiums



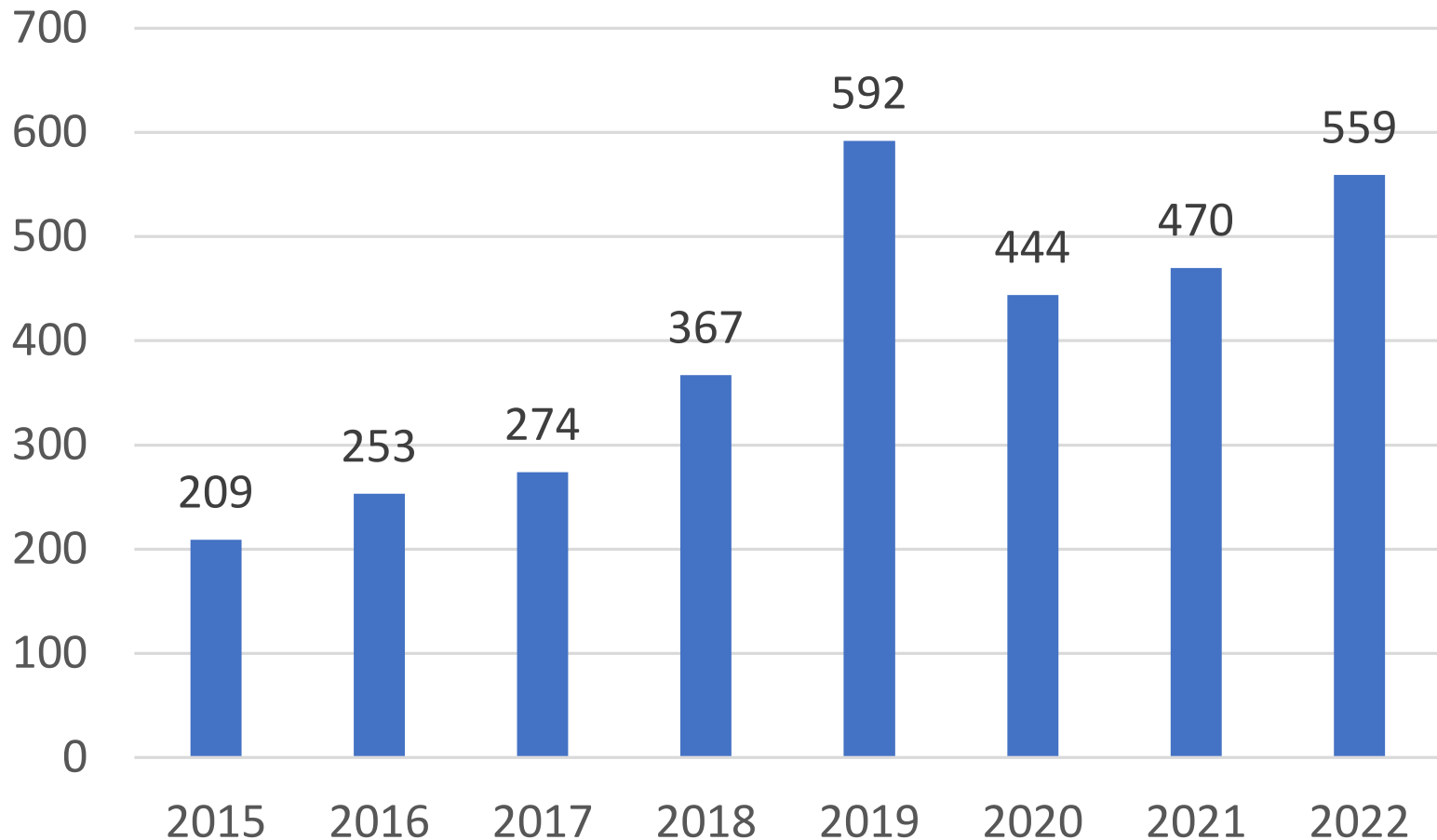
Permitted Vehicles (as of 1/12/23)

Permit Type	Total Number of Permits (i.e. includes voluntary surrendered permits)	Number of Permits in Operation (i.e. on the road)
Charter	83	73
Jitney	4	2
Low Speed Vehicle	24	24
Non-Emergency Medical Vehicle	524	498
Taxicab	682	575
Total	1317	1172

Total Taxicab Permits Over Time



Total Non-Taxi Permits Over Time (NEM, Charter, Jitney, Low-Speed Vehicle)



MTS Efforts to Assist the For-Hire Vehicle Industry

- Recent Completed Actions:
 - Reduced FHVA operation costs (e.g. moved administrative offices, adjusted staffing, outsourced required annual vehicle inspections)
 - Through reduced operating costs, able to stabilize Annual Regulatory Fees to the lowest amount since 2014
 - Worked with City of San Diego to remove regulatory requirements on taxicabs under Policy 500-02 (e.g. vehicle age limits)
 - Reduced minimum liability insurance for taxicabs from \$1,000,000 to \$350,000 CSL
 - Taxicabs now a MTS Access Paratransit trip provider

MTS Efforts to Assist the For-Hire Vehicle Industry

- Ongoing efforts to:
 - reduce regulatory requirements, so long as MTS's public safety and fair consumer practice goals are being met;
 - aim for consistency with regulatory requirements enforced by other for-hire vehicle regulatory agencies;
 - partner with other public agencies and organizations on industry issues;
 - work with the industry through the Taxicab Advisory Committee and the NEM Ad-Hoc Working Group; and
 - when possible, focus on educating permit holders about safety and other permit requirements, instead of penalizing

Contact Information

- For-Hire Vehicle Administration Manager
 - Leonardo Fewell
 - 100 16th St. San Diego CA, 92101
 - 619-235-2643
 - Leonardo.Fewell@sdmts.com



**Metropolitan
Transit
System**

PUBLIC COMMENT
At #, 1/26/2023
No. in Queue: #

CALL – IN PUBLIC COMMENT

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

PUBLIC SPEAKER DISCLAIMER

INSTRUCTIONS

This meeting is offered both in an in-person and virtual format. In-person speaker requests will be taken first. Speaking time will be limited to three minutes per person, unless specified by the Chairperson. Members of the public are permitted to make general public comments at the beginning of the agenda or make specific comments on any item in the agenda at the time the Board/Committee is considering the item during the meeting. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

BOARD OF DIRECTORS MEETING

General Public Comment at the beginning of the agenda will be limited to five speakers with the standard three-minute limit, unless otherwise directed by the Chair. Additional speakers with general public comments will be heard at the end of the meeting.

MEETING RECORD

A paraphrased version of this comment will be included in the minutes. The full comment can be heard by reviewing the recording posted on the respective meeting website:

<https://www.sdmts.com/about/meetings-and-agendas>.





Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Operations Budget Status Report for November 2022 (Gordon Meyer)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for November 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 November 2022. Attachment A-2 details the November 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 November 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 November 2022, MTS's net-operating income favorable variance totaled \$3,015,000 (2.6%). Operations produced a \$1,562,000 (1.4%) favorable variance and the administrative/other activities areas were favorable by \$1,453,000.

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through November 2022 were \$37,917,000, compared to the year-to-date budget of \$37,287,000, representing a \$631,000 (1.7%) favorable variance. Year-to-date passenger revenue was favorable by \$142,000 (0.5%) through November. Passenger revenue is up by \$9,139,000 (47.6%) versus the prior year, mostly because September of last year was a free ride month.

Other operating revenue was favorable by \$488,000 (5.4%), primarily due to favorable vehicle advertising revenue, partially offset by 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 November 2022 were \$150,092,000, compared to the budget of \$152,476,000, representing a \$2,384,000 (1.6%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$67,735,000, compared to a budgetary figure of \$66,467,000, producing an unfavorable variance of \$1,267,000 (-1.9%). 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 implemented to address the driver shortage.

Outside Services and Purchased Transportation. Total outside services through five months of the fiscal year totaled \$49,601,000, compared to a budget of \$54,456,000, resulting in a favorable variance of \$4,856,000 (8.9%). 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 delayed 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 \$6,557,000, compared to a budgetary figure of \$6,281,000, resulting in an unfavorable variance of \$276,000 (-4.4%). 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 \$20,029,000, compared to the budget of \$18,916,000, resulting in an unfavorable variance of \$1,113,000 (-5.9%). This is primarily due to unfavorable commodity rates for compressed natural gas (CNG). Electricity expenses are also unfavorable due to high commodity rates caused by the price of natural gas versus budget.

Risk Management. Total year-to-date expenses for risk management were \$3,052,000 compared to the budget of \$3,183,000, resulting in a favorable variance totaling \$131,000 (4.1%). This is primarily due to favorable claim litigation expenses.

General and Administrative. The year-to-date general and administrative costs were \$2,461,000 through November 2022, compared to a budget of \$2,509,000, resulting in a favorable variance of \$48,000 (1.9%).

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$658,000 compared to the budget of \$664,000, resulting in a \$6,000 (0.9%) favorable variance.

YEAR-TO-DATE SUMMARY

The November 2022, year-to-date net-operating income totaled a favorable variance of \$3,015,000 (2.6%). These factors include favorable variances in passenger revenue, other revenue, outside services, risk management, general and administrative, and vehicle/facility lease costs; partially offset by unfavorable variances in personnel, materials and supplies, and energy costs.

/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

NOVEMBER 30, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 28,341	\$ 28,198	\$ 142	0.5%
Other Revenue	9,577	9,089	488	5.4%
Total Operating Revenue	\$ 37,917	\$ 37,287	\$ 631	1.7%
Personnel costs	\$ 67,735	\$ 66,467	\$ (1,267)	-1.9%
Outside services	49,601	54,456	4,856	8.9%
Materials and supplies	6,557	6,281	(276)	-4.4%
Energy	20,029	18,916	(1,113)	-5.9%
Risk management	3,052	3,183	131	4.1%
General & administrative	2,461	2,509	48	1.9%
Vehicle/facility leases	658	664	6	0.9%
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 150,092	\$ 152,476	\$ 2,384	1.6%
Operating Income (Loss)	\$ (112,175)	\$ (115,190)	\$ 3,015	2.6%
Total Non-Operating Activities	677	404	273	67.6%
Income (Loss) before Capital Contributions	\$ (111,498)	\$ (114,786)	\$ 3,288	-2.9%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

NOVEMBER 30, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 28,341	\$ 28,198	\$ 142	0.5%
Other Revenue	230	286	(56)	-19.6%
Total Operating Revenue	\$ 28,571	\$ 28,485	\$ 86	0.3%
Personnel costs	\$ 56,751	\$ 55,451	\$ (1,301)	-2.3%
Outside services	40,749	44,772	4,023	9.0%
Materials and supplies	6,538	6,268	(270)	-4.3%
Energy	19,513	18,475	(1,038)	-5.6%
Risk management	2,620	2,673	53	2.0%
General & administrative	401	426	24	5.7%
Vehicle/facility leases	567	551	(16)	-2.9%
Administrative Allocation	14,023	14,023	-	0.0%
Total Operating Expenses	\$ 141,163	\$ 142,639	\$ 1,476	1.0%
Operating Income (Loss)	\$ (112,592)	\$ (114,154)	\$ 1,562	1.4%
Total Non-Operating Activities	59	341	(282)	-82.8%
Income (Loss) before Capital Contributions	\$ (112,533)	\$ (113,813)	\$ 1,279	-1.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)
COMPARISON TO BUDGET - FISCAL YEAR 2023
NOVEMBER 30, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 7,927	\$ 9,005	\$ (1,078)	-12.0%
Other Revenue	-	60	(60)	-
Total Operating Revenue	\$ 7,927	\$ 9,065	\$ (1,138)	-12.6%
Personnel costs	\$ 35,090	\$ 34,382	\$ (708)	-2.1%
Outside services	701	824	123	14.9%
Materials and supplies	2,678	3,020	342	11.3%
Energy	4,006	3,411	(595)	-17.4%
Risk management	1,162	1,226	64	5.3%
General & administrative	170	186	17	8.9%
Vehicle/facility leases	179	164	(16)	-9.7%
Administrative Allocation	3,249	3,249	-	0.0%
Total Operating Expenses	\$ 47,235	\$ 46,462	\$ (773)	-1.7%
Operating Income (Loss)	\$ (39,307)	\$ (37,397)	\$ (1,911)	-5.1%
Total Non-Operating Activities	(72)	210	(282)	-134.2%
Income (Loss) before Capital Contributions	\$ (39,379)	\$ (37,186)	\$ (2,193)	5.9%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

RAIL (SAN DIEGO TROLLEY INC.)

COMPARISON TO BUDGET - FISCAL YEAR 2023

NOVEMBER 30, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 10,915	\$ 9,177	\$ 1,738	18.9%
Other Revenue	230	226	4	1.7%
Total Operating Revenue	\$ 11,145	\$ 9,404	\$ 1,742	18.5%
Personnel costs	\$ 21,305	\$ 20,727	\$ (579)	-2.8%
Outside services	2,590	2,811	221	7.9%
Materials and supplies	3,847	3,191	(656)	-20.6%
Energy	11,122	10,874	(248)	-2.3%
Risk management	1,443	1,432	(11)	-0.8%
General & administrative	218	232	14	6.0%
Vehicle/facility leases	235	222	(13)	-6.0%
Administrative Allocation	9,572	9,572	-	0.0%
Total Operating Expenses	\$ 50,333	\$ 49,060	\$ (1,273)	-2.6%
Operating Income (Loss)	\$ (39,187)	\$ (39,657)	\$ 469	1.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (39,187)	\$ (39,657)	\$ 469	-1.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

BUS - CONTRACTED SERVICES (FIXED ROUTE)

COMPARISON TO BUDGET - FISCAL YEAR 2023

NOVEMBER 30, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 9,040	\$ 9,638	\$ (598)	-6.2%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 9,040	\$ 9,638	\$ (598)	-6.2%
Personnel costs	\$ 285	\$ 275	\$ (10)	-3.6%
Outside services	32,283	35,191	2,908	8.3%
Materials and supplies	14	58	44	75.9%
Energy	4,001	3,756	(246)	-6.5%
Risk management	-	-	-	-
General & administrative	4	3	(1)	-19.1%
Vehicle/facility leases	10	23	13	56.6%
Administrative Allocation	1,022	1,022	-	0.0%
Total Operating Expenses	\$ 37,619	\$ 40,327	\$ 2,709	6.7%
Operating Income (Loss)	\$ (28,579)	\$ (30,690)	\$ 2,111	6.9%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (28,579)	\$ (30,690)	\$ 2,111	-6.9%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2023
NOVEMBER 30, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 458	\$ 378	\$ 80	21.1%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 458	\$ 378	\$ 80	21.1%
Personnel costs	\$ 71	\$ 67	\$ (4)	-5.3%
Outside services	5,044	5,814	770	13.2%
Materials and supplies	-	-	-	-
Energy	384	435	51	11.7%
Risk management	15	15	0	0.3%
General & administrative	10	5	(5)	-108.8%
Vehicle/facility leases	143	143	0	0.1%
Administrative Allocation	180	180	-	0.0%
Total Operating Expenses	\$ 5,846	\$ 6,659	\$ 812	12.2%
Operating Income (Loss)	\$ (5,388)	\$ (6,280)	\$ 892	14.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (5,388)	\$ (6,280)	\$ 892	-14.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS
CORONADO FERRYCOMPARISON TO BUDGET - FISCAL YEAR 2023
NOVEMBER 30, 2022
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	131	131	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 131	\$ 131	\$ -	0.0%
Operating Income (Loss)	\$ (131)	\$ (131)	\$ -	0.0%
Total Non-Operating Activities	131	131	-	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ADMINISTRATION
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

NOVEMBER 30, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	9,115	8,671	445	5.1%
Total Operating Revenue	\$ 9,115	\$ 8,671	\$ 445	5.1%
Personnel costs	\$ 10,797	\$ 10,820	\$ 24	0.2%
Outside services	8,843	9,659	816	8.4%
Materials and supplies	19	13	(6)	-45.9%
Energy	513	438	(75)	-17.2%
Risk management	410	464	55	11.7%
General & administrative	2,015	2,056	41	2.0%
Vehicle/facility leases	85	102	17	17.1%
Administrative Allocation	(14,035)	(14,035)	-	0.0%
Total Operating Expenses	\$ 8,646	\$ 9,518	\$ 871	9.2%
Operating Income (Loss)	\$ 469	\$ (847)	\$ 1,316	155.4%
Total Non-Operating Activities	852	63	789	1250.0%
Income (Loss) before Capital Contributions	\$ 1,321	\$ (784)	\$ 2,105	-268.6%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OTHER ACTIVITIES

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

NOVEMBER 30, 2022

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	231	132	100	75.6%
Total Operating Revenue	\$ 231	\$ 132	\$ 100	75.6%
Personnel costs	\$ 186	\$ 196	\$ 10	4.8%
Outside services	9	26	17	64.3%
Materials and supplies	0	0	0	84.9%
Energy	3	3	(0)	-4.6%
Risk management	23	46	23	50.8%
General & administrative	44	27	(17)	-64.0%
Vehicle/facility leases	6	11	5	44.2%
Administrative Allocation	11	11	-	0.0%
Total Operating Expenses	\$ 283	\$ 320	\$ 37	11.6%
Operating Income (Loss)	\$ (52)	\$ (189)	\$ 137	72.5%
Total Non-Operating Activities	(234)	-	(234)	-
Income (Loss) before Capital Contributions	\$ (286)	\$ (189)	\$ (97)	51.4%

Metropolitan Transit System FY23 Operating Budget – November 2022 Financial Review

MTS Board of Directors
January 26, 2023

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – NOVEMBER 30, 2022 - FY 2023

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 28,341	\$ 28,198	\$ 142	0.5%
Other Operating Revenue	\$ 9,577	\$ 9,089	\$ 488	5.4%
Operating Revenue	\$ 37,917	\$ 37,287	\$ 631	1.7%

- Fare Revenue
 - Revenue favorable to prior year by \$9.1M (47.6%)
 - Passenger revenue at 71.3% of pre-COVID baseline in November
- Other Operating Revenue
 - Favorable vehicle advertising (bus/trolley wraps)
 - Unfavorable state energy credit revenue due to low LCFS credit price

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – NOVEMBER 30, 2022 - FY 2023

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 67,735	\$ 66,467	\$ (1,267)	-1.9%
Purchased Transportation	\$ 35,658	\$ 39,169	\$ 3,511	9.0%
Other Outside Services	\$ 13,943	\$ 15,287	\$ 1,344	8.8%
Energy	\$ 20,029	\$ 18,916	\$ (1,113)	-5.9%
Other Expenses	\$ 12,728	\$ 12,637	\$ (91)	-0.7%
Operating Expenses	\$ 150,092	\$152,476	\$ 2,384	1.6%

- 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 – NOVEMBER 30, 2022 - FY 2023

TOTAL OPERATING ACTIVITIES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
MTS Operating Revenue	\$ 37,917	\$ 37,287	\$ 631	1.7%
MTS Operating Expenses	\$ 150,092	\$ 152,476	\$ 2,384	1.6%
Total Net Operating Variance	\$ (112,175)	\$ (115,190)	\$ 3,015	2.6%

- Net income favorable \$3.0M through November
 - 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. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 26, 2023

SUBJECT:

Chief Executive Officer's Report

INFORMATIONAL

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 30, 2022 – January 17, 2023.

CEO Travel Report (since last Board meeting)

N/A

Board Member Travel Report (since last Board meeting)

N/A



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
G2621.0-22	NOVA COMM	JANITORIAL SERVICES	\$0.00	12/1/2022
L1622.0-22	JACOBS ENG	AGREEMENT	\$0.00	12/27/2022
G2075.0-18WOAAE73.01	DOKKEN ENGINEERING	ADD FUNDS	\$3,380.80	1/12/2023
PWG332.4-21	SOCAL	INCREASED CARTRIDGE PRICING	\$8,339.88	12/27/2022
PWL352.0-22AE-14	HDR ENGINEERING	TROLLEY YARD EXPANSION	\$10,551.97	12/14/2022
PWG225.9-17	COMFORT MECHANICAL	AMENDMENT 9	\$14,708.00	12/2/2022
G1867.3-16	TRANSPORATATION LEARNING CENTER	AMENDMENT 3	\$16,000.00	12/15/2022
G2541.0-222541BRI03	BRI	CTAC PROJECT	\$17,314.60	1/12/2023
G2691.0-23	JMI SPORTS	SDSU SPONSORSHIP 2021-2023	\$26,000.00	1/4/2023
PWL311.0-20JOC311-04	HMS CON	60TH GRADE CROSSING CAMERA	\$26,139.44	1/12/2023
PWG302.4-20	AZTEC	ADD FUNDS AND LOCATIONS	\$26,877.00	1/13/2023
G2053.4-18.39	CIVILIAN	FY23 MARKETING SUPPORT	\$30,050.00	1/10/2023
G2053.4-18.38	CIVILIAN	DIGITAL DL DAY	\$32,400.00	1/10/2023
PWG329.1-21	JCI	ADD MID COAST	\$68,358.60	12/6/2022

REVENUE CONTRACTS AND MOUs				
Doc #	Organization	Subject	Amount	Day
S200-23-792	MAN GENERAL ENG	PEDASTAL FIBER BEYER ROE	\$750.00	12/7/2022
G2702.0-23	BIG OUTDOOR	LICENSE AGREEMENT	\$15,793,300.00	12/13/2022
G2690.0-23	BECHTEL INFRASTRUCTURE	MASS PARKING LOTS	\$896.87	12/28/2022
G2698.0-23	CHEALSEA INVEST CORP	ECTC ENA AGREEMENT	\$25,000.00	12/29/2022
G2705.0-23	TRIDENT	PRONTO PARTNERS PLUS PROGRAM	\$72,576.00	1/12/2023

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002154	11/30/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 267.92	-	-
4400002155	11/30/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 804.93	-	-
4400002156	12/1/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 202.33	-	-
4400002157	12/1/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 54.11	-	-
4400002158	12/2/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 298.44	-	-
4400002159	12/2/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 304.40	-	-
4400002160	12/5/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 113.59	-	-
4400002161	12/5/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 154.84	-	-
4400002162	12/5/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 441.27	-	-
4400002163	12/5/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 85.03	-	-
4400002164	12/5/2022	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 2,626.95	-	-
4400002165	12/5/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 1,321.20	-	-
4400002166	12/6/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 5.36	-	-
4400002167	12/6/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 138.38	-	-
4400002168	12/6/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 698.21	-	-
4400002169	12/6/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 76.15	-	-
4400002170	12/7/2022	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 179.86	-	-
4400002171	12/7/2022	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 1,121.03	-	-
4400002172	12/7/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 327.15	-	-
4400002173	12/8/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 288.85	-	-
4400002174	12/9/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 112.42	-	-
4400002175	12/9/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 156.48	-	-
4400002176	12/9/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 427.52	-	-
4400002177	12/9/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 76.15	-	-
4400002178	12/9/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 210.60	-	-
4400002179	12/13/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 130.87	-	-
4400002180	12/13/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 184.99	-	-
4400002181	12/13/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 173.02	-	-
4400002182	12/14/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 101.47	-	-
4400002183	12/14/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 62.38	-	-
4400002184	12/15/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 137.75	-	-
4400002185	12/15/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 305.67	-	-
4400002186	12/16/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 85.28	-	-
4400002187	12/16/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 60.61	-	-
4400002188	12/16/2022	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 206.96	-	-
4400002189	12/19/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 83.19	-	-
4400002190	12/20/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 73.48	-	-
4400002191	12/21/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 97.88	-	-
4400002192	12/21/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 109.14	-	-
4400002193	12/22/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 214.71	-	-
4400002194	12/22/2022	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 1,244.95	-	-
4400002195	12/23/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,270.81	-	-
4400002196	12/27/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 842.99	-	-
4400002197	12/27/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 170.77	-	-
4400002198	12/27/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 241.65	-	-
4400002199	12/29/2022	Office Depot		G200-OFFICE SUPPLIES	\$ 606.59	-	-
4400002200	1/3/2023	W.W. Grainger Inc		M180-STATION ELECTRICAL	\$ 34.06	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002201	1/3/2023	Office Depot		G200-OFFICE SUPPLIES	\$ 480.76	-	-
4400002202	1/3/2023	Office Depot		G200-OFFICE SUPPLIES	\$ 179.98	-	-
4400002203	1/9/2023	Office Depot		I110-INFORMATION TECH	\$ 34.36	-	-
4400002204	1/10/2023	Office Depot		G200-OFFICE SUPPLIES	\$ 69.30	-	-
4400002205	1/10/2023	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 435.14	-	-
4400002206	1/13/2023	W.W. Grainger Inc		G200-OFFICE SUPPLIES	\$ 64.67	-	-
4400002207	1/17/2023	W.W. Grainger Inc		G200-OFFICE SUPPLIES	\$ 421.76	-	-
4400002208	1/17/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 3,109.76	-	-
4400002209	1/17/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 3,699.54	-	-
4500051082	11/30/2022	Tony Jamison	DBE	G170-LUBRICANTS	\$ 1,336.70	-	-
4500051083	11/30/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 5,441.47	-	-
4500051084	11/30/2022	Transit Holdings Inc		B130-BUS BODY	\$ 839.99	-	-
4500051085	11/30/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 34.65	-	-
4500051086	11/30/2022	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 513.97	-	-
4500051087	11/30/2022	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 48.69	-	-
4500051088	11/30/2022	College Entrance Examination Board		P470-NEW EE TESTING	\$ 777.60	-	-
4500051089	11/30/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 2,638.53	-	-
4500051090	11/30/2022	Sid Tool Co		G180-JANITORIAL SUPPLIES	\$ 495.74	-	-
4500051091	11/30/2022	Willy's Electronic Supply Co	Small Business	M180-STATION ELECTRICAL	\$ 260.97	-	-
4500051092	11/30/2022	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 530.44	-	-
4500051093	11/30/2022	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 381.44	-	-
4500051094	11/30/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 564.25	-	-
4500051095	11/30/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 993.19	-	-
4500051096	11/30/2022	Winzer Franchise Company		G130-SHOP TOOLS	\$ 226.34	-	-
4500051097	11/30/2022	National Electrical Testing		M110-SUB STATION	\$ 2,300.00	-	-
4500051098	11/30/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 560.32	-	-
4500051099	11/30/2022	Altec Industries Inc		P210-NON-REV VEH REPAIRS	\$ 982.75	-	-
4500051100	11/30/2022	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 1,150.02	-	-
4500051101	11/30/2022	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 1,351.82	-	-
4500051102	11/30/2022	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,820.93	-	-
4500051103	11/30/2022	Mouser Electronics Inc		R170-RAIL/LRV HVAC	\$ 3,055.88	-	-
4500051104	11/30/2022	Custom Glass Solutions		R120-RAIL/LRV CAR BODY	\$ 7,008.48	-	-
4500051105	11/30/2022	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 2,901.32	-	-
4500051106	11/30/2022	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 2,901.32	-	-
4500051107	11/30/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 12,183.00	-	-
4500051108	11/30/2022	Abtech Systems Inc	Small Business	I110-INFORMATION TECH	\$ 65,508.00	-	-
4500051109	11/30/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 669.63	-	-
4500051110	11/30/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 50.36	-	-
4500051111	11/30/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 35.61	-	-
4500051112	11/30/2022	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,140.10	-	-
4500051113	11/30/2022	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 183.33	-	-
4500051114	11/30/2022	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 452.08	-	-
4500051115	11/30/2022	Gillig LLC		B130-BUS BODY	\$ 2,008.05	-	-
4500051116	11/30/2022	Freeby Signs		B130-BUS BODY	\$ 46.76	-	-
4500051117	11/30/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 190.36	-	-
4500051118	11/30/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,166.31	-	-
4500051119	11/30/2022	Zep Vehicle Care Inc		G160-PAINTS & CHEMICALS	\$ 866.14	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051120	12/1/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,143.23	-	-
4500051121	12/1/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,096.46	-	-
4500051122	12/1/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1.78	-	-
4500051124	12/1/2022	Intelligence Press, Inc.		P280-GENERAL SVC AGRMNTS	\$ 3,095.00	-	-
4500051125	12/1/2022	ESRI, Inc		I110-INFORMATION TECH	\$ 27,400.00	-	-
4500051126	12/1/2022	Midwest Bus Corporation	Small Business	B250-BUS REPAIR PARTS	\$ 1,212.19	-	-
4500051127	12/1/2022	NS Corporation		F110-SHOP/BLDG MACHINERY	\$ 328.07	-	-
4500051129	12/1/2022	Gillig LLC		B130-BUS BODY	\$ 1,198.72	-	-
4500051130	12/1/2022	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$ 70.85	-	-
4500051131	12/1/2022	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 672.90	-	-
4500051132	12/1/2022	Transit Products and Services		B130-BUS BODY	\$ 11,313.75	-	-
4500051133	12/1/2022	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 858.00	-	-
4500051134	12/1/2022	Gillig LLC		B130-BUS BODY	\$ 2,516.84	-	-
4500051135	12/1/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,820.11	-	-
4500051136	12/1/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,764.44	-	-
4500051137	12/1/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 148.95	-	-
4500051138	12/1/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 501.37	-	-
4500051139	12/1/2022	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 165.00	-	-
4500051140	12/1/2022	DigitalPro, Inc.		G230-PRINTED MATERIALS	\$ 35,449.79	-	-
4500051141	12/1/2022	Signa Digital Solutions Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 330.00	-	-
4500051142	12/1/2022	Transit Products and Services		B130-BUS BODY	\$ 6,034.00	-	-
4500051143	12/1/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 283.88	-	-
4500051144	12/1/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,802.48	-	-
4500051145	12/1/2022	Gillig LLC		B130-BUS BODY	\$ 1,910.06	-	-
4500051146	12/1/2022	CalACT		P250-PARATRANSIT	\$ 1,220.00	-	-
4500051147	12/2/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 9,176.03	-	-
4500051148	12/2/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,415.48	-	-
4500051149	12/2/2022	US Mobile Wireless		B150-BUS COMM EQUIP.	\$ 883.21	-	-
4500051150	12/2/2022	HD Supply Construction Supply, LTD.		F110-SHOP/BLDG MACHINERY	\$ 267.18	-	-
4500051151	12/2/2022	The Marpa Group, Inc		P490-MANAGEMENT TRAINING	\$ 500.00	-	-
4500051152	12/2/2022	Valvoline Inc.		B120-BUS MECHANICAL PARTS	\$ 6,486.55	-	-
4500051153	12/2/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 775.25	-	-
4500051154	12/2/2022	Louis Sardo Upholstery Inc		B130-BUS BODY	\$ 5,002.09	-	-
4500051155	12/5/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 5.55	-	-
4500051156	12/5/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 6,339.24	-	-
4500051157	12/5/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2.64	-	-
4500051158	12/5/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,688.27	-	-
4500051159	12/5/2022	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 588.03	-	-
4500051160	12/5/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 166.47	-	-
4500051161	12/5/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 13,487.88	-	-
4500051162	12/5/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 56.17	-	-
4500051163	12/5/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,496.83	-	-
4500051164	12/5/2022	Citywide Auto Glass Inc		R120-RAIL/LRV CAR BODY	\$ 1,223.50	-	-
4500051165	12/5/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 11,259.86	-	-
4500051166	12/5/2022	SPX Corporation		G290-FARE REVENUE EQUIP	\$ 236.88	-	-
4500051167	12/5/2022	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 657.28	-	-
4500051168	12/5/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,132.24	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051169	12/5/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 665.03	-	-
4500051170	12/5/2022	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$ 2,681.82	-	-
4500051171	12/5/2022	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	\$ 207.59	-	-
4500051172	12/5/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 407.56	-	-
4500051173	12/5/2022	B & S Graphics Inc		B130-BUS BODY	\$ 115.83	-	-
4500051174	12/5/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 176.95	-	-
4500051175	12/5/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 85.60	-	-
4500051176	12/5/2022	Gillig LLC		B140-BUS CHASSIS	\$ 2,274.69	-	-
4500051177	12/5/2022	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 630.06	-	-
4500051178	12/5/2022	W.W. Grainger Inc		B140-BUS CHASSIS	\$ 188.65	-	-
4500051179	12/5/2022	Genuine Parts Co		B250-BUS REPAIR PARTS	\$ 402.58	-	-
4500051180	12/5/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 270.72	-	-
4500051181	12/5/2022	OneSource Distributors, LLC		M130-CROSSING MECHANISM	\$ 718.64	-	-
4500051182	12/5/2022	All The King's Flags		M200-YARD FACILITIES	\$ 530.64	-	-
4500051183	12/5/2022	R.S. Hughes Co Inc		B130-BUS BODY	\$ 396.31	-	-
4500051184	12/5/2022	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 399.93	-	-
4500051185	12/5/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 54.78	-	-
4500051186	12/5/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 45.19	-	-
4500051187	12/5/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 9,249.47	-	-
4500051188	12/5/2022	Airgas Inc		G140-SHOP SUPPLIES	\$ 22.72	-	-
4500051189	12/5/2022	United Laboratories Inc		G180-JANITORIAL SUPPLIES	\$ 341.94	-	-
4500051190	12/5/2022	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500051191	12/5/2022	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 364.54	-	-
4500051192	12/5/2022	Daniels Tire Service		F170-MATL HANDLING EQUIP	\$ 811.63	-	-
4500051193	12/5/2022	Louis Sardo Upholstery Inc		R200-RAIL/LRV SEATING	\$ 2,582.77	-	-
4500051194	12/5/2022	Citywide Auto Glass Inc		P280-GENERAL SVC AGRMNTS	\$ 428.50	-	-
4500051195	12/5/2022	Flexible Assembly Systems, Inc.		G130-SHOP TOOLS	\$ 870.99	-	-
4500051196	12/6/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,411.44	-	-
4500051197	12/6/2022	The French Gourmet Inc		P480-EE MAINTENANCE	\$ 9,826.92	-	-
4500051198	12/6/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 74.24	-	-
4500051199	12/6/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 351.76	-	-
4500051200	12/6/2022	Siemens Mobility, Inc.		R180-RAIL/LRV LIGHTING	\$ 514.40	-	-
4500051201	12/6/2022	Uline		G200-OFFICE SUPPLIES	\$ 110.74	-	-
4500051202	12/6/2022	Chingon Custom Metal Fabrication		P280-GENERAL SVC AGRMNTS	\$ 2,200.00	-	-
4500051203	12/6/2022	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 358.90	-	-
4500051204	12/6/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 46.93	-	-
4500051205	12/6/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,432.48	-	-
4500051206	12/6/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 355.15	-	-
4500051207	12/6/2022	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 297.39	-	-
4500051208	12/6/2022	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 2,147.99	-	-
4500051209	12/6/2022	Josephson-Werdowatz &		P530-CIVIL & STRUCTURAL	\$ 2,000.00	-	-
4500051210	12/6/2022	All The King's Flags		M200-YARD FACILITIES	\$ 530.64	-	-
4500051211	12/6/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 292.45	-	-
4500051212	12/6/2022	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 150.69	-	-
4500051213	12/6/2022	Elias Hector Lopez		P280-GENERAL SVC AGRMNTS	\$ 14,100.00	-	-
4500051214	12/6/2022	Best Buy Stores LP		G200-OFFICE SUPPLIES	\$ 1,271.42	-	-
4500051215	12/6/2022	Emilia P. Ringpis		P480-EE MAINTENANCE	\$ 395.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051216	12/7/2022	J. J. Keller & Associates Inc		P490-MANAGEMENT TRAINING	\$ 2,995.00	-	-
4500051217	12/7/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,698.03	-	-
4500051218	12/7/2022	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 3,472.49	-	-
4500051219	12/7/2022	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 18,524.94	-	-
4500051220	12/7/2022	Kenneth Place		F180-BUILDING MATERIALS	\$ 430.98	-	-
4500051221	12/7/2022	Prizm Janitorial Services Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 325.00	-	-
4500051222	12/7/2022	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 214.43	-	-
4500051223	12/7/2022	David Glen Bond		G120-SECURITY	\$ 360.00	-	-
4500051224	12/7/2022	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 266.00	-	-
4500051225	12/7/2022	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 956.40	-	-
4500051226	12/7/2022	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 1,082.11	-	-
4500051227	12/7/2022	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 626.50	-	-
4500051228	12/7/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 567.26	-	-
4500051229	12/7/2022	HI-TEC Enterprises		I110-INFORMATION TECH	\$ 3,494.88	-	-
4500051230	12/7/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,706.76	-	-
4500051231	12/7/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 14.44	-	-
4500051232	12/7/2022	Transit Holdings Inc		B130-BUS BODY	\$ 2,247.87	-	-
4500051233	12/7/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 939.50	-	-
4500051235	12/8/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,134.99	-	-
4500051236	12/8/2022	Annex Warehouse Company, Inc		R240-RAIL/LRV REPR PARTS	\$ 781.65	-	-
4500051237	12/8/2022	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 73.44	-	-
4500051238	12/8/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 568.24	-	-
4500051239	12/8/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,856.93	-	-
4500051240	12/8/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 22.14	-	-
4500051241	12/8/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,111.00	-	-
4500051242	12/8/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 4,971.59	-	-
4500051243	12/8/2022	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$ 19,025.32	-	-
4500051244	12/8/2022	HI-TEC Enterprises		G170-LUBRICANTS	\$ 13,172.44	-	-
4500051245	12/8/2022	Kiel NA LLC		B250-BUS REPAIR PARTS	\$ 59.27	-	-
4500051246	12/8/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 3,451.62	-	-
4500051247	12/8/2022	Freeby Signs		B250-BUS REPAIR PARTS	\$ 154.89	-	-
4500051248	12/8/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 57.02	-	-
4500051249	12/8/2022	W.W. Grainger Inc		B110-BUS HVAC SYSTEMS	\$ 2,478.26	-	-
4500051250	12/8/2022	Gillig LLC		B130-BUS BODY	\$ 2,084.93	-	-
4500051251	12/8/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 423.03	-	-
4500051252	12/8/2022	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 468.21	-	-
4500051253	12/8/2022	TK Services Inc		B160-BUS ELECTRICAL	\$ 38.88	-	-
4500051254	12/8/2022	Airgas Inc		G140-SHOP SUPPLIES	\$ 58.44	-	-
4500051255	12/8/2022	Industrial Maintenance Supply LLC	DBE	G130-SHOP TOOLS	\$ 67.39	-	-
4500051256	12/8/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 237.27	-	-
4500051257	12/8/2022	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	\$ 175.13	-	-
4500051258	12/8/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 1,310.21	-	-
4500051259	12/8/2022	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 47.65	-	-
4500051260	12/9/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 335.01	-	-
4500051261	12/9/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,884.25	-	-
4500051262	12/9/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 3,460.72	-	-
4500051264	12/12/2022	Transit Holdings Inc		B130-BUS BODY	\$ 271.10	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051265	12/12/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 31.23	-	-
4500051266	12/12/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 146.50	-	-
4500051267	12/12/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 168.76	-	-
4500051268	12/12/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 32.49	-	-
4500051269	12/12/2022	Tony Jamison	DBE	G170-LUBRICANTS	\$ 1,424.37	-	-
4500051270	12/12/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 7,640.05	-	-
4500051271	12/12/2022	Muncie Transit Supply		B160-BUS ELECTRICAL	\$ 5.25	-	-
4500051272	12/12/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,431.89	-	-
4500051273	12/12/2022	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 426.17	-	-
4500051274	12/12/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 4,688.16	-	-
4500051275	12/12/2022	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 383.93	-	-
4500051276	12/12/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,496.83	-	-
4500051277	12/12/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 11,435.07	-	-
4500051278	12/12/2022	US Mobile Wireless		B150-BUS COMM EQUIP.	\$ 150.00	-	-
4500051279	12/13/2022	Clear Sign & Design Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 3,361.80	-	-
4500051280	12/13/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 719.17	-	-
4500051281	12/13/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 237.68	-	-
4500051282	12/13/2022	Kaman Industrial Technologies		G160-PAINTS & CHEMICALS	\$ 411.69	-	-
4500051283	12/13/2022	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	\$ 2,293.47	-	-
4500051284	12/13/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 189.52	-	-
4500051285	12/13/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 360.23	-	-
4500051286	12/13/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 2,133.80	-	-
4500051287	12/13/2022	Eaton Corporation		I110-INFORMATION TECH	\$ 68,843.79	-	-
4500051288	12/13/2022	Home Depot USA Inc		G200-OFFICE SUPPLIES	\$ 354.50	-	-
4500051289	12/13/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 197.68	-	-
4500051290	12/13/2022	W.W. Grainger Inc		B140-BUS CHASSIS	\$ 1,769.64	-	-
4500051291	12/13/2022	Gillig LLC		B160-BUS ELECTRICAL	\$ 833.66	-	-
4500051292	12/13/2022	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 418.22	-	-
4500051293	12/13/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 73.59	-	-
4500051294	12/13/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 27.82	-	-
4500051295	12/13/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 752.46	-	-
4500051296	12/13/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,997.09	-	-
4500051297	12/13/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 78.16	-	-
4500051298	12/13/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 74,055.13	-	-
4500051299	12/13/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,678.06	-	-
4500051300	12/13/2022	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 1,022.13	-	-
4500051301	12/13/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,765.23	-	-
4500051302	12/13/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,279.58	-	-
4500051303	12/13/2022	Jeyco Products Inc		G160-PAINTS & CHEMICALS	\$ 98.52	-	-
4500051304	12/13/2022	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$ 1,011.45	-	-
4500051305	12/13/2022	Freeby Signs		B130-BUS BODY	\$ 76.89	-	-
4500051306	12/13/2022	Gillig LLC		B160-BUS ELECTRICAL	\$ 2,391.75	-	-
4500051307	12/13/2022	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 88.10	-	-
4500051308	12/13/2022	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500051309	12/13/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 230.69	-	-
4500051310	12/13/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,734.14	-	-
4500051311	12/13/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 49.33	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051312	12/13/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 1,917.95	-	-
4500051313	12/13/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 123.16	-	-
4500051314	12/13/2022	TK Services Inc		B110-BUS HVAC SYSTEMS	\$ 49.35	-	-
4500051315	12/13/2022	Allied Refrigeration Inc		B250-BUS REPAIR PARTS	\$ 107.75	-	-
4500051316	12/13/2022	Genuine Parts Co		G170-LUBRICANTS	\$ 675.52	-	-
4500051317	12/13/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 51.21	-	-
4500051318	12/13/2022	3rd Generation Embroidery, Inc.		G240-UNIFORM PROCUREMENT	\$ 71.56	-	-
4500051319	12/13/2022	Sid Tool Co		G130-SHOP TOOLS	\$ 586.14	-	-
4500051320	12/13/2022	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$ 2,614.42	-	-
4500051321	12/13/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 312.51	-	-
4500051322	12/13/2022	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 739.32	-	-
4500051323	12/14/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 181.21	-	-
4500051324	12/14/2022	Steven Timme		G230-PRINTED MATERIALS	\$ 1,380.15	-	-
4500051325	12/14/2022	Data Controls Printworks Inc	Small Business	G230-PRINTED MATERIALS	\$ 377.13	-	-
4500051327	12/14/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 5,572.43	-	-
4500051328	12/14/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,702.25	-	-
4500051329	12/14/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 115.79	-	-
4500051330	12/14/2022	Vinyard Doors	Woman Owned Business	P110-BLDG MAINTENANCE	\$ 2,940.72	-	-
4500051331	12/14/2022	Transit Holdings Inc		G140-SHOP SUPPLIES	\$ 177.46	-	-
4500051332	12/14/2022	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 229.29	-	-
4500051333	12/14/2022	Home Depot USA Inc		F190-LANDSCAPING MAT'LS	\$ 569.58	-	-
4500051334	12/14/2022	Golden State Supply LLC		P210-NON-REV VEH REPAIRS	\$ 604.45	-	-
4500051335	12/14/2022	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 338.22	-	-
4500051336	12/14/2022	D's Kustom Sales & Services, LLC		G130-SHOP TOOLS	\$ 985.92	-	-
4500051337	12/14/2022	HD Supply Construction Supply, LTD.		P130-EQUIP MAINT REPR SVC	\$ 554.18	-	-
4500051338	12/14/2022	Kenneth Place		G130-SHOP TOOLS	\$ 430.95	-	-
4500051339	12/14/2022	San Diego Hydraulics, Inc.		P210-NON-REV VEH REPAIRS	\$ 920.00	-	-
4500051340	12/14/2022	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 139.00	-	-
4500051341	12/14/2022	Schunk Carbon Technology LLC		G170-LUBRICANTS	\$ 388.41	-	-
4500051342	12/14/2022	Access Professional Inc.	Small Business	M200-YARD FACILITIES	\$ 550.00	-	-
4500051343	12/14/2022	SMC Electrical Products Inc		M110-SUB STATION	\$ 5,083.65	-	-
4500051344	12/14/2022	Allied Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$ 753.07	-	-
4500051345	12/14/2022	Golden State Supply LLC		F180-BUILDING MATERIALS	\$ 32.09	-	-
4500051346	12/14/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,070.41	-	-
4500051347	12/14/2022	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 821.31	-	-
4500051348	12/14/2022	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 948.09	-	-
4500051349	12/14/2022	Willy's Electronic Supply Co	Small Business	G130-SHOP TOOLS	\$ 376.05	-	-
4500051350	12/14/2022	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 6,918.98	-	-
4500051351	12/14/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 60.56	-	-
4500051352	12/14/2022	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 51.51	-	-
4500051353	12/14/2022	Kaman Industrial Technologies		B140-BUS CHASSIS	\$ 134.66	-	-
4500051354	12/14/2022	Transit Products and Services		B130-BUS BODY	\$ 10,775.00	-	-
4500051355	12/14/2022	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$ 128.53	-	-
4500051356	12/14/2022	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 1,266.07	-	-
4500051357	12/14/2022	Winzer Franchise Company		G150-FASTENERS	\$ 319.60	-	-
4500051358	12/15/2022	Transit Holdings Inc		B130-BUS BODY	\$ 5,601.07	-	-
4500051359	12/15/2022	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$ 166.15	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051360	12/15/2022	ERICO International Corporation		M170-IMPEDANCE BOND	\$ 163.35	-	-
4500051361	12/15/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 444.79	-	-
4500051362	12/15/2022	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 45.49	-	-
4500051363	12/15/2022	Home Depot USA Inc		R230-RAIL/LRV MECHANICAL	\$ 673.85	-	-
4500051364	12/15/2022	Jamaica Bearings Co Inc		R220-RAIL/LRV TRUCKS	\$ 2,585.68	-	-
4500051365	12/15/2022	Mouser Electronics Inc		R170-RAIL/LRV HVAC	\$ 281.88	-	-
4500051366	12/15/2022	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 31,920.00	-	-
4500051367	12/15/2022	B&H Photo & Electronics Corp		R160-RAIL/LRV ELECTRICAL	\$ 1,696.57	-	-
4500051368	12/15/2022	Neopart Transit LLC		G190-SAFETY/MED SUPPLIES	\$ 79.20	-	-
4500051369	12/15/2022	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 553.57	-	-
4500051370	12/15/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 78.88	-	-
4500051371	12/15/2022	W.W. Grainger Inc		M120-OVRHEAD CATENARY SYS	\$ 101.67	-	-
4500051372	12/15/2022	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	\$ 33,519.50	-	-
4500051373	12/15/2022	Abacor, Inc.	Small Business	P210-NON-REV VEH REPAIRS	\$ 1,319.94	-	-
4500051374	12/15/2022	Aymar Industries, LLC.		R140-RAIL/LRV DOORS/RAMP	\$ 3,143.61	-	-
4500051375	12/15/2022	Winzer Franchise Company		G130-SHOP TOOLS	\$ 317.04	-	-
4500051376	12/15/2022	Transit Holdings Inc		B130-BUS BODY	\$ 271.10	-	-
4500051377	12/15/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 8,782.04	-	-
4500051378	12/15/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 74.24	-	-
4500051379	12/15/2022	Transit Holdings Inc		B130-BUS BODY	\$ 9,072.51	-	-
4500051380	12/15/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 243.80	-	-
4500051381	12/16/2022	Annex Warehouse Company, Inc		R240-RAIL/LRV REPR PARTS	\$ 1,198.77	-	-
4500051382	12/16/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 929.64	-	-
4500051383	12/16/2022	HI-TEC Enterprises		R120-RAIL/LRV CAR BODY	\$ 3,413.52	-	-
4500051384	12/16/2022	Graybar Electric Co Inc		I110-INFORMATION TECH	\$ 47.82	-	-
4500051385	12/16/2022	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 1,181.15	-	-
4500051386	12/16/2022	Fastenal Company		G140-SHOP SUPPLIES	\$ 581.84	-	-
4500051387	12/16/2022	Annex Warehouse Company, Inc		G160-PAINTS & CHEMICALS	\$ 3,982.31	-	-
4500051388	12/16/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 42.22	-	-
4500051389	12/16/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,242.71	-	-
4500051390	12/16/2022	Transit Holdings Inc		P190-REV VEHICLE REPAIRS	\$ 348.34	-	-
4500051391	12/16/2022	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 731.79	-	-
4500051392	12/16/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 1,784.67	-	-
4500051394	12/16/2022	Muncie Transit Supply		B130-BUS BODY	\$ 126.06	-	-
4500051395	12/16/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 296.21	-	-
4500051396	12/16/2022	W.W. Grainger Inc		M130-CROSSING MECHANISM	\$ 115.94	-	-
4500051397	12/16/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 17.32	-	-
4500051398	12/16/2022	Romaine Electric Corporation	Small Business	M130-CROSSING MECHANISM	\$ 1,615.54	-	-
4500051399	12/16/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 426.76	-	-
4500051400	12/16/2022	SPX Corporation		G290-FARE REVENUE EQUIP	\$ 319.37	-	-
4500051401	12/16/2022	R.S. Hughes Co Inc		B130-BUS BODY	\$ 84.80	-	-
4500051402	12/16/2022	Genuine Parts Co		B250-BUS REPAIR PARTS	\$ 206.75	-	-
4500051403	12/16/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 811.25	-	-
4500051404	12/16/2022	San Diego Friction Products, Inc.		B140-BUS CHASSIS	\$ 102.59	-	-
4500051405	12/16/2022	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,140.10	-	-
4500051406	12/16/2022	Cembre Inc		G140-SHOP SUPPLIES	\$ 1,945.23	-	-
4500051407	12/16/2022	Flexible Assembly Systems, Inc.		G130-SHOP TOOLS	\$ 1,417.10	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051408	12/19/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 28.66	-	-
4500051409	12/19/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,086.47	-	-
4500051410	12/19/2022	Siemens Mobility, Inc.		R180-RAIL/LRV LIGHTING	\$ 800.20	-	-
4500051411	12/19/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 399.70	-	-
4500051412	12/19/2022	Transit Holdings Inc		B130-BUS BODY	\$ 560.14	-	-
4500051413	12/19/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 65.55	-	-
4500051414	12/19/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 236.40	-	-
4500051415	12/19/2022	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$ 850.73	-	-
4500051416	12/19/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,285.34	-	-
4500051417	12/19/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 15.76	-	-
4500051418	12/19/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 142.17	-	-
4500051419	12/19/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 230.26	-	-
4500051420	12/19/2022	General Signals Inc		M130-CROSSING MECHANISM	\$ 24,818.72	-	-
4500051421	12/19/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 549.53	-	-
4500051422	12/19/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 1,440.39	-	-
4500051423	12/19/2022	United Laboratories Inc		G180-JANITORIAL SUPPLIES	\$ 341.94	-	-
4500051424	12/19/2022	Charter Industrial Supply Inc	Small Business	B140-BUS CHASSIS	\$ 395.13	-	-
4500051425	12/19/2022	Wesco Distribution Inc		G140-SHOP SUPPLIES	\$ 370.45	-	-
4500051426	12/19/2022	Freeby Signs		B250-BUS REPAIR PARTS	\$ 468.93	-	-
4500051427	12/19/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 48.16	-	-
4500051428	12/19/2022	Jeyco Products Inc		G140-SHOP SUPPLIES	\$ 282.90	-	-
4500051429	12/19/2022	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$ 86.40	-	-
4500051430	12/19/2022	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 82.38	-	-
4500051431	12/19/2022	Gillig LLC		B130-BUS BODY	\$ 2,411.38	-	-
4500051432	12/19/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 242.51	-	-
4500051433	12/19/2022	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$ 335.17	-	-
4500051434	12/19/2022	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$ 558.75	-	-
4500051435	12/19/2022	California Transit Association		P280-GENERAL SVC AGRMNTS	\$ 50,000.00	-	-
4500051436	12/19/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,947.74	-	-
4500051437	12/19/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 3,754.94	-	-
4500051438	12/19/2022	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 2,053.33	-	-
4500051439	12/19/2022	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 43.81	-	-
4500051440	12/19/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,650.95	-	-
4500051441	12/19/2022	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,140.10	-	-
4500051442	12/19/2022	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500051443	12/19/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 13,372.21	-	-
4500051444	12/19/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 422.55	-	-
4500051445	12/19/2022	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 86.25	-	-
4500051446	12/19/2022	Allied Electronics Inc		G140-SHOP SUPPLIES	\$ 1,772.44	-	-
4500051447	12/19/2022	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 3,224.22	-	-
4500051448	12/19/2022	American Seating Company	Small Business	R200-RAIL/LRV SEATING	\$ 58.19	-	-
4500051449	12/19/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 2,775.47	-	-
4500051450	12/19/2022	Rush Truck Centers of California		B200-BUS PWR TRAIN EQUIP	\$ 2,639.88	-	-
4500051451	12/19/2022	Winzer Franchise Company		G130-SHOP TOOLS	\$ 107.06	-	-
4500051452	12/19/2022	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 781.20	-	-
4500051453	12/19/2022	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 297.82	-	-
4500051454	12/20/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 645.92	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051455	12/20/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 64.65	-	-
4500051456	12/20/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,085.87	-	-
4500051457	12/20/2022	Allied Electronics Inc		M110-SUB STATION	\$ 1,248.13	-	-
4500051459	12/20/2022	Craig A Lebakken		I110-INFORMATION TECH	\$ 3,400.00	-	-
4500051460	12/20/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 15.54	-	-
4500051461	12/20/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 31.68	-	-
4500051462	12/20/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,811.23	-	-
4500051463	12/20/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 433.09	-	-
4500051464	12/20/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,231.87	-	-
4500051465	12/20/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 355.15	-	-
4500051466	12/20/2022	Trolley Support LLC		B250-BUS REPAIR PARTS	\$ 4,509.34	-	-
4500051467	12/20/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 48.39	-	-
4500051468	12/20/2022	Gillig LLC		B140-BUS CHASSIS	\$ 1,053.32	-	-
4500051469	12/20/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 245.95	-	-
4500051470	12/20/2022	W.W. Grainger Inc		G270-ELECTRICAL/LIGHTING	\$ 164.66	-	-
4500051471	12/20/2022	Gillig LLC		B140-BUS CHASSIS	\$ 2,805.85	-	-
4500051472	12/20/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 149.49	-	-
4500051473	12/20/2022	Freeby Signs		B130-BUS BODY	\$ 216.85	-	-
4500051474	12/20/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 37,255.00	-	-
4500051475	12/20/2022	Cox Communications Inc		P550-REAL ESTATE	\$ 619.67	-	-
4500051476	12/21/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 5.39	-	-
4500051477	12/21/2022	Transit Holdings Inc		B130-BUS BODY	\$ 400.92	-	-
4500051478	12/21/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 693.40	-	-
4500051479	12/21/2022	Synco Chemical Corporation		G170-LUBRICANTS	\$ 12,319.71	-	-
4500051480	12/21/2022	San Diego Friction Products, Inc.		B110-BUS HVAC SYSTEMS	\$ 171.53	-	-
4500051481	12/21/2022	Uline		P280-GENERAL SVC AGRMNTS	\$ 242.33	-	-
4500051482	12/21/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 70.01	-	-
4500051483	12/21/2022	Brand Makers LLC	Small Business	G250-NOVELTIES & AWARDS	\$ 2,066.63	-	-
4500051484	12/21/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 519.26	-	-
4500051485	12/21/2022	711 Print Enterprises Inc		G280-FARE MATERIALS	\$ 7,542.50	-	-
4500051486	12/21/2022	JKL Cleaning Systems	Small Business	G130-SHOP TOOLS	\$ 732.18	-	-
4500051487	12/22/2022	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 11,017.71	-	-
4500051488	12/22/2022	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 1,439.54	-	-
4500051489	12/22/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 732.49	-	-
4500051490	12/22/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 5,527.05	-	-
4500051491	12/22/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,360.97	-	-
4500051492	12/22/2022	Callfire, Inc.		P280-GENERAL SVC AGRMNTS	\$ 283.05	-	-
4500051493	12/23/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 244.16	-	-
4500051494	12/23/2022	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 1,676.38	-	-
4500051495	12/23/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,507.09	-	-
4500051496	12/23/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,557.57	-	-
4500051497	12/23/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 992.43	-	-
4500051498	12/23/2022	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 873.63	-	-
4500051499	12/23/2022	Siemens Mobility, Inc.		M180-STATION ELECTRICAL	\$ 754.25	-	-
4500051500	12/23/2022	Thompson Building Materials		R230-RAIL/LRV MECHANICAL	\$ 3,053.29	-	-
4500051501	12/23/2022	Staples Contract & Commercial Inc		P280-GENERAL SVC AGRMNTS	\$ 222.69	-	-
4500051502	12/23/2022	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 1,001.04	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051503	12/23/2022	W.W. Grainger Inc		B130-BUS BODY	\$ 838.27	-	-
4500051504	12/23/2022	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 458.00	-	-
4500051505	12/23/2022	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 804.00	-	-
4500051506	12/23/2022	Canada Ticket Inc.		G280-FARE MATERIALS	\$ 12,994.54	-	-
4500051507	12/23/2022	USSC Acquisition Corp		B250-BUS REPAIR PARTS	\$ 543.93	-	-
4500051508	12/23/2022	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 1,239.13	-	-
4500051509	12/23/2022	HD Supply Construction Supply, LTD.		F110-SHOP/BLDG MACHINERY	\$ 333.97	-	-
4500051510	12/23/2022	Gillig LLC		B120-BUS MECHANICAL PARTS	\$ 3,064.87	-	-
4500051511	12/23/2022	Industrial Maintenance Supply LLC	DBE	B140-BUS CHASSIS	\$ 183.13	-	-
4500051512	12/23/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 592.10	-	-
4500051513	12/23/2022	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 49.66	-	-
4500051514	12/23/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 2,116.75	-	-
4500051515	12/23/2022	Harbor Diesel & Equipment		G170-LUBRICANTS	\$ 7,836.88	-	-
4500051516	12/23/2022	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$ 209.04	-	-
4500051517	12/23/2022	Jeyco Products Inc		G140-SHOP SUPPLIES	\$ 36.42	-	-
4500051518	12/23/2022	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$ 122.18	-	-
4500051519	12/23/2022	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 22.41	-	-
4500051520	12/23/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 52.20	-	-
4500051521	12/23/2022	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,140.10	-	-
4500051522	12/23/2022	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 83.64	-	-
4500051523	12/27/2022	Calmat		T160-TRACK, AGGREGATES	\$ 2,934.31	-	-
4500051524	12/27/2022	Bryce Fastener		P280-GENERAL SVC AGRMNTS	\$ 376.00	-	-
4500051525	12/27/2022	DigitalPro, Inc.		G230-PRINTED MATERIALS	\$ 56,137.78	-	-
4500051526	12/27/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 42.86	-	-
4500051527	12/27/2022	Trentman Corporation	Small Business	P280-GENERAL SVC AGRMNTS	\$ 77.67	-	-
4500051528	12/27/2022	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 430.98	-	-
4500051529	12/27/2022	Cummins Pacific LLC		B160-BUS ELECTRICAL	\$ 5,899.83	-	-
4500051530	12/27/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,954.79	-	-
4500051531	12/27/2022	Walk San Diego		P310-ADVERTISING SERVICES	\$ 2,500.00	-	-
4500051532	12/27/2022	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$ 11,357.55	-	-
4500051533	12/27/2022	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 352.48	-	-
4500051534	12/27/2022	HI-TEC Enterprises		R120-RAIL/LRV CAR BODY	\$ 3,413.52	-	-
4500051535	12/27/2022	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 412.65	-	-
4500051536	12/27/2022	Safeway, Inc.		G260-MEDIA	\$ 150.00	-	-
4500051537	12/27/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 28.86	-	-
4500051538	12/27/2022	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 948.04	-	-
4500051539	12/27/2022	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	\$ 1,237.02	-	-
4500051540	12/27/2022	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 1,128.10	-	-
4500051541	12/27/2022	Fastenal Company		G170-LUBRICANTS	\$ 1,191.55	-	-
4500051542	12/27/2022	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 377.11	-	-
4500051543	12/27/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 1,393.14	-	-
4500051544	12/27/2022	Allied Electronics Inc		M110-SUB STATION	\$ 1,610.36	-	-
4500051545	12/27/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,267.45	-	-
4500051546	12/27/2022	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 13,218.81	-	-
4500051547	12/27/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,873.34	-	-
4500051548	12/27/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,604.42	-	-
4500051549	12/27/2022	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 539.84	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051550	12/27/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,299.41	-	-
4500051551	12/27/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 101.75	-	-
4500051552	12/27/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 98.10	-	-
4500051553	12/27/2022	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 1,050.89	-	-
4500051554	12/27/2022	Compressed Air Systems Engineering		F110-SHOP/BLDG MACHINERY	\$ 213.35	-	-
4500051555	12/27/2022	Gillig LLC		B130-BUS BODY	\$ 1,157.81	-	-
4500051556	12/27/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 60.55	-	-
4500051557	12/27/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 255.15	-	-
4500051558	12/27/2022	Transit Holdings Inc		B140-BUS CHASSIS	\$ 538.96	-	-
4500051559	12/27/2022	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 43,056.00	-	-
4500051560	12/27/2022	Office Depot		G140-SHOP SUPPLIES	\$ 523.04	-	-
4500051562	12/27/2022	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 3,636.57	-	-
4500051563	12/27/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 9,096.26	-	-
4500051564	12/27/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 25.39	-	-
4500051565	12/27/2022	Compressed Air Systems Engineering		F180-BUILDING MATERIALS	\$ 1,196.03	-	-
4500051566	12/27/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 18.63	-	-
4500051567	12/27/2022	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 49.54	-	-
4500051568	12/28/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 133.18	-	-
4500051569	12/28/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,310.35	-	-
4500051570	12/28/2022	Midwest Bus Corporation	Small Business	B130-BUS BODY	\$ 2,424.38	-	-
4500051571	12/28/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 7.24	-	-
4500051572	12/28/2022	Transit Holdings Inc		G140-SHOP SUPPLIES	\$ 41.57	-	-
4500051573	12/28/2022	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,170.08	-	-
4500051574	12/28/2022	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 357.44	-	-
4500051575	12/28/2022	Gillig LLC		B130-BUS BODY	\$ 654.45	-	-
4500051576	12/28/2022	Jeyco Products Inc		G130-SHOP TOOLS	\$ 263.04	-	-
4500051577	12/28/2022	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,140.10	-	-
4500051578	12/28/2022	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 18.48	-	-
4500051579	12/28/2022	Aztec Fire & Safety		G140-SHOP SUPPLIES	\$ 1,696.11	-	-
4500051580	12/28/2022	Muncie Transit Supply		B140-BUS CHASSIS	\$ 440.74	-	-
4500051581	12/28/2022	USSC Acquisition Corp		B130-BUS BODY	\$ 2,175.74	-	-
4500051582	12/28/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 762.49	-	-
4500051583	12/28/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 364.59	-	-
4500051584	12/28/2022	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 1,739.40	-	-
4500051585	12/28/2022	HD Supply Construction Supply, LTD.		F110-SHOP/BLDG MACHINERY	\$ 400.77	-	-
4500051586	12/28/2022	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 107.80	-	-
4500051587	12/28/2022	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 2,307.21	-	-
4500051588	12/28/2022	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,371.37	-	-
4500051589	12/28/2022	The Gordian Group, Inc.		T110-TRACK, RAIL	\$ 484.44	-	-
4500051590	12/28/2022	The Gordian Group, Inc.		T110-TRACK, RAIL	\$ 1,059.94	-	-
4500051592	12/28/2022	HDR Engineering Inc		P520-A & E/DESIGN	\$ 10,551.97	-	-
4500051593	12/29/2022	American Battery Corporation	Small Business	M110-SUB STATION	\$ 9,399.34	-	-
4500051594	12/29/2022	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$ 128.74	-	-
4500051595	12/29/2022	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 19.91	-	-
4500051596	12/29/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,127.60	-	-
4500051597	12/29/2022	ERICO International Corporation		M170-IMPEDANCE BOND	\$ 684.63	-	-
4500051598	12/29/2022	Gillig LLC		R120-RAIL/LRV CAR BODY	\$ 10,312.64	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051599	12/29/2022	Nova Commercial Co., Inc.		P280-GENERAL SVC AGRMNTS	\$ 64,386.00	-	-
4500051600	12/29/2022	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$ 391.13	-	-
4500051601	12/29/2022	Kenneth Place		P130-EQUIP MAINT REPR SVC	\$ 435.49	-	-
4500051602	12/29/2022	Nova Commercial Co., Inc.		G180-JANITORIAL SUPPLIES	\$ 8,508.00	-	-
4500051604	12/29/2022	Eran Hason		F180-BUILDING MATERIALS	\$ 197.37	-	-
4500051605	12/29/2022	Cummins-Allison		G290-FARE REVENUE EQUIP	\$ 4,182.54	-	-
4500051606	12/29/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 399.56	-	-
4500051607	12/29/2022	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 16,533.52	-	-
4500051608	12/29/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,114.35	-	-
4500051609	12/29/2022	Home Depot USA Inc		P120-BLDG/FACILITY REPRS	\$ 635.73	-	-
4500051610	12/29/2022	Rambuilt Glass LLC		G110-BUS/TROLLEY SIGNAGE	\$ 1,850.00	-	-
4500051611	12/29/2022	Culligan of San Diego		M140-WAYSIDE SIGNALS	\$ 45.26	-	-
4500051612	12/29/2022	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,742.67	-	-
4500051613	12/29/2022	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 4,055.24	-	-
4500051614	12/29/2022	Michael A. Anderson		C120-SPECIALTY CONTRACTOR	\$ 4,550.00	-	-
4500051615	12/29/2022	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,208.46	-	-
4500051616	12/29/2022	Synco Chemical Corporation		G170-LUBRICANTS	\$ 558.37	-	-
4500051617	12/29/2022	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 179.28	-	-
4500051618	12/29/2022	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 1,945.39	-	-
4500051619	12/30/2022	Transit Holdings Inc		B130-BUS BODY	\$ 271.10	-	-
4500051620	12/30/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 996.62	-	-
4500051621	12/30/2022	Muncie Transit Supply		B140-BUS CHASSIS	\$ 5.45	-	-
4500051622	12/30/2022	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 28.15	-	-
4500051623	12/30/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,104.25	-	-
4500051624	12/30/2022	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 73.27	-	-
4500051625	12/30/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,836.76	-	-
4500051626	12/30/2022	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$ 13.02	-	-
4500051627	12/30/2022	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 894.92	-	-
4500051628	12/30/2022	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	\$ 2,456.70	-	-
4500051629	12/30/2022	Transit Holdings Inc		B130-BUS BODY	\$ 1,297.18	-	-
4500051630	12/30/2022	Jeyco Products Inc		G150-FASTENERS	\$ 686.95	-	-
4500051631	12/30/2022	Inland Kenworth (US) Inc		B130-BUS BODY	\$ 1,150.42	-	-
4500051632	12/30/2022	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$ 538.21	-	-
4500051633	12/30/2022	Kidde Technologies Inc		B250-BUS REPAIR PARTS	\$ 642.94	-	-
4500051634	12/30/2022	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$ 2,263.70	-	-
4500051635	12/30/2022	San Diego Friction Products, Inc.		B250-BUS REPAIR PARTS	\$ 26.56	-	-
4500051636	12/30/2022	Cox Communications Inc		P280-GENERAL SVC AGRMNTS	\$ 7,990.00	-	-
4500051637	12/30/2022	Reid and Clark Screen Arts Co		G140-SHOP SUPPLIES	\$ 1,070.50	-	-
4500051638	12/30/2022	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 1,009.36	-	-
4500051639	12/30/2022	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,172.59	-	-
4500051640	12/30/2022	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 618.01	-	-
4500051641	12/30/2022	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,116.27	-	-
4500051642	12/30/2022	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$ 45.60	-	-
4500051643	12/30/2022	ODP Business Solutions, LLC		G210-OFFICE FURNITURE	\$ 1,788.64	-	-
4500051644	12/30/2022	The Gordian Group, Inc.		C120-SPECIALTY CONTRACTOR	\$ 2,733.57	-	-
4500051646	1/3/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 442.20	-	-
4500051647	1/3/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 2,740.52	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051648	1/3/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,944.41	-	-
4500051649	1/3/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 10.78	-	-
4500051650	1/3/2023	Transit Holdings Inc		B130-BUS BODY	\$ 3,125.33	-	-
4500051651	1/3/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,566.72	-	-
4500051652	1/3/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,148.06	-	-
4500051653	1/3/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 863.73	-	-
4500051654	1/3/2023	Sid Tool Co		G130-SHOP TOOLS	\$ 456.17	-	-
4500051655	1/3/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 1,022.64	-	-
4500051656	1/3/2023	SANDAG		C120-SPECIALTY CONTRACTOR	\$ 5,000.00	-	-
4500051657	1/3/2023	Willy's Electronic Supply Co	Small Business	R160-RAIL/LRV ELECTRICAL	\$ 318.70	-	-
4500051658	1/3/2023	Erin Yena Lee		P310-ADVERTISING SERVICES	\$ 5,000.00	-	-
4500051659	1/3/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 2,302.70	-	-
4500051660	1/3/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 805.05	-	-
4500051661	1/3/2023	Kaman Industrial Technologies		G140-SHOP SUPPLIES	\$ 82.92	-	-
4500051663	1/3/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,273.62	-	-
4500051664	1/3/2023	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 11,148.38	-	-
4500051665	1/3/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 639.35	-	-
4500051666	1/3/2023	Norman Industrial Materials		G140-SHOP SUPPLIES	\$ 391.96	-	-
4500051667	1/3/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,058.38	-	-
4500051668	1/3/2023	Transit Holdings Inc		B130-BUS BODY	\$ 16.38	-	-
4500051669	1/3/2023	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$ 120.68	-	-
4500051670	1/3/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 145.46	-	-
4500051671	1/3/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 19.55	-	-
4500051672	1/3/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,248.83	-	-
4500051673	1/3/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 158.52	-	-
4500051674	1/3/2023	Jeyco Products Inc		G140-SHOP SUPPLIES	\$ 30.19	-	-
4500051675	1/3/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,763.13	-	-
4500051676	1/3/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 115.60	-	-
4500051677	1/3/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,004.17	-	-
4500051678	1/3/2023	Kaman Industrial Technologies		G130-SHOP TOOLS	\$ 104.64	-	-
4500051679	1/3/2023	Ricon Corporation		R120-RAIL/LRV CAR BODY	\$ 2,087.20	-	-
4500051680	1/4/2023	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$ 1,732.53	-	-
4500051681	1/4/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,799.66	-	-
4500051682	1/4/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 9,087.20	-	-
4500051683	1/4/2023	Midwest Bus Corporation	Small Business	B130-BUS BODY	\$ 795.20	-	-
4500051684	1/4/2023	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 124.94	-	-
4500051685	1/4/2023	Simmons Boardman Books Inc		P540-MAINTENANCE TRAINING	\$ 204.70	-	-
4500051686	1/4/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 1,510.23	-	-
4500051687	1/4/2023	Kenneth Place		G130-SHOP TOOLS	\$ 430.98	-	-
4500051688	1/4/2023	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 201.53	-	-
4500051689	1/4/2023	Winzer Franchise Company		G270-ELECTRICAL/LIGHTING	\$ 22.98	-	-
4500051690	1/4/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 1,022.64	-	-
4500051691	1/4/2023	Willy's Electronic Supply Co	Small Business	R160-RAIL/LRV ELECTRICAL	\$ 67.49	-	-
4500051692	1/4/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 1,196.80	-	-
4500051693	1/4/2023	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$ 510.70	-	-
4500051694	1/4/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 1,168.90	-	-
4500051695	1/4/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 4,027.70	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051696	1/4/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 645.92	-	-
4500051697	1/4/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 100.32	-	-
4500051698	1/4/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 921.85	-	-
4500051699	1/4/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 245.67	-	-
4500051700	1/4/2023	General Signals Inc		M130-CROSSING MECHANISM	\$ 12,084.29	-	-
4500051701	1/4/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 2,629.10	-	-
4500051702	1/4/2023	Gillig LLC		B130-BUS BODY	\$ 4,275.39	-	-
4500051703	1/4/2023	Smith Systems Inc		R220-RAIL/LRV TRUCKS	\$ 1,875.41	-	-
4500051704	1/4/2023	Fastenal Company		G130-SHOP TOOLS	\$ 32.20	-	-
4500051705	1/4/2023	Zemarc Corporation	Small Business	T120-TRACK, LUBRICATORS	\$ 3,297.66	-	-
4500051706	1/4/2023	OneSource Distributors, LLC		G140-SHOP SUPPLIES	\$ 3,894.75	-	-
4500051707	1/5/2023	JMIS College LLC		G260-MEDIA	\$ 26,000.00	-	-
4500051708	1/5/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 269.38	-	-
4500051709	1/5/2023	Data Controls Printworks Inc	Small Business	P310-ADVERTISING SERVICES	\$ 474.10	-	-
4500051710	1/5/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 8,774.27	-	-
4500051711	1/5/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,065.55	-	-
4500051712	1/5/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,102.72	-	-
4500051713	1/5/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 174.56	-	-
4500051714	1/5/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 8,727.75	-	-
4500051716	1/5/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 98.70	-	-
4500051717	1/5/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 134.54	-	-
4500051718	1/5/2023	Feast California Cafe LLC		G250-NOVELTIES & AWARDS	\$ 2,600.00	-	-
4500051719	1/5/2023	Gillig LLC		B140-BUS CHASSIS	\$ 472.45	-	-
4500051720	1/5/2023	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$ 570.10	-	-
4500051721	1/5/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 222.74	-	-
4500051722	1/5/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 154.99	-	-
4500051723	1/5/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 116.53	-	-
4500051724	1/5/2023	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,350.97	-	-
4500051725	1/5/2023	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 266.51	-	-
4500051726	1/5/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 434.62	-	-
4500051727	1/5/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,673.38	-	-
4500051728	1/5/2023	Muncie Transit Supply		B160-BUS ELECTRICAL	\$ 16.27	-	-
4500051729	1/5/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,151.62	-	-
4500051730	1/5/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 312.26	-	-
4500051731	1/5/2023	TK Services Inc		B160-BUS ELECTRICAL	\$ 38.88	-	-
4500051732	1/5/2023	Jeyco Products Inc		G140-SHOP SUPPLIES	\$ 535.09	-	-
4500051733	1/5/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 262.07	-	-
4500051734	1/5/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 32.75	-	-
4500051735	1/5/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 476.35	-	-
4500051736	1/5/2023	Gillig LLC		G140-SHOP SUPPLIES	\$ 340.06	-	-
4500051737	1/5/2023	Kaman Industrial Technologies		B130-BUS BODY	\$ 1,282.80	-	-
4500051738	1/5/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 1,917.95	-	-
4500051739	1/6/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,433.89	-	-
4500051740	1/6/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 71.18	-	-
4500051741	1/6/2023	Thales Consulting Inc		P400-FINANCIAL & AUDIT	\$ 1,800.00	-	-
4500051742	1/6/2023	Transit Holdings Inc		B130-BUS BODY	\$ 813.29	-	-
4500051743	1/6/2023	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 2,306.33	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051744	1/6/2023	Mouser Electronics Inc		B250-BUS REPAIR PARTS	\$ 22.45	-	-
4500051745	1/6/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 152.28	-	-
4500051746	1/6/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500051747	1/6/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 72.73	-	-
4500051748	1/6/2023	Industrial Maintenance Supply LLC	DBE	G130-SHOP TOOLS	\$ 116.75	-	-
4500051749	1/6/2023	Wesco Distribution Inc		G140-SHOP SUPPLIES	\$ 370.45	-	-
4500051750	1/6/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 529.67	-	-
4500051751	1/6/2023	Jeyco Products Inc		G170-LUBRICANTS	\$ 266.88	-	-
4500051752	1/6/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 255.69	-	-
4500051753	1/6/2023	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	\$ 178.44	-	-
4500051754	1/6/2023	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 809.35	-	-
4500051755	1/6/2023	Oldcastle Precast Inc.		M180-STATION ELECTRICAL	\$ 334.03	-	-
4500051756	1/6/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,632.31	-	-
4500051757	1/6/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 6.36	-	-
4500051758	1/6/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,444.36	-	-
4500051759	1/6/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 873.63	-	-
4500051760	1/6/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 308.59	-	-
4500051761	1/6/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 728.62	-	-
4500051762	1/6/2023	Gillig LLC		B130-BUS BODY	\$ 2,958.41	-	-
4500051763	1/6/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 329.12	-	-
4500051764	1/6/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,423.71	-	-
4500051765	1/6/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 17.15	-	-
4500051766	1/6/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500051767	1/6/2023	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$ 19,009.09	-	-
4500051768	1/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 211.83	-	-
4500051769	1/9/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,013.03	-	-
4500051770	1/9/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,246.63	-	-
4500051771	1/9/2023	Siemens Mobility, Inc.		R130-RAIL/LRV COUPLER	\$ 519.53	-	-
4500051772	1/9/2023	Tony Jamison	DBE	G170-LUBRICANTS	\$ 146.63	-	-
4500051773	1/9/2023	RegACar Inc		B250-BUS REPAIR PARTS	\$ 142.00	-	-
4500051774	1/9/2023	ChargePoint, Inc		B150-BUS COMM EQUIP.	\$ 10,493.99	-	-
4500051775	1/9/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,550.42	-	-
4500051776	1/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,406.11	-	-
4500051777	1/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,775.37	-	-
4500051778	1/9/2023	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$ 41.70	-	-
4500051779	1/9/2023	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 80.41	-	-
4500051780	1/9/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 268.69	-	-
4500051781	1/9/2023	Data Alliance Inc		R150-RAIL/LRV COMM EQUIP	\$ 70.68	-	-
4500051782	1/9/2023	Net Sol Parent, LLC		I110-INFORMATION TECH	\$ 441.81	-	-
4500051783	1/9/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500051784	1/9/2023	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 12,390.64	-	-
4500051785	1/9/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 2,805.53	-	-
4500051786	1/9/2023	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	\$ 17,488.84	-	-
4500051787	1/9/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 590.81	-	-
4500051788	1/9/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 91.41	-	-
4500051789	1/9/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 460.31	-	-
4500051790	1/9/2023	Gillig LLC		B120-BUS MECHANICAL PARTS	\$ 4,237.57	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051791	1/9/2023	TK Services Inc		B160-BUS ELECTRICAL	\$ 77.76	-	-
4500051792	1/9/2023	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	\$ 220.04	-	-
4500051793	1/9/2023	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 2,688.57	-	-
4500051794	1/9/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 65.29	-	-
4500051795	1/9/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 289.16	-	-
4500051796	1/9/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 154.25	-	-
4500051797	1/9/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 1,158.01	-	-
4500051798	1/9/2023	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 947.58	-	-
4500051799	1/9/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 3,760.30	-	-
4500051800	1/9/2023	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$ 3,782.63	-	-
4500051801	1/9/2023	Gillig LLC		B140-BUS CHASSIS	\$ 2,805.85	-	-
4500051802	1/9/2023	San Diego Friction Products, Inc.		B110-BUS HVAC SYSTEMS	\$ 377.37	-	-
4500051804	1/9/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 1,175.40	-	-
4500051805	1/9/2023	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	\$ 1,553.03	-	-
4500051806	1/9/2023	Freeby Signs		B130-BUS BODY	\$ 84.10	-	-
4500051807	1/9/2023	Mohawk Mfg & Supply Co		B130-BUS BODY	\$ 94.65	-	-
4500051808	1/9/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 19.80	-	-
4500051809	1/9/2023	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 3,249.00	-	-
4500051810	1/9/2023	Vinyard Doors	Woman Owned Business	F110-SHOP/BLDG MACHINERY	\$ 1,854.99	-	-
4500051811	1/10/2023	1099Express.com Inc		P400-FINANCIAL & AUDIT	\$ 233.00	-	-
4500051812	1/10/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 273.02	-	-
4500051813	1/10/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 226.85	-	-
4500051814	1/10/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,893.45	-	-
4500051815	1/10/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 245.67	-	-
4500051816	1/10/2023	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$ 728.48	-	-
4500051817	1/10/2023	Staples Contract & Commercial Inc		P280-GENERAL SVC AGRMNTS	\$ 44.07	-	-
4500051818	1/10/2023	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$ 650.57	-	-
4500051819	1/10/2023	California Stamp Company	Small Business	G200-OFFICE SUPPLIES	\$ 434.18	-	-
4500051820	1/10/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 32.33	-	-
4500051821	1/10/2023	Cembre Inc		M120-OVRHEAD CATENARY SYS	\$ 1,684.48	-	-
4500051822	1/10/2023	HI-TEC Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 4,412.37	-	-
4500051823	1/10/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 130.26	-	-
4500051824	1/10/2023	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	\$ 1,579.60	-	-
4500051825	1/10/2023	Norman Industrial Materials		G140-SHOP SUPPLIES	\$ 166.95	-	-
4500051826	1/10/2023	TESSCO Technologies Incorporated		P190-REV VEHICLE REPAIRS	\$ 400.18	-	-
4500051827	1/10/2023	Radwell International Inc		M110-SUB STATION	\$ 2,966.17	-	-
4500051828	1/10/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 149.19	-	-
4500051829	1/10/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 142.94	-	-
4500051830	1/10/2023	Gillig LLC		B130-BUS BODY	\$ 85.55	-	-
4500051831	1/10/2023	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$ 75.78	-	-
4500051832	1/10/2023	R.S. Hughes Co Inc		B130-BUS BODY	\$ 264.21	-	-
4500051833	1/10/2023	Muncie Transit Supply		B130-BUS BODY	\$ 144.64	-	-
4500051834	1/10/2023	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	\$ 153.84	-	-
4500051835	1/10/2023	Compressed Air Systems Engineering		F110-SHOP/BLDG MACHINERY	\$ 209.04	-	-
4500051836	1/10/2023	Jeyco Products Inc		G130-SHOP TOOLS	\$ 20.60	-	-
4500051837	1/10/2023	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 136.42	-	-
4500051838	1/10/2023	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$ 1,685.75	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051839	1/10/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,111.00	-	-
4500051840	1/10/2023	Golden State Supply LLC		A140-AUTO/TRUCK REPAIR	\$ 43.60	-	-
4500051841	1/10/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 776.89	-	-
4500051842	1/11/2023	A-B-CPR & First Aid Training Inc	Small Business	G120-SECURITY	\$ 1,210.00	-	-
4500051843	1/11/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 24.79	-	-
4500051844	1/11/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 852.35	-	-
4500051845	1/11/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 4,906.91	-	-
4500051846	1/11/2023	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 2,837.48	-	-
4500051847	1/11/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 106.40	-	-
4500051848	1/11/2023	Muncie Transit Supply		B160-BUS ELECTRICAL	\$ 5.25	-	-
4500051849	1/11/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 5,119.24	-	-
4500051850	1/11/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 91.59	-	-
4500051851	1/11/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 586.73	-	-
4500051852	1/11/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 96.49	-	-
4500051853	1/11/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 480.25	-	-
4500051854	1/11/2023	Sherwin Williams Company		G140-SHOP SUPPLIES	\$ 34.92	-	-
4500051855	1/11/2023	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 393.88	-	-
4500051856	1/11/2023	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 181.06	-	-
4500051857	1/11/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,946.87	-	-
4500051858	1/11/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 36.49	-	-
4500051859	1/11/2023	Freeby Signs		B130-BUS BODY	\$ 8.62	-	-
4500051860	1/11/2023	Wesco Distribution Inc		G140-SHOP SUPPLIES	\$ 370.45	-	-
4500051861	1/11/2023	Transit Holdings Inc		B130-BUS BODY	\$ 163.33	-	-
4500051862	1/11/2023	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	\$ 968.16	-	-
4500051863	1/11/2023	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 263.77	-	-
4500051864	1/11/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,384.73	-	-
4500051865	1/11/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 2,586.00	-	-
4500051866	1/11/2023	Graybar Electric Co Inc		I110-INFORMATION TECH	\$ 2,854.73	-	-
4500051867	1/12/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 3,035.32	-	-
4500051868	1/12/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 16,426.27	-	-
4500051869	1/12/2023	Tony Jamison	DBE	G170-LUBRICANTS	\$ 1,336.70	-	-
4500051870	1/12/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,698.03	-	-
4500051871	1/12/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 60.60	-	-
4500051872	1/12/2023	Transit Holdings Inc		G290-FARE REVENUE EQUIP	\$ 7,212.03	-	-
4500051873	1/12/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 15,083.60	-	-
4500051874	1/12/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 16.70	-	-
4500051875	1/12/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,571.04	-	-
4500051876	1/12/2023	ColorID LLC	Small Business	G200-OFFICE SUPPLIES	\$ 703.07	-	-
4500051877	1/12/2023	Amazon.com Sales, Inc.		G210-OFFICE FURNITURE	\$ 341.30	-	-
4500051878	1/12/2023	Industrial Maintenance Supply LLC	DBE	G130-SHOP TOOLS	\$ 194.15	-	-
4500051879	1/12/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 465.48	-	-
4500051880	1/12/2023	Home Depot USA Inc		G190-SAFETY/MED SUPPLIES	\$ 614.53	-	-
4500051881	1/12/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,740.65	-	-
4500051882	1/12/2023	Gillig LLC		B130-BUS BODY	\$ 32.93	-	-
4500051883	1/12/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 142.75	-	-
4500051884	1/12/2023	W.W. Grainger Inc		B130-BUS BODY	\$ 602.62	-	-
4500051885	1/12/2023	TAKKT America Holding Inc		G210-OFFICE FURNITURE	\$ 1,637.32	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051886	1/12/2023	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 5,412.83	-	-
4500051887	1/12/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 1,938.78	-	-
4500051888	1/13/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,883.23	-	-
4500051889	1/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,066.92	-	-
4500051891	1/13/2023	ERI Economic Research Institute		G200-OFFICE SUPPLIES	\$ 4,989.00	-	-
4500051892	1/13/2023	TAKKT America Holding Inc		G210-OFFICE FURNITURE	\$ 3,841.76	-	-
4500051893	1/13/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,275.14	-	-
4500051894	1/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 710.36	-	-
4500051895	1/13/2023	AutoLiftsUSA LLC		F110-SHOP/BLDG MACHINERY	\$ 4,145.08	-	-
4500051896	1/16/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500051897	1/16/2023	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	\$ 12,613.59	-	-
4500051898	1/16/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 63,555.26	-	-
4500051899	1/16/2023	Genuine Parts Co		R180-RAIL/LRV LIGHTING	\$ 6,753.23	-	-
4500051900	1/16/2023	Knorr Brake Holding Corporation		R140-RAIL/LRV DOORS/RAMP	\$ 5,986.59	-	-
4500051901	1/16/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 4,038.05	-	-
4500051902	1/16/2023	Professional Contractors Supplies		G190-SAFETY/MED SUPPLIES	\$ 914.86	-	-
4500051903	1/16/2023	Winzer Franchise Company		R160-RAIL/LRV ELECTRICAL	\$ 1,063.48	-	-
4500051904	1/16/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 238.09	-	-
4500051905	1/16/2023	Terra Bella Nursery, Inc		F190-LANDSCAPING MAT'LS	\$ 2,488.86	-	-
4500051906	1/16/2023	Shilpark Paint Corp.		F180-BUILDING MATERIALS	\$ 84.72	-	-
4500051907	1/16/2023	Simmons Boardman Books Inc		P540-MAINTENANCE TRAINING	\$ 207.85	-	-
4500051908	1/16/2023	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	\$ 355.41	-	-
4500051909	1/16/2023	NSH USA Corporation		G140-SHOP SUPPLIES	\$ 991.30	-	-
4500051910	1/16/2023	Winzer Franchise Company		G150-FASTENERS	\$ 123.69	-	-
4500051911	1/16/2023	A to Z Enterprises, Inc.		P280-GENERAL SVC AGRMNTS	\$ 90.00	-	-
4500051912	1/16/2023	SPX Corporation		B250-BUS REPAIR PARTS	\$ 326.00	-	-
4500051913	1/16/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 106.99	-	-
4500051914	1/16/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 37.68	-	-
4500051915	1/16/2023	Compressed Air Systems Engineering		F110-SHOP/BLDG MACHINERY	\$ 182.10	-	-
4500051916	1/16/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 289.16	-	-
4500051917	1/16/2023	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,091.86	-	-
4500051918	1/16/2023	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,491.10	-	-
4500051919	1/16/2023	Gillig LLC		B140-BUS CHASSIS	\$ 854.99	-	-
4500051920	1/16/2023	Reid and Clark Screen Arts Co		R130-RAIL/LRV COUPLER	\$ 61.42	-	-
4500051921	1/16/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,274.69	-	-
4500051922	1/16/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 1,150.70	-	-
4500051923	1/16/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 2,446.61	-	-
4500051924	1/16/2023	Cembre Inc		M120-OVRHEAD CATENARY SYS	\$ 1,684.48	-	-
4500051925	1/16/2023	Golden State Supply LLC		F180-BUILDING MATERIALS	\$ 32.09	-	-
4500051926	1/16/2023	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 212.29	-	-
4500051927	1/16/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 1,012.85	-	-
4500051928	1/16/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 3,835.90	-	-
4500051929	1/16/2023	Jeyco Products Inc		G200-OFFICE SUPPLIES	\$ 135.17	-	-
4500051930	1/16/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 3,021.90	-	-
4500051931	1/16/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 699.31	-	-
4500051932	1/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 536.60	-	-
4500051933	1/17/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 155.37	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500051934	1/17/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 186.09	-	-
4500051935	1/17/2023	Transit Holdings Inc		B130-BUS BODY	\$ 8,276.79	-	-
4500051936	1/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 30.71	-	-
4500051937	1/17/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 2,091.75	-	-
4500051938	1/17/2023	SANDAG		P390-LOBBYING	\$ 4,500.00	-	-
4500051939	1/17/2023	Clear Sign & Design Inc	Small Business	G230-PRINTED MATERIALS	\$ 9,357.60	-	-
4500051940	1/17/2023	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$ 1,966.44	-	-
4500051941	1/17/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 294.70	-	-
4500051942	1/17/2023	Robcar Corporation	Woman Owned Business	G190-SAFETY/MED SUPPLIES	\$ 324.38	-	-
4500051943	1/17/2023	CDW LLC		I110-INFORMATION TECH	\$ 3,368.77	-	-
4500051944	1/17/2023	California Air Compressor Company		F120-BUS/LRV PAINT BOOTHS	\$ 413.00	-	-
4500051945	1/17/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 752.46	-	-
4500051946	1/17/2023	Muncie Transit Supply		B250-BUS REPAIR PARTS	\$ 54.80	-	-
4500051947	1/17/2023	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	\$ 174.56	-	-
4500051948	1/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,814.70	-	-
4500051949	1/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6.30	-	-
4500051950	1/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 66.57	-	-
4500051951	1/17/2023	Cynthia Corbin		P440-CATERING SERVICES	\$ 289.57	-	-
4500051952	1/17/2023	LinguaLinx Language Solutions, Inc.		G260-MEDIA	\$ 180.00	-	-
4500051953	1/17/2023	TVEyes, Inc.		G260-MEDIA	\$ 2,400.00	-	-
4500051954	1/17/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 62.79	-	-
4500051955	1/17/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 639.09	-	-
4500051956	1/17/2023	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 584.91	-	-
4500051957	1/17/2023	Gillig LLC		B120-BUS MECHANICAL PARTS	\$ 3,067.50	-	-
4500051958	1/17/2023	Airgas Inc		G140-SHOP SUPPLIES	\$ 249.72	-	-
4500051959	1/17/2023	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 272.31	-	-
4500051960	1/17/2023	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	\$ 275.43	-	-
4500051961	1/17/2023	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,604.07	-	-
4500051962	1/17/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 1,061.72	-	-
4500051963	1/17/2023	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	\$ 80.59	-	-
4500051964	1/17/2023	Muncie Transit Supply		B120-BUS MECHANICAL PARTS	\$ 116.30	-	-
4500051965	1/17/2023	APD Incorporated		B130-BUS BODY	\$ 174.56	-	-
4500051966	1/17/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 133.25	-	-
4500051967	1/17/2023	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 38.10	-	-
4500051968	1/17/2023	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 90.42	-	-
4500051969	1/17/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 242.44	-	-
4500051970	1/17/2023	Mouser Electronics Inc		R170-RAIL/LRV HVAC	\$ 618.87	-	-
4500051971	1/17/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 2,020.24	-	-



Metropolitan Transit System

MTS STAFF USE ONLY

Public Comment

AI #: 24 Date: 1/26/23

No. in queue: 1

IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 24

Name: JOHN WOOD Telephone: _____

Email: _____

City of Residence: LEMON GROVE

Remark Subject: SHEPHERDS IN LEMON GROVE + OTHER

Affiliated

Organization: N/A

PLEASE SUBMIT THIS COMPLETED FORM BACK TO THE CLERK

INSTRUCTIONS

This meeting is offered both in an in-person and virtual format. In-person speaker requests will be taken first. Speaking time will be limited to three minutes per person, unless specified by the Chairperson. Please make your comment at the podium located on the right side of the dais. Members of the public are permitted to make general public comments at the beginning of the agenda or make specific comments on any item in the agenda at the time the Board/Committee is considering the item during the meeting. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

BOARD OF DIRECTORS MEETING

General Public Comment at the beginning of the agenda will be limited to five speakers with the standard three-minute limit, unless otherwise directed by the Chair. Additional speakers with general public comments will be heard at the end of the meeting.

MEETING RECORD

A paraphrased version of this comment will be included in the minutes. The full comment can be heard by reviewing the recording posted on the respective meeting website: <https://www.sdmts.com/about/meetings-and-agendas>. This form will be included in the Meeting Materials posted on the respective MTS meeting site.

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

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





**Metropolitan
Transit
System**

MTS STAFF USE ONLY
Public Comment
AI #: 24 Date: 1 / 26 / 23
No. in queue: 2

IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 24

Name: MATHEW KOSTRINSKY Telephone: 858-602-6189

Email: Kostrinsky@gmail.com

City of Residence: San Diego

Remark Subject: Non-Agenda

Affiliated Organization: MLA

PLEASE SUBMIT THIS COMPLETED FORM BACK TO THE CLERK

INSTRUCTIONS

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