



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.
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	▶	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.



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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

June 15, 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 under Remainder of Public Comment Not on the Agenda. If you have a report to present, please give your copies to the Clerk of the Board.	
CONSENT ITEMS		
3.	Approval of Minutes Action would approve the May 18, 2023 Board of Director meeting minutes.	Approve
4.	Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments	Informational
5.	Operations Budget Status Report for April 2023	Informational
6.	Rio Vista/Morena Wall Buttress Project Design – Work Order Agreement Action would authorize the Chief Executive Officer (CEO) to execute Work! Order WOA353-AE-09 under MTS Doc. No. PWL353.0-22 with Dokken! Engineering (Dokken), in the amount of \$570,845.89 for design services for the! Rio Vista/Morena Wall Buttress.	Approve
7.	America Plaza Pedestrian Enhancements Project – Work Order Agreement Action would authorize the Chief Executive Officer (CEO) to execute Work! Order WOA354-AE-23 to MTS Doc. No. PWL354.0-22 with Mott MacDonald,! LLC (Mott) in the amount of \$555,542.74 for final design services, bid support,! and Design Support During Construction (DSDC) for the America Plaza! Pedestrian Enhancements Project.	Approve



8. **Regional Transit Management System (RTMS) Hardware/Software Support Agreement – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0754.0-23, with Conduent Transport Solutions, Inc., (Conduent), for the provision of RTMS software and vehicle hardware support services for a five-year base period, and two (2) one-year options, in the amount of \$6,393,823.
9. **Janitorial Services – Contract Amendment** Approve

Action would 1) Ratify Amendment 1 to MTS Doc. No. G2613.0-22 with NMS Management Inc. (NMS), a Disadvantaged Business Enterprise (DBE), in the amount of \$84,761.88; 2) Ratify Amendment 2 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$63,238.90; and 3) Authorize the Chief Executive Officer (CEO) to execute Amendment 3 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$2,636,508.60, for a total of \$2,784,509.38.
10. **Imperial Avenue Division (IAD) and Kearny Mesa Division (KMD) Restroom Rehabilitation – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-28 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 with ABC General Contracting, Inc. (ABCGC), in the amount of \$331,654.98, for rehabilitation of restrooms located at both the IAD and KMD.
11. **Trolley Track Improvements – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute the Base, Add Alternate 1 and Add Alternate 2 to MTS Doc. No. PWL366.0-23, with Balfour Beatty Infrastructure Inc. for Trolley Track Improvements in the amount of \$8,884,454.00; 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency for this construction contract, bringing total expenditure authority to \$10,661,344.80.
12. **Copley Park Division (CPD) Planning and Utilities Study - Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-16 under MTS Doc. No. PWL355.0-22 with Psomas in the amount of \$204,221.31 to perform a site planning study and a utilities study at the CPD.
13. **Fiscal Year 2024 Transportation Development Act Claim** Approve

Action would adopt Resolution Nos. 23-06, 23-07, and 23-08 approving Fiscal Year (FY) 2024 Transportation Development Act (TDA) Article 4.0, 4.5, and 8.0 claims.
14. **Armored Transport and Cash Handling Services – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2711.0-23, with Sectran Security, Inc. (Sectran), for Armored Transport and Cash Handling Services for a five (5) base year period in the amount of \$693,288, and three (3) 1-year options; and 2) Exercise the option years at the CEO's discretion.

- 15. 2023 Transit and Intercity Rail Capital Program (TIRCP): Zero Emission Transit Enhancement 2.0 Project – Grant Award** Approve

Action would adopt Resolution No. 23-05 authorizing the following: 1) Acceptance of the 2023 TIRCP Grant Award for the Zero Emission Transit Enhancement 2.0 Project, which includes the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division (KMD) Project; 2) Determination that both projects are exempt from environmental review under the California Environmental Quality Act (“CEQA”); and 3) Approval of the Orange Line Track Improvement Project and the Electrification of the KMD Project.
- 16. Microsoft Volume Licensing Agreement (VLA) – Contract Award** Approve

Action authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2740.0-23 with Softchoice Corporation (Softchoice), in the amount of \$1,190,453.58 for the provision of Microsoft software subscription licensing, estimated Azure overages and as-needed licensing for three (3) years.
- 17. Salary Survey Services – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2730.0-23, with The Segal Company (Western States), Inc. (Segal), for Salary Survey Services for a six (6) base year period in the amount of \$518,028.45.
- 18. Master Concessionaire Services – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS No. G2653.0-23, with BriceHouse Station LLC (BriceHouse), for Master Concessionaire Services for a six (6) year base period and two (2) 3-year options for a total of twelve (12) years; and 2) Exercise the option years at the CEO’s discretion
- 19. Fixed-Route Bus Services – Contract Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to negotiate and execute an amendment to MTS ‘s contract with Transdev Services, Inc., (Transdev) for fixed-route bus services (MTS Doc. No. B0708.0-20 as amended), in an amount up to \$1,000,000, contingent upon fixed route bus services being restored no later than June 23, 2023.
- 20. San Diego Foundation Collaboration Agreement** Approve

Action would 1) Authorize the Chief Executive Officer to execute a Collaboration Agreement with the San Diego Foundation outlining the developer selection process for a potential joint development project at 1313 National Avenue and 1344 National Avenue (IMT Joint Development Project); and 2) Determine that such action is not subject to environmental review under the California Environmental Quality Act (CEQA).

DISCUSSION AND REPORT ITEMS

- | | | |
|-----|---|---------------|
| 21. | SANDAG Request for Innovative Concepts: Trolley Extension to Tijuana (Brent Boyd) | Informational |
| 22. | Revisions to MTS Board Policy No. 21, “MTS Revenue-Generating Display Advertising, Concessions, and Merchandise” (Mark Olson)
Action would 1) Approve the proposed revisions to MTS Board Policy No. 21, “MTS Revenue-Generating Display Advertising, Concessions, and Merchandise” to remove the alcohol advertising prohibition on transit vehicles, trolley stations and transit centers; and 2) Direct staff to work with City of San Diego on amendments to applicable policies to allow alcohol advertising on bus shelters and benches within the City of San Diego. | Approve |
| 23. | San Ysidro Transit Center Improvements Project Update (Denis Desmond, Beverly Neff) | Informational |

OTHER ITEMS

- | | | |
|-----|---|---------------|
| 24. | Chair’s Report | Informational |
| 25. | Chief Executive Officer’s Report | Informational |
| 26. | Board Member Communications | Informational |
| 27. | Remainder of Public Comments Not on The Agenda
This item is a continuation of item No. 2 (Public Comment), in the event all speakers who request to comment on item No. 2 are not called. If all Public Comment is accepted during item No. 2, no additional public comment will be accepted under this item. | |

CLOSED SESSION

- | | | |
|-----|---|-----------------|
| 28. | Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)
Tyesha Harrison v. San Diego Metropolitan Transit System
WCAB Case No.: ADJ11699333 | Possible Action |
| 29. | Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)
Treasure Andrews vs. Sn Diego Metropolitan Transit System, et al (San Diego Superior Court Case No. 37-2018-00033322-CU-PA-CTL) | Possible Action |
| 30. | Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)
Terri Morris vs. San Diego Transit Corp, et al. (WCAB No. ADJ3103754) | Possible Action |

ADJOURNMENT

31. Next Meeting Date

The next Board of Director's meeting is scheduled for July 27, 2023 at 9:00am.

32. Adjournment

DRAFT MINUTES
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 18, 2023

[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

Vice Chair Whitburn called the Board meeting to order at 8:07 a.m. A roll call sheet listing Board member attendance is attached.

2. Public Comment

Fausto Surposa – A Transdev bus operator provided a verbal statement to the Board during the meeting. Surposa spoke about the lack of available restrooms in his experience as a South Bay operator in the South Bay. Surposa spoke about anecdotal experience with the lack of restroom availability for drivers.

Jose Puga – A Teamster 683 representative provided a verbal statement to the Board during the meeting. Puga listed his intentions to continue striking and extend the strike to the Downtown location to restructure the unpaid run cut, split times and scheduling breaks. Puga made suggestions to the MTS Request for Proposal (RFP) process.

Erick Molina – Provided a verbal statement to the Board during the meeting. Molina criticized the use of portable restrooms as an environmental, health and safety risk.

Nicholas Lambrie – A resident of Imperial Beach and Transdev employee, provided a verbal statement to the Board during the meeting. Lambrie advocated for sheltered designated lunch areas and listed this as morale, stress and hygiene concern.

Nate Fairman – A representative of IBEW 465 provided a verbal statement to the Board during the meeting. Fairman proposed an in-house pension pilot program for mechanics. Fairman urged the Board to settle the strike with Transdev and urges restroom access for drivers.

Gretchen Newsom – A representative of IBEW Local 569 provided a verbal statement to the Board during the meeting and expressed solidarity for the previous Union leaders. Newsom also supported the Let's Go San Diego measure campaign to assist funding the regional transportation plan and hopes to work with the Board to further the initiative.

The Original Dra - Provided a verbal statement to the Board during the meeting. The Original Dra asked how many Board members biked to today's meeting and expressed urgency to provide restroom access to drivers.

SPECIAL ITEM

3. Chairperson and Board Leadership Election

Action would: 1) Elect a Chairperson for the remainder of this calendar year, December 31, 2023 and potentially for the next term beginning January 1, 2024 through December 21, 2025; and 2) Elect other vacant Board Leadership positions, as necessary.

Public Comment

Truth - Provided a verbal statement to the Board during the meeting. Truth stated support for Member Goble and expressed opposition to the nomination of Member Dillard and Vice Chair Whitburn for the role of Chair. Truth expressed dissatisfaction with MTS, its service and other regional agencies.

Kelvin Barrios – Local 89 representative provided a verbal statement to the Board during the meeting. Barrios expressed support towards the Teamster union and urged the Board to address the strike issues. Barrios supported Vice Chair Whitburn as Chair and the election of Member Steve Goble as Vice Chair.

The Original Dra - Provided a verbal statement to the Board during the meeting. The Original Dra expressed general dissatisfaction with Board representatives.

Committee Comment

Board Member Gastil nominated Vice Chair Whitburn as Chair for the remainder of the term and the following term beginning January 1, 2024.

Board Member Dillard recused herself as a Chair candidate. She thanked members for support and nominations and praised Vice Chair Whitburn for his leadership.

Board Member McCann nominated Member Goble as Vice Chair for the term and the following term beginning January 1, 2024 to align with the Chair's term.

Action on Recommended Consent Items

Board Member Gastil moved to elect Vice Chair Whitburn as Chair. The vote was 10 in favor (Member: Chavez, McCann, Donovan, Goble, Leyba-Gonzalez, Gastil, Frank, Gloria, Whitburn, Hall) to 1 opposed (Member: Bush), Board Member Dillard abstaining and Board Member Montgomery Steppe, Board Member Elo-Rivera and Board Member Vargas absent.

Board Member McCann moved to elect Board Member Goble as Vice Chair. The vote was 11 to 0 in favor with Board Member Dillard abstaining and Board Member Vargas, Board Member Montgomery Steppe and Board Member Elo-Rivera absent.

CONSENT ITEMS:

4. Approval of Minutes

Action would approve the April 20, 2023 Board of Director meeting minutes.

5. Centralized Train Control (CTC) System Maintenance Agreement – Work Order Agreement (WOA) Approval

Action would authorize the CEO to execute WOA 6 to MTS Doc. No. L1607.0-22 (WOA 6) with Wabtec, in the amount of \$161,687.00, for the Imperial Terminal Yard 25 Interlocking (INTL) option associated with the Imperial Terminal Double-Track (IMTDT) upgrade project.

6. **Demolition of Building at 1501 National Avenue as part of 12th & Imperial Transit Center Rehabilitation Improvement Project and Determination that Work Order is Categorically and Statutorily Exempt under the California Environmental Quality Act – Work Order**
Action would 1) Authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-10 to MTS Doc. No. PWG347.0-22 with ABC General Contractor, Inc. (ABCGC) in the amount of \$882,136.07 to demolish the building at 1501 National Avenue and convert the space to employee parking; and 2) Determine that the demolition Work Order is categorically and statutorily exempt under the California Environmental Quality Act.
7. **Increased Authorization for Legal Services Contracts to Pay Projected Expenses in Fiscal Year 2024**
Action would authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein increasing the dollar amounts of fifteen (15) legal services contracts by \$2,650,000.00 to cover anticipated Fiscal Year 2024 (FY 24) expenses.
8. **Sale of Ten (10) 60-FT Compressed Natural Gas (CNG) Articulated Buses to Santa Cruz Metropolitan Transit District (SCMTD) – Contract Approval for Sale of Surplus Property**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0757.0-23 for the sale of ten (10) New Flyer 60-FT CNG buses (1100 Series) to the SCMTD for \$9,000.00 per vehicle, for a total of \$90,000.00.
9. **Investment Report – Quarter Ending March 31, 2023**
10. **PRONTO Fare Collection Spare Parts – Sole Source Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2660.0-23 with INIT Innovations in Transportation, Inc., (INIT) for the provision of fare collection spare parts in the amount of \$1,090,910.17, for a period of ten (10) years.
11. **Purchase of Seven (7) Starcraft Bus, Class E, Ford F-550/65 GGE Propane Powered – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0758.0-23, with Creative Bus Sales (CBS), for the purchase of up to seven (7) Starcraft Bus, Class E, Ford F-550/65 GGE propane powered in the amount of \$2,034,500.02.
12. **Internal Audit Report – Travel Expense Claims**
13. **Internal Audit Report – Accounts Payable**
14. **Internal Audit Report – Information Technology Security**

Public Comment

Truth – Provided a verbal statement to the Board during the meeting. Truth spoke on item 6, 7, 8, 9, 11, 12 and 14. Truth was skeptical about the selected bidder for item 5. Truth acknowledged item 6 for building demolition that would allow for transit-oriented development housing. Truth commented on item 7 for legal services contract increases and questioned whether the increase was tied to the existing litigation with Grecia Figueroa v Nathan Fletcher

case. Truth acknowledged the revenue generated by item 8, compared to previous Mendoza Trolley donations. Truth acknowledged generated investments in Item 9 and stated that item 11's proposed bus size purchase was inadequate and propane powered. Truth noted item 12 and suggested Board members should only be reimbursed for public transit costs only and not reimbursed for meal expenses. They were against working with contractor DHS in item 14.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra hoped that the maintenance agreement contract would enhance usefulness to employees and questioned CEQA exemptions. The Original Dra was not fond of increasing legal services with public funds. They discouraged the Board from Sole Source procurement contracts. The Original Dra discouraged the purchase of electric vehicles and criticized the travel policy and criticized the funding of cyber security and DHS as a contractor.

Action on Recommended Consent Items

Board Member Hall moved to approve Consent Agenda Item Nos. 4 to 14. Board Member McCann seconded the motion, and the vote was 12 to 0 in favor with Board Member Vargas, Board Member Montgomery Steppe and Board Member Elo-Rivera absent.

DISCUSSION ITEMS AND REPORT ITEMS:

15. Fiscal Year (FY) 2024 Proposed Operating Budget (Mike Thompson)

Mike Thompson, MTS Director of Financial Planning and Analysis, presented on the FY 2024 Proposed Operating Budget. He outlined the following items: revenue assumptions passenger levels, passenger revenue update, final revenue adjustments, Governor's FY 2024 May Revise, California Transit Association (CTA) Presentation to Budget Development Committee (BDC), revenue summary, expense assumption for energy, natural gas, final expense adjustments, expense summary, consolidated revenues less expenses, 5-year projection, contingency reserve balance, major initiatives and staff's recommendations.

Public Comment

Truth – Provided a verbal statement to the Board during the meeting. Truth question the budget increase percentage. Truth urged MTS to model the efficiency of bullet trains. They did not support the federal aid dollars that were allotted to MTS.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra expressed frustration with the electrification mandate, implementation and cost. The Original Dra was unsatisfied with the convenience of the system.

Lief Gensert – A representative of Ride SD provided a verbal statement to the Board during the meeting. Gensert was happy to see the PRONTO tapping initiative allocated in the budget.

Connor Proctor – A representative of Ride SD provided a verbal statement to the Board during the meeting.

Committee Comment

Vice Chair Goble asked if the agency continues to be exempt from the fare recovery ratio requirement. Sharon Cooney, MTS Chief Executive Officer, confirmed that the requirement was suspended and that the agency is advocating to extend the exception. He also suggested reducing capital expenditures to save money and acknowledged that capital funding can not be

allocated for operations funding. Mr. Thompson responded that federal funding can be used for capital and preventative maintenance, but not operations. He stated that there is some flexibility with TDA and STA funding. Vice Chair Goble asked about the operating reserves and asked if the agency was confident in the allocated reserve amount to anticipate a potential recession. Mr. Thompson stated that the allocated funding percentage was based off of past experiences with the 2008 recession. Ms. Cooney added that the agency would need to cut service to accommodate for this type of scenario, which would require the agency to undergo the federal process of Title VI analysis and public outreach to cut a significant amount of service. Ms. Cooney highlighted that if a 30% cut in service was the only way to avoid a fiscal cliff, she suggests a comprehensive operations analysis contract to assist the agency's assessment of demand and create a report of suggested service cuts for the Board to approve.

Board Member Hall added that the Board may have to cut 50% of service nonetheless. Ms. Cooney replied while she did not recommend that strategy in this budget, once staff has a final assessment from the state, staff may recommend such cuts at the Fall Budget Development Committee.

Vice Chair Goble acknowledged that there were additional tactics beyond cutting expenses that could address the deficit. New ridership, especially with contactless payment initiatives, State and Federal aid, enforcement and raised fares.

Board Member Hall supported transit enforcement to ensure all riders are paying for transportation. He suggested investing additional funding in security.

Board Member Chavez added that the agency should be prioritizing passenger safety over passenger revenue.

Board Member Bush acknowledged the validity of the fiscal cliff. He agreed with Member Chavez to prioritize passenger safety and praised the security team for its approach and improvements. He added that an increase in ridership, along with security and amenities, such as bathrooms, would attract ridership to help with the fiscal cliff. Board Member Bush asked if the current budget identified restroom funding. Ms. Cooney added that staff will present on restrooms during item 17 of the agenda. She clarified that the addition of bathroom services is not included in this budget. Board Member Bush asked where restroom funds could be allocated. Mr. Thompson replied that funding is allocated in the trolley facilities budget and outside services operations funding. Board Member Bush asked if there was funding allocated to add service to support the re-opening of currently closed facilities. Ms. Cooney clarified that contractually, the 24th Street trolley station is maintained by the nearby Adult School, however it has not been reopened yet. Board Member Bush asked about a timeline to re-open the bathroom. Ms. Cooney hoped the facility would open within six months. Karen Landers, MTS General Counsel, explained the permitting obstacles the agency is facing in reopening the restrooms; however, it was up to the school's timeline to re-open and maintain the restroom. Board Member Bush asked about reopening dates for the Lemon Grove and SDSU station. Ms. Cooney replied that the restroom locations are not controlled by MTS and she could not speak to a timeline. Board Member Bush emphasized the importance of bathroom accessibility and urged the Board to prioritize it.

Board Member Leyba-Gonzalez added, through anecdotal experience, that he does not believe there is sufficient restroom access along the trolley line.

Action Taken

Vice Chair Goble moved to 1) Receive testimony, review, and comment on the FY 2024 San Diego Metropolitan Transit System (MTS) Operating Budget at a public hearing; and 2) Enact Resolution No. 23-4 adopting the FY 2024 operating budget for the MTS, San Diego Transit Corporation (SDTC), San Diego Trolley (SDTI), MTS Contract Services, and the Coronado Ferry. Board Member Bush seconded the motion, and the vote was 11 to 0 in favor with Board Member Vargas, Board Member Montgomery Steppe, Board Member Elo-Rivera, Board Member Gloria, absent.

16. 2023 Public Safety Focus Groups Report (Mark Olson, MTS; and Judith McCourt, Redhill Group)

Mark Olson, MTS Director of Marketing and Communications, and Judith McCourt, with Redhill Group, presented on 2023 Public Safety Focus Groups Report. She presented on: project purpose, project overview, key findings, feeling personally safe is important, experiencing or observing incidents is common, differed trip making by gender, traveling after dark, traveling after dark by gender, perceived safety while waiting for transit, good lighting and security make participants feel safe, women perceive riding the trolley and bus less safe than men, creating a safe trolley environment involves multiple elements, other strategies used to enhance personal safety, identification of security personnel is easy, security personnel are perceived as courteous and respectful, overall perceptions of security, perceptions of visible security, visible security enhances the feeling of personal safety, security is less visible in some areas, security goes beyond personnel, frequency of PRONTO card tapping varies, experienced fare checks, encouraging more riders to tap, behavior of other passengers as a concern, consistent application of existing policies, and feedback to-date.

Public Comment

JoAnn Fields – A representative of the Asian Pacific Islander (API) Initiative provided a verbal statement to the Board during the meeting. Fields expressed safety concerns and service dissatisfaction. Fields agreed that increased transit ridership was cause for concern and encouraged the agency to include additional education and outreach language options.

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed safety concerns along the line and was skeptical about the highly rated customer satisfaction survey results.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra questioned the validity of the survey's sample size and was concerned about the agency's reliance on cameras solely for safety.

Committee Comment

Board Member Chavez urged the Board to better the safety of the system. She asked staff to confirm the on-board trolley panic buttons. Ms. Cooney clarified that they were intercom buttons to talk to the operators. Board Member Chavez noted the lack of live feed available to passengers with the operator.

Vice Chair Goble asked if alert information is passed on to bus drivers and trolley operators. Al Stiehler, MTS Director of Security and Passenger Safety, confirmed that the agency does receive alerts and descriptions/images are dispersed to the security team and operators as

soon as they are received. The Vice Chair asked if there was a communication system used while drivers and operators were operating the system. He asked if the Ride Assured submittals were received by a live operator or a messaging system. Mr. Stiehler replied that security dispatch, which operates 24/7, received these notifications. Vice Chair Goble asked how the agency coordinates the dispatch center with the location of the crime. Mr. Stiehler replied that the dispatch center and trolley center work closely together to address the issue in real time. Vice Chair Goble cautioned the use of the phrase safe space on the system as a liability issue.

Board Member Hall asked if staff tracked response times. Mr. Stiehler replied that the agency does not currently have a mechanism to track response times and number of calls, but is in an active procurement to acquire such data management software. Board Member Hall emphasized the urgency of that data for the Board to make decisions. Board Member Hall asked if the agency ever bans riders from the system. Mr. Stiehler replied that the agency does serve banning notices, however those riders often continue to use the system.

Board Member Frank urged the Board to create incentives to pay fares and enforce fares. She noted that the agency is the largest light rail system in the country that does not have sworn law enforcement. She implored the Board to make this consideration and continue to incorporate a private security element.

Board Member Dillard agreed that public safety and cleanliness were dire issues. She commended the security team through anecdotal experience. She agreed that security needed to increase along the system and asked that cleanliness routines be increased to attract working professionals. She was unaware about the panic button location on the trolley and supported the retrofit of live camera feeds on the trolleys.

Vice Chair Goble supported the need for safety on the system. Ms. Cooney agreed that the agency needed additional security on the system and would bring a proposal to the Public Security Committee for an increase in staffing. Vice Chair Goble made a correlation between safety and ridership. He asked if Code Compliance Officers (CCI) and transit security officers (TSO) wear body cameras. Mr. Stiehler confirmed that they do. Vice Chair Goble asked if CCIs and TSOs needed to travel in pairs. Mr. Stiehler replied that was best practice for safety purposes.

Vice Chair Goble made a motion to have staff assess what it would cost to have more security on the system.

Board Member Gastil added that safety is a higher priority compared to keeping routes open. He stated that in his experience, people do not ride the trolley, because it doesn't go where it is needed. He added anecdotal experiences about folks in distress on the system who were loitering and suggested staff as health services liaisons and also enforcing fares to remove people from the system.

Action Taken

Vice Chair Goble moved to receive a report and directed staff to assess the cost of additional security staff on the system. Board Member Dillard seconded the motion, and the vote was 10 to 0 in favor with Board Member Vargas, Board Member Montgomery Steppe, Board Member Elo-Rivera, Board Member Gloria, Board Member Hall absent.

17. Social Equity Listening Tour Findings and Funding (Stacie Bishop)

Stacie Bishop, MTS Manager of Marketing, and Monique Lopez, with Pueblo Planning presented on Social Equity Listening Tour (SELT) Findings and Funding. They presented on: participatory planning, community-based organization (CBO) partners, SELT timeline, workshops, pop-ups, outreach areas, community stories, community-identified priorities, frequency by location, amenity asks, operation asks, customer service, programs, other notable priorities, reparative process, project findings, project funding approach, community feedback from virtual meetings, proposed project package, proposed projects, restroom information, other initiatives and staff's recommendation.

Public Comment

Manny Rodriguez – A representative of City Heights Community College Corporation (CDC) and the Social Diego Transportation Social Equity Working Group. Rodriguez provided a written and verbal statement to the Board both during and prior the meeting. . Rodriguez cited a written comment provided in the [May 18, 2023 Final Meeting Packet](#) that urged the Board to assure initiatives such as the SELT continuous to be a partnership effort between the agency and the community. Rodriguez encouraged the formalization of an Equity Action Plan.

Randy Torres-Van Vleck – A representative of City Height Community College Corporation (CDC). Provided a verbal statement to the Board during the meeting. Torres-Van Vleck listed the benefits of the proposed project allocations and hoped to include previous community outreach initiatives such as Elevate SD and 10 Transit Lifelines.

JoAnn Fields – A representative from the API Initiative provided a verbal statement to the Board during the meeting. Fields stated the lack of CBO partnership for the AIP community and was dissatisfied with the language and education access for the community.

Corinna Contreras – A representative of Climate Action Campaign provided a verbal statement to the Board during the meeting. Contreras commended the agency for working with CBO's and supported the proposed infrastructure projects. Contreras urged the Board for a board policy on equity.

Carolina Martinez – A member of the Environmental Health Coalition and the Social Diego Transportation Social Equity Working Group provided a verbal statement to the Board during the meeting. Martinez urged the board to use Cal Enviro Screen to assess priority implementation areas. Martinez also recommended that the agency compose a consolidated document of constituent priorities.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra claimed that the study was not conducted in an equitable way and advocated for restroom access.

Keara O'Laughlin – Representing the Center on Policy initiatives. Laughlin provided a verbal statement to the Board during the meeting and urged the Board to adopt an Equity Action Plan to address ongoing equity and customer engagement efforts.

Ariana Mondragon – Representing Mid-City CAN provided a verbal statement to the Board during the meeting. Mondragon urged the Board to use Cal Enviro Screen to assess priority implementation areas and incorporate an Equity Action Plan to address ongoing customer engagement efforts.

Committee Comment

Board Member Chavez commended the agency for its valuable report.

Board Member Gastil thanked Pueblo Planning and suggested an earlier presentation time in the future.

Board Member Bush commended the report for extensive, intentional and comprehensive outreach efforts required for effective collaboration. He updated the Board about concerns brought up in the May 11th Executive Committee meeting, that included lack of East County implementation programs and lack of reach to the API community. He encouraged additional outreach to be more community inclusive and advocated for the funding of bathrooms. Board Member Bush asked if the proposed allocated project funding could be used for existing restrooms. Ms. Cooney explained that for the agency to have a portable restroom, it needs to be coupled with security, which increases the cost of restrooms. She added that the agency received direction from the Budget Development Committee to increase service levels to pre-pandemic levels; however, that service could be put off to accommodate the funding of restroom operations if that was the Board's direction. Board Member Bush suggested forming an ad hoc committee to have the cities and MTS realize the implementation of this amenity. He was unsatisfied with the current proposal not including restroom funding allocations.

Vice Chair Goble asked why project funding improvements will not be implemented east of the Mission Valley area. Ms. Bishop replied that El Cajon, Poway and La Mesa operate their own bus shelters. MTS does not install or maintain the program on behalf of those Cities. The lighting program does extend to Lemon Grove and bus stop lighting project locations have not been selected. She added that the agency is looking at focusing on rural areas for the lighting projects since they conventionally have less lighting than urban areas. The Facilities team recommended additional trash installations in the downtown areas, since it is heavily populated with needed service. Vice Chair Goble expressed disappointment with the lack of shelter construction in East County since temperatures can be several degrees hotter than the coastal areas of San Diego. He has been told that the City of El Cajon does not receive bus shelter maintenance funding. Ms. Cooney confirmed that there was an existing Memorandum of Understanding (MOU) in place with the City and that the agency would be happy to work with City staff to transfer over ownership. Vice Chair Goble stated that based on economic and population demographics, East County should be categorized as an area of equity. He asked staff if there was a voluntary ambassador program that could create a welcoming environment. Ms. Cooney replied that the existing ambassador program pays staff and is used to create such environment. Vice Chair Goble stated that better marketing initiatives were necessary since this was a need from the SELT report. He confirmed that the cost of a portable restroom was not in the rental of the unit itself, but the security monitoring. He noted that the City used similar trash cans, but trash ended up at the side of the bin, because the bin was jammed or people did not want to use the receptacle. He suggested that the agency contract with a nonprofit to maintain trash services.

Action Taken

Board Member Gastil moved to 1) Approve the following allocations of funding for Social Equity Listening Tour projects: a) Approximately \$1.7 million for Bus Stop Shelter Upgrades; b) Approximately \$450,000 for Orange Line Lighting Project; c) Approximately \$120,000 for Bus Stop Solar Lighting Project; d) Approximately \$250,000 for upgraded trash receptacles at downtown Trolley Stations; e) Approximately \$200,000 for the Beyer Bridge Underpass Lighting

and Mural project; and 2) Direct staff to develop a draft Board Policy on Equity. Board Member Bush seconded the motion, and the vote was 9 to 0 in favor with Board Member Vargas, Board Member Montgomery Steppe, Board Member Elo-Rivera, Board Member Gloria, Board Member Hall and Board Member Dillard absent.

OTHER ITEMS:

18. Chair Report

There was no Chair's report.

19. Chief Executive Officer's Report

Ms. Cooney announced the Universal-Pass agreement with the City of San Diego. Ms. Cooney recognized this agreement as the first employer sponsored U-pass. She hoped to see additional cities sponsor similar programs.

20. Board Member Communications

There were no Board Member communications.

21. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

CLOSED SESSION:

The Board convened to Closed Session at 11:53 a.m.

22. Closed Session - Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code 54956.9 (d)(4) (one potential case)

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session: The Board approved a final settlement with the California Employment Development Department regarding a claim submitted by MTS. The vote was 9 members in favor (Member: Bush, Chavez, Donovan, Frank, Gastil, Goble, Leyba-Gonzalez, McCann and Whitburn) with 6 members absent (Member: Dillard, Elo-Rivera, Vargas, Gloria, Hall and Montgomery-Steppe).

23. Closed Session - Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code 54956.9 (d)(4) (one potential case)

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session: The Board received a report from legal counsel.

The Board reconvened to Open Session at 1:11pm.

ADJOURNMENT

24. Next Meeting Date

The next regularly scheduled Board meeting is June 15, 2023 at 9:00am.

*Clerk's note: Subsequent to this meeting, the Board held a Special Board of Directors meeting on June 8, 2023.

25. Adjournment

The meeting was adjourned at 1:12 p.m..

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit
System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): May 18, 2023 CALL TO ORDER (TIME): 8:07 a.m.
 RECESS: _____ RECONVENE: _____
 CLOSED SESSION: 11:53 a.m. RECONVENE: 1:11 p.m.
 PUBLIC HEARING: _____ RECONVENE: _____
 ORDINANCES ADOPTED: _____ ADJOURN: 1:12 p.m.

JURISDICTION	BOARD MEMBER		ALTERNATE		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
City of Chula Vista	Chavez	<input checked="" type="checkbox"/>	Cardenas	<input type="checkbox"/>	8:07 a.m	1:12 p.m.
City of Chula Vista	McCann	<input checked="" type="checkbox"/>	Cardenas	<input type="checkbox"/>	8:07 a.m	1:11 a.m.
City of Coronado	Donovan	<input checked="" type="checkbox"/>	Duncan	<input type="checkbox"/>	8:07 a.m	1:12 p.m.
County of San Diego	Vacant	<input type="checkbox"/>	Vargas	<input type="checkbox"/>	ABSENT	ABSENT
City of El Cajon	Goble (Vice-Chair)	<input checked="" type="checkbox"/>	Ortiz	<input type="checkbox"/>	8:07 a.m	1:12 p.m.
City of Imperial Beach	Leyba-Gonzalez	<input checked="" type="checkbox"/>	Aguirre	<input type="checkbox"/>	8:07 a.m	1:12 p.m.
City of La Mesa	Dillard	<input checked="" type="checkbox"/>	Arapostathis	<input type="checkbox"/>	8:07 a.m	11:20 a.m.
City of Lemon Grove	Gastil	<input checked="" type="checkbox"/>	Mendoza	<input type="checkbox"/>	8:07 a.m	1:12 p.m.
City of National City	Bush	<input checked="" type="checkbox"/>	Rodriguez	<input type="checkbox"/>	8:08 a.m.	1:12 p.m.
City of Poway	Frank	<input checked="" type="checkbox"/>	Pepin	<input type="checkbox"/>	8:07 a.m	1:11 a.m.
City of San Diego	Montgomery Steppe	<input type="checkbox"/>	Von Wilpert	<input type="checkbox"/>	ABSENT	ABSENT
City of San Diego	Elo-Rivera	<input type="checkbox"/>	LaCava	<input type="checkbox"/>	ABSENT	ABSENT
City of San Diego	Gloria	<input checked="" type="checkbox"/>	Moreno	<input type="checkbox"/>	8:07 a.m	8:54 a.m.
City of San Diego	Whitburn (Chair)	<input checked="" type="checkbox"/>	Campillo	<input type="checkbox"/>	8:07 a.m	1:12 p.m.
City of Santee	Hall	<input checked="" type="checkbox"/>	Koval	<input type="checkbox"/>	8:07 a.m	10:51 a.m.

SIGNED BY THE CLERK OF THE BOARD: /S/ Dalia Gonzalez



Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

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

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

As a Federal Transit Administration (FTA) grantee, San Diego Metropolitan Transit System (MTS) complies with the federal regulations set forth in 49 CFR Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program.

I. Goals of MTS's DBE Program

The goals of MTS's race-neutral DBE program are:

1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. to ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. to help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. to assist the development of firms that can compete successfully in the marketplace outside of the DBE program; and
7. to provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.



II. MTS's DBE Triennial Overall Goal for FFY 2022-2024

The DBE regulations require MTS to prepare a DBE Triennial Overall Goal. The DBE Triennial Overall Goal is established upon the number of ready, willing, and able DBE contractors within MTS's geographic market area that are available to bid on MTS's federally assisted procurements (excludes transit vehicle procurements). For FFY 2022-2024 (October 1, 2021 to September 30, 2024), MTS's aspirational DBE Overall Goal is **6.3%** on federally funded contracts.

III. Participation by certified DBEs

For purposes of reporting DBE participation to the FTA, MTS may only count participation by certified DBE contractors. In order to be certified as a DBE through the California Unified Certification Program, contractors must:

- (1) have a majority owner who is **socially and economically disadvantaged** (Native Americans, African Americans, Hispanics, Asian-Pacific, Subcontinent Asian Americans and women are currently presumed to be socially and economically disadvantaged by the DOT);
- (2) the majority owner must have a personal net worth of less than **\$1,320,000**; and
- (3) the business must be a **small business** and, for *most* types of businesses, have average annual gross receipts less than **\$26,290,000**.

Per DOT DBE Regulations, MTS *may not* count participation from certified minority owned businesses (MBE), disabled veteran owned businesses (DVBE), women owned businesses (WBE), small businesses (SB), lesbian gay bisexual transgender owned businesses (LGBTBE), or persons with disabilities businesses (PDBE) (collectively referred to as SBEs) toward meeting its DBE Triennial Overall Goal. Nonetheless, MTS encourages participation from, conducts outreach to, and tracks awards to SBEs.

IV. Race-Neutral Outreach Measures to Increase DBE and SBE Participation

A race-neutral DBE program means that there are no DBE contract specific goals and no advantages provided to interested DBE contractors when submitting bids or proposals. Successful bidders are chosen using race-neutral means, generally through a low-bid or best-value procurement process.

To increase DBE participation on MTS's federally assisted procurements, as well as SBE participation on all MTS's contracts, MTS conducts outreach to DBEs and SBEs in an effort to inform them of upcoming MTS procurements. The following are some of the race-neutral measures MTS has implemented:

1. outreach to new vendors to discuss the benefits of DBE, MBE, DVBE, WBE, SB, PDBE and/or LGBTBE certification and what qualifications are necessary to become certified, as some may already qualify;
2. outreach to vendors requesting that they register on PlanetBids so they can receive automatic notification of upcoming MTS formal procurements;

3. for small purchase procurements in which MTS must seek out three (3) bids, MTS aims to advertise more of these procurement on PlanetBids so as to increase the potential of DBEs, and SBEs learning of the procurement, if such a contractor is available to perform the work;
4. for small purchase procurements in which MTS must seek out three (3) bids, seeking at least one (1) of those bids from a DBE or SBE, if available; and
5. attend and actively promote small business conferences and programs to alert DBEs and SBEs of upcoming MTS contracting opportunities and to educate about MTS's DBE program.

MTS was able to attend the following events since November 2022:

- Small Business Development Center (SBDC) - Meet the Buyers Connecting with Contracts: Celebrating National Veteran's Month on 11/30/2022;
- SBDC - 1st Connecting with Contracts of 2023; honoring Black History Month on 2/23/2023;
- California Department of Transportation (Caltrans) - Local Small Business Council Meeting on 2/28/2023; and
- SBDC - Annual State of California Procurement Expo Celebrating SBDC Day on 3/15/2023

MTS also continued to attend San Diego Public Agency Consortium bi-monthly meetings, virtually. At these meetings, San Diego County public agencies discussed upcoming planned virtual outreach events amongst the members and best practices regarding their agency's DBE and SB programs.

V. Federally Funded Procurements

Only contracts awarded and paid by MTS using federal funds (or a portion of federal funds) are reported to the FTA per DOT DBE Regulations. MTS generally reserves federal funds for transit vehicle procurements, transit facility improvements, state-of-good-repair vehicle or system preventative maintenance projects, and contracted fixed route and paratransit bus services. MTS generally uses local and state funds for capital projects (e.g. construction, engineering), administrative costs and other expenses (e.g. marketing expenses, land management, office supplies).

VI. Summary of Semi-Annual DBE Report Achievement (Federal Funds Only)

The FTA Semi-Annual Report for October 1, 2022 to March 31, 2023 is the third of six reports in the triennial period of FFY 2022-2024.

a. Contracts Awarded

For this reporting period, MTS **achieved** its DBE Triennial Overall Goal of 6.3% for contracts awarded. MTS achieved **44.73%** DBE participation for contracts awarded, as shown below in Table 1.

Table 1: Federal Contracts Awarded

Federal Contract Awards/Commitments				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
Federal Funds: Oct 1 2022 to Mar 31 2023	\$17,806,277.45	\$7,965,351.88	44.73%	+38.43%

The main reason for why MTS was able to meet its DBE Triennial Overall Goal for contracts awarded was due to awarding a large contract to a DBE firm. MTS awarded 6-year base contract for janitorial services within light rail vehicles and various MTS administrative and maintenance buildings to **NMS Management**, a **DBE**, in the amount of \$9,898,214.91 (80% federally funded).

b. Contracts Open

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for contracts opened. MTS achieved **1.92%** DBE participation for contracts open, as shown below in Table 2.

Table 2: Federal Contracts Open

Federal Contracts Open/Payments During Reporting Period				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
Federal Funds: Oct 1 2022 to Mar 31 2023	\$34,301,542.92	\$669,146.34	1.95%	-4.35%

The main reason why MTS was not able to meet its DBE Triennial Overall Goal for contracts opened was due to payments to **Transdev**, a **non-DBE**, for fixed route services in the amount of \$28,140,407.81 (69% federally funded) paid between October 1 2022 to March 31, 2023. These large payments to Transdev are diluting the substantial dollars being paid out to **NMS Management**, a **DBE** firm, for janitorial services, in the amount of \$772,258.14 (80% federally funded), paid between October 1 2022 to March 31, 2023.

c. Contracts Completed

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for contracts completed. MTS achieved **1.69%** DBE participation for contracts completed, as shown below in Table 3.

Table 3: Federal Contracts Completed

Federal Contracts Completed/Total Payments				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
Federal Funds: Oct 1 2022 to Mar 31 2023	\$3,353,815.09	\$56,815.56	1.69%	-4.61%

The main reasons for why MTS was not able to meet its DBE Triennial Overall Goal for contracts completed was due to closing out various large contracts, which includes but is not

limited to: transit power substation installations to **Mid-Coast Transit Constructors**, a **non-DBE**, payments during the life of the contract totaling \$2,984,262.26 (34% federally funded); and RTMS radio site hardware refresh services to **Motorola Solutions**, a **non-DBE**, payments during the life of the contract totaling \$3,244,487.00 (27% federally funded). These large payments and others diluted the dollars paid to DBEs on completed contracts, including a completed contract to **Pridestaff**, a **DBE** firm, for temporary staffing services, payments during the life of the contract totaling \$42,688.78 (80% federally funded).

Please note, MTS decides contract performance periods based on MTS business and operational needs. Every reporting period will differ on the number, type and dollar amount of contracts closed out.

VII. Summary of Achievement Toward Meeting MTS's DBE Triennial Overall Goal

While the specific DBE participation rate for each six (6) month reporting period may fluctuate, the goal of the MTS DBE program is to achieve the 6.3% DBE Triennial Overall Goal as an average for the FFY 2022-2024 triennial period. Despite having three (3) more reporting periods left in the triennial period, MTS has **achieved** its DBE Triennial Overall Goal of 6.3% for FFY 2022-2024, thus far. MTS achieved **25.42%** DBE participation for FFY 2022-2024 thus far, as shown below in Table 4.

Table 4: DBE Achievement for FFY 2022-2024

DBE Achievement for FFY 2022-2024				
FFY	Reporting Period	Total Federal Awarded	Total DBE Awarded	DBE %
FFY 2022	Oct 1 21 to Mar 31 22	\$7,843,315.85	\$234,599.40	2.99%
FFY 2022	April 1 22 to Sept 30 22	\$6,977,851.08	\$92,523.71	1.33%
FFY 2023	Oct 1 22 to Mar 31 23	\$17,806,277.45	\$7,965,351.88	44.73%
FFY 2023	April 1 23 to Sept 30 23	<i>Not yet completed</i>		
FFY 2024	Oct 1 23 to Mar 31 24			
FFY 2024	April 1 24 to Sept 30 24			
Achievement Toward Meeting FFY 2022-2024 DBE Triennial Overall Goal of 6.3% (FFY 2022-2024 Total DBE Awarded ÷ FFY 2022-2024 Total Fed Awarded)		IN PROGRESS: 25.42% Achieved 25.42% <i>thus far</i> towards DBE Overall Triennial Goal of 6.3%		

VIII. Summary of DBE, WBE, MBE, DVBE, PDBE, LGBTBE and SB Participation for all Contracts (Regardless of Funding Source)

Although MTS may not count participation of MBE, DVBE, WBE, SB, PDBE and LGBTBE (collectively referred to as SBEs) towards achievement of its DBE Overall Triennial Goal, MTS does record the participation of these businesses to gauge the success of its program to foster small business participation. MTS encourages the participation of DBEs and SBEs on all of its contracts, no matter the funding source.

MTS's DBE and SBE participation rates for the reporting period, *using both local and federal funds*, are included below in Table 5.

Table 5: All Contracts Awarded (All Funding Sources)

All Contract Awards/Commitments (All Funding Sources)					
REPORTING PERIOD	Total \$	DBE \$	DBE %	SBE \$ (MBE, DVBE, WBE, SB, PDBE and LGBTBE)	SBE %
Total Funds: Oct 1 2022 to Mar 31 2023	\$67,365,767.07	\$10,440,863.02	15.50%	\$12,221,020.20	18.14%

To highlight on of the many SBE achievements MTS had this reporting period, MTS awarded a contract to **Comfort Mechanical**, a **SB**, for SDSU tunnel safety equipment maintenance in the amount of \$807,341.00 (80% federally funded). To compare MTS's current achievements with past reporting periods, enclosed is a History of Semi-Annual Reports (Attachment B).

/S/ Sharon Cooney _____
Sharon Cooney
Chief Executive Officer

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

Attachment: A. History of Semi-Annual DBE Reports

MTS History of DBE Semi Annual Reports
Contract Awards/Commitments*

	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>TOTAL DOLLARS AWARDED (fed & local)</u>	<u>Total DBE \$\$</u>	<u>Total DBE %</u>	<u>Total SBE \$\$</u>	<u>Total SBE %</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 63,883,438.52	\$ 298,902.02	0.47%	\$ 2,929,504.04	4.59%
		Apr 1 16 to Sept 30 16	\$ 32,178,592.14	\$ 976,115.34	3.03%	\$ 996,434.97	3.10%
FFY17**		Oct 1 16 to Mar 31 17	\$ 92,516,929.91	\$ 5,611,166.70	6.07%	\$ 3,735,641.71	4.04%
		Apr 1 17 to Sept 30 17	\$ 40,939,010.42	\$ 478,288.92	1.17%	\$ 1,622,764.06	3.96%
FFY18		Oct 1 17 to Mar 31 18	\$ 31,874,559.08	\$ 754,167.60	2.37%	\$ 3,002,750.48	9.42%
		Apr 1 18 to Sept 30 18	\$ 68,024,202.91	\$ 1,725,734.24	2.54%	\$ 4,982,014.37	7.32%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 329,416,732.98	\$ 9,844,374.82	2.99%	\$ 17,269,109.63	5.24%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$ 5,715,068.36	7.75%
		Apr 1 19 to Sept 30 19	\$ 40,005,268.47	\$ 6,243,719.33	15.61%	\$ 1,796,894.06	4.49%
FFY20		Oct 1 19 to Mar 31 20	\$ 52,022,126.82	\$ 4,330,163.32	8.32%	\$ 4,831,911.79	9.29%
		Apr 1 20 to Sept 30 20	\$ 230,588,830.67	\$ 636,712.08	0.28%	\$ 2,322,909.77	1.01%
		Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 47,280,121.00	\$ 636,712.08	1.35%	\$ 2,322,909.77	4.91%
FFY21		Oct 1 20 to Mar 31 21	\$ 546,248,722.19	\$ 428,054.08	0.08%	\$ 5,511,166.79	1.01%
		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 39,863,273.69	\$ 428,054.08	1.07%	\$ 5,511,166.79	13.83%
		Apr 1 21 to Sept 30 21	\$ 96,111,004.32	\$ 461,370.54	0.48%	\$ 44,133,244.11	45.92%
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 1,038,766,050.38	\$ 12,706,836.45	1.22%	\$ 64,311,194.88	6.19%
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 349,071,892.21	\$ 12,706,836.45	3.64%	\$ 64,311,194.88	18.42%
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 58,074,628.88	\$ 637,356.70	1.10%	\$ 6,907,845.36	11.89%
		Apr 1 22 to Sept 30 22	\$ 45,351,112.49	\$ 670,801.19	1.48%	\$ 1,810,431.39	3.99%
FFY23		Oct 1 22 to Mar 31 23	\$ 67,365,767.07	\$ 10,440,863.02	15.50%	\$ 12,221,020.20	18.14%
FFY24		Oct 1 23 to Mar 31 24 Apr 1 24 to Sept 30 24	In Progress				
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)	\$ 170,791,508.44	\$ 11,749,020.91	6.88%	\$ 20,939,296.95	12.26%

	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>Federal DBE \$\$</u>	<u>Federal DBE %</u>	<u>Federal SBE \$\$</u>	<u>Federal SBE %</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 4,094,298.13	\$ 11,859.89	0.29%	\$ 246,645.99	6.02%
		Apr 1 16 to Sept 30 16	\$ 6,418,545.41	\$ 255,760.97	3.98%	\$ 148,325.08	2.31%
FFY17**		Oct 1 16 to Mar 31 17	\$ 19,827,518.60	\$ 3,781,098.94	19.07%	\$ 196,188.57	0.99%
		Apr 1 17 to Sept 30 17	\$ 3,326,175.53	\$ 31,444.62	0.95%	\$ 405,594.52	12.19%
FFY18		Oct 1 17 to Mar 31 18	\$ 5,888,603.26	\$ 107,876.47	1.83%	\$ 716,139.92	12.16%
		Apr 1 18 to Sept 30 18	\$ 5,453,720.86	\$ 977,533.90	17.92%	\$ 267,303.01	4.90%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 45,008,861.79	\$ 5,165,574.79	11.48%	\$ 1,980,197.09	4.40%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 8,603,476.55	\$ 204,022.26	2.37%	\$ 182,110.81	2.12%
		Apr 1 19 to Sept 30 19	\$ 9,005,016.32	\$ 3,884,727.66	43.14%	\$ 644,406.58	7.16%
FFY20		Oct 1 19 to Mar 31 20	\$ 7,065,591.07	\$ 84,861.22	1.20%	\$ 1,309,065.78	18.53%
		Apr 1 20 to Sept 30 20	\$ 130,881,224.89	\$ 135,337.29	0.10%	\$ 242,071.52	0.18%
		Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 14,306,408.31	\$ 135,337.29	0.95%	\$ 242,071.52	1.69%
FFY21		Oct 1 20 to Mar 31 21	\$ 182,514,682.65	\$ 45,759.00	0.03%	\$ 369,213.11	0.20%
		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 1,059,896.95	\$ 45,759.00	4.32%	\$ 369,213.11	34.83%
		Apr 1 21 to Sept 30 21	\$ 14,952,198.32	\$ 44,380.72	0.30%	\$ 712,640.36	4.77%
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 353,022,189.80	\$ 4,399,088.15	1.25%	\$ 3,459,508.16	0.98%
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 54,992,587.52	\$ 4,399,088.15	8.00%	\$ 3,459,508.16	6.29%
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 7,843,315.85	\$ 234,599.40	2.99%	\$ 760,885.51	9.70%
		Apr 1 22 to Sept 30 22	\$ 6,977,851.08	\$ 92,523.71	1.33%	\$ 231,078.11	3.31%
FFY23		Oct 1 22 to Mar 31 23	\$ 17,806,277.45	\$ 7,965,351.88	44.73%	\$ 1,029,876.32	5.78%
FFY24		Oct 1 23 to Mar 31 24 Apr 1 24 to Sept 30 24	In Progress				
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)	\$ 32,627,444.38	\$ 8,292,474.99	25.42%	\$ 2,021,839.94	6.20%

	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Local \$\$</u>	<u>Local DBE \$\$</u>	<u>Local DBE %</u>	<u>Local SBE \$</u>	<u>LOCAL SBE %</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 59,789,140.39	\$ 287,042.13	0.48%	\$ 2,682,858.05	4.49%
		Apr 1 16 to Sept 30 16	\$ 25,760,046.73	\$ 720,354.37	2.80%	\$ 848,109.89	3.29%
FFY17**		Oct 1 16 to Mar 31 17	\$ 72,689,411.31	\$ 1,830,067.76	2.52%	\$ 3,539,453.14	4.87%
		Apr 1 17 to Sept 30 17	\$ 37,612,834.89	\$ 446,844.30	1.19%	\$ 1,217,169.54	3.24%
FFY18	3.75%	Oct 1 17 to Mar 31 18	\$ 25,985,955.82	\$ 646,291.13	2.49%	\$ 2,286,610.56	8.80%
		Apr 1 18 to Sept 30 18	\$ 62,570,482.05	\$ 748,200.34	1.20%	\$ 4,714,711.36	7.54%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$284,407,871.19	\$ 4,678,800.03	1.65%	\$ 15,288,912.54	5.38%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 65,186,621.36	\$ 402,794.84	0.62%	\$ 5,532,957.55	8.49%
		Apr 1 19 to Sept 30 19	\$ 31,000,252.15	\$ 2,358,991.67	7.61%	\$ 1,152,487.48	3.72%
FFY20		Oct 1 19 to Mar 31 20	\$ 44,956,535.75	\$ 4,245,302.10	9.44%	\$ 3,522,846.01	7.84%
		Apr 1 20 to Sept 30 20	\$ 99,707,605.78	\$ 501,374.79	0.50%	\$ 2,080,838.25	2.09%
		Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 32,973,712.69	\$ 501,374.79	1.52%	\$ 2,080,838.25	6.31%
FFY21		Oct 1 20 to Mar 31 21	\$ 363,734,039.54	\$ 382,295.08	0.11%	\$ 5,141,953.68	1.41%
		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 38,803,376.74	\$ 382,295.08	0.99%	\$ 5,141,953.68	13.25%
		Apr 1 21 to Sept 30 21	\$ 81,158,806.00	\$ 416,989.82	0.51%	\$ 43,420,603.75	53.50%
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 685,743,860.58	\$ 8,307,748.30	1.21%	\$ 60,851,686.72	8.87%
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 294,079,304.69	\$ 8,307,748.30	2.83%	\$ 60,851,686.72	20.69%
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 50,231,313.03	\$ 402,757.30	0.80%	\$ 6,146,959.85	12.24%
		Apr 1 22 to Sept 30 22	\$ 38,373,261.41	\$ 578,277.48	1.51%	\$ 1,579,353.28	4.12%
FFY23		Oct 1 22 to Mar 31 23	\$ 49,559,489.62	\$ 2,475,511.14	5.00%	\$ 11,191,143.88	22.58%
FFY24		Oct 1 23 to Mar 31 24	In Progress				
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)	\$ 138,164,064.06	\$ 3,456,545.92	2.50%	\$ 18,917,457.01	13.69%

*Transit Vehicle Procurements (buses, trolleys) from Transit Vehicle Manufacturers (TVM) are not included in this Report per DOT DBE Regulations. TVMs have their own DBE Program, Goals and Reporting requirements. Inventory procurements are also not included. Only at time an inventory item is issued from store room will the federal/local breakdown be known, not at the time of purchase. *

In FY17, MTS began using the U.S. Small Business Administration Database, which provides a listing of Small Businesses. This Database tracks firms in which revenues and/or number of employees do not exceed the North American Industry Classification System (NAICS) code's small business size standards, which is used to determine whether a DBE is a small business or not.



Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Operations Budget Status Report for April 2023

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for April 2023 compared to the Fiscal Year (FY) 2023 amended budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for April 2023. Attachment A-2 details the April 2023 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 April 2023 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 April 2023, MTS's net-operating income favorable variance totaled \$3,024,000 (1.3%). Operations produced a \$929,000 (0.4%) favorable variance and the administrative/other activities areas were favorable by \$2,095,000.

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through April 2023 were \$76,378,000 compared to the year-to-date budget of \$75,676,000, representing a \$702,000 (0.9%) favorable variance. Year-to-date passenger revenue was unfavorable to budget by \$993,000 (-1.7%) through April. Passenger revenue was \$11,831,000 (26.4%) higher than the prior year.

Other operating revenue was favorable by \$1,694,000 (9.4%), primarily due to favorable interest income.

Operating Expenses. Year-to-date combined expenses through April 2023 were \$309,752,000 compared to the budget of \$312,075,000, resulting in a \$2,323,000 (0.7%) favorable variance.



Personnel Costs. Year-to-date personnel-related costs totaled \$135,924,000, compared to a budgetary figure of \$135,641,000, producing an unfavorable variance of \$284,000 (-0.2%). This is primarily due to unfavorable health and welfare expenses in Bus.

Outside Services and Purchased Transportation. Outside services in total through April 2023 were \$103,221,000, compared to a budget of \$105,211,000, resulting in a favorable variance of \$1,990,000 (1.9%). This is primarily due to favorable purchased transportation costs for both fixed route service as well as paratransit service. Purchased transportation for fixed route services are favorable due to a combination of service levels, liquidated damages, and standby hours. Purchased transportation costs for paratransit services are favorable primarily due to passenger demand being lower than the targets included in the midyear budget.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$13,622,000, compared to a budgetary figure of \$13,626,000, resulting in a favorable variance of \$4,000. This is primarily due to favorable revenue vehicle parts and supplies within Bus operations, being mostly offset by unfavorable revenue vehicle parts within Trolley operations

Energy. Total year-to-date energy costs were \$44,637,000, compared to the budget of \$45,087,000, resulting in a favorable variance of \$450,000 (1.0%). This is primarily due to favorable rates versus budget. CNG is favorable due to both rate and consumption, and is expected to continue to be favorable through the rest of the fiscal year as the commodity rate continues to decrease.

Risk Management. Total year-to-date expenses for risk management were \$6,171,000 compared to the budget of \$6,224,000, resulting in a favorable variance totaling \$53,000 (0.8%).

General and Administrative. The year-to-date general and administrative costs were \$4,837,000 through April 2023, compared to a budget of \$4,923,000, resulting in a favorable variance of \$86,000 (1.7%). This is primarily due to favorable Pronto fare materials and credit card fees.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$1,339,000 compared to the budget of \$1,363,000, resulting in a favorable variance of \$24,000 (1.8%).

YEAR-TO-DATE SUMMARY

The April 2023, year-to-date net-operating income totaled a favorable variance of \$3,024,000 (1.3%). These factors include favorable variances in other operating revenue, outside services, materials and supplies, energy, risk management, general and administrative, and vehicle/facility leases, partially offset by unfavorable passenger revenue and personnel 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

MTS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 56,565	\$ 57,558	\$ (993)	-1.7%
Other Revenue	19,812	18,118	1,694	9.4%
Total Operating Revenue	\$ 76,378	\$ 75,676	\$ 702	0.9%
Personnel costs	\$ 135,924	\$ 135,641	\$ (284)	-0.2%
Outside services	103,221	105,211	1,990	1.9%
Materials and supplies	13,622	13,626	4	0.0%
Energy	44,637	45,087	450	1.0%
Risk management	6,171	6,224	53	0.8%
General & administrative	4,837	4,923	86	1.7%
Vehicle/facility leases	1,339	1,363	24	1.8%
Administrative Allocation	0	0	0	0.0%
Total Operating Expenses	\$ 309,752	\$ 312,075	\$ 2,323	0.7%
Operating Income (Loss)	\$ (233,375)	\$ (236,399)	\$ 3,024	1.3%
Total Non-Operating Activities	817	296	521	176.0%
Income (Loss) before Capital Contributions	\$ (232,558)	\$ (236,103)	\$ 3,545	-1.5%

OPERATIONS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 56,565	\$ 57,558	\$ (993)	-1.7%
Other Revenue	839	801	39	4.8%
Total Operating Revenue	\$ 57,405	\$ 58,359	\$ (954)	-1.6%
Personnel costs	\$ 113,951	\$ 113,741	\$ (210)	-0.2%
Outside services	85,130	86,682	1,552	1.8%
Materials and supplies	13,578	13,589	11	0.1%
Energy	43,639	44,072	434	1.0%
Risk management	5,394	5,427	33	0.6%
General & administrative	770	830	60	7.2%
Vehicle/facility leases	1,153	1,157	4	0.3%
Administrative Allocation	26,169	26,169	0	0.0%
Total Operating Expenses	\$ 289,782	\$ 291,666	\$ 1,884	0.6%
Operating Income (Loss)	\$ (232,377)	\$ (233,306)	\$ 929	0.4%
Total Non-Operating Activities	140	175	(35)	-20.1%
Income (Loss) before Capital Contributions	\$ (232,237)	\$ (233,132)	\$ 894	-0.4%

OPERATIONS

BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 15,794	\$ 16,129	\$ (335)	-2.1%
Other Revenue	55	27	27	100.0%
Total Operating Revenue	\$ 15,848	\$ 16,156	\$ (308)	-1.9%
Personnel costs	\$ 70,799	\$ 70,602	\$ (196)	-0.3%
Outside services	1,719	1,797	77	4.3%
Materials and supplies	5,385	5,606	221	3.9%
Energy	9,181	9,745	564	5.8%
Risk management	2,226	2,317	91	3.9%
General & administrative	353	371	18	4.7%
Vehicle/facility leases	353	341	(12)	-3.6%
Administrative Allocation	5,230	5,230	0	0.0%
Total Operating Expenses	\$ 95,246	\$ 96,008	\$ 762	0.8%
Operating Income (Loss)	\$ (79,398)	\$ (79,852)	\$ 454	0.6%
Total Non-Operating Activities	(142)	(113)	(29)	25.4%
Income (Loss) before Capital Contributions	\$ (79,540)	\$ (79,965)	\$ 425	-0.5%

OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2023
APRIL 30, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 21,795	\$ 22,469	\$ (674)	-3.0%
Other Revenue	785	773	11	1.5%
Total Operating Revenue	\$ 22,580	\$ 23,242	\$ (662)	-2.9%
Personnel costs	\$ 42,433	\$ 42,439	\$ 6	0.0%
Outside services	6,857	6,749	(108)	-1.6%
Materials and supplies	8,126	7,923	(203)	-2.6%
Energy	23,520	23,567	47	0.2%
Risk management	3,152	3,095	(58)	-1.9%
General & administrative	399	437	38	8.8%
Vehicle/facility leases	499	512	13	2.5%
Administrative Allocation	18,694	18,694	(0)	0.0%
Total Operating Expenses	\$ 103,681	\$ 103,416	\$ (266)	-0.3%
Operating Income (Loss)	\$ (81,101)	\$ (80,173)	\$ (928)	-1.2%
Total Non-Operating Activities	20	27	(6)	-24.0%
Income (Loss) before Capital Contributions	\$ (81,081)	\$ (80,147)	\$ (934)	1.2%

OPERATIONS

BUS - CONTRACTED SERVICES (FIXED ROUTE)

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 18,012	\$ 17,997	\$ 15	0.1%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 18,012	\$ 17,997	\$ 15	0.1%
Personnel costs	\$ 573	\$ 560	\$ (14)	-2.4%
Outside services	65,520	66,157	637	1.0%
Materials and supplies	67	60	(6)	-10.8%
Energy	10,119	9,867	(253)	-2.6%
Risk management	-	-	-	-
General & administrative	5	6	1	21.6%
Vehicle/facility leases	15	18	3	18.2%
Administrative Allocation	1,909	1,909	0	0.0%
Total Operating Expenses	\$ 78,209	\$ 78,578	\$ 369	0.5%
Operating Income (Loss)	\$ (60,196)	\$ (60,580)	\$ 384	0.6%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (60,196)	\$ (60,580)	\$ 384	-0.6%

OPERATIONS

BUS - CONTRACTED SERVICES (PARATRANSIT)

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 964	\$ 963	\$ 1	0.1%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 964	\$ 963	\$ 1	0.1%
Personnel costs	\$ 146	\$ 140	\$ (6)	-4.1%
Outside services	10,772	11,718	946	8.1%
Materials and supplies	-	-	-	-
Energy	818	893	75	8.4%
Risk management	15	15	-	0.0%
General & administrative	13	15	3	16.9%
Vehicle/facility leases	285	286	0	0.1%
Administrative Allocation	335	335	0	0.0%
Total Operating Expenses	\$ 12,385	\$ 13,403	\$ 1,018	7.6%
Operating Income (Loss)	\$ (11,420)	\$ (12,440)	\$ 1,020	8.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (11,420)	\$ (12,440)	\$ 1,020	-8.2%

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	261	261	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 261	\$ 261	\$ -	0.0%
Operating Income (Loss)	\$ (261)	\$ (261)	\$ -	0.0%
Total Non-Operating Activities	261	261	-	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

ADMINISTRATION
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	18,061	16,433	1,628	9.9%
Total Operating Revenue	\$ 18,061	\$ 16,433	\$ 1,628	9.9%
Personnel costs	\$ 21,570	\$ 21,488	\$ (81)	-0.4%
Outside services	18,073	18,492	419	2.3%
Materials and supplies	44	37	(7)	-19.1%
Energy	993	1,009	16	1.6%
Risk management	714	725	11	1.5%
General & administrative	4,008	4,031	23	0.6%
Vehicle/facility leases	175	192	17	8.8%
Administrative Allocation	(26,185)	(26,185)	0	0.0%
Total Operating Expenses	\$ 19,391	\$ 19,789	\$ 398	2.0%
Operating Income (Loss)	\$ (1,330)	\$ (3,356)	\$ 2,026	60.4%
Total Non-Operating Activities	911	121	790	652.5%
Income (Loss) before Capital Contributions	\$ (419)	\$ (3,235)	\$ 2,816	-87.0%

OTHER ACTIVITIES

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2023

APRIL 30, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	912	884	28	3.1%
Total Operating Revenue	\$ 912	\$ 884	\$ 28	3.1%
Personnel costs	\$ 404	\$ 412	\$ 7	1.8%
Outside services	18	37	19	51.8%
Materials and supplies	0	0	0	21.6%
Energy	6	6	0	1.9%
Risk management	64	73	9	12.2%
General & administrative	59	62	3	4.7%
Vehicle/facility leases	11	15	3	21.6%
Administrative Allocation	17	17	(0)	0.0%
Total Operating Expenses	\$ 580	\$ 621	\$ 41	6.6%
Operating Income (Loss)	\$ 332	\$ 263	\$ 69	26.2%
Total Non-Operating Activities	(234)	-	(234)	-
Income (Loss) before Capital Contributions	\$ 99	\$ 263	\$ (165)	-62.5%



Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Rio Vista/Morena Wall Buttress Design Services – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA353-AE-09 under MTS Doc. No. PWL353.0-22 (in substantially the same format as Attachment A) with Dokken Engineering (Dokken), in the amount of \$570,845.89 for design services for the Rio Vista/Morena Wall Buttress.

Budget Impact

The total cost of this contract is estimated to be \$570,845.89. The project is funded by MTS Capital Improvement Program (CIP) Project number 2005003902 – Rio Vista/Morena Wall Buttress.

DISCUSSION:

This proposed work order relates to design services to prepare construction specifications for the retrofit of the infrastructure at the Rio Vista Station on the MTS Green Line.

The Rio Vista Station and apartment complex to the north were constructed in 1999 and 2003, respectively. At that station, there are various retaining wall configurations used to support the tracks between the grade separation structures.

In 2018, MTS observed settlement/movement at this station and engaged engineering consultants to prepare retrofit recommendations for MTS. At that time, the recommendations included Tie Rods, Tie-Back Anchors, Cast-in-place wall replacement, and surface drainage improvements. Prior to proceeding with a final design, MTS installed a series of monitor points to observe movement in the wall and provide additional data points for a final design solution. Funding for the final design of this retrofit is included in the MTS CIP. Therefore, MTS sought a consultant to review available documents, investigate the observed settlement/movement, and provide new or updated recommendations for retrofit.



This work order with Dokken will provide design services to identify recommendations to address these concerns by reinforcing the existing retaining walls supporting the Rio Vista Trolley. The work includes developing recommendations for retrofitting the walls, planning and obtaining temporary construction easements and construction access to the site, developing environmental documents required for construction, and developing construction plans, specifications and estimates.

Once the design is complete, it is anticipated that the construction for this project will be funded through the Fiscal Year (FY) 25 CIP budget.

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 the rotation process, selected Dokken, to perform the requisite services.

Dokken's proposed amount of \$570,845.89 is less than MTS's Independent Cost Estimate (ICE) of \$578,747.62, and thus was determined to be fair and reasonable. Dokken will not utilize subcontractors for the proposed design services.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA353-AE-09 under MTS Doc. No. PWL353.0-22 (in substantially the same format as Attachment A) with Dokken in the amount of \$570,845.89 for design services for the Rio Vista/Morena Wall Buttress.

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order WOA353-AE-09
B. Cost Form



**Metropolitan
Transit
System**

Att.A, AI 6, 06/15/23

June 15, 2023

MTS Doc. No. PWL353.0-22
WOA353-AE-09

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

Dear Mr. Klemunes:

Subject: WORK ORDER WOA353-AE-09, TO MTS DOC. NO. PWL353.0-22, ENGINEERING
SERVICES FOR RIO VISTA/MORENA WALL BUTTRESS

This letter shall serve as Work Order WOA353-AE-09, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services for Rio Vista/Morena Wall Buttress (Attachment A).

SCHEDULE

The Scope of Services, as described above, shall be for a period of fifty-seven (57) weeks from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$570,845.89 without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

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

**ATTACHMENT A
SCOPE OF SERVICES**

WORK ORDER TITLE: RIO VISTA PLATFORM DESIGN – PHASE II WOA353-AE-09

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services to prepare construction document (PS&E) for the retrofit of the infrastructure at the Rio Vista Station on the MTS Green Line.

The Rio Vista Station and apartment complex to the north were constructed in 1999 and 2003, respectively. Based on our review of available record, there are various retaining wall configurations used to support the tracks between the grade separation structures at the Rio Vista Transit Station. A combination of precast concrete panel faced and welded wire (gabion basket) faced Mechanically Stabilized Embankment (MSE) with soil reinforcement are utilized as the main earth retaining system supporting the NCTD tracks. A supplemental cast-in-place (CIP) concrete curb wall is in place above the welded wire faced MSE wall along the left (North) side of the transit station platform.

In 2018, MTS observed settlement/movement at this station and engaged Jacobs and Atlas, (formerly SCST) for retrofit recommendations. Recommendations included Tie Rods, Tie-Back Anchors, Cast-in-place wall replacement, and surface drainage improvements.

Prior to proceeding with final design, MTS installed a series of monitor points to observe movement and is seeking a new consultant to review available documents, investigate the observed settlement/movement, provide new recommendations for retrofit.

It is our understanding that there are several factors likely attributing to the observed movement of the walls and platform including:

- Presence of loose/soft materials in the upper 5 feet below the platform
- Unsuitable and potentially expansive materials used for the MSE walls
- Slackening of the MSE reinforcement behind the walls
- Settlement of the fill materials

We understand the Jacobs design team, along with MTS, explored options for the removal and replacement of the fill materials, however, due to the technical infeasibility of this alternative, it was ultimately abandoned and is not being carried forward for further evaluation.

II. SCOPE OF WORK

This task order is for work required to develop recommendations for the retrofit of the walls, plan and obtain temporary construction easements and construction access to the site, develop environmental documents required for construction, and develop construction plans, specifications, and estimates, which includes the following:

- Early Package/Schematic Design (60%), 90% and 100% construction package, including structural, civil, geotechnical, technical specifications, and construction cost estimates.
- Environmental (CEQA) Documents

- Right of Way Services for temporary construction easements
- Support during the bid phase.
- Support during construction.

TASK 1: PROJECT MANAGEMENT

1.1 Project Management

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

- 1.1.1. Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.1.2. Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings. It is assumed there will be bi-weekly meetings for the duration of the task order.
- 1.1.3. Develop and implement a project schedule to complete the Scope of Work and manage the project to eliminate or minimize supplemental agreements.
- 1.1.4. Provide coordination between MTS and outside agencies and stakeholders, this includes manage decision making and communication with MTS, community/agency, and the stakeholder team.
- 1.1.5. Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the Consultant or sub-Consultants. The Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.
- 1.1.6. Provide QA/QC on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents shall have a check box or signature indicating a review has been performed.

***Deliverables:** Progress Reports, Project Delivery Schedule, Attend and Facilitate biweekly design team meetings, Meeting Agendas, Meeting Minutes*

TASK 2: RIGHT OF WAY SERVICES

Temporary construction easements (TCEs) will be required for construction staging and construction access. The following summarizes the anticipates scope of services anticipated to obtain TCEs for the project:

2.1 Right of Way Management and Coordination Services

Dokken's right of way manager will oversee the following:

- Obtaining and reviewing title reports
- Providing all gathered information to the appraiser and attaining a detailed timeline to complete the assigned task;
- Monitoring progress and providing any additional information to the designated appraiser;
- Reviewing all reports supplied by the appraiser for quality assurance;
- Providing draft reports to the review appraiser for final review and recommendations;
- Preparation of draft acquisition documentation for Client review and approval;
- Providing final appraisal report, appraisal review, and acquisition documentation to the Client for final review;
- Preparation of staff reports for approval of just compensation;
- Making offers in person to each property owner;
- Attaining executed acquisition documentation from each affected property owner;
- Providing possession documentation in lieu of purchase contracts;
- Providing condemnation support, if required;
- Delivering fully executed documentation to escrow/title officers to close escrow and obtain title insurance;
- Coordination of the close of escrow and providing original copies of acquisition files to the Client.

2.2 Project Tracking Table

A project tracking table will be created for the project. Dokken will maintain the project tracking table and distribute to MTS on a regularly basis. This table will outline milestones, completion dates, comments, and any additional information MTS may request.

Deliverables: Project Tracking Table

2.3 Order Title Reports/Title Research

Dokken will obtain title reports for two (2) properties: APNs 438-362-11 and 438-362-13. The Dokken right of way team will perform all necessary research for each parcel being acquired, which includes analyzing title reports, contracts, judgements, court records, and other documents to evaluate the legal status and effect upon title of various liens, restrictions, and encumbrances. Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way. Dokken will use the title reports along with our resources and databases to locate existing effected property owners.

Deliverables: 2 Preliminary Title Reports

2.4 Appraisal Process

Plat maps and legal descriptions for two (2) parcels (APNs 438-362-11 and 438-362-13) will be prepared by a licensed surveyor. It is assumed that MTS will provide the record boundary file, assumed to be included with the survey to be provided by MTS.

Upon completion of plat maps and legal descriptions, appraisals will be completed for two (2) parcels (APNs 438-362-11 and 438-362-13) by licensed General Real Estate Appraisers. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

Deliverables: *Plat maps and legal descriptions, 2 Appraisal Reports*

2.5 Summary Statement

Dokken will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

Deliverables: *Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Exhibit 8-EX-16)*

2.6 Right of Way Negotiations

Dokken's right of way team will provide "Good Faith Negotiations" for two (2) parcels (APNs 438-362-11 and 438-362-13). Dokken will coordinate with the City for consent to utilize a potential easement they may have for the bikeway on parcel 438-362-11. After completion of the appraisal process and just compensation determination, Dokken will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and "Your Property – Your Transportation Project" booklet. Dokken will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Dokken will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Dokken will work closely with the MTS to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications will be provided to MTS for review. Working with the property owners to agreeable terms will be Dokken's focus.

Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Deliverables: *Right of Way Agreements, Temporary Construction Easement Deeds, Administrative Settlements, Diaries*

2.7 Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist MTS in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow to close each transaction. Dokken will work closely with MTS to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to MTS for acceptance prior to recording. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.

Deliverables: *Escrow Documents, Closing Statements, and Updating Assessor Information*

2.8 Project Close-Out

The original acquisition file for each affected parcel will be provided to the Client upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, construction contract work documentation and all applicable documentation.

Deliverables: *Original Acquisition Files*

TASK 3: Environmental Understanding and Scope

Dokken's environmental team understands that the project will involve retrofitting existing retaining walls at the Rio Vista Platform and construction access for the project will be provided south of the Rio Vista Platform, in a vegetated area adjacent to the San Diego River. The project is subject to compliance with the California Environmental Quality Act (CEQA). Based on current information regarding potential project impacts, Dokken anticipates that an Initial Study with proposed Mitigated Negative Declaration (IS/MND) will be the appropriate level of documentation to satisfy CEQA compliance with the San Diego Metropolitan Transit System (MTS) as the lead agency under CEQA.

Further, based on preliminary research, this area is also within the City of San Diego's (City) Multi-Habitat Planning Area (MHPA) and potentially subject to City regulations related to the protection of sensitive biological resources. Dokken's skilled environmental team has extensive experience working on projects within the boundaries of the City's MHPA, including the Black Mountain Mine Remediation project for the City San Diego, and will assess whether any specific measures need to be included within the CEQA document. .

Lastly, the San Diego River is considered a jurisdictional water of the U.S. and state. Although impacts are anticipated to be temporary, environmental regulatory permits from California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB) may be required as part of the project. Dokken's environmental team will work closely with the engineers to identify construction access needs and develop solutions to avoid or limit impacts to environmental areas and eliminate the need for the regulatory permits. Should regulatory permits be required, Dokken can provide those services for an additional fee.

Based on our project understanding, the following tasks are required for clearance under CEQA, obtaining regulatory permits, and environmental support during construction:

3.1 Environmental Clearances

3.1.1.1 Biological Technical Report

Dokken will prepare a Biological Technical Report (BTR) in support of the CEQA document and any required regulatory permits, which will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species observed, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare, and include in the report, a graphic displaying the location of the sensitive plant communities onsite and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present, and it will identify and assess project impacts on the existing biological resources, including any sensitive species. The BTR will also assess the project's consistency with any applicable habitat conservation plans.. A separate consistency determination is not expected to be required. Mitigation measures will be identified for any potentially significant temporary and permanent impacts pursuant to state, federal, and City Biology Guidelines. This scope includes up to two (2) rounds of review and comments from MTS.

Deliverables: *Draft Biological Technical Report, Final Biological Technical Report*

3.1.1.2 Biological Reconnaissance Survey

Dokken biologists will conduct literature research and fieldwork to assess the presence/absence of sensitive biological resources (e.g., species or habitats). The location of any sensitive biological resources present within the project areas, including plants and plant communities, will be mapped. . This scope does not include protocol surveys for wildlife species.

3.1.1.2.1 Rare Plants Surveys

Dokken biologists will conduct rare plant surveys in accordance with the most recent CDFW *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (2018).. Surveys will be completed over three separate days timed during the peak bloom period for this specific plant species to determine presence/absence.

3.1.1.3 Cultural Technical Report

Cultural surveys and Native American outreach will be required in support of the CEQA document. Dokken will assist MTS in its compliance with any Assembly Bill 52 Native American requirements, including any required notice to and consultation with Native American tribes. A pedestrian survey will be performed by Dokken's team of qualified Archaeologists.. The results of the survey findings will be included within a Cultural Resources Technical Report. The report will document the results of the record search and include project site surveys to assess the presence or absence of potentially significant prehistoric and historic sites in accordance with CEQA. This scope includes up to two (2) rounds of review and comments from MTS.

Deliverables: *Draft Cultural Report, Final Cultural Report*

3.1.1.3.1 Cultural Records Search

A cultural records search will be conducted through the South Coastal Information Center, which serves the City of San Diego area under the California Historical

Resources Information System. This scope of work includes the record search fee up to \$1,000.

Deliverables: Record Search Results

1.1.7. Environmental Document

3.1.2.1 Draft Initial Study with Proposed Mitigated Negative Declaration

Assuming the results of the Initial Study demonstrate any potentially significant project impacts would be mitigated to less than significant levels with mitigation, Dokken will incorporate the project description and all technical documentation into the draft environmental document in support of a Mitigated Negative Declaration. The environmental document will address any potential impacts to sensitive resources within the project area. The Draft IS/MND will be provided to the MTS for review and comment. This scope and fee include up to two (2) rounds of review and comments from MTS.

Deliverables: Draft Initial Study with Proposed Mitigated Negative Declaration

3.1.2.2 Notice of Intent and Circulation of the Draft Environmental Document

Once the draft IS/MND has been approved by MTS, it will be circulated for review by the public and agencies for a period of 30 days. Dokken will coordinate the preparation of the distribution list with MTS. Pursuant to CEQA requirements, Dokken will also prepare a Notice of Availability/Notice of Intent for the Draft IS/MND and assist MTS in complying with all notice requirements, including any filings with the County Clerk's Office and the California State Clearinghouse for distribution to State agencies. This scope of work assumes that a public meeting during circulation will not be necessary. Dokken will prepare written responses to all comments received on the draft IS/MND. All comments received during this period will be recorded for inclusion in the final environmental document. This scope and fee include up to two (2) rounds of review and comments from MTS.

Deliverables: Notice of Availability/Notice of Intent, Notice of Completion, Responses to Comments

3.1.2.3 Final IS/MND

Following public review of the draft IS/MND, Dokken will incorporate all comments on the IS/MND and responses to such comments, as well as any revisions to the draft IS/MND, into the final IS/MND. A complete Mitigation Monitoring and Reporting Plan (MMRP) documenting all project commitments will also be prepared. To complete the CEQA process, Dokken will file a Notice of Determination with the County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines). The Final IS/MND will be provided to MTS for review and comment. This scope and fee includes up to two (2) rounds of review and comments from MTS and the CEQA filing fee which is estimated to cost \$2,764.00 as of 2023.

Deliverables: Final Initial Study with Mitigated Negative Declaration, Notice of Determination, Mitigation Monitoring and Reporting Plan

3.1.3.1 Pre-Construction Meetings

Prior to the start of construction, Dokken will attend all pre-construction meetings as requested by MTS. Dokken will provide any necessary materials (maps, exhibits, etc.) related

to environmental monitoring services and will offer relevant expertise on potential concerns or issues.

If project vegetation trimming/brush management occurs in or adjacent to native habitat during the typical bird breeding season (i.e., February 1 – September 15), or an active nest is noted, Dokken can provide additional support by conducting migratory nesting bird surveys and provide input on the no-work buffers for active nests and prepare a Nesting Bird Memorandum.

3.1.3.2 Environmental Awareness Training

Dokken's biologists will conduct environmental awareness trainings at the onset of and throughout construction, as necessary, to inform project proponents and personnel of pertinent commitments outlined in the MMRP. Environmental trainings will include a presentation on project boundaries, sensitive habitats, a review of all BMPs and measures to be followed by construction personnel. Additionally, environmental awareness trainings will include the legal protection of special-status species with potential to occur onsite and the importance of avoiding impacts to species and possible penalties for not complying with these requirements. Dokken will retain documentation of the employees who attend the environmental awareness trainings to present to relevant agencies, if requested. This scope includes one (1) environmental awareness training.

Deliverables: Environmental Awareness Training documentation

3.1.3.3 Biological Monitoring

The project may directly and indirectly impact sensitive vegetation communities within the project area; therefore, biological monitoring could be required by CDFW during initial ESA fencing installation and initial ground disturbing activities. In that instance, after ESA fencing installation and initial ground disturbing activities are complete, monthly site visits will be conducted for the duration of ground disturbing work. Should a protected wildlife or plant species be found during these monitoring efforts, Dokken will coordinate with MTS, Resident Engineer, and appropriate agencies. This scope and fee assumes that construction would last approximately two (2) months with up to 6 monitoring visits. If it is determined that construction would take longer than two (2) months, an amendment to this scope would be prepared. Upon completion, a biological monitoring log will be prepared and sent to MTS for review. This scope and fee also assumes that no sensitive cultural resources will be discovered within the direct impact site. Should monitoring for cultural resources be required, an additional scope and fee would be prepared.

Deliverables: Biological Monitoring Log

TASK 4: CONSTRUCTION DOCUMENTS – SCHEMATIC DESIGN (60%)

The Design Team will review available documents, visit the project site, and coordinate with MTS to develop the Schematic Design plans. The schematic design will include the design teams findings and recommendations for the retrofit of the retaining walls, platform, and drainage improvements. Design plans will be developed to incorporate the recommended retrofit solution and used to confirm MTS concurrence. The main objective of this phase is to finalize retrofit recommendations/decisions.

Schematic Design (60%): Consultant will develop preliminary plans and create a schematic design package. It will be basic in nature providing the necessary information to convey design concepts for the

structural retrofit, civil improvements, and construction access. The plans shall provide retrofit limits for the project, retrofit methods regarding retaining walls, any ground improvements, grading, drainage, etc.

4.1 Geotechnical Support

Atlas Technical Consultants (LLC) will provide geotechnical services and provide reconnaissance level geotechnical recommendations. Atlas will review existing geotechnical and monitoring reports, visiting the project site, and participation in project meetings. Their services will include the following:

- Reviewing prior geotechnical reports, project documentation prepared since their initial report, current MTS monitoring reports, and other readily available literature pertinent to the geotechnical conditions at the site.
- Review of up to four future MTS monitoring reports.
- Performing up to two site visits.
- Participation in up to two design development meetings with the project team.
- Preparation of a letter memorandum supplementing previously prepared geotechnical report and summarizing of findings, conclusions, and recommendations developed during the design development process. A Draft memo will be developed during the 60% design and a final memo will be submitted with the 100% Construction Plans.
- Review of the 100% Construction Plans for conformance with the geotechnical recommendations.

Deliverable: Draft Geotechnical letter memorandum at 60%, Final Geotechnical letter memorandum, Review of 100% Construction Plans

4.2 MSE Recommendation Letter Memorandum

SSL will provide consulting services to support the recommendations for the retrofit of the MSE walls. This scope of work includes coordination with the design team, one meeting on site, and constructability review/recommendations specific to the MSE wall retrofit. A final letter memorandum documenting recommendations for the MSE wall retrofit will be provided the design team.

Deliverable: *MSE Recommendation Letter Memorandum*

4.3 Structural Plans

- 4.3.1 Investigate existing condition, review provided geotechnical report and recommendations.
- 4.3.2 Investigate feasibility of alternative solutions or recommendations.
- 4.3.3 Prepare plans to convey design concept including plan view, elevation, and typical sections.

Deliverable: *Structural plans*

4.4 Civil Plans

- 4.4.1 Platform Improvement Plans. The platform improvement plans will include limits of new concrete, location of reinstalled amenities, curb ramp improvements as needed for ADA compliance, new fencing, horizontal control, etc.
- 4.4.2 As part of this task, Dokken will coordinate with MTS to develop an amenity inventory. The inventory will identify all existing amenities on site that will either be removed and returned to MTS, demolished, or reinstalled. Any new amenities, such as new shelters, will also be identified.
- 4.4.3 Drainage Plans. The drainage plans will identify drainage patterns on the platform and location of new trench drain to be installed.
- 4.4.4 Preliminary Construction access plan.

Deliverable: *Civil Plans, Amenity matrix*

TASK 5: 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.

Consultant will modify the schematic design plans and create a design development package. This package will be the next iteration in design, conveying all key aspects of the design including structural and civil, 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.

- 5.1 Structural Plans Based on current or recent geotechnical information, design tie backs, anchors, and walers. Develop design and independent check calculation to determine anchor loads and whaler design and verify that the existing MSE wall panels can support the added anchor and waler load.
 - 5.1.2 Provide drawings for all structural elements including plans, elevations, sections, and details.
 - 5.1.3 Develop preliminary technical specifications for structural materials and components.
 - 5.1.4 Compute quantities of structural elements as input to the Design Development cost estimate.
- 5.2 Civil Plans
 - 5.2.1 Prepare Site Demolition Plans. The demolition plan will include platform elements, such as pavers, amenities, etc., pavement, and coordination of wall removal and demolition with structural engineer.
 - 5.2.2 Platform Improvement Plans. The platform improvement plans will include limits of new concrete, location of reinstalled amenities, location of new amenities, curb ramp improvements as needed for ADA compliance, new fencing, horizontal control, etc.

5.2.3 Drainage Plan. The drainage plans will identify drainage patterns on the platform and location of new trench drain to be installed.

5.2.4 Civil Details.

5.2.5 Erosion Control Plans. Erosion control will identify type and location of temporary stormwater BMPs. It is assumed that the contractor will prepare the WPCP/SWPPP document.

5.2.6 Construction Access Plans. Construction access plans will identify the limits of work available to the contractor, show the limits of the temporary construction easements, and identify any environmental areas that shall not be disturbed. Demolition of vegetation within limits of the construction access road shall be replaced with sod.

5.3 Technical Specifications

Prepare draft technical specifications for the 90% construction documents.

5.4 Opinion of probable cost

We understand that MTS requires a refined opinion of probable cost for CIP planning purposes by October 2023. As such, our team will incorporate 90% design into the cost estimate and submit to MTS by October 2023.

Deliverables: 90% Plans, Specifications, and Estimates

TASK 6: 100% CONSTRUCTION DOCUMENTS (CD)

Upon completion of the 90% Construction Document review period, the design team will have move into the 100% Construction Document Phase. The main objective of this phase is to prepare and issue construction document packages, 100% Bid Documents including plans, specifications and estimates, setting forth in detail the requirement for the project necessary for bidding, negotiating, contracting, and construction.

Consultant will modify the design development plans scale and prepare a final construction document package. This package will include final construction drawings including details, specifications, and cost estimate for structural and civil repair for the project. The plans will be brought to a 100% level design.

6.1 Structural Plans Ensure any structural comments from MTS or other agencies are addressed and closed out.

6.1.2 Finalize structural design and durability criteria.

6.1.3 Finalize layout of structural and geotechnical repairs

6.1.4 Finalize any foundation design.

6.1.5 Finalize any ground improvement design.

6.1.6 Finalize specifications. Coordinate with other disciplines

6.2 Civil Plans

6.2.1 Ensure any Civil comments from MTS or other agencies are addressed and closed out.

6.2.2 Finalize Site Demolition Plans

6.2.3 Finalize Platform Improvement Plans

6.2.4 Finalize Drainage Plans

6.2.5 Finalize Civil Details.

6.2.6 Finalize Erosion Control Plans.

6.2.7 Finalize Construction Access Plans.

6.3 Technical Specifications

Prepare final technical specifications for the 100% construction documents.

6.4 Opinion of probable cost

Dokken will refine the Opinion of Probable Cost based on the 100% Construction Documents.

6.5 Final Review Comment/Issue for Bid (IFB)

Dokken will work with MTS to develop the Final Review Comment/Issue for Bid Package.

Deliverables: *October 2023 Estimate, 100% Plans, Specifications, and Estimates, Issue for Bid Documents*

TASK 7: CONTRACT BID PACKAGE SUPPORT

7.1 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.

7.2 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.

TASK 8: CONSTRUCTION SUPPORT

Support during construction phase to address RFI's and Submittal packages, and any minor design changes required. Support includes attendance at weekly construction meeting and assumes a 30-week construction schedule.

III. PERIOD OF PERFORMANCE

Services shall be completed within fifty-seven (57) weeks from the date of the NTP.

IV. DELIVERABLES

Based on an assumed NTP start date of June 2023, final construction documents will be prepared and anticipated to be delivered within 34 weeks of NTP for MTS to issue for bid. Revisions due to final comments received from MTS 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 and MTS.

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
TASK 1: Project Management	NTP/57 Weeks
TASK 2: Right of Way	NTP/57 Weeks
TASK 3: Environmental	NTP/34 Weeks
TASK 4: Construction Documents - Schematic Design (60%)	NTP/10 Weeks
TASK 5: 90% Construction Documents-Design Development (DD)	10 Weeks/20 Weeks
TASK 6: 100% Construction Documents (CD)	20 Weeks/28 Weeks
TASK 6.5: Final Review Comment/Issue For Bid (IFB)	28 Weeks/34 Weeks
TASK 7: Contract Bid Support	TBD
TASK 8: Construction Support	TBD

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Monthly Progress Reports	Monthly
Project Management	NTP/57 Weeks
Right Of Way	NTP/57 Weeks
Environmental	NTP/34 Weeks
Schematic Design (60%)	NTP/10 Weeks
90% Construction Documents	10 Weeks/20 Weeks
Estimate For Mts Cip October 2023	10 Weeks/17 Weeks
100% Construction Documents	20 Weeks/28 Weeks
Final Review Comment/Issue For Bid (IFB)	28 Weeks/34 Weeks

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 documents can be provided as an additional service.
- D. MTS is to provide existing survey, by others.

VIII. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractor's 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 Contractor's deficient work product and shall bear no costs or burden associated with Contractor's deficient performance and/or work product.

X. DELIVERABLE REQUIREMENTS

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

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

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

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

XI. PRICING

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

XII. ADDITIONAL INFORMATION

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

XIII. PREVAILING WAGE

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

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**



Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

America Plaza Pedestrian Enhancements Project – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA354-AE-23 to MTS Doc. No. PWL354.0-22 (in substantially the same format as Attachment A) with Mott MacDonald, LLC (Mott) in the amount of \$555,542.74 for final design services, bid support, and Design Support During Construction (DSDC) for the America Plaza Pedestrian Enhancements Project.

Budget Impact

The total cost of this contract is estimated to be \$555,542.74. This project is funded by MTS Capital Improvement Program (CIP) 2009108001 – America Plaza Pedestrian Enhancements – Design.

DISCUSSION:

As part of its grant application to the State of California for the Transit and Intercity Rail Capital Program (TIRCP), MTS identified a need to improve pedestrian connections between America Plaza and Santa Fe Depot. As a gateway to San Diego for travelers arriving downtown by passenger rail, or by bus from the airport, the America Plaza/Santa Fe Depot station area is a critical transportation center for the region. The existing public walkways and wayfinding do not adequately accommodate pedestrian demand today. The improvements for this project are focused on Kettner Boulevard, within City of San Diego right-of-way. Pedestrian travel through this busy connection point, which has grown due to the Mid-Coast Trolley extension opening in 2021, is further increasing the need for the project. The State of California awarded MTS just over \$4.2 million for the project in a 2018 TIRCP Grant.

On February 11, 2021 (AI 14), the Board authorized a work order for Mott to perform design services for the America Plaza Pedestrian Enhancements project. During the course of design and through design submittal comments back from the City of San Diego, additional design effort was necessary. Mott had to provide additional outside agency coordination, increase the amount of plan sheets, revise the signaling plan, add traffic control plans and phasing, and



incorporate the City's required Best Management Practices ("BMPs") for stormwater. As such, various amendments were approved after that date to reflect additional time needed to complete the design. In addition, DSDC services were not included in the original contract.

Today's proposed action will approve a new, additional work order to Mott to finalize the design, obtain City approval, and support the bid and construction phase for additional work related to this project. Because the original On-Call A&E Design Services panel has expired and been replaced with a new competitively bid panel, the additional work order will be issued to Mott under the new contract.

On September 15, 2021, MTS issued a solicitation for On-Call Architecture 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 (SB) Set Aside - Three (3) prime contracts awarded to a certified SB or a Disadvantage Business Enterprise (DBE) certified firm (which is also considered to be an SB)
- Category C: Specialty Prime – Up to Five (5) specialty service contracts

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

MTS staff reviewed the approved A&E firms in Category A, and utilizing a direct award process, selected Mott to perform the requisite services. Mott had previously completed a significant portion of this project. Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

Under today's proposed work order, Mott will finalize the design, obtain City approval, and support the bid and construction phase for additional work related to this project.

The Work Order and amendments issued to Mott under MTS's prior on-call panel process are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA1951-AE-63	Original Work Order	\$759,728.11	2/11/23, Item 14
WOA1951-AE-63.01	Amendment 1 – No Cost Time Extension	\$0.00	Approved by the CEO 3/16/22
WOA1951-AE-63.02	Amendment 2 - No Cost Time Extension	\$0.00	Approved by the CEO 10/25/22
WOA1951-AE-63.03	Amendment 3 – No Cost Time Extension	\$0.00	Approved by the CEO 2/14/23
WOA354-AE-23	New work order agreement under new A&E master agreement for additional DSDC and design services.	\$555,542.74	Today's proposed action
Total		\$1,315,270.85	

For this work order, Mott will be using the following subconsultants:

Firm Name	Classification	Value of Services
Estrada Land Planning	DBE	\$23,307.56
Aguirre & Associates	DBE	\$17,725.66
Ninyo & Moore	Minority Owned Business Enterprise (MBE)	\$9,030.68
STC Traffic	SB	\$96,895.14
Fehr & Peers	None	\$13,132.30

Therefore, staff recommends that the MTS Board authorize the CEO to execute Work Order WOA354-AE-23 to MTS Doc. No. PWL354.0-22 (in substantially the same format as Attachment A) with Mott in the amount of \$555,542.74 for final design services, bid support and DSDC for the America Plaza Pedestrian Enhancements 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 WOA354-AE-23
B. Cost Form



Metropolitan Transit System

Att.A, AI 7, 06/15/23

June 15, 2023

MTS Doc. No. PWL354.0-22
Work Order No. WOA354-AE-23

Ms. Bethany J. Garretson, PE
Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Ms. Garretson:

Subject: WORK ORDER WOA354-AE-23, TO MTS DOC. NO. PWL354.0-22, GENERAL
ENGINEERING SERVICES FOR DESIGN SERVICES FOR AMERICA PLAZA/SANTA FE
DEPOT PEDESTRIAN ENHANCEMENTS

This letter shall serve as our agreement for Work Order WOA354-AE-23 to MTS Doc. No. PWL354.0-22, for engineering services for MTS Yard Issues.

SCOPE OF SERVICES

Provide design services for the America Plaza/Santa Fe Depot Pedestrian Enhancements project. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

The Scope of Services, as described above, shall be for a period of twenty (20) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$555,542.74 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

Ms. Bethany J. Garretson, PE , Vice President
Mott MacDonald, LLC

Date: _____

Attachments: A - Scope of Services
B - Negotiated Fee Proposal



**ATTACHMENT A
SCOPE OF SERVICES**

DRAFT

MTS Doc. No. PWL354.0-22

Work Order No. WOA354-AE-23

Project Title: America Plaza/Santa Fe Depot Pedestrian Enhancements Design Services During Construction**I. PROJECT DESCRIPTION**

This work order is a continuation of the work completed under MTS Work Order WOA1951-AE-63, "America Plaza/Santa Fe Depot Pedestrian Enhancements Final Design." These two stations together represent the primary mass transportation portal to downtown San Diego for visitors, residents, and commuters.

At present, this major regional hub generally operates as a set of co-located individual components. While Amtrak, Coaster, Green Line Trolley, and outbound Rapid services all serve Santa Fe Depot, the Blue Line Trolley and inbound Rapid services serve America Plaza Trolley Station. In practice, the independent operations create difficulty for patrons making transfers between services. Passengers wishing to make connections at Santa Fe Depot are required to activate either a mid-block pedestrian signal or a traffic signal at the Kettner / Broadway intersection to cross Kettner Boulevard. Often passengers have less than four minutes to make transit connections between stations, which incentivizes them to cross Kettner Boulevard either against the signal or outside the crosswalk limits.

II. EXPECTED RESULTS

The primary goal of this project is to complete the bid and construction phases of roadway improvements to enhance the safety of transit passengers and other pedestrians traveling between Santa Fe Depot and America Plaza.

III. SCOPE OF WORK

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

Task 1 - Project Management and Coordination

- 1.1 Project Management – Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team. throughout the assumed 20-month duration of this work order.
- 1.2 Project Coordination with MTS – Provide coordination with MTS and between MTS and outside stakeholders throughout the assumed 20-month duration of this work order.
- 1.3 Meeting Coordination – Consultant will arrange and facilitate interagency meetings, the pre-bid meeting, and other project-related meetings as requested by MS. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings.

Original work order assumed a schedule of nine months. This amendment provides an additional 18 months of meeting coordination.

- Bus shelter detail sheet
- Additional signing & striping sheet
- Additional traffic signal sheet
- Additional erosion control plan sheet
- Traffic control plans for five additional sheets
- Construction staging plans
- Construction schedule
- Plats and legal descriptions for Temporary Construction Easements (TCEs)

- 1.4 Quality Assurance / Quality Control – Consultant will perform QA and QC on all deliverables added to the scope of the project after the approval of the original work order at 90% and 100% milestone submittals. These include:

- Water Pollution Control Plan (WPCP)
- Existing and proposed curb utilization plans

Task 2 – Outside Agency Coordination and Approvals

- 2.1 Agency and Stakeholder Coordination – Consultant will coordinate with City of San Diego's Development Services Department (DSD), the Downtown Partnership, the owners of Santa Fe Depot, and utility owners during the bid and construction phases of the project.

This amendment provides preparation, attendance, and meeting minutes for an additional 10 meetings with City of San Diego's Development Services Department (DSD), the Downtown Partnership to determine maintenance responsibilities and costs associated with landscaping and water quality basin, and the City Traffic Safety and Traffic Signal Operations groups to verify resolution of comments. It also includes additional email and phone communications with these parties between meetings.

- 2.2 As-builts and Existing Document Review – Original work order included requesting and gathering mapping for improvements and utilities from City of San Diego, MTS, Santa Fe Depot, the developer of the hotel on the SE corner of Kettner/B St., and utility owners. It also included the preparation of CAD base maps incorporating this as-built information.

This amendment provides additional coordination with SANDAG, their design consultants, Dig Alert, and utility companies to obtain and evaluate as-built drawings and mapping, as well as resolving conflicts between mapping sources.

Task 3 – Construction Procurement Bid Phase Support

- 3.1 Responses to Bidder Questions – Consultant shall assist MTS with the construction procurement by responding to bidder comments and pre-bid RFIs during the bidding phase.

- 3.2 Division 1 Specifications – Consultant shall prepare any sections or front-end Division 1 information required to adhere to the MTS standard IFB language.

- 3.3 Constructability Review Response – MTS has retained a construction manager (CM) for the project, who will perform a constructability review of the PS&E package following the 100% submittal. The design team will review the comments received, prepare a comment response log, participate in a comment resolution meeting with the CM, and incorporate comments into construction documents as directed by the MTS project manager.

If changes resulting from the constructability review are required after the construction plans have been approved by City of San Diego, the design team will prepare revised versions of all affected sheets and submit a construction change for review and approval by the City. This amendment assumes preparation of one construction change including up to five revised plan sheets and includes QA/QC.

- 3.4 Prepare Addenda – Consultant will assist MTS with the preparation of revisions to construction documents and/or verbiage for up to three addenda to be issued to bidders during the procurement of construction services. This task includes QA/QC of all revised documents.

Task 4 – Design Support During Construction (DSDC)

The following scope assumes a 12-month construction duration.

- 4.1 Weekly Construction Meetings – Consultant will attend construction progress meetings (virtual) at the request of the MTS Project Manager. Regular attendees will include Consultant PM and Design Manager (DM). Additional design team representatives will attend when requested depending on progress and phase of construction.
- 4.2 Review and Approve Submittals – At the direction of MTS or the MTS Construction Management (CM) Team, Consultant will review and take appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for conformance with the information given in the contract documents. Such review and responsive action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Consultant will have ten working days for review of each submittal. The completed review will include a review stamp indicating results of the review with notes for additional action by the Contractor as may be deemed necessary. This task assumes the Consultant will review up to 20 contractor submittals.
- 4.3 Respond to Requests for Information (RFI) – At the direction of MTS or the MTS CM Team, Consultant will review and respond to Construction Contractor RFIs. Issue necessary clarifications and interpretations of the contract documents, as appropriate. Any orders authorizing variations from the contract documents will be made by the MTS CM Team. This task assumes the Consultant will review and respond to up to 40 RFIs.
- 4.4 Field Observations – At the direction of MTS or the MTS CM Team, Consultant will perform site visits to assist responding to RFIs, gather data for developing Construction Change Orders (CCOs), or to perform other specific tasks such as observation of change in condition, contractor implementation for substitution, field verifications, pre-testing and in-service testing, etc. This task includes up to 12 field visits during construction.
- 4.5 Prepare Design Revisions/Design Change Notices (DCNs) – Consultant will prepare revisions to design plans and technical specifications as directed. Consultant will work with MTS and the MTS CM Team to assess the purpose for implementing a potential change, develop an appropriate solution, and develop corresponding revisions to the design plans and technical specifications.

Design revisions may be in response to action required by an RFI, CCO, an unforeseen site condition, value-engineering, etc. If requested by MTS, Consultant will develop cost estimates to coincide with the proposed changes. Design revisions will be transmitted in PDF file format. This task includes the preparation of up to five design revisions affecting no more than 20 plan sheets, and QA/QC of all revised sheets.
- 4.6 Punchlist and Closeout Activities
 - 4.6.1 Punchlist / Closeout – As the project nears Substantial Completion, the Consultant will assist the CM team in preparing a punchlist of items to be addressed by the Contractor. Assistance with the punchlist will entail site walks as directed by MTS and/or the MTS CM Team.
 - 4.6.2 Project As-built Drawings – Once the CM team verifies the accuracy and completion of Contractor's as-built redlines and they are transmitted to the design team, Consultant will prepare draft and final as-built drawings to be reviewed and approved by MTS. As-built plans prepared under this Work Order will not include any work performed by the Construction contractor subsequent to Completion of Work. This task includes QA/QC of draft and final as-built drawings.

Task 5 – Survey and Geotechnical Engineering

- 5.1 Field Visits – Field visits were not included in the original work order. This amendment includes two field visits to verify locations of existing utilities, amenities, and street furniture, as well as one field visit with MTS Marketing staff to finalize wayfinding sign locations and details.
- 5.2 Topographic and Boundary Survey – Original work order included ground and boundary survey on Kettner Boulevard between Broadway and B Street.
This amendment provides additional field survey for locations of proposed wayfinding signage.

Task 6 – Final Design, Specifications, and Estimate

- 6.1 Civil – Roadway and General Design – Engineering and preparation of additional plan sheets, reports, and documents required by DSD including:
 - a. Existing Curb Utilization Plan
 - b. Proposed Curb Utilization Plan
 - c. Bus Shelter Detail
- 6.2 Civil – Grading and Drainage Design – No additional work.
- 6.3 Civil – Erosion Control Design – During the first cycle of DSD's review of the project, they identified the need for an additional phase of erosion control. Consultant will prepare an additional plan sheet depicting this additional phase.
- 6.4 Civil – Utilities Design – No additional work.
- 6.5 Structural Design – No additional work.
- 6.6 Landscape and Irrigation Design – No additional work.
- 6.7 Traffic Signal Design – Additional traffic signal modification plan sheet to accommodate two additional traffic signal phases requested by City of San Diego.
- 6.8 Street Lighting Design – No additional work.
- 6.9 Signing & Striping Design – Additional City of San Diego plan sheet to identify sizes and locations of wayfinding signs outside of the project footprint.
- 6.10 Wayfinding Design – Additional plan updates to address changing direction from MTS Marketing.
- 6.11 Temporary Traffic Control Design – The original work order included the preparation of plans for three (3) phases of traffic control. Following plan review and discussions with City of San Diego, an additional five (5) phases of traffic control will be required.
- 6.12 Construction Schedule and Staging Design – Preparation of a preliminary construction schedule and plans detailing the anticipated work to be completed for up to eight (8) stages of construction.
- 6.13 Engineer's Opinion of Probable Cost – Calculation of quantities and associated costs corresponding to additional plan sheets and improvements.
- 6.14 Specifications – Preparation of specification sections corresponding to additional plan sheets.

- 6.15 Water Pollution Control Plan (WPCP) – During the first cycle of DSD’s review of the project, they identified the need for a WPCP. Consultant will prepare the plan per the latest version of the City’s Storm Water Standards.
- 6.16 Plats and Legal Descriptions – The construction of the proposed improvements will require the acquisition of temporary construction easements for work along the edge of the street right-of-way. Consultant will prepare plats and legal descriptions to facilitate the negotiation of these acquisitions.

IV. PERIOD OF PERFORMANCE

The anticipated duration of this task order is 37 months from NTP.

V. DELIVERABLES

MTS expects to receive the following deliverables produced over the course of this project:

Task 1

- Monthly Invoices and Status Reports for 20 months of reporting
- Meeting Agendas, Minutes, and Sign-in Sheets

Task 2

- None

Task 3

- Partial Division 1 specifications, as needed
- Up to five updated plan sheets in PDF format, as needed
- Comment review log for constructability review
- Updated construction documents for up to three addenda, as needed

Task 4

- Stamped submittal reviews
- Responses to RFIs
- Field notes as needed
- Revisions to design plans and technical specifications with corresponding cost estimates, as needed
- Punchlist
- Draft and final as-built drawings

Task 5

- Point file for additional survey

Task 6

- One PDF copy and one full-size mylar copy of additional plan sheets to be submitted to the City of San Diego
- One PDF copy of additional IFC plan sheets
- One PDF copy of Water Pollution Control Plan
- One PDF copy of preliminary construction schedule
- One PDF copy of construction staging plans
- Comment review log for constructability review

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Schedule

Task No.	Task	Due Date or Begin / End Dates*
1	Project Management	NTP / NTP + 18 months
2.1	Outside Agency/ Stakeholder Coordination	NTP / NTP + 18 months
3.1	Responses to bidder questions	NTP + 2 months / NTP + 4 months
3.2	Division 1 specifications	NTP + 2 months / NTP + 4 months
3.3	Constructability review response	NTP + 1 month / NTP + 2 months
3.4	Prepare Addenda	NTP + 2 months / NTP + 4 months
4.1	DSDC – Weekly Construction Meetings	NTP + 6 months / NTP + 18 months
4.2	DSDC – Submittal Review	NTP + 6 months / NTP + 18 months
4.3	DSDC – Respond to RFIs	NTP + 6 months / NTP + 18 months
4.4	DSDC – Field Visits	NTP + 6 months / NTP + 18 months
4.5	DSDC – Design Revisions / DCNs	NTP + 6 months / NTP + 18 months
4.6	DSDC – Punchlist / Closeout / As-builts	NTP + 18 months / NTP + 20 months
5.1	Field Visits	NTP / NTP + 2 months
5.2	Topographic and Boundary Survey	NTP / NTP + 2 months
6.1 – 6.11	Multidisciplinary Design / Plans	NTP / NTP + 2 months
6.12	Construction Schedule & Staging Plan	NTP / NTP + 2 months
6.13	Engineer's Opinion of Probable Cost (OPC)	NTP / NTP + 2 months
6.14	Specifications	NTP / NTP + 2 months
6.15	Water Pollution Control Plan	NTP / NTP + 2 months
6.16	Plats & Legal Descriptions	NTP / NTP + 2 months

*Durations provided in working days

B. Milestones/Deliverables Schedule

Task	Milestone/Deliverable	Due Date*
1.1	Progress Reports	Monthly
1.3	Meeting Agenda / Minutes	Monthly / As Needed
3.1	Partial Division 1 specifications	NTP + 2 months / NTP + 4 months
3.2	Updated plan sheets	NTP + 2 months / NTP + 4 months
3.3	Constructability Review Comment Responses and Updated Plans	NTP + 1 month / NTP + 2 months
3.4	Updated construction documents for bid addenda	NTP + 2 months / NTP + 4 months
4.2	Submittal Reviews	Within 10 days of receipt
4.3	Responses to RFIs	Within 5 days of receipt
4.4	Field Meeting Notes	Within 5 days of meeting
4.5	Design Revisions	Varies based on complexity/ coordination needs

4.6.1	Punchlist	Within 10 days of substantial completion
4.6.2	Draft As-Built Drawings	Within 15 days of receipt of redlines
4.6.2	Final As-Built Drawings	Within 5 days of receipt of review comments
5.2	Survey Data Files	NTP + 2 months
6.1 – 6.11	Updated / Approved Drawings	NTP + 2 months
6.12	Construction Schedule	NTP + 1 month
6.12	Construction Staging Plans	NTP + 2 months
6.13	Updated Engineer's OPC	NTP + 2 months
6.14	Updated Specifications	NTP + 2 months
6.15	Water Pollution Control Plan	NTP + 2 months
6.16	Approved Plats & Legal Descriptions	NTP + 2 months

*Durations provided in working days

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

- As-built records of design plans, geotechnical investigations, as-builts, design reports, land surveys and prior inspection reports in electronic format.
- Train and bus operation requirements during construction.

VIII. SPECIAL CONDITIONS

Specific assumptions are included within the scope items. Additional assumptions include the following:

- Design shall comply with City of San Diego Street Design Manual (March 2017), MTS Designing for Transit Manual (February 2018) and any other criteria and/or guidance for the Authority having Jurisdiction
- Design drawings shall be developed to comply with the City of San Diego CADD standards
- City of San Diego review period of 30 calendar days
- Traffic Index to be provided by City of San Diego
- New streetlights will not require additional feeds or coordination with SDG&E. All relocated and new lights will be connected to existing streetlight circuits.
- Over the shoulder review with MTS and the City of San Diego
- Eight (8) stages of construction are assumed for traffic control.

The following items are excluded from this Scope of Work:

- Basis of Design Document
- Environmental documents/reports
- Construction Permits
- Drainage Report
- Soil horticultural analysis and/or testing
- Traffic signal coordination timing plans
- Fiber splice diagrams
- Temporary signals
- One review cycle for each deliverable. Review comments will be compiled by MTS's review team and sent to Consultant.
- MTS will obtain necessary permits, pay permit fees, and facilitate communication of field work with stakeholders.
- MTS will prepare general conditions, assemble bid package, and distribute the invitation to bid.
- Stormwater Pollution Prevention Plan (SWPPP)

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. DEFICIENT WORK PRODUCT:

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

- Revising provided documents

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

XI. DELIVERABLE REQUIREMENTS

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

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

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

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

XII. PRICING

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

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

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

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

DRAFT

Work Order Estimate Summary

Att.A, AI 7, 06/15/23

MTS Doc. No. **PWL354.0-22**

Work Order No. **WOA354-AE-23**

Attachment: **B**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		America Plaza / Santa Fe Depot Pedestrian Enhancement	\$555,542.74
2			

Totals = **\$555,542.74**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	422	\$86,591.94
2	Task 2	Outside Agency Coordination and Approvals	364	\$71,022.48
3	Task 3	Construction Procurement Bid Phase	125	\$24,696.78
4	Task 4	Design Support During Construction (DSDC)	1089	\$220,903.80
5	Task 5	Survey and Geotechnical Engineering	80	\$13,686.68
6	Task 6	Final Design, Specifications, and Estimate	850	\$138,641.06

Totals = **2,930.0** **\$555,542.74**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	1,874	\$393,566.92
x		x		Estrada Land Planning	148	\$23,307.56
				Ninyo & Moore	52	\$9,030.68
		x		STC Traffic, Inc.	622	\$96,895.14
x				Aguirre & Associates	126	\$19,610.14
				Fehr & Peers	100	\$13,132.30

Totals = **2,922.0** **\$555,542.74**

Work Order Estimate
Summary

Att.A, AI 7, 06/15/23

Total Hours =			1,132		Consultant/Subconsultant:		Mott MacDonald										MTS Doc. No.:		PWL354.0-22	
Total Costs =			\$255,025.28		Work Order Title:		America Plaza Pedestrian Enhancements Final Design and DSDC										Work Order No.:		WOA354-AE-23	
																	Attachment:		B	

Work Order Estimate Summary

Att.A, AI 7, 06/15/23

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **PWL354.0-22**

Task Order No. **WOA354-AE-23**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	mi	\$0.655							500	\$327.50		
2	Printing	LS	\$100.00										
3	Shipping	LS	\$25.00										
4	Parking	hr	\$4.00							40	\$160.00		
5													
6													
7													
8													
9													
10													
Subtotal =						Subtotal =				Subtotal =			
										Subtotal =		\$487.50	

TASKS/WBS (6-10)													
ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Mileage											500	\$327.50
2	Printing												
3	Shipping												
4	Parking											40	\$160.00
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$487.50	

Work Order Estimate
Summary

Att.A, AI 7, 06/15/23

Total Hours =		742		Consultant/Subconsultant: Mott MacDonald										MTS Doc. No.: #REF!	
Total Costs =		\$138,356.14		Work Order Title: America Plaza Pedestrian Enhancements Final Design and DSDC										Work Order No.: #REF!	
				Attachment: B											
														</	

Work Order Estimate Summary

Att.A, AI 7, 06/15/23

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **#REF!**

Task Order No. **#REF!**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	mi	\$0.655					100	\$65.50				
2	Printing	LS	\$100.00										
3	Shipping	LS	\$25.00										
4	Parking	hr	\$4.00					30	\$120.00				
5													
6													
7													
8													
9													
10													
Subtotal =						Subtotal =				Subtotal =			
									\$185.50				

TASKS/WBS (6-10)													
ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Mileage											100	\$65.50
2	Printing												
3	Shipping												
4	Parking											30	\$120.00
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$185.50	

Work Order Estimate
Summary

Total Hours =

126

Total Costs =

\$19,610.14

Consultant/Subconsultant: Aguirre & Associates

MTS Doc. No.: G1951.0-17

Work Order No.: WOA1951-AE-63

Work Order Title: America Plaza Pedestrian Enhancements Final Design

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chainman (Prevailing Wage)	Party Chief (Prevailing Wage)	Principal Land Surveyor	Survey Technician						Total Hours	Totals	Percent of Total	
															Hours	Costs
1	Task 1	Project Management and Coordination														
	1.4	Quality Assurance / Quality Control				4	2						6	\$951.82		
		ODCs														
		Subtotals (Hours) =				4	2						6	\$951.82		
		Subtotals (Costs) =				\$746.72	\$205.10						6	\$951.82	5%	5%
5	Task 5	Survey and Geotechnical Engineering														
	3.2	Topographic and Boundary Survey		8	20	16	16						60	\$10,149.68		
		ODCs														
		Subtotals (Hours) =		8	20	16	16						60	\$10,149.68		
		Subtotals (Costs) =		\$1,552.80	\$3,969.20	\$2,986.88	\$1,640.80						60	\$10,149.68	48%	52%
6	Task 6	Final Design, Specifications, and Estimate														
	4.16	Plats & Legal Descriptions				28	32						60	\$8,508.64		
		ODCs														
		Subtotals (Hours) =	N/A			28	32						60	\$8,508.64		
		Subtotals (Costs) =				\$5,227.04	\$3,281.60						60	\$8,508.64	48%	43%
Totals (Summary) =													126	\$19,610.14		
Total (Hours) =													126			
Total (Costs) =														\$19,610.14		
Percentage of Total (Hours) =													100%			
Percentage of Total (Costs) =														100%		

Work Order Estimate
Summary

Att.A, AI 7, 06/15/23

Total Hours =

181

Total Costs =

\$27,156.80

Consultant/Subconsultant: Estrada Land Planning

MTS Doc. No.: PWL354.0-22

Work Order No.: WOA354-AE-23

Work Order Title: America Plaza Pedestrian Enhancements Final Design and DSDC

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Manager	Architect - 3	Architect - Sr	CADD - 3	Admin - Sr					Total Hours	Totals	Percent of Total	
				\$ 259.21	\$ 139.30	\$ 150.56	\$ 81.68	\$ 152.51							Hours	Costs
1	Task 1	Project Management and Coordination														
	1.1	Project Management		12		4							12	\$3,110.52		
	1.2	Project Coordination with MTS		2		4							6	\$1,120.66		
		ODCs														
		Subtotals (Hours) =		14		4							18	\$4,231.18		
		Subtotals (Costs) =		\$3,628.94		\$602.24							18	\$4,231.18	10%	16%
2	Task 2	Outside Agency Coordination and Approvals														
	2.1	Agency and Stakeholder Coordination				8							8	\$1,204.48		
		ODCs														
		Subtotals (Hours) =				8							8	\$1,204.48		
		Subtotals (Costs) =				\$1,204.48							8	\$1,204.48	4%	4%
3	Task 3	Construction Procurement Bid Phase														
	3.1	Responses to Bidder Questions				8							8	\$1,204.48		
	3.2	Division 1 Specifications														
	3.3	Constructability Review Response		2		4	8						30	\$1,774.10		
	3.4	Prepare Addenda														
		ODCs														
		Subtotals (Hours) =		2		12	8						38	\$2,978.58		
		Subtotals (Costs) =		\$518.42		\$1,806.72	\$653.44						38	\$2,978.58	21%	11%
4	Task 4	Design Support During Construction (DSDC)														
	4.1	Weekly Construction Meetings		20		20							40	\$8,195.40		
	4.2	Review and Approve Submittals				10							10	\$1,505.60		
	4.3	Respond to RFIs				20							20	\$3,011.20		
	4.4	Field Observations				12							12	\$1,806.72		
	4.5	Prepare Design Revisions / Design Change Notices				5	10						15	\$1,569.60		
	4.6	Punchlist and Closeout Activities														
	4.6.1	Punchlist / Closeout				8							8	\$1,204.48		
	4.6.2	Project As-Built Drawings				5	7						12	\$1,324.56		
		ODCs	\$125.00											\$125.00		
		Subtotals (Hours) =	N/A	20		80	17						117	\$18,742.56		
		Subtotals (Costs) =	\$125.00	\$5,184.20		\$12,044.80	\$1,388.56						117	\$18,742.56	65%	69%
Totals (Summary) =													181	\$27,156.80		
Total (Hours) =													181			
Total (Costs) =														\$27,156.80		
Percentage of Total (Hours) =													100%			
Percentage of Total (Costs) =														100%		

Work Order Estimate Summary

Att.A, AI 7, 06/15/23

Consultant/ Subconsultant: **Estrada Land Planning**

Contract No: **PWL354.0-22**

Task Order No. **WOA354-AE-23**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	mi	\$0.655										
2	Printing	LS	\$100.00							1	\$100.00		
3	Shipping	LS	\$25.00							1	\$25.00		
4	Parking	hr	\$4.00										
5													
6													
7													
8													
9													
10													
Subtotal =						Subtotal =				Subtotal =			
										Subtotal =		\$125.00	

TASKS/WBS (6-10)													
ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Mileage												
2	Printing											1	\$100.00
3	Shipping											1	\$25.00
4	Parking												
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$125.00	

Work Order Estimate
Summary

Total Hours =

-33

Total Costs =

(\$3,849.24)

Consultant/Subconsultant:

Estrada Land Planning

MTS Doc. No.:

#REF!

Work Order No.:

#REF!

Work Order Title:

America Plaza Pedestrian Enhancements Final Design and DSDC

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal	Senior Landscape Architect	Senior Landscape Designer	Designer / CADD Specialist						Total Hours	Totals	Percent of Total	
				\$ 241.28	\$ 132.68	\$ 114.02	\$ 76.03								Hours	Costs
1	Task 1	Project Management and Coordination														
	1.1	Project Management			12								12	\$1,592.16		
	1.2	Project Coordination with MTS														
	1.3	Meeting Coordination			12								12	\$1,592.16		
	1.4	Quality Assurance / Quality Control														
		ODCs														
		Subtotals (Hours) =			24								24	\$3,184.32		
		Subtotals (Costs) =			\$3,184.32								24	\$3,184.32	-73%	-83%
2	Task 2	Outside Agency Coordination and Approvals														
	2.1	Agency and Stakeholder Coordination			20								20	\$2,653.60		
	2.2	As-builts and Document Collection and Review														
		ODCs														
		Subtotals (Hours) =			20								20	\$2,653.60		
		Subtotals (Costs) =			\$2,653.60								20	\$2,653.60	-61%	-69%
3	Task 3	Construction Procurement Support														
	3.1	Procurement Support		-2	-35	-40							-77	(\$9,687.16)		
		ODCs														
		Subtotals (Hours) =	N/A	-2	-35	-40							-77	(\$9,687.16)		
		Subtotals (Costs) =		-\$482.56	-\$4,643.80	-\$4,560.80							-77	(\$9,687.16)	233%	252%
		Totals (Summary) =											-33	(\$3,849.24)		
		Total (Hours) =		-2	9	-40							-33			
		Total (Costs) =		-\$482.56	\$1,194.12	-\$4,560.80								-\$3,849.24		
		Percentage of Total (Hours) =	N/A	6%	-27%	121%							100%			
		Percentage of Total (Costs) =		13%	-31%	118%								100%		

Work Order Estimate
Summary

Total Hours =
Total Costs =

100

\$13,132.30

Consultant/Subconsultant: Fehr & Peers

Work Order Title: #REF!

MTS Doc. No.: #REF!
Work Order No.: #REF!
Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Admin Asst	Engineer II	Principal	Senior Planner III	Work Order Manager					Total Hours	Totals	Percent of Total	
				\$ 89.18	\$ 110.73	\$ 297.22	\$ 166.46	\$ 138.21							Hours	Costs
2	Task 2	Outside Agency Coordination and Approvals														
	2.1	Agency and Stakeholder Coordination					8	8					16	\$2,437.36		
	2.2	As-builts and Document Collection and Review														
		ODCs														
Subtotals (Hours) =							8	8					16	\$2,437.36		
Subtotals (Costs) =							\$1,331.68	\$1,105.68					16	\$2,437.36	16%	19%
3	Task 3	Construction Procurement Bid Support														
		Procurement Support		-2	-4	-2	-4	-4					-16	(\$2,434.40)		
Subtotals (Hours) =			N/A	-2	-4	-2	-4	-4					-16	(\$2,434.40)		
Subtotals (Costs) =				-\$178.36	-\$442.92	-\$594.44	-\$665.84	-\$552.84					-16	(\$2,434.40)	-16%	-19%
6	Task 6	Final Design, Specifications, and Estimate														
	6.3	Signing & Striping Design			30	2		10					42	\$5,298.44		
	6.5	Wayfinding Design			24	4		12					40	\$5,504.92		
	6.8	Engineer's Opinion of Probable Cost			2			2					4	\$497.88		
	6.10	Constructability Review Response			8		4	2					14	\$1,828.10		
Subtotals (Hours) =			N/A		64	6	4	26					100	\$13,129.34		
Subtotals (Costs) =					\$7,086.72	\$1,783.32	\$665.84	\$3,593.46					100	\$13,129.34	100%	100%
Totals (Summary) =													100	\$13,132.30		
Total (Hours) =				-2	-4	-2	4	4								
Total (Costs) =				-\$178.36	-\$442.92	-\$594.44	\$665.84	\$552.84								
Percentage of Total (Hours) =			N/A	-2%	-4%	-2%	4%	4%								
Percentage of Total (Costs) =				-1%	-3%	-5%	5%	4%							0%	

Work Order Estimate
Summary

Total Hours =

52

Total Costs =

\$9,030.68

Consultant/Subconsultant:

Ninyo & Moore

MTS Doc. No.:

PWL354.0-22

Work Order No.:

WOA354-AE-23

Work Order Title:

America Plaza Pedestrian Enhancements Final Design and DSDC

Attachment:

B

Item TASKS/WBS TASKS/WBS Description

ODCs (See Attachment)	Engineer - Principal (Geotech)	Engineer - 2 (Geotech)	Environment alist - 2	Environment alist - 1	CADD - 2	Admin - 2	Admin - 3			Total Hours	Totals	Percent of Total	
	\$ 229.71	\$ 125.63	\$ 119.13	\$ 89.97	\$ 98.68	\$ 72.33	\$ 97.98					Hours	Costs

4	Task 4	Design Support During Construction (DSDC)											
	4.1 Weekly Construction Meetings		8								8	\$1,837.68	
	4.2 Review and Approve Submittals		4	16							20	\$2,928.92	
	4.3 Respond to RFIs		4	12							16	\$2,426.40	
	4.4 Field Observations		8								8	\$1,837.68	
	4.5 Prepare Design Revisions / Design Change Notices												
	4.6 Punchlist and Closeout Activities												
	4.6.1 Punchlist / Closeout												
	4.6.2 Project As-Built Drawings												
	ODCs												

Subtotals (Hours) =	N/A	24	28								52	\$9,030.68	
Subtotals (Costs) =		\$5,513.04	\$3,517.64								52	\$9,030.68	100% 100%

Totals (Summary) =

Total (Hours) =

Total (Costs) =

Percentage of Total (Hours) =

Percentage of Total (Costs) =

N/A

24 28
\$5,513.04 \$3,517.64
46% 54%
61% 39%

52	\$9,030.68
----	------------

52
\$9,030.68

100%

100%

Work Order Estimate Summary

Att.A, AI 7, 06/15/23

Consultant/ Subconsultant: **Ninyo & Moore**

Contract No: **PWL354.0-22**

Task Order No. **WOA354-AE-23**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	mi	\$0.655										
2	Printing	LS	\$100.00										
3	Shipping	LS	\$25.00										
4	Parking	hr	\$4.00										
5													
6													
7													
8													
9													
10													
Subtotal =						Subtotal =				Subtotal =			

TASKS/WBS (6-10)													
ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Mileage												
2	Printing												
3	Shipping												
4	Parking												
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
				Subtotal =				Subtotal =				Totals =	

Work Order Estimate
Summary

Total Hours =
Total Costs =

366
\$62,675.06

Consultant/Subconsultant:

STC Traffic, Inc.

MTS Doc. No.:

PWL354.0-22

Work Order No.:

WOA354-AE-23

Work Order Title:

America Plaza Pedestrian Enhancements Final Design and DSDC

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Project Manager	Engineer - Sr	Engineer - 3	Engineer - 2	Engineer - 1				Total Hours	Totals	Percent of Total	
				\$ 278.90	\$ 180.65	\$ 161.86	\$ 129.52	\$ 109.83	\$ 91.04						Hours	Costs
1	Task 1	Project Management and Coordination														
	1.1	Project Management		8	20								28	\$5,844.20		
		ODCs	\$60.00											\$60.00		
		Subtotals (Hours) =		8	20								28	\$5,904.20		
		Subtotals (Costs) =	\$60.00	\$2,231.20	\$3,613.00								28	\$5,904.20	8%	9%
2	Task 2	Outside Agency Coordination and Approvals														
	2.1	Agency and Stakeholder Coordination		4	8		8						20	\$3,596.96		
		ODCs														
		Subtotals (Hours) =		4	8		8						20	\$3,596.96		
		Subtotals (Costs) =		\$1,115.60	\$1,445.20		\$1,036.16						20	\$3,596.96	5%	6%
3	Task 3	Survey and Geotechnical Engineering														
	3.1	Responses to Bidder Questions		2	16	4	8						30	\$5,131.80		
	3.2	Division 1 Specifications														
	3.1	Constructability Review Response			8	8		16					32	\$4,497.36		
	3.2	Prepare Addenda		2	4			8					14	\$2,159.04		
		ODCs														
		Subtotals (Hours) =		4	28	12	8	24					76	\$11,788.20		
		Subtotals (Costs) =		\$1,115.60	\$5,058.20	\$1,942.32	\$1,036.16	\$2,635.92					76	\$11,788.20	21%	19%
4	Task 4	Final Design, Specifications, and Estimate														
	4.1	Weekly Construction Meetings		4	18								22	\$4,367.30		
	4.2	Review and Approve Submittals			20								20	\$3,613.00		
	4.3	Respond to RFIs		4	26								30	\$5,812.50		
	4.4	Field Observations			48								48	\$8,671.20		
	4.5	Prepare Design Revisions / Design Change Notices		2	20		60						82	\$11,942.00		
	4.6	Punchlist and Closeout Activities														
	4.6.1	Punchlist / Closeout			20								20	\$3,613.00		
	4.6.2	Project As-Built Drawings				20							20	\$3,237.20		
		ODCs	\$129.50											\$129.50		
		Subtotals (Hours) =	N/A	10	152	20	60						242	\$41,385.70		
		Subtotals (Costs) =	\$129.50	\$2,789.00	\$27,458.80	\$3,237.20	\$7,771.20						242	\$41,385.70	66%	66%
Totals (Summary) =													366	\$62,675.06		
Total (Hours) =													366			
Total (Costs) =														\$62,675.06		
Percentage of Total (Hours) =													100%			
Percentage of Total (Costs) =														100%		

Work Order Estimate Summary

Att.A, AI 7, 06/15/23

Consultant/ Subconsultant: **STC Traffic, Inc.**

Contract No: **PWL354.0-22**

Task Order No. **WOA354-AE-23**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	mi	\$0.655							100	\$65.50		
2	Printing	LS	\$100.00										
3	Shipping	LS	\$15.00	4	\$60.00								
4	Parking	hr	\$4.00							16	\$64.00		
5													
6													
7													
8													
9													
10													
Subtotal =				\$60.00		Subtotal =				Subtotal =		\$129.50	

TASKS/WBS (6-10)													
ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Mileage											100	\$65.50
2	Printing												
3	Shipping											4	\$60.00
4	Parking											16	\$64.00
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$189.50	

Work Order Estimate
Summary

Total Hours =		256		Consultant/Subconsultant: STC Traffic, Inc.							MTS Doc. No.: #REF!					
Total Costs =		\$34,220.08		Work Order Title: #REF!							Work Order No.: #REF!					
											Attachment: B					
Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal Manager	Project Manager	Project Engineer	Project Engineer	Associate Engineer					Total Hours	Totals	Percent of Total	
				\$ 238.32	\$ 154.10	\$ 119.70	\$ 119.70	\$ 98.82							Hours	Costs
1	Task 1	Project Management and Coordination														
	1.1	Project Management			16								16	\$2,465.60		
		ODCs														
Subtotals (Hours) =					16							16	\$2,465.60			
Subtotals (Costs) =					\$2,465.60							16	\$2,465.60		6%	7%
2	Task 2	Outside Agency Coordination and Approvals														
	2.1	Agency and Stakeholder Coordination		2	24	16							42	\$6,090.24		
	2.2	As-builts and Document Collection & Review														
		ODCs														
Subtotals (Hours) =				2	24	16						42	\$6,090.24			
Subtotals (Costs) =				\$476.64	\$3,698.40	\$1,915.20						42	\$6,090.24		16%	18%
6	Task 6	Final Design, Specifications, and Estimate														
	4.2	Traffic Signal Design		4	4	10							18	\$2,766.68		
	4.4	Temporary Traffic Control Design		8	30	40		60					138	\$17,246.76		
	4.8	Engineer's Opinion of Probable Cost		2	4			8					14	\$1,883.60		
	4.10	Constructability Review Response		4	8			16					28	\$3,767.20		
Subtotals (Hours) =				N/A	18	46	50	84				198	\$25,664.24			
Subtotals (Costs) =					\$4,289.76	\$7,088.60	\$5,985.00	\$8,300.88				198	\$25,664.24		77%	75%
Totals (Summary) =												256	\$34,220.08			
Total (Hours) =					20	86	66	84				256				
Total (Costs) =					\$4,766.40	\$13,252.60	\$7,900.20	\$8,300.88					\$34,220.08			
Percentage of Total (Hours) =				N/A	8%	34%	26%	33%				100%				
Percentage of Total (Costs) =					14%	39%	23%	24%						100%		

Work Order Estimate Summary

Att.B, AI 7, 06/15/23

MTS Doc. No. **PWL354.0-22**

Work Order No. **WOA354-AE-23**

Attachment: **B**

Work Order Title: **America Plaza Pedestrian Enhancements Final Design and DSDC**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		America Plaza / Santa Fe Depot Pedestrian Enhancement	\$555,542.74
2			

Totals = **\$555,542.74**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	422	\$86,591.94
2	Task 2	Outside Agency Coordination and Approvals	364	\$71,022.48
3	Task 3	Construction Procurement Bid Phase	125	\$24,696.78
4	Task 4	Design Support During Construction (DSDC)	1089	\$220,903.80
5	Task 5	Survey and Geotechnical Engineering	80	\$13,686.68
6	Task 6	Final Design, Specifications, and Estimate	850	\$138,641.06

Totals = **2,930.0** **\$555,542.74**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	1,874	\$393,566.92
x		x		Estrada Land Planning	148	\$23,307.56
				Ninyo & Moore	52	\$9,030.68
		x		STC Traffic, Inc.	622	\$96,895.14
x				Aguirre & Associates	126	\$19,610.14
				Fehr & Peers	100	\$13,132.30

Totals = **2,922.0** **\$555,542.74**



Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Regional Transit Management System (RTMS) Hardware/Software Support Agreement –
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. B0754.0-23 (in substantially the same format as Attachment A), with Conduent Transport Solutions, Inc., (Conduent), for the provision of RTMS software and vehicle hardware support services for a five-year base period, and two (2) one-year options, in the amount of \$6,393,823.

Budget Impact

The total cost of this contract is estimated to be \$6,393,823, which is comprised of a five-year base cost at \$4,265,222, two one-year options cost at \$1,890,601, as needed materials at \$70,000, and as needed repair labor at \$168,000 (to be paid as needed for repairs when the licensed software is not the cause of the problem).

MTS and the North County Transit District (NCTD) share the costs of the support agreement through a Memorandum of Understanding (MOU) MTS Doc. No. G0699.0-02. MTS's costs for the agreement will be funded by the Information Technology Department's annual maintenance budget 661010-571250. The shared costs are calculated based on the number of revenue vehicles operated annually. Under this formula, NCTD pays approximately 20% of the costs each year.

DISCUSSION:

RTMS is a sophisticated vehicle-tracking and communications system that provides performance and security/safety monitoring of transit vehicles. It is currently being used to support operations of most MTS and NCTD fixed-route services.

RTMS includes the major components:

1. Radio system
2. Computer-aided dispatch software
3. On-board vehicle hardware



Conduent is the only company who can maintain and repair its own proprietary software and hardware. There are no other companies who have the expertise, knowledge, or materials to repair the hardware components; nor do any other companies have access to the software source code to make changes.

Under MTS Policy No. 52, "Procurement of Goods and Services", Section 52.3 - Procurement Methods – Full and Open Competition, Subsection F - Noncompetitive Procurement: Sole Source, MTS may utilize a documented Sole Source procurement method when the goods or services it needs are available from only one responsible and responsive source and no other goods or services will satisfy its requirements.

Additionally, in accordance with FTA Circular 4220.1F, Chapter VI - Procedural Guidance for Open Market Procurements, "Patents or Restricted Data Rights", MTS can engage in a sole source award with Conduent as patent and data rights exist for RTMS related software and on-board vehicle hardware support services.

Conduent's cost proposal is shown below. By comparison to MTS's Independent Cost Estimate (ICE) at \$6,928,435, a savings of \$534,612, staff deems the cost to be fair and reasonable.

Year	Period	Support Cost	% Increase
Base Year 1	7/1/23 – 6/30/24	\$803,374	
Base Year 2	7/1/24 – 6/30/25	\$827,475	3%
Base Year 3	7/1/25 – 6/30/26	\$852,299	3%
Base Year 4	7/1/26 – 6/30/27	\$877,868	3%
Base Year 5	7/1/27 – 6/30/28	\$904,205	3%
Option Year 1	7/1/28 – 6/30/29	\$931,331	3%
Option Year 2	7/1/29 – 6/30/30	\$959,271	3%
Total Support Agreement (Base & Option Years)		\$6,155,823	

Estimated Materials Cost (To be used as needed)	\$70,000	
Estimated Labor Cost (To be used as needed)	\$168,000	

Total 7 Year Agreement Not-to-Exceed	\$6,393,823	
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Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0754.0-23 (in substantially the same format as Attachment A), with Conduent, for the provision of RTMS software and vehicle hardware support services for a five-year base period, and two (2) one-year options, in the amount of \$6,393,823.

/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. B0754.0-23
B. Cost Proposal



Metropolitan Transit System

STANDARD AGREEMENT FOR

MTS DOC. NO. B0754.0-23

REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS) HARDWARE/SOFTWARE SUPPORT

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: Conduent Transport Solutions, Inc. Address: 100 Campus Drive
Florham Park, NJ 07932

Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: kevin.boland@conduent.com

Telephone: (732) 277-5328

Authorized person to sign contracts Kevin M. Boland VP, Portfolio Leader, US Transit
 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) base years effective July 1, 2023 to June 30, 2028, and two (2) one-year option years exercisable at MTS's sole discretion July 1, 2028 to June 30, 2030, for a total of seven (7) years.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$6,393,823.00 which comprised of a five-year base cost at \$4,265,222.00, two one-year options cost at \$1,890,601.00 to be exercised at MTS's sole discretion, as needed materials at \$70,000.00, and as needed repair labor at \$168,000.00. The \$6,393,823.00 overall contract total shall not be exceeded without the express written consent of MTS.

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



SCHEDULE II. - PERIOD OF PERFORMANCE AND CHARGES

For Hardware and Software Support Services

Period of Performance	Annual Cost
------------------------------	--------------------

Year 1	July 1, 2023 – June 30, 2024	\$803,374
Year 2	July 1, 2024 – June 30, 2025	\$827,475
Year 3	July 1, 2025 – June 30, 2026	\$852,299
Year 4	July 1, 2026 – June 30, 2027	\$877,868
Year 5	July 1, 2027 – June 30, 2028	\$904,205

Option Year 1	July 1, 2028 – June 30, 2029	\$931,331
Option Year 2	July 1, 2029 – June 30, 2030	\$959,271

Total Hardware and Software Support Services for 5 base years: \$4,265,221

Total Hardware and Software Support Services for 2 option years: \$1,890,602

50% of the annual fee is due July 1st and 50% of the annual fee is due on January 1st of each support year. Conduent will invoice MTS June 1st and December 1st.

If MTS chooses to increase quantities of any of the hardware components covered under this agreement, Conduent will negotiate with MTS on a mutually agreed upon change in support costs for each new item, considering any new warranties.

If MTS chooses to decrease quantities of any of the hardware components covered under this agreement, Conduent will negotiate with MTS on a mutually agreed upon change in support costs for each item.

Time and Material Efforts: \$300.00 U.S. per Hour (T&M rate) onsite or offsite (see Exhibit A). MTS estimates it will use 560 hours over the seven year term for a total of \$168,000.

Other charges: as stated in Agreement. Materials cost over the seven years is estimated at \$70,000.

The overall total for this agreement shall not exceed \$6,393,823.



Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Janitorial Services – Contract Amendment

RECOMMENDATION:

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

- 1) Ratify Amendment 1 to MTS Doc. No. G2613.0-22 with NMS Management Inc. (NMS), a Disadvantaged Business Enterprise (DBE), in the amount of \$84,761.88 (Attachment A);
- 2) Ratify Amendment 2 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$63,238.90 (Attachment B); and
- 3) Authorize the Chief Executive Officer (CEO) to execute Amendment 3 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$2,636,508.60 (in substantially the same format as Attachment C), for a total of \$2,784,509.38.

Budget Impact

The total budget for this project is estimated to be \$12,597,962.35, which includes the total costs for Amendments 1, 2 and 3 not-to-exceed in the amount of \$2,784,509.38. This project is funded by the Light Rail Vehicle (LRV) Operations Budget 350016-571210.

Description	Amount
Current Board Approved Amount	\$9,813,452.97
<i>Ratify Amendment 1</i>	<i>\$84,761.88</i>
<i>Ratify Amendment 2</i>	<i>\$63,238.90</i>
<i>Subtotal</i>	<i>\$9,961,453.75</i>
<i>Today's Board Action - Approve Draft Amendment 3</i>	<i>\$2,636,508.60</i>
New Board Approved Amount	\$12,597,962.35



DISCUSSION:

On December 8, 2022 (AI 8), the MTS Board approved a contract with NMS Management to provide janitorial services for San Diego Transit Corporation (SDTC), San Diego Trolley Inc. (SDTI) buildings, and the LRV fleet. Should there be new locations or additional services required, MTS amends the contract in order to ensure they are included. The contract is for a 6-year period, effective from January 1, 2023 through December 31, 2028.

Background

In the summer of 2022, MTS partnered with Pueblo Planning, a social justice-oriented community engagement firm, to conduct a social equity listening tour to identify the needs and priorities within our service area. Reviewing the data collected from the Social Equity Learning Tour prompted staff to reevaluate current cleaning methods and the condition of the LRV fleet while in service throughout the day. The staff recommended placing additional personnel in the field at key locations so that each train interior was cleaned more frequently throughout the day.

MTS Board Policy No. 41 gives the CEO spending authority up to \$150,000.00. Under this authority, the CEO authorized Amendments 1 and 2:

1. Ratify Amendment 1:

A 3-month trial period began on February 1, 2023 through April 30, 2023, to expand the cleaning for the LRVs. The trial was to add additional hours during LRVs layover and to add additional stations.

A. Additional Hours

The Contractor shall furnish staff to clean LRVs during a layover for an additional 4 hours daily, in addition to the time required in the base Scope of work, to cover a service period of 6:30 a.m.– 7:00 p.m. (originally 8:30 a.m. – 5:00 p.m.), seven (7) days per week.

B. Additional Stations

The Contractor shall furnish staff to clean LRVs as they layover from 6:30 a.m.– 7:00 p.m., seven (7) days per week (Note: these locations may adjust over time to support MTS' operational needs) for the additional stations below:

- I. Santee Station
- II. Arnele or El Cajon Station

2. Ratify Amendment 2:

The Amendment was to extend the 3-month trial an additional two (2) more months, continuing from May 1, 2023 through June 30, 2023, due to the success of expanding the LRV cleaning services. In addition, to find a solution for odors in the LRVs, NMS would mop the LRV interior floors using a suitable applicator with fast-drying deodorant cleaner designed to neutralize odors that may be related to smoke, urine, or feces. Also,

odor-absorbing or deodorizing media shall be installed on each LRV in a discrete location and replaced routinely during servicing.

3. Approve Amendment 3:

The six months of trial proved to be effective and has been met with positive feedback from MTS personnel in the field and our passengers. On May 16, 2023, MTS requested a quote from NMS to implement the expanded services for the remainder of the term of the Agreement. NMS provided an initial quote of \$2,672,062.52. After MTS's initial review, staff requested for revised pricing. In response, NMS's Best and Final Offer (BAFO) was in the amount of \$2,636,508.60, which is \$35,553.92 lower than initial pricing, and is a cost savings for MTS. Based on staff's internal analysis, staff deems NMS's BAFO to be fair and reasonable.

MTS will continue receiving the services for the entire Agreement term.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Amendment 1 to MTS Doc. No. G2613.0-22 with NMS, a DBE, in the amount of \$84,761.88 (Attachment A);
- 2) Ratify Amendment 2 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$63,238.90 (Attachment B); and
- 3) Authorize the CEO to execute Amendment 3 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$2,636,508.60 (in substantially the same format as Attachment C), for a total of \$2,784,509.38

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Amendment 1, MTS Doc. No. G2613.1-22
B. Amendment 2, MTS Doc. No. G2613.2-22
C. Draft Amendment 3, MTS Doc. No. G2613.3-22



Amendment 1

Date: January 30, 2023

MTS Doc No. G2613.1-22

Janitorial Services (SDTI & SDTC)

NMS Management, Inc.
David M. Guaderrama
Director of Business Development
155 West 35th St. Suite A
National City CA, 91950

This shall serve as Amendment No.1 to the original agreement G2613.0-22 as further described below.

SCOPE

Pursuant to the contract Scope of Work, section B.2.7, the San Diego Metropolitan Transit System (MTS) shall include a 3-month trial (approximately from February 1, 2023 through April 30, 2023) to expand the cleaning of the Light Rail Vehicles (LRVs) terminal stations as shown below:

1. Additional Hours

Contractor shall furnish staff to clean LRVs during layover for an additional 4 hours daily, in addition to the time required in the base Scope of work, so as to cover a service period of 6:30 a.m.– 7:00 p.m. (originally 8:30 a.m. – 5:00 p.m.), seven (7) days per week (*Note: these locations may adjust over time to support MTS operational needs*):

- a. One (1) Person at “12th and Imperial Station”
- b. One (1) person at “Courthouse Station”
- c. One (1) person at “San Ysidro Station”
- d. One (1) person at “UTC Station”

2. Additional Stations

Contractor shall furnish the following staff to clean LRVs as they layover from 6:30 a.m.– 7:00 p.m., seven (7) days per week (*Note: these locations may adjust over time to support MTS’ operational needs*) for the additional stations below:

- a. One (1) person at Santee Station
- b. One (1) person at Arnele or El Cajon Station



SCHEDULE

The 3-month trial period under this Amendment shall be effective approximately February 1, 2023, to April 30, 2023.

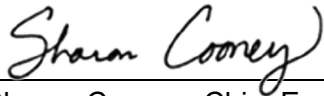
There are no changes to the term of the overall agreement, which remains valid through December 31, 2028.

PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$84,761.88. The total value of this contract, including this amendment, shall be in the amount of \$9,898,214.85 (\$9,813,452.97 for the current contract plus \$84,761.88 for this amendment). 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,



Sharon Cooney, Chief Executive Officer

Agreed:



David M. Guaderrama, Director of
Business Development
NMS Management, Inc.

Date: 1/31/23

Attachment: A. NMS Quote dated 1/26/23

**Additional Services for Light Rail Vehicles Janitorial Services
For Additional Terminal Porters**

NMS PROPOSAL

Dated: 01/26/2023

YEAR 1

02/01/23-12/31/23

Additional: Daily LRV Cleaning at Terminal Station Tasks	Positions	Labor Ea.	Day per week	Schedule	Monthly Cost
GREEN LINE: 12th and Imperial (Bayside) Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 2,825.40
GREEN LINE: Santee	T. Porter	8.00	7	6:30am-3:30pm	\$ 5,650.79
GREEN LINE: Santee	T. Porter	4.00	7	3:00pm-7:00pm	\$ 2,825.40
ORANGE LINE: Courthouse Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 2,825.40
BLUE LINE: UTC Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 2,825.40
BLUE LINE: San Ysidro Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 2,825.40
ORANGE LINE: El Cajon Station	T. Porter	8.00	7	6:30am-3:30pm	\$ 5,650.79
ORANGE LINE: El Cajon Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 2,825.40

Sub-Total Cost Per Month \$ 28,253.96

February 2023	March 2023	April 2023
\$ 2,825.40	\$ 2,825.40	\$ 2,825.40
\$ 5,650.79	\$ 5,650.79	\$ 5,650.79
\$ 2,825.40	\$ 2,825.40	\$ 2,825.40
\$ 2,825.40	\$ 2,825.40	\$ 2,825.40
\$ 2,825.40	\$ 2,825.40	\$ 2,825.40
\$ 2,825.40	\$ 2,825.40	\$ 2,825.40
\$ 5,650.79	\$ 5,650.79	\$ 5,650.79
\$ 2,825.40	\$ 2,825.40	\$ 2,825.40

\$ 28,253.96 \$ 28,253.96 \$ 28,253.96

Total \$84,761.88



Amendment 2

Date: April 18, 2023

MTS Doc No. G2613.2-22

Janitorial Services (SDTI & SDTC)

NMS Management, Inc.
David M. Guaderrama
Director of Business Development
155 West 35th St. Suite A
National City CA, 91950

This shall serve as Amendment No.2 to the original agreement G2613.0-22 as further described below.

SCOPE

Pursuant to the contract Scope of Work, section B.2.7, the San Diego Metropolitan Transit System (MTS) shall continue the trial period of expanded services for an additional 2-month period (approximately from May 1, 2023 through June 30, 2023) to expand the cleaning of the Light Rail Vehicles (LRVs) terminal stations as shown below:

1. Additional Hours

Contractor shall furnish staff to clean LRVs during layover for an additional 4 hours daily, in addition to the time required in the base Scope of work, so as to cover a service period of 6:30 a.m.– 7:00 p.m. (originally 8:30 a.m. – 5:00 p.m.), seven (7) days per week (*Note: these locations may adjust over time to support MTS operational needs*):

- a. One (1) Person at “12th and Imperial Station”
- b. One (1) person at “Courthouse Station”
- c. One (1) person at “San Ysidro Station”
- d. One (1) person at “UTC Station”

2. Additional Stations

Contractor shall furnish the following staff to clean LRVs as they layover from 6:30 a.m.– 7:00 p.m., seven (7) days per week (*Note: these locations may adjust over time to support MTS’ operational needs*) for the additional stations below:

- a. One (1) person at Santee Station
- b. One (1) person at Arnele or El Cajon Station



3. Additional Service at Stations

Contractor staff at the Terminal Stations shall mop the LRV interior floors using a suitable applicator with fast-drying deodorant cleaner designed to neutralize odors that may be related to smoke, urine, or feces. Selected product shall be approved by the MTS project manager. Odor-absorbing or deodorizing media shall also be installed on each LRV in a discrete location and replaced routinely as needed during servicing.

SCHEDULE

The 2-month trial period under this Amendment shall be effective approximately May 1, 2023, to June 30, 2023.

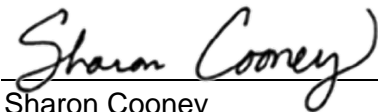
There are no changes to the term of the overall agreement, which remains valid through December 31, 2028.

PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$63,238.90. The total value of this contract, including this amendment, shall be in the amount of \$9,961,453.75 (\$9,898,214.85 for the current contract plus \$63,238.90 for this amendment). 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,



Sharon Cooney
Chief Executive Officer

Agreed:



David M. Guaderrama
Director of Business Development
NMS Management, Inc.

Date: 5/1/23

Attachment: A. NMS Quote dated 4/18/23



MANAGEMENT, INC.
The Environmental Care Specialist

Att.B, AI 9, 06/15/23

4/18/2023

Andy Goddard
Superintendent of LRV Maintenance
Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SUBJECT: NMS PROPOSAL TO EXTEND PORTER SERVICES AT MTS TERMINAL STATIONS

Mr. Goddard,

On behalf of NMS Management, I wish to thank you for allowing me to provide you with this proposal to extend the Terminal Porter services at the MTS Terminal Stations. We at NMS view such contracts as a partnership between our company and our esteemed government agency clients. We are proud to provide cost-effective, highly responsive and quality services and we value being a distinguished member of your team.

The enclosed proposal is to extend the Terminal Porter Services at the multiple Terminal Stations. The proposed price is inclusive of the additional supplies that are required for the disposable wet-jet pads and floor cleaning chemical, as well as the aroma blocks that are being used in every LRV that our Porter enters. We have also included extra supervision but this cost will be taken out of our G&A.

Should you have any questions regarding the contents of this proposal and the attached price quote, or should you feel the need for clarification, please feel free to call me at (619) 425-0440 or I can be reached by email at nmsmanagement@msn.com.

Respectfully,

David M. Guaderrama
NMS Management, Inc.
Director of Business Development

**Additional Services for Light Rail Vehicles Janitorial Services
For Additional Terminal Porters**

Att.B, AI 9, 06/15/23
REQUEST FOR PROPOSAL
Dated: 04/17/2023

					2 MONTH PERIOD	
Additional: Daily LRV Cleaning at Terminal Station Tasks	Positions	Labor Ea.	Day per week	Schedule	May 2023	June 2023
GREEN LINE: 12th and Imperial (Bayside) Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 3,228.73	\$ 3,228.73
GREEN LINE: Santee	T. Porter	8.00	7	6:30am-3:00pm	\$ 6,123.53	\$ 6,123.53
GREEN LINE: Santee	T. Porter	4.00	7	3:00pm-7:00pm	\$ 3,228.73	\$ 3,228.73
ORANGE LINE: Courthouse Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 3,228.73	\$ 3,228.73
BLUE LINE: UTC Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 3,228.73	\$ 3,228.73
BLUE LINE: San Ysidro Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 3,228.73	\$ 3,228.73
ORANGE LINE: El Cajon Station	T. Porter	8.00	7	6:30am-3:00pm	\$ 6,123.53	\$ 6,123.53
ORANGE LINE: El Cajon Station	T. Porter	4.00	7	3:00pm-7:00pm	\$ 3,228.73	\$ 3,228.73
Sub-Total Cost Per Month					\$ 31,619.45	\$ 31,619.45

Scope of work:

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

The Contractor shall furnish the following staff to clean LRVs as they layover from 8:30 a.m. – 5:00 p.m., seven (7) days per week (These locations may adjust over time to support MTS operational needs): **Times adjusted effective February 01, 2023**

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

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

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

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

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

*****Additional Terminal Station added, effective February 01, 2023**



Metropolitan Transit System

Amendment 3

Date: June 15, 2023

MTS Doc No. G2613.3-22

Janitorial Services (SDTI & SDTC)

NMS Management, Inc.
David M. Guaderrama
Director of Business Development
155 West 35th St. Suite A
National City CA, 91950

This shall serve as Amendment No.3 to the original agreement G2613.0-22 as further described below.

SCOPE

Pursuant to the contract Scope of Work, section B.2.7, the San Diego Metropolitan Transit System (MTS) shall implement the expansion of Day Porter services for the Light Rail Vehicles (LRV) fleet as outlined below.

1. Additional Hours

Contractor shall furnish staff to clean LRVs during layover for an additional 4 hours daily, in addition to the time required in the base Scope of work, so as to cover a service period of 6:30 a.m.– 7:00 p.m. (originally 8:30 a.m. – 5:00 p.m.), seven (7) days per week (Note: these locations may adjust over time to support MTS operational needs):

- a. One (1) Person at “12th and Imperial Station”
- b. One (1) person at “Courthouse Station”
- c. One (1) person at “San Ysidro Station”
- d. One (1) person at “UTC Station”
- e. One (1) person at “Arnele or El Cajon Station” (effective January 1, 2024)

2. Additional Stations

Contractor shall furnish the following staff to clean LRVs as they layover from 6:30 a.m.– 7:00 p.m., seven (7) days per week (Note: these locations may adjust over time to support MTS' operational needs) for the additional stations below:

- a. One (1) person at Santee Station
- b. One (1) person at Arnele or El Cajon Station
- c. One (1) person at America Plaza Station



3. Additional Service at Stations

Contractor's staff at the Terminal Stations shall mop the interior of the LRVs using an appropriate applicator and a fast-drying deodorant cleaner that is specifically designed to neutralize odors that may be associated with smoke, urine, or feces. The selection of the cleaning product shall be subject to approval by the MTS project manager. Additionally, the installation of odor-absorbing or deodorizing media on each LRV, in a discreet location, shall be carried out, and routine replacement of such media shall be performed during servicing, as required. Consideration shall be given due to time constraints related to transit schedules. Any necessary adjustments to these procedures due to time constraints shall be communicated between the parties involved to ensure effective odor control measures. These modifications shall not impact the quality standards and obligations outlined in this contract.

SCHEDULE

These expanded services will be implemented effective July 1, 2023, for the remainder of the term of this contract.

There are no changes to the term of the overall agreement, which remains valid through December 31, 2028.

PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$2,636,508.60. The total value of this contract, including this amendment, shall be in the amount of \$12,597,962.35 (\$9,961,453.75 for the current contract plus \$2,636,508.60 for this amendment). 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

David M. Guaderrama, Director of
Business Development
NMS Management, Inc.

Date: _____

Attachment: A. Bid Form

**** Fill in the blue cells ****

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
		July 1, 2023 through December 31, 2023 (6-Months)	YR 2024 (12-Months)	YR 2025 (12-Months)	YR 2026 (12-Months)	YR 2027 (12-Months)	YR 2028 (12-Months)
	Janitorial Day Porter	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost
1	12th / Imp -- Add 4 Hours	\$ 3,228.73	\$ 3,374.02	\$ 3,525.85	\$ 3,684.52	\$ 3,850.32	\$ 4,023.59
	Courthouse -- Add 4 Hours	\$ 3,228.73	\$ 3,374.02	\$ 3,525.85	\$ 3,684.52	\$ 3,850.32	\$ 4,023.59
	San Ysidro -- Add 4 Hours	\$ 3,228.73	\$ 3,374.02	\$ 3,525.85	\$ 3,684.52	\$ 3,850.32	\$ 4,023.59
	UTC -- Add 4 Hours	\$ 3,228.73	\$ 3,374.02	\$ 3,525.85	\$ 3,684.52	\$ 3,850.32	\$ 4,023.59
2	El Cajon or Arnele						
	YR 1 - 12 Hours and YRs 2-6 - 4 Hours)	\$ 9,352.26	\$ 3,374.02	\$ 3,525.85	\$ 3,684.52	\$ 3,850.32	\$ 4,023.59
	Santee -- 12 Hours	\$ 9,352.26	\$ 9,773.11	\$ 10,212.90	\$ 10,672.48	\$ 11,152.74	\$ 11,654.62
	America Plaza -- 12 Hours	\$ 9,352.26	\$ 9,773.11	\$ 10,212.90	\$ 10,672.48	\$ 11,152.74	\$ 11,654.62
JANITORIAL DAY PORTER COST PER YEAR		\$ 245,830.20	\$ 436,995.84	\$ 456,660.60	\$ 477,210.72	\$ 498,684.96	\$ 521,126.28



Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Imperial Avenue Division (IAD) and Kearny Mesa Division (KMD) Restroom Rehabilitation –
Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-28 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 \$331,654.98, for rehabilitation of restrooms located at both the IAD and KMD.

Budget Impact

The total cost for this work order is estimated at \$331,654.98. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$6,467.27. This project is funded through the San Diego Transit Corporation (SDTC) Operating Facility Maintenance Budget 331014-571142 – Construction Services.

DISCUSSION:

The current restrooms at the IAD service lanes, KMD service lanes, as well as the KMD maintenance area were constructed over 20 years ago, and have become antiquated and beyond a state of good repair. They are used daily by hundreds of employees and have reached the end of their useful life. Examples of the current conditions in the facilities include loose and deteriorating toilet partitions, existing sinks and toilets that are heavily worn out and damaged, broken or missing wall tile throughout, and inadequate Heating, Ventilation and Air Conditioning (HVAC) ventilation. This general rehabilitation and repair project will ensure employees have safe, secure, clean, and private restrooms for daily use.

The IAD and KMD Restroom Rehabilitation project generally consists of bringing the four (4) restrooms into a state of good repair by replacing all fixtures and accessories in the restrooms, replacing all flooring, painting all surfaces, replacing the toilet partitions, and updating the HVAC system.



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 (AI 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, and equipment for the restroom and locker room rehabilitation. Work is expected to be completed by August 30, 2023. The A&S Flooring (a Minority Owned Business Enterprise (MBE) and Small Business (SB)), Inc., Harborside Construction, Inc., Janus Corporation, Performance Plumbing & Mechanical, and The Doctor of Electricity will be used as subcontractors for this work order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-28 under JOC MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABCGC, in the amount of \$331,654.98, for rehabilitation of restrooms located at both the IAD and KMD.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order MTS DOC No. JOC324-28



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-28
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: 619.937.1010

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 \$331,654.98

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



EXHIBIT A
(Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 5/12/2023

Job Order Contracting

To:

From:

Contract No: PWG324.0-21

Job Order No: MTSJOC324-28

Job Order Title: IAD & KMD Restroom Rehab

Location: IAD
100 16th St.
San Diego, CA 92101

Brief Scope of Work: Rehabilitation and upgrade of select existing restroom facilities at IAD&KMD

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.

SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 7-1 GENERAL

Due to frequent high-traffic use of restrooms at various locations at both IAD and KMD, the restrooms have become outdated and worn to a point where they need to be updated/renovated.

All 10 restrooms will have similar scopes, with slight differences. The 4 locations are: Service lane restrooms at IAD (2), service lane restrooms at KMD (2), and maintenance restrooms at KMD (2). Lead and ACM testing has been carried out at all locations and the results of those tests are attached.

All work is to occur within IAD- 100 16th St, San Diego, CA 92101 and KMD- 4630 Ruffner St, San Diego, CA 92111.

SECTION 7-2 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. There may be some available space within or adjacent to the various restroom locations. 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 7-3 TEMP FACILITIES

The contractor is to provide their own temporary restrooms and wash facilities as needed. Contractor is responsible for temp power and water.

SECTION 7-4 SAFETY AND ACCESS

Diligent caution must be taken during the undertaking of this work. All work will occur within active bus yards that are 24hr. operating facilities. Key personnel will be granted badges for access. Only vehicles necessary for the performance of the work shall be parked within the yard adjacent to the various restroom locations.

A hazmat test was conducted and the results are attached. All of the ceramic wall tile at all locations are high in concentrations of lead. All local, state, and federal lead safe work practices must be observed while removing tile. The underlayment below the wall tiles is also hot with "trace amounts" of asbestos. Under local, state, and federal law, any ACM that is to be disturbed or removed, must be done so by a certified asbestos abatement contractor.

SECTION 7-5 WASTE

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

SECTION 7-6 SCHEDULE AND SEQUENCING

All work shall be completed within sixty (60) 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 will supply a schedule and phasing plans so as to not take down all bathrooms at the same time.

SECTION 7-7 DETAILED SCOPE OF WORK:**IAD & KMD Restroom Rehab**

The scope for the service lane restrooms will be the same. Contractor will demo all existing lighting, accessories, and finishes to stud. Protect hard lid in place. Contractor will provide and install new 12x24 tile on floor and 4' up walls with Schluter edge. Provide alt. price to cover new drywall with FRP vs. painted drywall. Prep/prime/paint all new drywall and existing hard lid. Contractor will provide and install new toilets/urinals with new cleanouts. Provide and install new floor drain covers. Provide and install new wall mounted sinks with lever faucets

and cleanouts. Provide and install access panels and shutoffs at new toilets/urinals. Provide and install new Bobrick stainless steel framed mirrors, soap dispensers (2 per sink, 1 for standard soap, 1 for heavy duty grease remover soap), and recessed paper towel and waste receptacle with large capacity bin. Provide and install new stainless-steel partitions in current configuration. Provide and install new LED lighting fixtures with occupancy sensors. Paint/refinish existing exterior doors and frames/ repair replace hardware as needed. Existing outlets in restrooms to be safe-ed off and abandoned in place. Finishes TBD. Contractor to verify condition of exhaust fans. (rehab vs. replace?)

The scope for the KMD maintenance restrooms is as follows: Contractor will demo all existing lighting, accessories, and finishes to stud. Protect hard lid in place. Contractor will provide and install new 12x24 tile on floor and 4' up walls with Schluter edge. Install/finish new drywall above tile. Prep/prime/paint all new drywall and existing hard lid. Contractor will provide and install new toilets/urinals with new cleanouts. Provide and install new floor drain covers. Provide and install new wall mounted sinks with lever faucets and cleanouts. Provide and install access panels and shutoffs at new toilets/urinals. Provide and install new Bobrick stainless steel framed mirrors, soap dispensers (2 per sink, 1 for standard soap, 1 for heavy duty grease remover soap), and recessed paper towel and waste receptacle with large capacity bin. Provide and install new stainless-steel partitions in current configuration. Provide and install new ADA grab bars. Provide and install new partition mounted TP and sanitary seat cover dispenser. For women's restroom, provide and install new partition mounted TP, sanitary seat cover dispenser, and sanitary napkin disposal. Provide and install new LED lighting fixtures with occupancy sensors. Paint/refinish existing exterior doors and frames/ repair replace hardware as needed. Existing outlets in restrooms to be safe-ed off and abandoned in place. Finishes TBD.

Finishes/paint TBD. All plumbing lines to be inspected and cleaned as necessary prior to installation of new fixtures. Material specs are attached. All material assumes "or approved equal"

Eli Belknap, Manager of Capital Projects

Date

Noah Cappadocia, Project Manager

Date

EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$25,057.41	\$0.00	\$0.00	\$25,057.41
02	Existing Conditions	\$69,191.34	\$0.00	\$0.00	\$69,191.34
09	Finishes	\$129,598.11	\$0.00	\$7,381.66	\$136,979.77
10	Specialties	\$52,256.81	\$0.00	\$3,917.44	\$56,174.25
22	Plumbing	\$42,175.10	\$0.00	\$2,077.11	\$44,252.21
Line Count: 45			Proposal Total:		\$331,654.98

The Percentage of Non Pre-Priced on this Proposal: 0.0%

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 2

01 General Requirements								\$25,057.41
-------------------------	--	--	--	--	--	--	--	-------------

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012223000155	Up To 2,000 CFM, Portable Negative Air Machine	Installation	36.00	\$317.68	WK	1.0715	\$12,254.19
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0715	\$0.00
Includes Labor No			Includes Equipment No	Includes Materials Yes				

User Note: 6 weeks per restroom location x 2 each
Item Note:

Total:								\$12,254.19
--------	--	--	--	--	--	--	--	-------------

2	012223001327	6 CY Rear Dump Truck With Full-Time Truck Driver	Installation	12.00	\$995.74	DAY	1.0715	\$12,803.22
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0715	\$0.00
Includes Labor Yes			Includes Equipment No	Includes Materials Yes				

User Note: 2 days (dump trips) per restroom
Item Note:

Total:								\$12,803.22
--------	--	--	--	--	--	--	--	-------------

02 Existing Conditions								\$69,191.34
------------------------	--	--	--	--	--	--	--	-------------

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	028233000073	>25 To 500 SF, Gypsum Wall Board (Or Backer Board) With Ceramic Tile And Mastic, Asbestos Abatement And Disposal	Installation	2,400.00	\$25.23	SF	1.0715	\$64,881.47
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
Includes Labor Yes			Includes Equipment Yes	Includes Materials Yes				

Total:								\$64,881.47
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

4	028233000099	Up To 100 SF, Single Layer Or First Of Multiple Layers, Floor Tile Or Linoleum, Asbestos Abatement And Disposal	Installation	6.00	\$670.38	SET	1.0715	\$4,309.87
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SET	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$4,309.87
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09 Finishes	\$136,979.77
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
5	090120910003	>2 To 4 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	240.00	\$13.65	SF	1.0715	\$3,510.23
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$3,510.23
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6	090160910012	Grinding Of Existing Concrete Floor Prior To Installation Of Flooring	Installation	1,300.00	\$7.60	SY	1.0715	\$10,586.42
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SY	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

Total:	\$10,586.42
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7	090160910013	Chemical Prepare Existing Concrete Floor Prior To Installation Of Flooring	Installation	1,300.00	\$6.64	SY	1.0715	\$9,249.19
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SY	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$9,249.19
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

8	090190520015	Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation	Installation	5,000.00	\$0.87	SF	1.0715	\$4,661.03
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$4,661.03
9	090190520019	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation	Installation	1,300.00	\$0.50	SF	1.0715	\$696.48
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
Total:								\$696.48
10	090561130003	>200 To 500 SF, Water Vapor Emission Control System (Koester VAP 1-2001)	Installation	1,300.00	\$10.46	SF	1.0715	\$14,570.26
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1300.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$14,570.26
11	092313000017	Smooth Finish Two Coats Gypsum Plaster On Walls	Installation	3,700.00	\$5.36	SF	1.0715	\$21,249.99
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$3.04	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$21,249.99

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

12	092816000003	5/8" DensShield Tile Backer For Installation On Floors	Installation	2,400.00	\$2.99	SF	1.0715	\$7,689.08
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	2400.000000	\$0.70	SF	1.0715	\$1,800.12
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$9,489.20
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13	093013000004	8" x 8" And Larger Unmounted Floor Tile	Installation	1,300.00	\$12.23	SF	1.0715	\$17,035.78
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1300.000000	\$1.43	SF	1.0715	\$1,991.92
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$19,027.70
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14	093013000007	8" x 8" And Larger Unmounted Wall Tile	Installation	1,200.00	\$13.53	SF	1.0715	\$17,396.87
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1200.000000	\$1.77	SF	1.0715	\$2,275.87
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$19,672.74
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15	093013000012	6" High x 24" Long, Unpolished Ceramic Cove Base (Daltile Portfolio)	Installation	600.00	\$15.19	LF	1.0715	\$9,765.65
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	600.000000	\$2.02	LF	1.0715	\$1,298.66
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$11,064.31
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

16	093013000013	6" High, Unpolished Ceramic Cove Base Outer Corner	Installation	32.00	\$11.13	EA	1.0715	\$381.63
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	32.000000	\$0.44	EA	1.0715	\$15.09
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$396.72
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17	093113000003	Clean And Scarify Existing Tile For Installation Of New Tile Over Existing	Installation	2,500.00	\$0.74	SF	1.0715	\$1,982.28
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

Total:	\$1,982.28
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18	099123000062	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Installation	3,700.00	\$0.55	SF	1.0715	\$2,180.50
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$2,180.50
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19	099123000064	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Installation	7,400.00	\$1.09	SF	1.0715	\$8,642.72
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$8,642.72
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10 Specialties								\$56,174.25
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

20	102113140014	60" x 78", Floor And Ceiling Anchored, Stainless Steel, One Compartment Corner Unit, Complete ADA Compliant Toilet Partition	Installation	7.00	\$2,149.54	EA	1.0715	\$16,122.62
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	7.000000	\$157.17	EA	1.0715	\$1,178.85
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
							Total:	\$17,301.47
21	102113140035	46" x 58" x 1", Wall Hung And Overhead Braced, Stainless Steel, Urinal Screen	Installation	4.00	\$689.57	EA	1.0715	\$2,955.50
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	4.000000	\$70.81	EA	1.0715	\$303.49
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
							Total:	\$3,258.99
22	102113140040	30" x 58" x 1", Stainless Steel, Toilet Partition Door	Installation	4.00	\$415.56	EA	1.0715	\$1,781.09
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	4.000000	\$19.92	EA	1.0715	\$85.38
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
							Total:	\$1,866.47
23	102113140056	78" x 58" x 1", Stainless Steel, Toilet Partition Panel	Installation	7.00	\$726.13	EA	1.0715	\$5,446.34
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	7.000000	\$50.92	EA	1.0715	\$381.93
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
							Total:	\$5,828.27

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

24	102113140086	24" x 96" To 120" x 1-1/4", Stainless Steel, Toilet Partition Pilaster	Installation	6.00	\$625.90	EA	1.0715	\$4,023.91
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$35.42	EA	1.0715	\$227.72
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$4,251.63
25	102813130015	Recessed Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick B-4369)	Installation	7.00	\$370.36	EA	1.0715	\$2,777.89
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	7.000000	\$19.91	EA	1.0715	\$149.33
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$2,927.22
26	102813130043	Two Roll, Surface Mounted, Stainless Steel Toilet Tissue Dispenser (Bobrick Classic B- 2888)	Installation	7.00	\$100.81	EA	1.0715	\$756.13
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	7.000000	\$19.91	EA	1.0715	\$149.33
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$905.46
27	102813130062	50 Fluid Ounce, Recessed Mounted, Stainless Steel Soap Dispenser (Bobrick Contura B- 4063)	Installation	9.00	\$273.70	EA	1.0715	\$2,639.43
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$19.91	EA	1.0715	\$192.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$2,831.43

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

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Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

28	102813130081	Surface Mounted, Stainless Steel Facial Tissue Dispenser (Bobrick B-8397)	Installation	6.00	\$91.13	EA	1.0715	\$585.87
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$19.91	EA	1.0715	\$128.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$713.87
29	102813130095	Surface Mounted, Stainless Steel Sanitary Napkin/Tampon Vending (Bobrick B-2706)	Installation	3.00	\$516.61	EA	1.0715	\$1,660.64
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	3.000000	\$19.91	EA	1.0715	\$64.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$1,724.64
30	102813130104	Partition Mounted, Stainless Steel Seat Cover And Toilet Tissue Dispenser With Sanitary Napkin Disposal (Bobrick B-357)	Installation	7.00	\$555.50	EA	1.0715	\$4,166.53
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	7.000000	\$44.26	EA	1.0715	\$331.97
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$4,498.50
31	102813130128	12 Gallon, Surface Mounted, Stainless Steel Combination Roll Towel Dispenser/Waste Receptacle (Bobrick Classic B-39619)	Installation	6.00	\$852.29	EA	1.0715	\$5,479.37
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$44.26	EA	1.0715	\$284.55
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$5,763.92

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

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Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

32	102813130144	36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)	Installation	6.00	\$86.48	EA	1.0715	\$555.98
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$17.70	EA	1.0715	\$113.79
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$669.77
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33	102813130146	48" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x48)	Installation	6.00	\$93.30	EA	1.0715	\$599.83
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$17.70	EA	1.0715	\$113.79
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$713.62
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34	102813130320	48" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 4836)	Installation	9.00	\$280.57	EA	1.0715	\$2,705.68
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$22.12	EA	1.0715	\$213.31
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$2,918.99
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22 Plumbing	\$44,252.21
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
35	220140810004	Chrome Supply Lines To Sink/Lavatory Replacement, Pair	Installation	9.00	\$25.10	EA	1.0715	\$242.05
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$0.00	EA	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$242.05
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By Division

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Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

36	220140810005	Single Bowl Sink/Lavatory Drain Line Replacement	Installation	9.00	\$34.76	EA	1.0715	\$335.21
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$0.00	EA	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$335.21
37	221313000004	Wall Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent Pipe	Installation	7.00	\$1,108.53	EA	1.0715	\$8,314.53
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	7.000000	\$0.00	EA	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$8,314.53
38	221313000006	Wall Mounted Urinal, Single Fixture Rough-In, Cast Iron Waste And Vent Pipe	Installation	4.00	\$495.91	EA	1.0715	\$2,125.47
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	4.000000	\$0.00	EA	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$2,125.47
39	221313000012	Wall Mounted Service Sink, Single Fixture Rough-In, Cast Iron Waste And Vent Pipe	Installation	9.00	\$791.01	EA	1.0715	\$7,628.10
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$0.00	EA	1.0715	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$7,628.10

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

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Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

40	224213130051	Horizontal Adjustable, No-Hub, Single Water Closet Carrier	Installation	6.00	\$703.05	EA	1.0715	\$4,519.91
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$47.01	EA	1.0715	\$302.23
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$4,822.14
41	224213160006	Wall Hung, Blowout, Vitreous China Urinal (American Standard Lynbrook™)	Installation	4.00	\$711.90	EA	1.0715	\$3,051.20
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	4.000000	\$95.26	EA	1.0715	\$408.28
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$3,459.48
42	224239000014	Deck Mount Sink Faucet, 8" Center Set, Lever Handles (Chicago Faucet 1100 ABCP)	Installation	9.00	\$292.86	EA	1.0715	\$2,824.20
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$48.34	EA	1.0715	\$466.17
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$3,290.37
43	224243000004	Exposed Manual Water Closet Flush Valve (Sloan Regal-110 Or 111)	Installation	6.00	\$230.58	EA	1.0715	\$1,482.40
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	6.000000	\$30.35	EA	1.0715	\$195.12
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$1,677.52

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$331,654.98

Approved Date: May 4, 2023

Job Order: MTSJOC324-28

Job Order Name: IAD & KMD Restroom Rehab

Location: IAD 100 16th St. San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 2

44	224243000033	Exposed Infrared Urinal Flush Valve (Sloan Royal 186-ES-S)	Installation	4.00	\$518.17	EA	1.0715	\$2,220.88
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	4.000000	\$30.35	EA	1.0715	\$130.08
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$2,350.96
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45	224316000005	20" x 17", Wall Mounted, Vitreous China Intensive Care Unit Sink (American Standard)	Installation	9.00	\$977.98	EA	1.0715	\$9,431.15
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	9.000000	\$59.65	EA	1.0715	\$575.23
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$10,006.38
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Proposal Total:								\$331,654.98
Div	The Percentage of Non Pre-Priced on this Proposal:							0.0%

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 5/12/2023

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-28
Job Order Title: IAD & KMD Restroom Rehab
Location: IAD
Contractor: ABC General Inc.
Subcontractors: A&S Flooring Inc.
Harborside Construction Inc
JANUS CORPORATION
PERFORMANCE PLUMBING & MECHANICAL
the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
A&S Flooring Inc. 2461 Fenton St, Chula Vista, CA 91914	801134	Tiler		\$48,341.00	14.58%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	Carpenter		\$50,000.00	15.08%
JANUS CORPORATION 1081 SHARY CIRCLE, CONCORD, CA 94518	1507594	Abatement		\$34,968.00	10.54%
PERFORMANCE PLUMBING & MECHANICAL 3740 OCEANIC WAY #307, OCEANSIDE, CA 92056	866856	Plumber		\$58,540.00	17.65%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$16,200.00	4.88%



REVISED

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Trolley Track Improvements – Contract Award

RECOMMENDATION:

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

1. Execute the Base, Add Alternate 1 and Add Alternate 2 to MTS Doc. No. PWL366.0-23 (in substantially the same format as Attachment A), with Balfour Beatty Infrastructure Inc. for Trolley Track Improvements in the amount of \$8,884,454.00;
2. Authorize the CEO to execute amendments or change orders up to a 20% contingency for this construction contract, bringing total expenditure authority to \$10,661,344.80.

Budget Impact

The total cost of this contract estimated to be \$10,661,344.80; total bid amount of \$8,884,454.00 plus 20% contingency) over the duration of the construction services consisting of the following:

Description	Bid Amount	Bid w/Contingency
Base – Executing	\$4,394,860.00	\$5,273,832.00
Add Alternate 1 – Executing	\$3,303,118.00	\$3,963,741.60
Add Alternate 2 – Executing	\$1,186,476.00	\$1,423,771.20
Grand Total Incl. Add Alternate(s)	\$8,884,454.00	\$10,661,344.80

Funding will be through various MTS Capital Improvement Projects (CIP) and MTS Operations Budget as follows:



CIP/Cost Center Number	CIP Description	Amount
CIP 2005109201 - 599908	Grade Crossing Replacement	\$3,933,942.86
CIP 2005118201 - 599908	62 nd Street Station Trackway Replacement	\$747,592.49
370016 - 536600	Crosstie Replacement	\$4,399,510.56
CIP 2005118301 - 599908	16 th to 20 th Street Track Replacement	\$1,580,298.89
TOTAL		\$10,661,344.80

DISCUSSION:

To maintain a state of good repair, MTS's Trolley infrastructure requires replacement of several major track components which are at the end of their useful life, including but not limited to: worn rail and ties, and gauge tolerance issues. To address these issues, MTS's approved Capital Improvement Project (CIP) Budget includes several track improvement projects.

This contract would cover this type of work, across the above-listed CIPs. The base bid portion of the contract includes:

- ~~Replacement of the vehicular crossings at Friars Road and Napa Street on the Green Line and Vernon Way on the Orange Line.~~
- ~~Tie replacement between Severin Drive and Hill Street on the Orange Line.~~
- Replacement of vehicular crossings at Francis Street, Marshall Avenue, 27th Street, 29th Street and Commercial, 62nd Street, 5th Avenue and C Street, Civic Center Drive, and Island Avenue.
- Replacement of the track at 62nd Street Trolley Station.

In order to ensure the base bid work could be completed within budget, additional scopes of work were added to the bid documents as "add alternates". These add alternates are additional improvements associated with the base bid work. Today's proposed action would include executing these Add Alternates, since the current CIP Budget includes sufficient funding to complete all of the work. A description of the add alternates are as follows:

Add Alternate 1

Work will include the replacement of 10,000 timber crossties on the eastbound track between Barrio Logan Station and East Beyer Bridge on the Blue Line.

Add Alternate 2

Work will include replacement of the existing track between 16th and 20th Street on Commercial Street on the Orange Line.

On March 6, 2023 staff issued an Invitation for Bids (IFB). The following bids were received:

Crosstie and Grade Crossing Improvements IFB		
COMPANY NAME	FIRM DBE/SB CERTIFICATION	BID AMOUNT
MTS - ICE		\$8,771,135.00
Balfour Beatty Infrastructure Inc.	None	\$8,884,454.00
Transdev Rail, Inc.	None	\$10,465,961.75
West Coast General Group, A Joint Venture		\$12,643,880.00

Based on the bids received, and in comparison, with the Independent Cost Estimate (ICE), MTS staff recommends executing the Base Bid, Add Alternate 1 and Add Alternate 2 at this time, as staff determined that the Balfour Beatty Infrastructure, Inc.'s price to be fair and reasonable.

Balfour Beatty Infrastructure will be utilizing two (2) subcontractors, Traffic Management, Inc. (a Minority Owned Business Enterprise (MBE) and Small Business (SB)) and Miramar General Engineering, as detailed further in Attachment C.

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

1. Execute the Base, Add Alternate 1 and Add Alternate 2 to MTS Doc. No. PWL366.0-23 (in substantially the same format as Attachment A), with Balfour Beatty Infrastructure Inc. for Trolley Track Improvements in the amount of \$8,884,454.00;
2. Authorize the CEO to execute amendments or change orders up to a 20% contingency for this construction contract, bringing total expenditure authority to \$10,661,344.80.

/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.PWL366.0-23
B. Bid Form
C. Balfour Subs



**Metropolitan
Transit
System**

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWL366.0-23

TROLLEY TRACK IMPROVEMENTS

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: Balfour Beatty Infrastructure, Inc. Address: 300 Galleria Parkway, Ste. 2050
Atlanta, GA 30339

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email: mkonchar@balfourbeattyus.com

Telephone: 703-273-3311

Authorized person to sign contracts Mark Konchar President
Name Title

The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in accordance with the Standard Agreement and General Conditions (Exhibit A), Scope of Work, Special Conditions and Attachments (Exhibit B), Bid Price Form (Exhibit C), and Federal Requirements (Exhibit D) and Forms (Exhibit E)

SCOPE OF WORK

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

TROLLEY TRACK IMPROVEMENTS

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.



CONTRACT TIME.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Base Work required by the Contract Documents within **360 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternate One (1) Work required by the Contract Documents within **360 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternate Two (2) Work required by the Contract Documents within **360 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of eight million eight hundred eighty eight thousand four hundred fifty four Dollars (\$ 8,884,454.00). Payment shall be made as set forth in the General Conditions.

Base – Executing	\$3,901,279.46
Add Alternate 1 – Executing	\$3,666,258.80
Add Alternate 2 – Executing	\$1,316,915.74
Grand Total Incl. Add Alternate(s)	\$8,884,454.00

PROVISIONS REQUIRED BY LAW.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

INDEMNIFICATION.

Contractor shall provide indemnification as set forth in the General Conditions.

PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at MTS's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	BALFOUR BEATTY INFRASTRUCTURE INC.
<p>By: _____ Sharon Cooney, Chief Executive Officer</p> <p>Approved as to form:</p> <p>By: _____ Karen Landers, General Counsel</p>	<p>By: _____</p> <p>Title: _____</p>

DRAFT

San Diego Metropolitan Transit System

Bid Results for Project TROLLEY TRACK IMPROVEMENTS 2023 (PWL366.0-23)

Issued on 03/06/2023

Bid Due on May 04, 2023 2:00 PM (PDT)

Exported on 05/04/2023

Line Totals (Unit Price * Quantity)

							Balfour Beatty
Item							Infrastructure Inc.
Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	
1 Main Bid		1A	Mobilization		LS	1	\$880,000.00
2 Main Bid		1	Remove Existing Rubber Panels, Vehicular Crossing		TF	344	\$29,584.00
3 Main Bid		2	Install New Rubber Panels, Vehicular Crossing		TF	344	\$440,320.00
4 Main Bid		3	Remove Existing Track, Vehicular Crossing		TF	1325	\$156,350.00
5 Main Bid		4	Construct New Track, Vehicular Crossing		TF	1325	\$1,821,875.00
6 Main Bid		5	Remove Existing Track, Station		TF	763	\$129,710.00
7 Main Bid		6	Construct New Track on Concrete Ties, Station		TF	763	\$366,240.00
8 Main Bid		7	Asphalt Concrete, (8" HMA)		SF	7843	\$337,249.00
9 Main Bid		8	Install Sidewalk, w Raised Epoxy Pebble, (4" PCCP)		SF	875	\$54,250.00
10 Main Bid		9	Rail Replacement (115lb to 115lb)		TF	854	\$28,182.00
11 Main Bid		10	10' Pedestrian Crossing		EA	2	\$19,400.00
12 Main Bid		11	20' Pedestrian Crossing		EA	2	\$38,000.00
13 Main Bid		12	Insulated Joint Plug		EA	4	\$44,000.00
14 Main Bid		1B	Performance and Payment Bond Base Bid		LS	1	\$34,700.00
15 Main Bid		1D	Bid Bond		LS	1	\$15,000.00
						Subtotal	\$4,394,860.00
16 Alternate #1 Items		13.1	Crosstie Replacement (Timber Ties)		EA	10000	\$2,100,000.00
17 Alternate #1 Items		14.1	Surfacing, Top Ballast, & Destressing		TF	51769	\$1,138,918.00
18 Alternate #1 Items		17.1	Rail Anchors		EA	2000	\$12,000.00
19 Alternate #1 Items		18.1	Tie Plates		EA	1000	\$26,000.00
20 Alternate #1 Items		1E	Performance and Payment Bond Add Alt 1		LS	1	\$26,200.00
						Subtotal	\$3,303,118.00
21 Alternate #2 Items		7.2	Asphalt Concrete, (8" HMA)		SF	20240	\$406,824.00
22 Alternate #2 Items		15.2	Remove Existing Track, Full Depth		TF	1608	\$221,904.00
23 Alternate #2 Items		16.2	Construct New Track on Concrete Ties		TF	1608	\$548,328.00
24 Alternate #2 Items		1C	Performance and Payment Bond Add Alt 2		LS	1	\$9,420.00
						Subtotal	\$1,186,476.00
						Total	\$8,884,454.00

[illegible]



Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Copley Park Division (CPD) Planning and Utilities Study - Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-16 under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A) with Psomas in the amount of \$204,221.31 to perform a site planning study and a utilities study at the CPD.

Budget Impact

The total cost of this contract is estimated to be \$204,221.31. The project is funded by MTS Capital Improvement Program (CIP) 1009117801 (CPD Modular Building Replacement) and Operating Budget 850012-571142 – Paratransit, Construction Services.

DISCUSSION:

There is an existing modular building used for driver training at MTS's CPD that was installed over the old Miramar South Landfill. Since its installation, the building has experienced settling and damage over time caused by the landfill. Due to continuous maintenance costs, the existing building is not the best long-term location for the training. In addition to settlement under the building, several light poles are leaning, presumed due to settlement. Furthermore, the current light poles are outdated, the footings are insufficient for re-use and there are restrictions on the allowable depth of the footings created by the old landfill.

The intent of this Work Order is to conduct a planning study of the existing property to provide options for replacing the building in an alternate location, provide mapping of existing utilities at the site and a photometric study with light layout options to replace site lighting. The consultant will also review existing property development restrictions including utilities easements, setbacks, community health and safety plans, and industrial development permits pertaining to the site to ensure compliance of each option presented.



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 Psomas to perform the requisite services.

Based on previous level of effort for these services, Psomas' proposed amount of \$204,221.31 was determined to be fair and reasonable. For the project, Psomas will utilize the following subcontractors:

Subcontractor Firm Name	Firm Classification	Dollar Value of Subcontract
Anil Verma	DBE, SB	\$111,287.31
Ninyo & Moore	Minority Business Enterprise (MBE)	\$1,960.50

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA355-AE-16 under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A) with Psomas in the amount of \$204,221.31 to perform a site planning study and a utilities study at the CPD.

/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 WOA355-AE-16
B. Cost form



Metropolitan Transit System

June 15, 2023

MTS Doc. No. PWL355.0-22
Work Order No. WOA355-AE-16

Mrs. Sarah Curran, PE
Vice President
Psomas
401 B Street, Suite 1600
San Diego, CA 92101

Dear Mrs. Curran:

Subject: MTS DOC. NO. PWL355.0-22, WORK ORDER WOA355-AE-16, GENERAL ENGINEERING SERVICES FOR COPLEY PARK DIVISION (CPD) PLANNING AND LIGHTING STUDY

This letter shall serve as our agreement for Work Order WOA355-AE-16 to MTS Doc. No. PWL355.0-22, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work Order shall provide engineering services for Copley Park Division (CPD) planning and lighting study. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

The Scope of Services, as described above, shall be for a period of ten (10) weeks from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$204,221.31 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

Sarah Curran, Vice President
Psomas

Date: _____

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

DRAFT

**ATTACHMENT A
SCOPE OF SERVICES**

DRAFT

TITLE: CPD Modular Building Replacement**WOA #: WOA355-AE-16****I. PROJECT DESCRIPTION**

There is an existing modular building at MTS' Copley Park Division ("CPD") that was installed over the old Miramar South Landfill and has been settling for some time. It requires constant maintenance and adjustments and was not the best long-term location for the modular training building. Additionally, it was recently noticed that there are several leaning light poles/footings at CPD. The current light poles are outdated, and the footings are insufficient for re-use when lights are updated. The facility is currently built over the old Miramar South Landfill which is causing settling and sagging with the existing footings and places restrictions on allowable depths.

The intent of this Work Order is to provide engineering services to conduct a planning study of the existing property to provide options for replacing the building with an alternate building, or an expansion of the existing permanent building on the west side of the site, located off the capped landfill to meet the existing facility space needs. Additionally, MTS would like full existing utility mapping, and a photometric study to be completed. The photometric study should be carried out, and its results incorporated into the (3) options being provided for the modular building replacement.

II. SCOPE OF WORK

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

Task 1 – Project Management and Coordination

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary. Schedule and conduct bi-weekly meetings with MTS, building users and Consultant team as necessary.
- 1.3 Provide coordination and oversight of subconsultant(s) and integration of plans and specifications into submittal packages.
- 1.4 Perform 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 will have a check box or signature page indicating review has been performed.

Task 2 – Preliminary Site Investigation

- 2.1 Perform one (1) a site visit to observe existing conditions of the existing modular building that is to be replaced, bus movements around the site, as well as all existing structures and potential areas of expansion.
- 2.2 Data Collection and Review:
 - Conduct a review of the CHSP (Community Health Safety Plan) and COP (Continuing Obligation Plan) that are in place regarding this facility. MTS would like to avoid any new construction over old Miramar South Landfill areas that are marked as areas over garbage (reference attached CHSP and COP).

- Review available reports, plans, maps, design surveys, easement documents, agreements, development restrictions, and utility information provided by MTS. Discuss with MTS staff, so critical information is considered within the study. Review tract and parcel maps and County AP maps for right-of-way data.
- Confirm new feature locations and configurations.
- Provide cursory review of accessibility (ADA/CBC), drainage, and utilities at existing facility.

2.3 Confirm what the existing space needs are for the administration, operational, bus maintenance, vehicle parking, and bus parking to ensure that the options being presented are sufficient to meet these needs.

2.4 Provide the following surveying services and deliverables:

Subsurface Utility Engineering

- The horizontal locations will be located for underground utilities including water, gas, power, waste, communications and cable/TV.
- One or all of the following will be used for utility detection:
 - Standard electromagnetic utility locator
 - Ground penetrating radar unit
 - Sonic wave generator
 - Magnetic locator
- Detectable utilities include main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a "tracer wire", sewer and waste lines by electromagnetic location, power lines, telecommunication lines and gas lines with tracer wires.
- Field technicians will mark the utility indications directly on the surface of the surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.
- Utility detection will be performed to a Quality Level B per the ASCE's SUE Guideline 38-02.

Final survey deliverable will be a KMZ file of the utility mark-outs that can be merged on to the site basemap described below.

2.5 Existing Conditions Base Map

Develop a preliminary base map (.DWG files) of the existing site conditions based on available aerial imagery (Google Map, NearMaps, etc.) showing the existing buildings, fuel tanks and appurtenances, parking configurations, ADA paths of travel, site light poles, perimeter fence lines, signs, Copley Park Pl. frontage improvements/driveways. The base map will be used as a basis for the development of 20-scale concept site plans described in task 5 below.

Task 3 – Environmental Services

3.1 Limited Environmental Consulting Services

- Ninyo & Moore will provide limited environmental consulting support as follows:
 - Project management and coordination
 - Review existing data and publicly available documents.
 - Attend meetings with MTS, Psomas and contractors as needed to discuss environmental compliance regarding work on or near the landfills. Up to three meetings were included in the proposal.
 - Evaluate Local Enforcement Agency (LEA) regulatory constraints for work near landfills.

Task 4 – Preliminary Design/Site Planning Study

4.1 Consultant shall prepare a complete planning study consisting of:

- Potential options for replacement of the existing modular training building. Replacement can be new construction or add-on to the existing building on the adjacent site. Prepare preliminary building footprints to develop a concept site plan for up to three (3) options for the replacement facility. Work elements include:
 - Understand the program, area development requirements and expectations of MTS.
 - Define the site opportunities and constraints, vehicular and pedestrian accesses, internal site linkages, as well as considering comfortable outdoor spaces for employees.
- Potential facility operations and impacts (if any) of various options being presented, i.e., loss of parking spots or impacts to bus operations.
 - Prepare a site design concept to reconfigure the parking lot layout and circulation system based upon the new facilities and the demolished modular building.
 - Study options for site circulation and public / private space interface.
 - Consider maintenance/operations and security requirements to keep life cycle costs in check.
- Prepare up to three (3) individual options, with cost estimates, and summary memos briefly explaining the pros and cons for each option respectively.

4.2 Consultant shall prepare order of magnitude construction cost estimates of each option being presented.

- Each estimate should not only include new construction but should also include cost to demo existing modular building, cap/abandon existing utilities, and placement of new base/asphalt at the footprint of the removed modular building.

4.3 MTS Review

- Draft concept plans, estimate and summary will be packaged and submitted by Consultant to MTS for review and comment.
- Consultant will respond to review comments and revise documents for final submittal to, and acceptance by MTS.

Task 5 – Leaning Light Poles

5.1 Consultant shall prepare a conceptual site lighting plan study with photometric analysis as follows:

- Keep existing light poles but switch out head with new LED fixtures.
- Propose all new pole lights, positioned around the perimeter of the site to avoid placement over the landfill material, and based upon the suggested parking lot reconfigurations.

5.2 Consultant shall include lighting study results/proposed layout as part of planning study prepared in Task 5.1, above.

5.3 Consultant shall incorporate completion of work proposed in lighting study to the cost estimate prepared in Task 5.2, above.

III. PERIOD OF PERFORMANCE

The period of performance shall be ten (10) weeks from the date of the Notice to Proceed.

IV. DELIVERABLES

- Concept Design Plans for up to three (3) options of potential expansion (new construction and/or renovations/additions to existing structures).
- Concept level Construction cost estimate for each option being presented.

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Project Management & Coordination	NTP / Project Completion
Initial submittal of plans, estimates, and summary memos	NTP / +8 weeks
MTS review and return w/comments	NTP / +9 weeks
Final 100% submittal and acceptance of plans, estimates, and memos by MTS	NTP / +10 weeks

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
(3) plans, estimates, and summary memos	10 weeks after NTP

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

MTS to provide any relevant As-builts. MTS to provide most up-to-date CHSP and COP

VII. SPECIAL CONDITIONS

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work Orders.

(Not Applicable)

VIII. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractor's 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 (i.e., not meeting the professional standard of care) and the deficiency delays any portion of the project, Contractor shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Revising provided documents,

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

X. DELIVERABLE REQUIREMENTS

Contractor will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality reasonably 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

Assumptions/Understandings:

- As part of Task 4.1, Consultant will meet with MTS to determine building and site program requirements. Consultant will document the requirements for incorporation into the overall planning study and obtain approval from MTS prior to proceeding with related analyses. Any changes in program after MTS initial approval may require additional budget to address.
- Three alternative options will be developed for the replacement or relocation of the building as follows:
 - Construct a new building on the west side of the site outside the limits of the landfill material.
 - Construct a single-story addition to the existing west building.
 - Construct a two-story addition to the existing west building.
- The new building/space will be located west of the limits of the landfill (location provided by MTS).
- The new space needs to have at least the same square footage as the existing modular building. The existing building size is absolute minimum.
- The new space needs to provide for a 6-to-8-person conference room for meetings.
- Sustainability should be a consideration for the new building or space (solar, natural gas, ...).
- Existing electrical infrastructure is to remain in place when the modular building is removed for potential future use.
- For bus circulation around the site use a standard 32' MTS bus as a template.
- Existing gasoline and propane tanks could be relocated onto the east property to make room for the new space but needs Fire Dept. approval. A meeting with the Fire Department is not currently included in the scope of services.
- All vehicles currently enter and exit the facility through the gates on the west property. The gates on the east property are functional but not used.
- Staff break area is currently under portable canopies in the southeast corner of the parking area of the west property. This could be relocated if needed.
- EV Chargers are not anticipated per discussion with MTS.
- Upon awarding of the project, the client will provide in writing, the DIR Project ID for the purposes of electronic certified payroll reporting (eCPR) and labor compliance.
- Site access for field personnel and vehicles will be granted and the site can be accessed during normal working hours (Monday through Friday, 8:00 am to 5:00 pm).
- Detection of all utilities cannot be guaranteed due to the many variables such as materials, depth, signal interference, lack of record information and environmental factors.
- The horizontal positions of utilities depicted on the designation deliverable and in the field are considered approximate. To achieve precise horizontal and vertical locations, Quality Level "A" Test Holes must be performed. Test holes are not included at this time.
- Nonmetallic utilities such as PVC, Asbestos Cement, Terracotta, and Plastic pipes are nonconductive and cannot be traced with electromagnetic instrumentation. Ground

Penetrating Radar (GPR) will be used in an attempt to identify nonmetallic utilities. GPR results can be affected by various factors such as pipe size, depth, and most importantly environmental factors such as soil conditions, rebar and subsurface ground water.

- All lines designated by the client for need of locating must have clear unobstructed access points.

Exclusions:

- Topographic and Boundary Survey
- Geotechnical Services
- Building Mechanical, Electrical and Plumbing evaluations
- Landscape/Planting/Irrigation evaluations
- Utility capacity or condition analysis
- Stormwater management concepts
- Preparation of construction documents
- CEQA analysis, documentation, or processing
- Hydrology and hydraulic analysis
- Stormwater management facility sizing or calculations.
- Coordination with any agency other than MTS
- Sustainability Certification Documentation
- Agency permitting and any related fees
- Signage concepts or design
- Acoustical analysis
- Tree/Arborist report or studies
- CASp analysis and accessibility upgrades of existing facilities
- Construction phasing design or recommendations
- Planning and/or committee presentations
- Hazardous materials studies or reports

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:

- | |
|--|
| <ul style="list-style-type: none"> ○ Surveyor – Senior ○ Field Technician - Senior |
|--|

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

DRAFT

Work Order Estimate Summary

Att.A, AI 12, 06/15/23

Total Hours =

103

Total Costs =

\$20,545.18

Consultant/Subconsultant: Psomas Engineering

MTS Doc. No.: PWL355.0-22

Work Order No.: WOA355-AE-16

Work Order Title: CPD Modular Building Replacement - Planning Study

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Task Manager	CADD - Senior	Admin - 3	Technical Expert	Surveyor - Senior	Project Manager	Field Technician Senior	Total Hours	Totals
				\$ 248.20	\$ 219.98	\$ 131.84	\$ 105.77	\$ 276.01	\$ 183.68	\$ 218.74	\$ 155.48		
1	Task 1	Project Management and Coordination											
	Project Management			5	10		1					16	\$3,546.57
	Coordination with MTS and subs			4	6	2						12	\$2,576.36
	Meetings (5)			4	6							10	\$2,312.68
	Coordinate and assemble submittal packages				3							3	\$659.94
	Quality Control			8								8	\$1,985.60
	Respond to comments				10							10	\$2,199.80
	Subtotals (Hours) =	N/A		21	35	2	1					59	\$13,280.95
	Subtotals (Costs) =			\$5,212.20	\$7,699.30	\$263.68	\$105.77					59	\$13,280.95
2	Task 2	Preliminary Investigation											
	Site visit (1)												
	Data Collection and Review												
	Existing conditions basemap prep												
	Evaluate site program needs												
	Subsurface Utility Engineering							1	4	3	36	44	\$7,264.23
	Subtotals (Hours) =	N/A						1	4	3	36	44	\$7,264.23
	Subtotals (Costs) =							\$276.01	\$734.72	\$656.22	\$5,597.28	44	\$7,264.23
3	Task 3	Environmental Services											
	Subtotals (Hours) =	N/A											
	Subtotals (Costs) =												
4	Task 4	Preliminary Design/Site Planning Study											
	Circulation and parking (3 options)												
	Memorandum Draft												
	Exhibits Draft												
	Final Memorandum and Exhibits												
	Subtotals (Hours) =	N/A											
	Subtotals (Costs) =												
5	Task 5	Leaning Light Poles (Utilities)											
	Subtotals (Hours) =	N/A											
	Subtotals (Costs) =												
Totals (Summary) =													
	Total (Hours) =	N/A		21	35	2	1	1	4	3	36	103	
	Total (Costs) =			\$5,212.20	\$7,699.30	\$263.68	\$105.77	\$276.01	\$734.72	\$656.22	\$5,597.28		\$20,545.18
	Percentage of Total (Hours) =	N/A		20%	34%	2%	1%	1%	4%	0.02912621	0.34951456	100%	
	Percentage of Total (Costs) =			25%	37%	1%	1%	1%	4%	0.03194034	0.27243762		70%

Work Order Estimate Summary

Att.A, AI 12, 06/15/23

Consultant/ Subconsultant: **Psomas Survey**

Contract No: **PWL355.0-22**

Task Order No. **WOA355-AE-16**

Work Order Title: **CPD Modular Building Replacement - Planning Study**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)													
ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Att.A, Al 12, 06/15/23

393

\$70,428.32

Work Order No.:	WOA355-AE-16
-----------------	---------------------

Attachment: B

A-14

Work Order Estimate Summary

Att.A, AI 12, 06/15/23

Total Hours =	595
Total Costs =	\$111,287.31

Consultant/Subconsultant: Anil Verma

MTS Doc. No.: PWL355.0-22

Work Order No.: WOA355-AE-16

Work Order Title: CPD Modular Building Replacement - Utilities Study

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Architect Senior (Work Order Manager)	Architect-3 (Technical Expert - QA/QC)	Sr. Architect	Architect - 3 (Designer - Senior)	Planner- 2 (Lighting)	Planner-2 (CADD)	Engineer Senior - (Estimator)	Total Hours	Totals
			\$ 221.41	\$ 181.57	\$ 221.41	\$ 181.57	\$ 151.59	\$ 151.59	\$ 258.39	\$ -		
1	Task 1 PROJECT MANAGEMENT AND COORDINATION											
	Reports / Coordination			2							2	\$442.82
	PDT Meetings (up to 5) and Coordination			16		12	5	8			41	\$8,320.05
	Quality Control			4	12	8					24	\$4,835.76
	Comment Responses and Comment Resolution Meeting			4		4					8	\$1,771.28
	Subtotals (Hours) =	N/A		26	12	24	5	8			75	\$15,369.91
	Subtotals (Costs) =		\$5,756.66	\$2,178.84	\$5,313.84	\$907.85	\$1,212.72				75	\$15,369.91
2	Task 2 PRELIMINARY INVESTIGATION											
	Kickoff Meeting and Field Reconnaissance			6		12		6			26	\$5,198.10
	Project Familiarization / Data Collection and Review			8		16		10			34	\$6,829.74
	Utility Coordination related to AVA scope											
	Subtotals (Hours) =	N/A		14		28		18			60	\$12,027.84
	Subtotals (Costs) =		\$3,099.74		\$6,199.48	\$2,728.62					60	\$12,027.84
3	Task 3 Environmental Services											
	Subtotals (Hours) =	N/A										
	Subtotals (Costs) =											
4	Task 4 Preliminary Design/Site Planning Study											
	Architectural (3 Options)			6		60	60		120		246	\$43,698.06
	Architectural (3D renderings)			2		16	80				98	\$18,510.98
	Electrical (lighting concepts and photometric analysis)											
	Mech & Plumb 3 options Concept Diagram											
	Structural Analysis (3 options)											
	Landscape (Site)											
	Preliminary Cost Estimate (ROM)			4			4			32	40	\$9,880.40
	Subtotals (Hours) =	N/A		12		76	144		120	32	384	\$72,089.44
	Subtotals (Costs) =		\$2,656.92		\$16,827.16	\$26,146.08		\$18,190.80	\$8,268.48		384	\$72,089.44
5	Task 5 Leaning Light Poles											
	Electrical (lighting concept and photometric analysis)			4				32	40		76	\$11,800.12
	Subtotals (Hours) =	N/A		4				32	40		76	\$11,800.12
	Subtotals (Costs) =		\$885.64					\$4,850.88	\$6,063.60		76	\$11,800.12
	Totals (Summary) =							Totals =			595	\$111,287.31
	Total (Hours) =	N/A		56	12	128	149	58	160	32	595	
	Total (Costs) =		\$12,398.96	\$2,178.84	\$28,340.48	\$27,053.93	\$8,792.22	\$24,254.40	\$8,268.48			\$111,287.31
	Percentage of Total (Hours) =	N/A		9%	2%	22%		10%	0.268907563	0.053781513	75%	
	Percentage of Total (Costs) =			11%	2%	25%		8%	0.217943987	0.074298498		68%

Work Order Estimate Summary

Att.A, AI 12, 06/15/23

Consultant/ Subconsultant: **Anil Verma**

Contract No: **PWL355.0-22**

Task Order No. **WOA355-AE-16**

Work Order Title: **CPD Modular Building Replacement - Utilities Study**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 4					
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	EA	\$0.63			400	\$250.00						
2	Printing	LS	\$250.00	1	\$250.00								
3	Postage Deliveries	LS	\$200.00	1	\$200.00								
4													
5													
6													
7													
8													
9													
10													
Subtotal =					\$450.00	Subtotal =			\$250.00	Subtotal =			

TASKS/WBS (6-10)													
ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage											400	\$250.00
2	Printing											1	\$250.00
3	Postage Deliveries											1	\$200.00
4													
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$700.00	

Work Order Estimate Summary

Att.B, AI 12, 06/15/23

MTS Doc. No.	PWL355.0-22
Work Order No.	WOA355-AE-16
Attachment:	B

Work Order Title: CPD Modular Building Replacement - Planning Study

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		CPD Modular Building Replacement - Planning Study	\$121,992.87
2		CPD Modular Building Replacement -Utilities Study	\$82,228.44

Totals = **\$204,221.31**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	134.0	28,650.86
1		Project Management and Coordination (Utilities)	134.0	23,974.82
2		Preliminary Investigation	104.0	19,292.07
2		Preliminary Investigation (Utilities)	105.0	19,005.66
3		Environmental Services	12.0	1,960.50
4		Preliminary Design/Site Planning Study	384.0	72,089.44
4		Preliminary Design/Site Planning Study (Utilities)	154.0	27,447.84
5		Leaning Light Poles (Utilities)	76.0	11,800.12
6				

Totals = **1,103.0** **\$204,221.31**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	496.0	90,973.50
X		X		Anil Verma	595.0	111,287.31
				Ninyo & Moore	12.0	1,960.50

Totals = **1,103.0** **\$204,221.31**



Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
Board of Directors

June 15, 2023

SUBJECT:

Fiscal Year 2024 Transportation Development Act Claim

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution Nos. 23-06 (in substantially the same format as Attachment A), 23-07 (in substantially the same format as Attachment B), and 23-08 (in substantially the same format as Attachment C) approving Fiscal Year (FY) 2024 Transportation Development Act (TDA) Article 4.0, 4.5, and 8.0 claims.

Budget Impact

The FY 2024 TDA claims would result in the approval of \$135,514,183 in TDA funds for MTS to be utilized in the fiscal year 2024 operating and capital budgets.

DISCUSSION:

The TDA provides one-quarter percent of the state sales tax for operating and capital support of public transportation systems and non-motorized transportation projects. The San Diego Association of Governments (SANDAG), as the designated Regional Transportation Planning Agency, is responsible for the allocation of TDA funds to the region's cities, the County, and transit operators. At its February 24, 2023, meeting, the SANDAG Board of Directors approved the San Diego County Auditor's estimate of \$135,514,183 for the FY 2024 TDA apportionment.

A Master Memorandum of Understanding (MOU) exists between SANDAG, MTS, and the North County Transit District (NCTD) with respect to the functions and responsibilities transferred to SANDAG as a result of Senate Bill 1703 (Peace, 2003). Pursuant to the MOU, both transit agencies transfer TDA funding to SANDAG annually to pay for the administrative and planning functions that transferred to SANDAG as a result of the consolidation. The MOU is updated as circumstances change. For FY 2024, \$2,929,772 in funding will remain with SANDAG for transferred administrative and planning functions.

TDA allocations are authorized under four separate articles of the law. Article 4 funds are used to provide general public transit services. Article 4.5 funds are designated for community transit



services, and pursuant to SANDAG Board Policy No. 027, are allocated within the San Diego region to support paratransit services required by the Americans with Disabilities Act (ADA). Article 8 funds support specialized services such as express bus and ferry services.

A total of \$135,514,183 is estimated to be allocated to MTS for FY 2024. This includes \$127,292,404 in TDA Article 4.0 claims, \$84,636,319 of which will fund operating activities, and the remaining \$42,656,085 will fund the capital improvement program; \$6,790,544 in Article 4.5 claims to fund the MTS Access Paratransit services; and \$1,431,235 in Article 8.0 claims to fund the ferry/commuter express services. Actual revenue for MTS will be dependent on regional TDA sales tax receipts meeting the regional estimate, allowing MTS to receive up to the claimed amounts. If regional cash receipts do not meet the estimated totals, there is a reserve held by the County of San Diego to cover shortfalls, or in certain situations, MTS could receive less than these claimed amounts.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution Nos. 23-06 (in substantially the same format as Attachment A), 23-07 (in substantially the same format as Attachment B), and 23-08 (in substantially the same format as Attachment C) approving fiscal year (FY) 2024 TDA Article 4.0, 4.5, and 8.0 claims allocating \$135,514,183 in TDA revenues for MTS.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Resolution No. 23-06
B. Resolution No. 23-07
C. Resolution No. 23-08

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 23-06

Resolution Approving Fiscal Year 2024 (FY) Transportation Development Act, Article 4.0

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2024 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2024 TDA Article 4.0 MTS TDA claim of \$127,292,404; \$84,636,319 of the 4.0 TDA claim will be used for operating activities, and the remaining \$42,656,085 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this 15th day of June, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 23-07

Resolution Approving Fiscal Year (FY) 2024 Transportation Development Act, Article 4.5

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2024 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2024 TDA Article 4.5 MTS TDA claim of \$6,790,544. The allocation will be used to fund the MTS Access Paratransit services.

PASSED AND ADOPTED by the Board of Directors this 15th day of June, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 23-08

Resolution Approving Fiscal Year (FY) 2024 Transportation Development Act, Article 8.0

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2024 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2024 TDA Article 8.0 MTS TDA claim of \$1,431,235. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this 15th day of June, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System



Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Armored Transport and Cash Handling Services – Contract Award

RECOMMENDATION:

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

- 1) Execute MTS Doc. No. G2711.0-23 (in substantially the same format as Attachment A), with Sectran Security, Inc. (Sectran), for Armored Transport and Cash Handling Services for a five (5) base year period in the amount of \$693,288, and three (3) 1-year options; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be \$693,288.00. Funding would come from the San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), and MTS operating budgets as follows:

FUNDING	TOTAL BASE YEAR COSTS	TOTAL OPTION YEAR COSTS	TOTAL COST (BASE + OPTION YEARS)
611014-571210 (SDTC)	\$364,482	\$224,730	\$589,212
620016-571210 (SDTI)	\$33,924	\$20,592	\$54,516
513010-571210 (MTS)	\$30,840	\$18,720	\$49,560
			\$693,288

DISCUSSION:

To safely and securely transport cash received for MTS fare payments, throughout our transit system (e.g, from buses, trolley stations, and the Transit Store), MTS requires armored transport and cash handling services. These costs are charged to the budgets for each



division: SDTC, SDTI, and MTS Transit Store. MTS requires the Contractor to provide this service for all three division and each division has a specific Scope of Work and delivery instructions. This contract is valid for up to eight (8) years (5-year base period with three (3) 1-year options, exercisable at MTS' sole discretion).

On February 23, 2023, MTS issued a Request for Proposal (RFP) for Armored Transport and Cash Handling Services and posted on Planet Bids. MTS received a single proposal on the proposal due date of April 17, 2023 from the following:

Proposer	DBE Certification
Sectran Security, Inc.	N/A

To ascertain that the solicitation was not restrictive, MTS conducted a post-proposal survey with prospective proposers requesting their reason(s) for not proposing, MTS received zero (0) responses. Therefore, MTS determined that neither the RFP nor MTS's procurement processes played a role in their decision not to participate, and staff proceeded as a competitive solicitation.

Sectran's proposal was deemed responsive and responsible and was evaluated by a committee comprised of representatives from the MTS Revenue, Finance, and Support Services Departments. The proposal was evaluated on the following:

1. Qualifications of the Firm or Individual	20%
2. Staffing, Organization, and Management Plan	20%
3. Work Plan	35%
4. Cost and Price	<u>25%</u>
	100%

The following table illustrates the initial total score of Sectran:

PROPOSER	ICE (BASE + OPTION YEARS)	TOTAL COST (BASE + OPTION YEARS)	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100
Sectran Security, Inc.	\$815,312.60	\$693,288	46.33	25.00	71.33

As a result of the initial evaluation, MTS requested additional clarifications from Sectran on their experience, key personnel proposed, and project management work plan for SDTI and the Transit Store services initially outlined in the RFP. Based on the additional information, Sectran provided in our request, the evaluation committee rescored Sectran's proposal as follows:

PROPOSER	TOTAL COST (BASE +OPTION YEARS)	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100
Sectran Security, Inc.	\$693,288	52.33	25.00	77.33

Based on the objectives of this procurement, consideration of the evaluation criteria and Sectran's technical and cost proposal, the evaluation committee determined Sectran presented the best overall value. Sectran has not designated any subcontractors for this scope of work.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Execute MTS Doc. No. G2711.0-23 (in substantially the same format as Attachment A), with Sectran Security, Inc. (Sectran), for Armored Transport and Cash Handling Services for a five (5) base year period in the amount of \$693,288, and three (3) 1-year options; and
- 2) Exercise the option years at the CEO's discretion.

/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. G2711.0-23
B. Cost Form



Metropolitan Transit System

STANDARD AGREEMENT FOR MTS DOC. NO. G2711.0-23 MASTER CONCESSIONAIRE 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: Sectran Security Inc. Address: 7633 Industry Avenue
Pico Rivera, CA 90660
City State Zip
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: rghaby@sectransecurity.com
 Telephone: 562-577-1472
 Authorized person to sign contracts Rony Ghaby Director of Operations
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) base years and three (3) 1-year options, exercisable at MTS's sole discretion, for a total of eight (8) years. Base period shall be effective July 1, 2023 through June 30, 2028 and option years shall be effective July 1, 2028 through June 30, 2031, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$429,246.00 for the base years and \$264,042.00 for the option years, for a contract total not to exceed \$693,288.00 without the express written consent of MTS.

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



ARMORED TRANSPORT

SDTC (both divisions: IAD & KMD)**BASE YEAR ONE (1)**

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. Per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 150.00	\$ 3,600.00	\$ 43,200.00
2	Processing charges for each additional transport	6		\$ 150.00	\$ -	\$ 900.00
3	Price per \$1,000 of currency processed		200	\$ 10.00	\$ 2,000.00	\$ 24,000.00
Total					\$ 5,600.00	\$ 68,100.00

BASE YEAR TWO (2)

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. Per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 158.00	\$ 3,792.00	\$ 45,504.00
2	Processing charges for each additional transport	6		\$ 158.00	\$ -	\$ 948.00
3	Price per \$1,000 of currency processed		200	\$ 10.50	\$ 2,100.00	\$ 25,200.00
Total					\$ 5,892.00	\$ 71,652.00

BASE YEAR THREE (3)

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. Per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 165.00	\$ 3,960.00	\$ 47,520.00
2	Processing charges for each additional transport	6		\$ 165.00	\$ -	\$ 990.00
3	Price per \$1,000 of currency processed		200	\$ 11.00	\$ 2,200.00	\$ 26,400.00
Total					\$ 6,160.00	\$ 74,910.00

BASE YEAR FOUR (4)

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. Per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 165.00	\$ 3,960.00	\$ 47,520.00
2	Processing charges for each additional transport	6	0	\$ 165.00	\$ -	\$ 990.00
3	Price per \$1,000 of currency processed		200	\$ 11.00	\$ 2,200.00	\$ 26,400.00
Total					\$ 6,160.00	\$ 74,910.00

BASE YEAR FIVE (5)

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. Per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 165.00	\$ 3,960.00	\$ 47,520.00
2	Processing charges for each additional transport	6	0.5	\$ 165.00	\$ 82.50	\$ 990.00
3	Price per \$1,000 of currency processed		200	\$ 11.00	\$ 2,200.00	\$ 26,400.00
Total					\$ 6,242.50	\$ 74,910.00

ARMORED TRANSPORT

SDTC (both divisions: IAD & KMD)**OPTION YEAR ONE (1)**

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 165.00	\$ 3,960.00	\$ 47,520.00
2	Processing charges for each additional transport	6	0.5	\$ 165.00	\$ 82.50	\$ 990.00
3	Price per \$1,000 of currency processed		200	\$ 11.00	\$ 2,200.00	\$ 26,400.00
Total					\$ 6,242.50	\$ 74,910.00

OPTION YEAR TWO (2)

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 165.00	\$ 3,960.00	\$ 47,520.00
2	Processing charges for each additional transport	6	0.5	\$ 165.00	\$ 82.50	\$ 990.00
3	Price per \$1,000 of currency processed		200	\$ 11.00	\$ 2,200.00	\$ 26,400.00
Total					\$ 6,242.50	\$ 74,910.00

OPTION YEAR THREE (3)

Item #	Description (both SDTC divisions: IAD & KMD)	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		24	\$ 165.00	\$ 3,960.00	\$ 47,520.00
2	Processing charges for each additional transport	6	0.5	\$ 165.00	\$ 82.50	\$ 990.00
3	Price per \$1,000 of currency processed		200	\$ 11.00	\$ 2,200.00	\$ 26,400.00
Total					\$ 6,242.50	\$ 74,910.00

GROUP A (SDTC) TOTALS - BASE PERIOD		
	BASE YEAR 1	\$ 68,100.00
	BASE YEAR 2	\$ 71,652.00
	BASE YEAR 3	\$ 74,910.00
	BASE YEAR 4	\$ 74,910.00
	BASE YEAR 5	\$ 74,910.00
TOTAL BASE PERIOD (YEARS 1-5)		\$ 364,482.00

GROUP A (SDTC) TOTALS - OPTION YEARS		
	OPTION YEAR 1	\$ 74,910.00
	OPTION YEAR 2	\$ 74,910.00
	OPTION YEAR 3	\$ 74,910.00
TOTAL OPTION YEARS (1-3)		\$ 224,730.00

TOTAL COST (BASE + OPTION YEARS)		\$ 589,212.00
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ARMORED TRANSPORT**SDTI****BASE YEAR ONE (1)**

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 25.00	\$ 550.00	\$ 6,600.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 550.00	\$ 6,600.00

BASE YEAR TWO (2)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 25.50	\$ 561.00	\$ 6,732.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 561.00	\$ 6,732.00

BASE YEAR THREE (3)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 26.00	\$ 572.00	\$ 6,864.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 572.00	\$ 6,864.00

BASE YEAR FOUR (4)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 26.00	\$ 572.00	\$ 6,864.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 572.00	\$ 6,864.00

BASE YEAR FIVE (5)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 26.00	\$ 572.00	\$ 6,864.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 572.00	\$ 6,864.00

ARMORED TRANSPORT**SDTI****OPTION YEAR ONE (1)**

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 26.00	\$ 572.00	\$ 6,864.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 572.00	\$ 6,864.00

OPTION YEAR TWO(2)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 26.00	\$ 572.00	\$ 6,864.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 572.00	\$ 6,864.00

OPTION YEAR THREE (3)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Transportation charges for coin and currency		22	\$ 26.00	\$ 572.00	\$ 6,864.00
2	Additional delivery charges of coin and/or currency to/from bank or other designated facility to SDTI	6		\$ -	\$ -	\$ -
Total					\$ 572.00	\$ 6,864.00

GROUP B (SDTI) TOTALS - BASE PERIOD

BASE YEAR 1	\$ 6,600.00
BASE YEAR 2	\$ 6,732.00
BASE YEAR 3	\$ 6,864.00
BASE YEAR 4	\$ 6,864.00
BASE YEAR 5	\$ 6,864.00
TOTAL BASE PERIOD (YEARS 1-5)	\$ 33,924.00

GROUP B (SDTI) TOTALS - OPTION YEARS

OPTION YEAR 1	\$ 6,864.00
OPTION YEAR 2	\$ 6,864.00
OPTION YEAR 3	\$ 6,864.00
TOTAL OPTION YEARS (1-3)	\$ 20,592.00

TOTAL COST (BASE + OPTION YEARS)**\$ 54,516.00**

ARMORED TRANSPORT
THE TRANSIT STORE

BASE YEAR ONE (1)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 25.00	\$ 500.00	\$ 6,000.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 500.00	\$ 6,000.00

BASE YEAR TWO (2)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 25.50	\$ 510.00	\$ 6,120.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 510.00	\$ 6,120.00

BASE YEAR THREE (3)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 26.00	\$ 520.00	\$ 6,240.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 520.00	\$ 6,240.00

BASE YEAR FOUR (4)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 26.00	\$ 520.00	\$ 6,240.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 520.00	\$ 6,240.00

BASE YEAR FIVE (5)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 26.00	\$ 520.00	\$ 6,240.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 520.00	\$ 6,240.00

ARMORED TRANSPORT

THE TRANSIT STORE

OPTION YEAR ONE (1)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 26.00	\$ 520.00	\$ 6,240.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 520.00	\$ 6,240.00

OPTION YEAR TWO (2)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 26.00	\$ 520.00	\$ 6,240.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 520.00	\$ 6,240.00

OPTION YEAR THREE (3)

Item #	Description	Avg. Srv. per Year	Avg. Srv. per Month	Unit Price	Cost of Monthly Service	Cost of Annual Service
1	Delivery charges of coin and/or currency from bank or other designated facility to TTS		4	\$ -	\$ -	\$ -
2	Transport charges for daily deposit		20	\$ 26.00	\$ 520.00	\$ 6,240.00
3	Additional delivery charges of coin and/or currency to/from bank	6		\$ -	\$ -	\$ -
Total					\$ 520.00	\$ 6,240.00

GROUP C (TRANSIT STORE) TOTALS - BASE PERIOD

BASE YEAR 1	\$ 6,000.00
BASE YEAR 2	\$ 6,120.00
BASE YEAR 3	\$ 6,240.00
BASE YEAR 4	\$ 6,240.00
BASE YEAR 5	\$ 6,240.00
TOTAL BASE PERIOD (YEARS 1-5)	\$ 30,840.00

GROUP C (TRANSIT STORE) TOTALS - OPTION YEARS

OPTION YEAR 1	\$ 6,240.00
OPTION YEAR 2	\$ 6,240.00
OPTION YEAR 3	\$ 6,240.00
TOTAL OPTION YEARS (1-3)	\$ 18,720.00

TOTAL COST (BASE + OPTION YEARS)

\$ 49,560.00



Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

2023 Transit and Intercity Rail Capital Program (TIRCP): Zero Emission Transit Enhancement 2.0 Project – Grant Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution No. 23-05 (Attachment A) authorizing the following:

- 1) Acceptance of the 2023 TIRCP Grant Award for the Zero Emission Transit Enhancement 2.0 Project, which includes the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division (KMD) Project;
- 2) Determination that both projects are exempt from environmental review under the California Environmental Quality Act ("CEQA"); and
- 3) Approval of the Orange Line Track Improvement Project and the Electrification of the KMD Project.

Budget Impact

The estimated budget for the Zero-Emission Transit Enhancement 2.0 Project (Project) is \$75,559,640. The TIRCP grant award covers \$60,447,712 and the remaining \$15,111,928 in project costs will be paid with Transportation Development Act (TDA) funds.

DISCUSSION:

The TIRCP provides Senate Bill 1 (Beall, 2017) and Cap and Trade funding for transformative capital improvements that will modernize California's intercity rail, bus, select vanpool, ferry and rail transit systems. The objectives of the program are to reduce greenhouse gas emissions, increase ridership, integrate rail services, and improve transit safety. The program's focus is on



priority populations and project areas are expected to contribute direct, meaningful, and assured benefits to disadvantaged communities, low-income communities, or low-income households.

There is \$300-\$900 million available statewide in Cycle 6, which covers the five-year period from fiscal year (FY) 2024 through FY 2028. No matching funds are required, but if included, matching funds will enhance the application.

Last year, TIRCP awarded MTS \$14,560,000 for the Orange Line Improvement project, which consisted of general track, signal and grade crossing improvements from 32nd & Commercial Station to Massachusetts Avenue and new Variable Messaging Signs (VMS) along the entire Orange Line corridor. MTS filed a Notice of Exemption under CEQA for the 2022 Orange Line Improvement project on October 21, 2022. The design contract for the 2022 Orange Line Improvement project was approved during the December 8, 2022 (AI 13) Board meeting to Pacific Railway Enterprises, Inc, and conceptual design is currently 30% completed.

In February 2023, MTS subsequently submitted the Zero-Emission Transit Enhancement 2.0 Project application for Cycle 6 of TIRCP. In April 2023, MTS received a notice of award that the Zero Emission Transit Enhancement 2.0 Project was one of the San Diego regional projects to be selected.

Zero Emission Transit Enhancement 2.0 Project Award

MTS's TIRCP award includes funding for two separate projects that will reduce greenhouse gas emissions and improve transit service. This includes a variety of capital investments designed to increase light rail ridership, improve safety, and replace aging infrastructure through state of good repair and performance. The award supports MTS's electric bus fleet conversion in transitioning to a zero-emission bus fleet by 2040 and achieving a cleaner, safer, more accessible and connected future.

The two projects are summarized below and described in more detail.

- Project 1: The Orange Line Track Improvement Project will span from the City of San Diego through the City of El Cajon. The project will allow MTS to complete the track improvements along the remainder of the Orange Line. The project consists of various Orange Line Track Improvements from Massachusetts Avenue to El Cajon Transit Center, resulting in (a) enhancing operational flexibility and reliability (b) enhancing safety, and (c) continuing MTS's efforts to maintain its State of Good Repair. Improvements include Signaling System upgrades and Track Replacements between Massachusetts Avenue and El Cajon Transit Center. Additionally, the trackwork, signaling and OCS for two (2) new Interlocking Crossovers will be placed between Massachusetts and Lemon Grove Station and Severin Drive and Grossmont Summit, providing operational flexibility and improved system recovery time.
- Project 2: The Electrification of the KMD - Phase 1 Project will be located at 4630 Ruffner Street, San Diego. The project will provide overhead electrical chargers for the first 30 Battery Electric Buses (BEB) at this MTS-owned and operated facility to support our transition to a zero-emission fleet by 2040. The project will involve installation of new 12kV electrical service including all transformers, switchgear, and distribution; gantry style overhead charging structure, equipment, and chargers to allow charging up to 30 buses; backup CNG generator and battery storage to provide redundancy for bus charging; and

all necessary civil improvements, trenching, and concrete paving. All work will be implemented within the existing development footprint of the KMD.

Compliance with California Environmental Quality Act

Each of the two projects described above are statutorily and categorically exempt from CEQA review.

The Orange Line Track Improvement Project is statutorily exempt from environmental review under Public Resource Code section 21080, subdivision (b) (10) and State CEQA Guidelines section 15275, subdivision (a) as it would increase passenger or commuter services on rail lines already in use, including the modernization of existing stations and parking facilities. The project is categorically exempt under State CEQA Guidelines section 15301 (Class 1) as a transit improvement project consisting of the operation, repair, maintenance or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use; State CEQA Guidelines section 15302 (Class 2) as the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and State CEQA Guidelines section 15303 (Class 3) because it consists of the construction and location of limited numbers of new, small facilities or structures.

The Electrification of the Kearny Mesa Division - Phase 1 Project is statutorily exempt from environmental review under Public Resources Code section 21080.25, subdivisions (b)(5) (construction or rehabilitation of existing operations facilities for zero-emission buses in an urbanized area) and (b)(7) (maintenance, repair, relocation replacement, or removal of any utility infrastructure associated with this type of project). The project is further statutorily exempt from environmental review under Public Resource Code section 21080, subdivision (b)(10) and State CEQA Guidelines section 15275, subdivision (a) as it would increase passenger or commuter services on rail lines already in use, including the modernization of existing stations and parking facilities. The project is categorically exempt under State CEQA Guidelines section 15301 (Class 1) as a transit improvement project consisting of the operation, repair, maintenance or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use and State CEQA Guidelines section 15303 (Class 3) because it consists of the construction and location of limited numbers of new, small facilities or structures.

In compliance with the statutory exemption in Public Resources Code section 21080.25, subdivision (c), the Electrification of the Kearny Mesa Division - Phase 1 Project would be carried out by MTS as the lead agency under CEQA for the projects, located in an urbanized area, and located on or within an existing public right-of-way; would not add physical infrastructure that increases new automobile capacity on existing rights-of-way except for minor modifications needed for the efficient and safe movement of transit vehicles; would not require the demolition of affordable housing units; and would not exceed fifty million dollars (the estimated cost of the project is \$15,165,000) With a construction cost exceeding \$1,000,000, the project will be constructed by a skilled and trained workforce or, alternatively, under a project labor agreement as set forth in section 21080.25, subdivision (f).

Next Steps

Upon Board resolution, staff will file a Notice of Exemption for the two projects as described above with the San Diego County Clerk and the Office of Planning and Research.

Therefore staff recommends the Board of Directors approve Resolution No. 23-05 authorizing the following:

- 1) Acceptance of the 2023 TIRCP Grant Award for the Zero Emission Transit Enhancement 2.0 Project, which includes the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division (KMD) Project;
- 2) Determination that both projects are exempt from environmental review under the California Environmental Quality Act ("CEQA"); and
- 3) Approval of the Orange Line Track Improvement Project and the Electrification of the KMD Project.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 23-05

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 23-05

Resolution Authorizing the Acceptance of the 2023 Transit Intercity Rail Capital Program Grant Award for the Zero Emission Transit Enhancement 2.0 Project, which includes the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division Project; determining that each of the projects is exempt from environmental review under the California Environmental Quality Act, and approving each of the Projects

WHEREAS, the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive state funding from Transit and Intercity Rail Capital Program (TIRCP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the California Department of Transportation as the administrative agency for the TIRCP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing TIRCP funds to eligible project sponsors (local agencies); and

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments thereto to the Sharon Cooney, Chief Executive Officer (CEO), and designated representatives; and

WHEREAS, MTS accepts the award from TIRCP \$60,447,712 million for the Zero Emission Transit Enhancement 2.0 Project, which includes two separate and distinct transit related projects consisting of the Orange Line Track Improvement Project \$48,315,712 and the Electrification of the Kearny Mesa Division Project \$12,132,000; and

WHEREAS, MTS provides the local matching funds of \$15,111,928 million in California Transportation Development Act funding to fully fund the total budget of \$75,559,640 million; and

WHEREAS, MTS, as lead agency under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* ("CEQA") and accompanying regulations in Title 14 of the California Code of Regulations, section 15000 *et seq.* ("State CEQA Guidelines"), has determined that the District's approval of each of the projects in the Zero Emission Transit Enhancement 2.0 Project are statutorily and categorically exempt from environmental review; and

WHEREAS, MTS has considered all comments received at the public meeting on June 15, 2023, prior to adoption of this Resolution.

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the MTS Board of Directors (Board) that MTS agrees to comply with all conditions and requirement, and applicable statutes, regulations, and guidelines for all TIRCP funded transit projects.

BE IT FURTHER RESOLVED by the Board that the CEO, or designated representative, be authorized to execute all required documents of the TIRCP program and any Amendments thereto with the California Department of Transportation.

BE IT FURTHER RESOLVED by the Board that MTS be authorized to accept the award and use \$60,447,712 million in FY 2023 TIRCP funds for the Zero Emission Transit Enhancement 2.0 Project.

BE IT FURTHER RESOLVED that the Board finds the Orange Line Track Improvement Project statutorily exempt from environmental review under Public Resources Code section 21080, subdivision (b)(10) and State CEQA Guidelines section 15275, subdivision (a) (specified mass transit projects). The project is categorically exempt from environmental review under State CEQA Guidelines sections 15301, Class 1 (existing facilities), 15302, Class 2 (replacement or reconstruction), and 15303, Class 3 (new construction or conversion of small structures).

BE IT FURTHER RESOLVED that the Electrification of the Kearny Mesa Division, Phase 1, Project is statutorily exempt from environmental review under Public Resources Code section 21080.25, subdivisions (b)(5) (construction or rehabilitation of existing operations facilities for zero-emission buses in an urbanized area) and (b)(7) (maintenance, repair, relocation replacement, or removal of any utility infrastructure associated with this type of projects). The project is further statutorily exempt from environmental review under Public Resource Code section 21080, subdivision (b)(10) and State CEQA Guidelines section 15275, subdivision (a) as it would increase passenger or commuter services on rail lines already in use, including the modernization of existing stations and parking facilities. The project is categorically exempt under State CEQA Guidelines section 15301 (Class 1) as a transit improvement project consisting of the operation, repair, maintenance or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use and State CEQA Guidelines section 15303 (Class 3) because it consists of the construction and location of limited numbers of new, small facilities or structures.

BE IT FURTHER RESOLVED by the Board that, in compliance with the statutory exemption in Public Resources Code section 21080.25, subdivision (f), the Electrification of the Kearny Mesa Division, Phase 1, Project would be carried out by MTS as the lead agency under CEQA for the projects, located in an urbanized area, and located on or within an existing public right-of-way; would not add physical infrastructure that increases new automobile capacity on existing rights-of-way except for minor modifications needed for the efficient and safe movement of transit vehicles; would not require the demolition of affordable housing units; and would not exceed fifty million dollars (the estimated cost of the project is \$15,165,000). With a construction cost exceeding \$1,000,000, the project will be constructed by a skilled and trained workforce or, alternatively, under a project labor agreement as set forth in section 21080.25, subdivision (f).

BE IT FURTHER RESOLVED by the Board that for each of the projects described above, none of exceptions to the categorical exemptions in State CEQA Guidelines section 15300.2 applies. More specifically, the projects are not located in a particularly sensitive environment as the project impact areas are located within disturbed areas of the site. The cumulative impact of successive projects of the same types in the same place over time would not be significant because each of the projects is limited in size, scope, and distance from one another and there are no reasonably foreseeable projects that would result in cumulative impacts with the projects. Additionally, the projects do not involve any unusual circumstances but rather involve improvements and structures comparable to existing improvements at the project sites. Accordingly, there is no reasonable possibility that the projects would have a significant effect on the environment due to unusual circumstances. Further, the

projects are not located within a scenic highway and would not result in damage to any scenic resources; are not located on a site designated pursuant to Government Code 65962.5 (hazardous waste site); and the projects do not involve any improvements, modifications, or other changes to an historical resource.

BE IT FURTHER RESOLVED that the determination that two projects described above are exempt from CEQA reflects the Board's independent judgement and analysis.

BE IT FURTHER RESOLVED that the Board authorizes and directs staff to prepare, execute and file with the County Clerk and the Office of Planning and Research separate Notices of Exemption for the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division Project.

BE IT FURTHER RESOLVED that the documents and materials associated with the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division Project that constitute each record of proceeding on which these findings are based are located at 1255 Imperial Avenue, San Diego, California 92101. The Clerk of the Board is the custodian of the record of proceedings.

BE IT FURTHER RESOLVED that the Board approves the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division Project.

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PASSED AND ADOPTED by the Board of Directors this 15th day of June, by the following
vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

Resolution 23-05



Metropolitan Transit System

STANDARD AGREEMENT FOR

MTS DOC. NO. G2740.0-23

MICROSOFT VOLUME LICENSE AGREEMENT (VLA)

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: Softchoice Corporation Address: 314 W Superior St, Ste 400
Chicago, IL 60654
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor,
 etc.) Email: maureen.copeland@softchoice.com
 Telephone: (619) 255-9300

Authorized person to sign
contracts

Maureen Copeland
Name

Account Executive
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), The County of Riverside signed Microsoft Agreement 8084445, as amended (attached as Exhibit C) Microsoft Enterprise Enrollment (attached as Exhibit D), in accordance with the Standard Agreement, including Standard Conditions (Exhibit E), and Forms (Exhibit F).

If there are inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of this contract:

1. The terms and conditions of the Microsoft Agreement 8084445, the Microsoft Enterprise Enrollment, and the Microsoft Enterprise Signature form.
2. Standard Agreement, including the Standard Conditions.

The contract term is for up to three (3) years effective July 1, 2023 through June 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,190,453.58 without the express written consent of MTS.



SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SOFTCHOICE CORPORATION
<p>By: _____ Sharon Cooney, Chief Executive Officer</p> <p>Approved as to form:</p> <p>By: _____ Karen Landers, General Counsel</p>	<p>By _____</p> <p>Title: _____</p>



Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Microsoft Volume License Agreement (VLA) – 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. G2740.0-23 (in substantially the same format as Attachment A) with Softchoice Corporation (Softchoice), in the amount of \$1,190,453.58 for the provision of Microsoft software subscription licensing, estimated Azure overages and as-needed licensing for three (3) years.

Budget Impact

The total cost of this contract is estimated to be \$1,190,453.58. This project will be funded by the Information Technology (IT) Operations Budget 661010-571250.

Description	Amount
Microsoft Subscription Licensing - Year 1	\$309,367.86
Microsoft Subscription Licensing - Year 2	\$309,367.86
Microsoft Subscription Licensing - Year 3	\$309,367.86
Subtotal	\$928,103.58
Estimated Microsoft Azure Usage (Overages) - Year 1	\$27,450.00
Estimated Microsoft Azure Usage (Overages) - Year 2	\$27,450.00
Estimated Microsoft Azure Usage (Overages) - Year 3	\$27,450.00
Subtotal	\$82,350.00



Estimated Additional Software Licensing As-Needed - Year 1	\$60,000.00
Estimated Additional Software Licensing As-Needed - Year 2	\$60,000.00
Estimated Additional Software Licensing As-Needed - Year 3	\$60,000.00
Subtotal	\$180,000.00
Total:	\$1,190,453.58

DISCUSSION:

MTS currently utilizes Microsoft VLA to manage all Microsoft software used throughout MTS for desktop, server, and database implementations. This software includes desktop/server operating systems (Windows), E-mail, database Structured Query Language (SQL), Microsoft Office products, Azure for cloud backups and more (\$928,103.58). The basis of this agreement is to allow MTS to expand software application deployments to meet MTS demand and provide the mechanism to pay for the Azure cloud storage cost overages (\$82,350.00) and as-needed additional licensing annually (\$180,000.00).

Microsoft Azure is the cloud storage offered under the Microsoft VLA. MTS uses Azure cloud storage as Commvault's offsite repository for backing up agency data and critical systems with extended retention periods as part of our disaster recovery plan. Azure storage costs are based on usage and a monetary commitment has been calculated based on historic usage. Any monetary commitment for the Azure prepayment that is not applied will be forfeited so an amount has been calculated that is slightly lower than forecasted and an estimated budget for overages has been included to cover any amounts over the monetary commitment.

On August 27, 2019, the County of Riverside (County) issued a Request for Quotes (RFQ) for Microsoft Enterprise Agreement Licensing Solution Providers (LSPs). The County procurement was a formal competitive bid process and developed explicitly for the use of California public/governmental agencies to reap the best pricing benefit based on the total volumes of Microsoft software licenses for the numerous agencies that are party to the County of Riverside Microsoft Agreement #8084445. The RFQ was viewed by forty-seven (47) companies, and the County received bids from ten Microsoft LSPs. All ten bidders were qualified to provide the licenses on an as-needed basis and pricing for the required license would be requested from the list of qualified providers and awarded to the lowest responsive bidder.

On April 19, 2023, MTS issued an Invitation for Bid (IFB) requesting pricing for a three (3) year period for an estimated quantity of several different Microsoft licenses from the ten LSPs that were qualified by the County to provide pricing for Microsoft Enterprise Agreement Licensing. By the bid due date of May 10, 2023, MTS received quotes from four LSPs: Dell Technologies, SHI International, Softchoice Corporation and Zones LLC. After the bid evaluation, Softchoice Corporation, was found to be the lowest, responsive bidder; based on a comparison of all bids.

After the bid due date, it came to the attention of MTS staff that due to a miscommunication with Microsoft the new server licenses included in this solicitation, SQL Server Standard Core ALng LSA 2L (Quantity 21) and Win Server Standard Core ALng LSA 2L (Quantity 1300), should have been included in the true-up provision of the current Microsoft licensing contract MTS Doc. No. G2378.0-20. Therefore, an amendment will be made to the current agreement with Crayon

Software Experts, LLC (MTS Doc. No. G2378.0-20) and those licenses will then be converted to maintenance licenses on this new contract with Softchoice.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2740.0-23 (in substantially the same format as Attachment A) with Softchoice, in the amount of \$1,190,453.58 for the provision of Microsoft software subscription licensing, estimated Azure overages and as-needed licensing for three (3) 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. G2740.0-23
B. Scope of Work
C. Bid Form

4. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

4.1. INTRODUCTION

MTS has been using various Microsoft Enterprise licensing and Software assurance as an Information Technology (IT) instrument to accomplish and manage different organizational and operational need continuously.

MTS intends to avail and renew subscription of various Microsoft Platform Licenses and Software Assurance.

4.2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

MTS is soliciting bids from qualified and authorized firms/resellers for the purchase of Microsoft Enterprise Licensing with software assurance entitlements to new versions of Microsoft Application software.

The selected firm shall provide MTS with three (3) years of continuous coverage for Microsoft Enterprise Licensing and Software Assurance upgrade and services. The three (3) year period shall be effective from July 1, 2023 through June 30, 2026.

Microsoft enterprise licensing and software assurance will be focused, but not limited to the following listed Microsoft license and software assurance below;

- Azure prepayment
- Exchange Server Ent ALng SA
- M365 E3 Unified FSA Sub Per User
- M365 F3 FUSL Sub Per User
- Power BI Premium USL Sub Per User
- Power BI Pro Sub Per User
- Project Professional ALng SA 1 Server CAL
- SQL Server Enterprise Core ALng SA 2L
- SQL Server Standard Core ALng LSA 2L
- SQL Server Standard Core ALng SA 2L
- Visio Professional ALng SA
- Visual Studio Ent MSDN w/Github ALng SA
- Win Server DC Core ALng SA 2L
- Win Server Standard Core ALng LSA 2L
- Win Server Standard Core ALng SA 2L
- Azure DevOps Server ALng LSA
- Azure DevOps Server CAL ALng LSA User CAL

4.3. GENERAL REQUIREMENTS

The vendor shall be a certified reseller of Microsoft Enterprise License and Software Assurance Subscription services or products and be in good standing as a Licensing Solution Providers (LSP) of Microsoft products.

4.4. PRICING

The prices provided in the bidder's table shall remain constant for the duration of the contract and shall be inclusive of all costs. There shall be no price adjustments during the term of the contract. Bids submitted shall be based on the valid County of Riverside, CA and Microsoft Corporation Enterprise Agreement.

A copy of the bidder's License Solution Provider (LSP) or Participating Agreement to Riverside County Master Agreement should be included and referenced in the Bid Form submission.

4.5. 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.



MICROSOFT VOLUME LICENSE AGREEMENT (VLA) - BID FORM rev 4/25/2023

MTS Doc. No. G2740.0-23

Bidder Name: Softchoice

License Solution Provider (LSP) or Participating Agreement (PA) Reference No.: SCA-19-70-0009L

*Please specify the reference number of the Cooperative Purchasing Agreement used as the basis of your bid.

Part Number	Item Description	Quantity	Unit of Measure	Unit Price	Extended Price
Year 1 (7/1/2023-6/30/2024)					
6QK-00001	Azure prepayment	30	Each	\$ 1,200.00	\$ 36,000.00
395-02504	Exchange Server Ent ALng SA	1	Each	\$ 711.72	\$ 711.72
AAD-33200	M365 E3 Unified FSA Sub Per User	360	Each	\$ 319.12	\$ 114,883.20
JFX-00003	M365 F3 FUSL Sub Per User	455	Each	\$ 81.06	\$ 36,882.30
68B-00008	Power BI Premium USL Sub Per User	8	Each	\$ 177.55	\$ 1,420.40
NK4-00002	Power BI Pro Sub Per User	90	Each	\$ 88.65	\$ 7,978.50
H30-00238	Project Professional ALng SA 1 Server CAL	25	Each	\$ 205.67	\$ 5,141.75
7JQ-00343	SQL Server Enterprise Core ALng SA 2L	8	Each	\$ 2,442.24	\$ 19,537.92
7NQ-00302	SQL Server Standard Core ALng LSA 2L	24	Each	\$ 1,486.16	\$ 31,209.36
7NQ-00292	SQL Server Standard Core ALng SA 2L	61	Each	\$ 636.96	\$ 38,854.56
D87-01159	Visio Professional ALng SA	42	Each	\$ 107.41	\$ 4,511.22
QEJ-00003	Visual Studio Ent MSDN w/Github ALng SA	1	Each	\$ 1,047.35	\$ 1,047.35
9EA-00278	Win Server DC Core ALng SA 2L	52	Each	\$ 122.95	\$ 6,393.40
9EM-00562	Win Server Standard Core ALng LSA 2L	1300	Each	\$ 45.16	\$ 58,708.00
9EM-00270	Win Server Standard Core ALng SA 2L	1836	Each	\$ 19.08	\$ 35,030.88
125-00110	Azure DevOps Server ALng LSA	1	Each	\$ 144.31	\$ 144.31
126-00169	Azure DevOps Server CAL ALng LSA User CAL	5	Each	\$ 166.07	\$ 830.35
Year 1 Total					\$ 309,367.86
Year 2 (7/1/2024-6/30/2025)					
6QK-00001	Azure prepayment	30	Each	\$ 1,200.00	\$ 36,000.00
395-02504	Exchange Server Ent ALng SA	1	Each	\$ 711.72	\$ 711.72
AAD-33200	M365 E3 Unified FSA Sub Per User	360	Each	\$ 319.12	\$ 114,883.20
JFX-00003	M365 F3 FUSL Sub Per User	455	Each	\$ 81.06	\$ 36,882.30
68B-00008	Power BI Premium USL Sub Per User	8	Each	\$ 177.55	\$ 1,420.40
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7NQ-00302	SQL Server Standard Core ALng LSA 2L	24	Each	\$ 1,486.16	\$ 31,209.36
7NQ-00292	SQL Server Standard Core ALng SA 2L	61	Each	\$ 636.96	\$ 38,854.56
D87-01159	Visio Professional ALng SA	42	Each	\$ 107.41	\$ 4,511.22
QEJ-00003	Visual Studio Ent MSDN w/Github ALng SA	1	Each	\$ 1,047.35	\$ 1,047.35
9EA-00278	Win Server DC Core ALng SA 2L	52	Each	\$ 122.95	\$ 6,393.40
9EM-00562	Win Server Standard Core ALng LSA 2L	1300	Each	\$ 45.16	\$ 58,708.00
9EM-00270	Win Server Standard Core ALng SA 2L	1836	Each	\$ 19.08	\$ 35,030.88
125-00110	Azure DevOps Server ALng LSA	1	Each	\$ 144.31	\$ 144.31
126-00169	Azure DevOps Server CAL ALng LSA User CAL	5	Each	\$ 166.07	\$ 830.35
Year 2 Total					\$ 309,367.86

Year 3 (7/1/2025-6/30/2026)				Att.C, AI 16, 06/15/23	
6QK-00001	Azure prepayment	30	Each	\$ 1,200.00	\$ 36,000.00
395-02504	Exchange Server Ent ALng SA	1	Each	\$ 711.72	\$ 711.72
AAD-33200	M365 E3 Unified FSA Sub Per User	360	Each	\$ 319.12	\$ 114,883.20
JFX-00003	M365 F3 FUSL Sub Per User	455	Each	\$ 81.06	\$ 36,882.30
68B-00008	Power BI Premium USL Sub Per User	8	Each	\$ 177.55	\$ 1,420.40
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7JQ-00343	SQL Server Enterprise Core ALng SA 2L	8	Each	\$ 2,442.24	\$ 19,537.92
7NQ-00302	SQL Server Standard Core ALng LSA 2L	24	Each	\$ 1,486.16	\$ 31,209.36
7NQ-00292	SQL Server Standard Core ALng SA 2L	61	Each	\$ 636.96	\$ 38,854.56
D87-01159	Visio Professional ALng SA	42	Each	\$ 107.41	\$ 4,511.22
QEJ-00003	Visual Studio Ent MSDN w/Github ALng SA	1	Each	\$ 1,047.35	\$ 1,047.35
9EA-00278	Win Server DC Core ALng SA 2L	52	Each	\$ 122.95	\$ 6,393.40
9EM-00562	Win Server Standard Core ALng LSA 2L	1300	Each	\$ 45.16	\$ 58,708.00
9EM-00270	Win Server Standard Core ALng SA 2L	1836	Each	\$ 19.08	\$ 35,030.88
125-00110	Azure DevOps Server ALng LSA	1	Each	\$ 144.31	\$ 144.31
126-00169	Azure DevOps Server CAL ALng LSA User CAL	5	Each	\$ 166.07	\$ 830.35
Year 3 Total				\$	309,367.86
(BASIS OF AWARD) GRAND TOTAL (All Inclusive of all charges):				\$	928,103.58

BIDDER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

**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.*



Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Salary Survey Consulting 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. G2730.0-23 (in substantially the same format as Attachment A), with The Segal Company (Western States), Inc. (Segal), for Salary Survey Services for a six (6) base year period in the amount of \$518,028.45.

Budget Impact

The total cost of this contract is estimated to be \$518,028.45 and will be funded through the Human Resources Operating Budget 711010-571140.

DISCUSSION:

To ensure that MTS maintains the ability to attract and retain well-qualified employees, MTS must offer a competitive total compensation package (salary and benefits). Salary is the largest element of each employees' total compensation. During the annual budgeting process, the MTS Board of Directors establishes salary ranges for each position. The salary ranges establish minimum and maximum amounts an employee in each position can be paid.

As the labor market changes, duties change, and new positions are added, it is necessary to update the salary range structure. MTS has historically retained independent and objective external consultants to conduct salary surveys and provide recommended changes to the grade and range structure. The most-recent salary survey was conducted in 2018, and staff is recommending that another survey be conducted as soon as feasible, and the results presented to the Board of Directors.

On March 15, 2023, MTS issued a Request for Proposal (RFP) for Salary Survey Services on PlanetBids. MTS received a single proposal on the proposal due date of April 19, 2023 from the following:



Proposer	Disadvantage Business Enterprise (DBE) Certification
Segal	N/A

To ascertain that the solicitation was not restrictive, MTS conducted a post-proposal survey with prospective proposers requesting their reason(s) for not proposing, MTS received zero (0) responses. Therefore, MTS determined that neither the RFP nor MTS's procurement processes played a role in their decision not to participate, and staff proceeded as a competitive solicitation.

Segal's proposal was deemed responsive and responsible and was evaluated by a committee comprised of representatives from the MTS Human Resources and Finance Departments. The proposal was evaluated on the following:

1. Qualifications of the Firm or Individual	15%
2. Staffing, Organization, and Management Plan	15%
3. Work Plan	30%
4. Cost and Price	40%
	<u>100%</u>

The following table illustrates the initial total score of Segal:

PROPOSER	ICE	TOTAL COST	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100
Segal	\$126,176.65	\$456,555.00	51.00	14.67	65.67

As a result of the initial review, MTS invited Segal to participate in the interview process on June 5, 2023. Subsequent to the interview, the evaluation committee rescored Segal's proposal as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE (TOTAL POINTS POSSIBLE: 100)
Segal	52.00	14.67	66.67

Based on the initial scores and information gained during the interview, MTS requested Segal submit a revised proposal for the original scope requirements and additional clarification and cost on an alternative survey option proposed by Segal. MTS was interested in also costing completing two (2) more-in-depth surveys, one in 2023 and one in 2028 rather than the three (3) smaller surveys every two (2) years as originally requested in the RFP. Each survey would include all elements from the original RFP (e.g., meeting with staff, presenting draft findings to HR staff, present findings to the MTS Board of Directors, recommendation on revised grade/range structure). Under this option, MTS would increase the number of benchmark positions in each survey to eighty (80) (approximately 35 custom-survey transit jobs and 45 from available survey data. Segal did not provide a revised proposal for the original scope of work

and therefore the evaluation committee did not re-score it. However, Segal did provide additional clarification and costs for option 2 and the evaluation committee rescored Segal's proposal as follows:

PROPOSER	TOTAL COST OPTION 2	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE (TOTAL POINTS POSSIBLE: 100)
Segal	\$518,028.45	52.00	26.67	78.67

Based on the objectives of this procurement, consideration of the evaluation criteria and Segal's technical and cost proposal, the evaluation committee determined Segal presented the best overall value to MTS. MTS accepted to move forward with Segal's Option 2 of completing two (2) surveys, one in 2023 and one in 2028 rather than the three (3) surveys every two (2) years as originally requested in the RFP.

Staff based the Independent Cost Estimate (ICE) on the costs of MTS's 2015 agreement for similar services with the Howard E. Nyhart company which no longer performs these services. Inflation in the cost of consulting services is a substantial factor in the cost of the proposed agreement exceeding the ICE.

Segal is a national benefits and compensation consulting firm that has provided similar services to transit districts and government agencies in 42 states. Segal's proposal included a "representative example" list of 47 clients, many of which are California public transportation agencies. Before recommending that the MTS Board authorize this agreement, staff contacted current client references, and reviewed Segal's most-recent contracts with the Denver Regional Transportation District and the Los Angeles County Superior Courts. Costs in the Denver Regional Transportation District and the Los Angeles County Superior Courts contracts are in line with the proposed agreement with MTS.

Protest Period:

Staff's usual practice is to issue a Notice of Intent to Award, and bring the item to the Board for approval only after the full 15-day protest period has elapsed. However, in this case, Staff believes there are extenuating circumstances that warrant a deviation from the standard process.

Staff believes it is unlikely the proposed contract will be protested because there is only one bidder, and Procurement Department Staff reached out to other potential bidders via a post proposal survey, and none replied. Further, there is a need for expediency in beginning this work because prevailing labor market conditions are exerting significant pressure on wages, making it challenging for Human Resources Department Staff to accurately assess market rate compensation for certain positions. There is a six-week gap between the June and July board meetings. Waiting until the July meeting to bring this item would introduce the risk of substantial delays because there is no meeting in August. For example, if in the July meeting, the Board directed follow up on this item, action would be delayed until September.

Therefore, staff asks that the Board provide contingent approval of this item with the understanding that if a protest is received, no action will be taken until Staff receives further direction from the Board.

Based on Segal's interview responses and the strength of their proposal, staff recommends that the MTS Board of Directors authorize the CEO to Execute MTS Doc. No. G2730.0-23 for a six (6) base year period in the amount of \$518,028.45.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement MTS Doc. G2730.0-23
B. Cost Proposal



Metropolitan Transit System

STANDARD AGREEMENT FOR MTS DOC. NO. G2730.0-23

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: Segal Address: 500 North Brand Boulevard, Suite 1400
Glendale CA 92103
City State Zip
Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email: tcx@segalco.com
Telephone: 216-466-2464

Authorized person to sign contracts Thomas L. Cox Vice 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), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit E).

The contract term is for up to six (6) years effective July 1, 2023 through June 30, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$518,028.45 without the express written consent of MTS.

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



Exhibit A

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

San Diego Metropolitan Transit System is a government agency comprised of three entities, San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI) and the San Diego Metropolitan Transit System (collectively referred to as MTS in this document). Each division is comprised of transit-specific positions and non-transit positions that are common across many industries. The previous salary survey that was conducted for MTS was completed in 2019, and since then, there have been changes in the market and at MTS. MTS is seeking an updated comparison of our salary ranges to similar positions in the closest comparable job market and recommendations of adjustments that are needed in order to meet best business practices.

The goal of this project is to obtain an expert analysis of benchmark positions at MTS and recommended grade structure for the purpose of presenting recommendations to MTS's Executive Board regarding salary structure. In order to ensure that MTS continues to have the ability to recruit and maintain employees with competitive compensation in the San Diego employment market, MTS is requesting that salary surveys be completed in calendar years 2023 and 2028. MTS anticipates surveying approximately 80 of its ~180 occupied management (nonunion) positions in each survey.

MTS anticipates a contract to be awarded in July of 2023 for a six (6) year base period. The first survey should be completed 50 days after project commencement. The subsequent survey will begin in December of 2027 and be targeted for completion on or before April 1, 2028.

1.2. PROJECT REQUIREMENTS

- 1) Project "Kick-off" meeting to gather detailed information regarding positions and meet with the MTS Human Resources Team to review compensation strategy at MTS Headquarters (1255 Imperial Ave., Ste. 1000, San Diego, CA 92101).
 - a. Conduct bi-weekly update meetings with the MTS Project Team.
- 2) Draft Proposal Review with the MTS Project Team and discuss any MTS feedback and suggested adjustments.
- 3) Visual (PowerPoint) and oral presentation to the MTS Human Resources Team to obtain feedback and suggestions in anticipation of a presentation to the MTS Board of Directors.
 - a. If necessary, a follow-up meeting will take place with the MTS Project Team.
- 4) Visual (PowerPoint) and oral presentation to the MTS Board of Directors.
 - a. Please note, a laptop and overhead projector will be provided by MTS. Unless current COVID-19 restrictions prevent it, this meeting must be in person.

Proposers should indicate their preferred meeting structure in their work plan and indicate which meetings they envision conducting remotely and which meetings they envision being in person.

1.3. PROJECT DELIVERABLES

- 1) Identify appropriate benchmark positions from the approximately 82 transit-specific and 100 non-transit positions. (~35 Transit and ~45 non-transit)
- 2) Provide descriptions of comparable positions, market place(s) and indication of how current the information is that was utilized to make the recommendation.
 - a. If existing survey data will be used, please describe the source(s) in your proposal.
- 3) Provide a report that includes a summary of all findings, executive summary and recommendations.
 - a. Report elements (minimum requirements)
 - i. Five (5) printed and one (1) electronic copy in PDF format of each draft review of compensation strategy.
 - ii. Analysis of all benchmark positions including recommended grade.
 - iii. Proposed salary grade structure.
 - iv. Recommended for implementing any adjustments.
 - v. Review of Human Resources staff's recommendations regarding placement of jobs not benchmarked in current survey within new grade structure.

1.4. AD-HOC MARKET AND SALARY ANALYSIS

During the term of this contract MTS may engage the successful consultant to perform salary or labor market analysis that is not within the scope of the surveys described above. Examples of ad-hoc work include:

- 1) Analysis of inflation
- 2) Detailed salary analysis of specific job families or MTS departments
- 3) Analysis of total compensation including DB/DC retirement value and the value of ancillary benefits

To initiate an ad-hoc project, the Project Manager (Director of Human Resources) or designee will send the consultant's project manager a written description of the scope of the requested project. The consultant will respond with a proposed timeline for completion, detailed cost breakdown including not-to-exceed total cost, and any suggested refinements in the scope. If the project manager accepts the consultant's proposal (in writing), the consultant will begin work and complete the project within the agreed timeline.

Proposal Elements:

- 1) Relevant experience conducting similar analysis and surveys for public agencies.
- 2) Description of project team, including resumes or summary of relevant experience.

- 3) Representative list of current or past public agency clients where similar work has been conducted.
- 4) Description of proposed work plan that includes a project timeline and medium for meetings. MTS prefers that all meetings, besides bi-weekly updates, be in person; however, MTS does have video and teleconferencing capabilities.
- 5) Description of data sources. We anticipate proposers will use a custom survey for transit-specific jobs, and multiple existing sources (e.g., Payfactors, ERG) for non-transit jobs.
- 6) Summary of costs, including hourly rates, estimated time to complete major project elements and total capped cost for the project.
- 7) Hourly costs for out-of-scope work.
 - a. Additional teleconference, video conference or on-site meetings.
 - b. Additional consulting after project completion.
- 8) Proposed list of the Agencies that will be surveyed.
- 9) Description of data source for non-transportation industry positions, and relevant date and market information (e.g. how current the information is).

1.5. 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.

Segal		
	Estimated # of hours	Fixed Fee
Step 1 - Project Initiation 2023	57	\$ 20,000.00
Step 2 - Salary Market Assessment 2023	336	\$ 92,500.00
Step 3 Present Final Results - 2023	57	\$ 20,000.00
Recommendation Development		\$ 30,000.00
Subtotal for 2023		\$ 162,500.00
		\$ 132,500.00
Step 1 - Project Initiation 2028	57	\$ 24,000.00
Step 2 - Salary Market Assessment 2028	336	\$ 115,977.00
Step 3 Present Final Results - 2028	57	\$ 24,000.00
Recommendation Development		\$ 35,000.00
Subtotal for 2028		\$ 198,977.00
As-Needed Ad-Hoc Consulting Services		\$ 156,551.45
Total Contract Amount		\$ 518,028.45



Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Master Concessionaire Services – Contract Award

RECOMMENDATION:

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

- 1) Execute MTS No. G2653.0-23 (in substantially the same format as Attachment A), with BriceHouse Station LLC (BriceHouse), for Master Concessionaire Services for a six (6) year base period and two (2) 3-year options for a total of twelve (12) years; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

This is a revenue-generating contract. MTS's revenue is based on a percentage split of the monthly/lease rate, advertising, and vending services as shown below:

Service	MTS revenue share	BriceHouse revenue share
Vending Services	35%	65%
Vending Advertising	55%-60%	40%-45%
Trolley Station Ad Panels	55%-60%	40%-45%
Large Format Advertising (i.e. Gaslamp Trolley Station, Pole Banners, Fence Banners, Wall Large Format)	55%-60%	40%-45%
Concessionaire Services	62%	38%

Staff estimates the revenue for the twelve (12) years to be \$15,468,783.12. Revenue estimates could be higher based on new advertising assets developed and implemented by BriceHouse and MTS.



Executive Committee Recommendation

At its June 8, 2023 meeting, the Executive Committee voted 4 to 0 (Board Members: Whitburn, Elo-Rivera, Hall, and Goble in favor) and Board Members: Vargas, Bush and Moreno absent, to recommend that the Board of Directors approve the staff recommendation.

DISCUSSION:

The Master Concessionaire provides oversight, professional concession, and advertising services for MTS at Trolley and Transit Stations as well as Gaslamp Square Park. The Master Concessionaire program first began in 2010, when MTS entered an agreement with The Kobey Corporation to provide oversight and management of agreements for concession sales, advertising, and special event activations at MTS's transit centers and Trolley stations. Kobey Corporation transferred its interest in the Master Concessionaire contract to BriceHouse in 2012.

The three main roles of the Master Concessionaire are:

1. **Concession services** - Concession services range from the creation, management and maintenance of standalone 3,000 square foot buildings, to semi-permanent 100 square foot booths, and 70 square foot temporary pop-up tent sites.
2. **Advertising services** - Advertising services currently include soliciting, printing and installing advertising on select MTS properties. This includes multi-face kiosks, pole banners, large format wall surfaces, and fence banners. In addition to managing these assets, the new Master Concessionaire is responsible for expanding advertising opportunities on Trolley and Transit Stations, and other properties to maximize non-fare revenue. The Master Concessionaire will develop a plan addressing the current advertising assets and developing ways MTS can create new revenue-generating assets.
3. **On-Property beverage sales** - On-property beverage sales services include vending machine placement, maintenance, repair and sales of non-alcoholic beverages and light snacks. These beverage sales locations help improve the customer experience where MTS does not have brick-and-mortar locations (i.e. A-Mart Stores at 12th & Imperial, Palomar, El Cajon, Old Town, and Lemon Grove Depot) that sell similar products.

The current Master Concessionaire agreement is set to expire on July 30, 2023.

On February 8, 2023, MTS issued a Request for Proposals (RFP) for a Master Concessionaire Services Contractor. Only one (1) proposal was received by the due date of March 17, 2023 from the following:

Proposer	Disadvantage Business Enterprise (DBE) Certification
BriceHouse Station LLC	N/A

MTS conducted two (2) post proposal surveys with prospective proposers requesting their reason(s) for not proposing, MTS received zero (0) responses. Therefore, MTS determined that 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. BriceHouse's proposal was deemed responsive and responsible and evaluated by a committee comprised of representatives from the MTS Marketing, Finance, Rail, and Real Estate Departments. The proposal was evaluated on the following:

Qualifications of the Firm or Individual	15%
Staffing, Organization, and Management Plan	15%
Proposed Methodology and Work Plan	30%
Cost/Compensation/Financial Benefit	<u>40%</u>
Total	100%

The following table illustrates the initial scores:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE (TOTAL POINTS POSSIBLE: 100)
BriceHouse	47.38	35.25	82.63

As a result of the initial review, MTS invited BriceHouse to participate in the interview process on April 26, 2023. Subsequent to the interview, the evaluation committee rescored BriceHouse's proposal as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE (TOTAL POINTS POSSIBLE: 100)
BriceHouse	49.25	35.25	84.50

Based on the initial scores and information gained during the interview, MTS requested BriceHouse submit a revised proposal. BriceHouse's revised proposal included the following:

- Transition proposal plan for vending services
- Proposal plan to include additional vending services on the Orange Line
- Key Performance Indicators (KPIs) for maintenance issues on all assets
- Proposed marketing budget to support local community programs
- Estimated date for the completion for the refresh/repair/replacement of the vending enclosures and existing advertising panels
- The possibility of MTS purchasing all assets from BriceHouse upon completion of the contract

After receiving and evaluating BriceHouse's revised proposal, the evaluation team did not rescore.

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

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

- 1) Execute MTS No. G2653.0-23, with BriceHouse Station LLC (BriceHouse), for Master Concessionaire Services for a six (6) year base period and two (2) 3-year options for a total of twelve (12) years; and
- 2) Exercise the option years at the CEO's discretion.

/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. G2653.0-23
B. Cost Form



Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. G2653.0-23

MASTER CONCESSIONAIRE 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: BriceHouse Station LLC Address: 2550 Fifth Avenue, Suite 600
San Diego, CA 92103
 Form of Business: LLC City State Zip
 (Corporation, Partnership, Sole Proprietor, etc.) Email: gbsaunders@bricehouse.com
 Telephone: _____
 Authorized person to sign contracts G. Bradford Saunders President/CEO
 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 six (6) base years and six (6) 1-year options, exercisable at MTS's sole discretion, for a total of twelve (12) years. Base period shall be effective July 1, 2023 through June 30, 2029 and option years shall be effective July 1, 2029 through June 30, 2035, if exercised by MTS.

The revenue for the base years is estimated to be \$7,033,407.10 and \$8,435,376.02 for option years, for a total of \$15,468,783.12.

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



	Vending Services		Vending Advertising	
Contract Year	Net MTS Revenue (Percentage)	Net MTS Revenue (Annual Estimated Amount \$)	Net MTS Revenue (Percentage)	Net MTS Revenue (Annual Estimated Amount \$)
Base Year One (1) (July 1, 2023 - June 30, 2024)	35.0%	\$ 36,066.07	55.0%	\$ 87,859.20
Base Year Two (2) (July 1, 2024 - June 30, 2025)	35.0%	\$ 36,066.07	55.0%	\$ 90,055.68
Base Year Three (3) (July 1, 2025 - June 30, 2026)	35.0%	\$ 39,560.86	55.0%	\$ 92,307.07
Base Year Four (4) (July 1, 2026 - June 30, 2027)	35.0%	\$ 39,560.86	60.0%	\$ 103,216.09
Base Year Five (5) (July 1, 2027 - June 30, 2028)	35.0%	\$ 39,560.86	60.0%	\$ 105,796.49
Base Year Six (6) (July 1, 2028 - June 30, 2029)	35.0%	\$ 43,516.94	60.0%	\$ 108,441.40
Base Year (Years 1-6) Subtotal		\$ 234,331.66		\$ 587,675.94
Option Year 1 (July 1, 2029 - June 30, 2030)	35.0%	\$ 43,516.94	60.0%	\$ 111,152.44
Option Year 2 (July 1, 2030 - June 30, 2031)	35.0%	\$ 43,516.94	60.0%	\$ 113,931.25
Option Year 3 (July 1, 2031 - June 30, 2032)	35.0%	\$ 43,516.94	60.0%	\$ 116,779.53
Option Year 4 (July 1, 2032 - June 30, 2033)	35.0%	\$ 43,516.94	60.0%	\$ 119,699.02
Option Year 5 (July 1, 2033 - June 30, 2034)	35.0%	\$ 43,516.94	60.0%	\$ 122,691.50
Option Year 6 (July 1, 2034 - June 30, 2035)	35.0%	\$ 43,516.94	60.0%	\$ 125,758.78
Option Years (1-6) Subtotal		\$ 261,101.67		\$ 710,012.52
GRAND TOTAL FOR 12 YEARS		\$ 495,433.33		\$ 1,297,688.46

	Trolley Station Ad Panels		Large Format Advertising	
Contract Year	Net MTS Revenue (Percentage)	Net MTS Revenue (Annual Estimated Amount \$)	Net MTS Revenue (Percentage)	Net MTS Revenue (Annual Estimated Amount \$)
Base Year One (1) (July 1, 2023 - June 30, 2024)	55.0%	\$ 409,233.00	55.0%	\$ 94,050.00
Base Year Two (2) (July 1, 2024 - June 30, 2025)	55.0%	\$ 419,463.83	55.0%	\$ 96,401.25
Base Year Three (3) (July 1, 2025 - June 30, 2026)	55.0%	\$ 429,950.42	55.0%	\$ 98,811.28
Base Year Four (4) (July 1, 2026 - June 30, 2027)	60.0%	\$ 480,762.74	60.0%	\$ 110,488.98
Base Year Five (5) (July 1, 2027 - June 30, 2028)	60.0%	\$ 492,781.81	60.0%	\$ 113,251.20
Base Year Six (6) (July 1, 2028 - June 30, 2029)	60.0%	\$ 505,101.36	60.0%	\$ 116,082.48
Base Year (Years 1-6) Subtotal		\$ 2,737,293.16		\$ 629,085.19
Option Year 1 (July 1, 2029 - June 30, 2030)	60.0%	\$ 517,728.89	60.0%	\$ 118,984.54
Option Year 2 (July 1, 2030 - June 30, 2031)	60.0%	\$ 530,672.11	60.0%	\$ 121,959.16
Option Year 3 (July 1, 2031 - June 30, 2032)	60.0%	\$ 543,938.92	60.0%	\$ 125,008.14
Option Year 4 (July 1, 2032 - June 30, 2033)	60.0%	\$ 557,537.39	60.0%	\$ 128,133.34
Option Year 5 (July 1, 2033 - June 30, 2034)	60.0%	\$ 571,475.82	60.0%	\$ 131,336.67
Option Year 6 (July 1, 2034 - June 30, 2035)	60.0%	\$ 585,762.72	60.0%	\$ 134,620.09
Option Years (1-6) Subtotal		\$ 3,307,115.85		\$ 760,041.95
GRAND TOTAL FOR 12 YEARS		\$ 6,044,409.01		\$ 1,389,127.14

	Concession Buildings	
Contract Year	Net MTS Revenue (Percentage)	Net MTS Revenue (Annual Estimated Amount \$)
Base Year One (1) (July 1, 2023 - June 30, 2024)	62.0%	\$ 439,833.16
Base Year Two (2) (July 1, 2024 - June 30, 2025)	62.0%	\$ 453,028.15
Base Year Three (3) (July 1, 2025 - June 30, 2026)	62.0%	\$ 466,619.00
Base Year Four (4) (July 1, 2026 - June 30, 2027)	62.0%	\$ 480,617.57
Base Year Five (5) (July 1, 2027 - June 30, 2028)	62.0%	\$ 495,036.09
Base Year Six (6) (July 1, 2028 - June 30, 2029)	62.0%	\$ 509,887.18
Base Year (Years 1-6) Subtotal		\$ 2,845,021.15
Option Year 1 (July 1, 2029 - June 30, 2030)	62.0%	\$ 525,183.79
Option Year 2 (July 1, 2030 - June 30, 2031)	62.0%	\$ 540,939.31
Option Year 3 (July 1, 2031 - June 30, 2032)	62.0%	\$ 557,167.49
Option Year 4 (July 1, 2032 - June 30, 2033)	62.0%	\$ 573,882.51
Option Year 5 (July 1, 2033 - June 30, 2034)	62.0%	\$ 591,098.99
Option Year 6 (July 1, 2034 - June 30, 2035)	62.0%	\$ 608,831.96
Option Years (1-6) Subtotal		\$ 3,397,104.04
GRAND TOTAL FOR 12 YEARS		\$ 6,242,125.19

Contract Year	Grand Total MTS Revenue
Base Year One (1) (July 1, 2023 - June 30, 2024)	\$ 1,067,041.43
Base Year Two (2) (July 1, 2024 - June 30, 2025)	\$ 1,095,014.98
Base Year Three (3) (July 1, 2025 - June 30, 2026)	\$ 1,127,248.63
Base Year Four (4) (July 1, 2026 - June 30, 2027)	\$ 1,214,646.24
Base Year Five (5) (July 1, 2027 - June 30, 2028)	\$ 1,246,426.46
Base Year Six (6) (July 1, 2028 - June 30, 2029)	\$ 1,283,029.37
Base Year (Years 1-6) Subtotal	\$ 7,033,407.10
Option Year 1 (July 1, 2029 - June 30, 2030)	\$ 1,316,566.61
Option Year 2 (July 1, 2030 - June 30, 2031)	\$ 1,351,018.77
Option Year 3 (July 1, 2031 - June 30, 2032)	\$ 1,386,411.01
Option Year 4 (July 1, 2032 - June 30, 2033)	\$ 1,422,769.20
Option Year 5 (July 1, 2033 - June 30, 2034)	\$ 1,460,119.92
Option Year 6 (July 1, 2034 - June 30, 2035)	\$ 1,498,490.49
Option Years (1-6) Subtotal	\$ 8,435,376.02
GRAND TOTAL FOR 12 YEARS	\$ 15,468,783.12



Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Fixed-Route Bus Services – Transdev Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to negotiate and execute an amendment to MTS 's contract with Transdev Services, Inc., (Transdev) for fixed-route bus services (MTS Doc. No. B0708.0-20 as amended), in an amount up to \$1,000,000, contingent upon fixed route bus services being restored no later than June 23, 2023.

Budget Impact

This amendment, if executed, would increase the contract total by \$1,000,000, revising the total base term amount from \$512,097,294.40 to \$513,097,294.40 (through June 30, 2027). The new not-to-exceed contract amount (base years plus two 2-year option periods) will be \$933,802,465.77 (through June 30, 2031).

DISCUSSION:

In line with public transit industry best practices, to sustain long-term operating efficiency and reduce long-term operating costs, MTS contracts 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 Bus Rapid Transit (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.



Transdev's collective bargaining agreement (CBA) with the Teamsters Local 683, representing bus operators and services employed by Transdev under the MTS contract, expired on December 31, 2023. Since November 2022, Transdev and the Teamsters have been negotiating a new CBA. On May 16, 2023, following unsuccessful CBA negotiations, the Teamsters Local 683 went on strike. The strike continues in effect as of June 12, 2023.

The inability of Transdev and the Teamsters Local 683 to reach an agreement that would allow workers to end the strike and return to work, thereby restoring public transit service to MTS's riders, resulted in the MTS Board of Directors holding a special meeting on June 8, 2023. At that meeting, the Board met in closed session to discuss its legal options to restore service under the Transdev contract. As a result of that meeting, the Board instructed staff to place an item on the June 15, 2023 Board of Directors open session agenda to consider providing up to an additional \$1 million in funding for the Transdev fixed route operating contract, contingent on service being restored no later than June 23, 2023.

The proposed additional funding of up to \$1 million is intended to provide additional resources, funded by MTS, to facilitate a prompt and fair resolution of the labor dispute between Transdev and the Teamsters Local 683.

The MTS Board previously recognized that, as MTS and its contract operators 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 high cost of living in San Diego, and a job market that has seen unprecedented wage increases, have made attracting new and retaining current bus operators extremely difficult.

To help address this hiring and retention reality, on January 26, 2023 (AI 16), the MTS Board authorized \$21,439,684 in new funding to provide a \$2.00 per hour pay increase to all bus operators employed by Transdev at both their East County (ATU Local 1309) and South Bay (Teamsters Local 683) divisions through the contract expiration date of June 30, 2031. Today's proposed \$1 million in funding is over and above that \$21 million in additional funding. Transdev, in negotiation with the Teamsters Local 683, would determine how this new funding should be allocated in its employees' compensation and benefits packages. The funding would be provided contingent upon MTS bus service being restored no later than June 23, 2023.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to negotiate and execute an amendment to MTS 's contract with Transdev Services, Inc., (Transdev) for fixed-route bus services (MTS Doc. No. B0708.0-20 as amended), in an amount up to \$1,000,000, contingent upon fixed route bus services being restored no later than June 23, 2023.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

SECTION 1:	GENERAL DATA	SECTION 5:	PROCESSING DATA
Type:	Customer Case	Priority:	
Case ID:	449628	Comm. Received:	Web
Description:	Comments On The Board's Reacti	Reply Req. Code:	Email
Category:	Complaints	Status:	Draft
Refer To Dept:	General System / Non-Specific		
Reason:	Customer Problem	SECTION 6:	VEHICLE DATA
		Information Type:	
SECTION 2:	DRIVER DATA	Run/Duty:	
Driver Badge:		Schedule Block:	
Driver First Name:		Division Code:	
Driver Last Name:		Travel Direction:	
Driver Description:		Actual Location:	
SECTION 3:	CUSTOMER DATA	SECTION 0:	CASE DATA
Anonymous:	No	Created By:	CSPORTALUSER
Saved Customer ID:	39799	Created On:	06/09/2023
Cust. First Name:	GERALD	Changed By:	BCARDENAS
Cust. Last Name:	JOHANNSEN	Changed On:	06/09/2023
Cust. Phone No.:	176004485074	Closed By:	
Cust. Email:	SMILEYJOH@HOTMAIL.COM		
SECTION 4:	DATES		
Incident Date:	06/09/2023		
Incident Time:	11:58:00		
Reported Date:	06/09/2023		
Reported Time:	11:58:51		
Closing Date:			

Notes

Description	CSPORTALUSER	06/09/2023 11:58:51
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COMMENTS:Board President Whitburn: It was time 2 to 3 weeks ago, to bring the hammer down on TransDev, not dangle a carrot of \$1M in front of them! It's like the MTS board members have little or no empathy for the stranded MTS riders, during this current strike. Plain and simple: MTS is breaking the covenant with the Public, to provide reliable, safe, public transport. If you or the MTS Mgt, had been smarter, when signing with Transdev, MTS would have asked for a surety-bond, from Transdev, to provide replacement drivers, in case there were ever a strike. This is very much like the situation with Falck Ambulance, and the City of San Diego having to step in, when Falck was not fulfilling their contractual obligations for on-time response times. The public deserves more reliability, better assurances and better smarts (from the Board), when they sign contracts with subcontractors that provide such public services. This is a SNAFU by

Case Type: **Z_01 Customer Case**

Printed on: **06/13/2023**

the MTS board!

Unassigned Attributes:

CATEGORY: General

Station or Stop: *No value in Station or Stop*

Case Type: **Z_01 Customer Case**Printed on: **06/12/2023**

SECTION 1:	GENERAL DATA	SECTION 5:	PROCESSING DATA
Type:	Customer Case	Priority:	
Case ID:	449731	Comm. Received:	Email
Description:	Board Decision On Strike	Reply Req. Code:	None
- Fee			
Category:	Complaints	Status:	Assigned
Refer To Dept:	General System /		
Non-Specific			
Reason:	Customer Problem	SECTION 6:	VEHICLE DATA
		Information Type:	
SECTION 2:	DRIVER DATA	Run/Duty:	
Driver Badge:		Schedule Block:	
Driver First Name:		Division Code:	
Driver Last Name:		Travel Direction:	
Driver Description:		Actual Location:	
SECTION 3:	CUSTOMER DATA	SECTION 0:	CASE DATA
Anonymous:	No	Created By:	MSANCHEZ
Saved Customer ID:	34487	Created On:	06/12/2023
Cust. First Name:	JAMES	Changed By:	MSANCHEZ
Cust. Last Name:	ANDERSON	Changed On:	06/12/2023
Cust. Phone No.:	6192779163	Closed By:	
Cust. Email:			
SECTION 4:	DATES		
Incident Date:	06/10/2023		
Incident Time:	08:53:00		
Reported Date:	06/10/2023		
Reported Time:	08:53:00		
Closing Date:			

Notes

Description MSANCHEZ 06/12/2023 09:40:07

Greetings,

This is James Anderson and I obviously am a passenger and I am writing this email to make my disappointment in the boards decision on how to handle the Transdev strike. Giving Transdev \$1 million to end the strike is only enabling them to hold the next negotiations hostage in order to receive another million dollars.

While I know that this is a Southbay strike against Transdev the fact that the East county contract with the mother company will be coming up in a couple months again only enables Transdev e.g., the mother company to hold the negotiations hostage in order to receive an additional million dollars.

In my opinion as a passenger, the MTS Board of Directors should have immediately decided to start proceedings to take over the contract and

Case Type: **Z_01 Customer Case**Printed on: **06/12/2023**

bring everything in-house just as the drivers have demanded the MTS board of directors do.

Please feel free to reach out to me at 619-277-9163 if you have any further questions. As most MTS knows I will put in my two cents where, and when needed and that will not change, the strike has gone on long enough and the board was not equipped and they should#ve been to cover all the routes. This has become a blackeye to MTS from the passengers perspective.

Sincerely,

Case Type: **Z_01 Customer Case**Printed on: **06/12/2023**

SECTION 1:	GENERAL DATA	SECTION 5:	PROCESSING DATA
Type:	Customer Case	Priority:	
Case ID:	449704	Comm. Received:	Web
Description:	MTS Board Please Consider Buil	Reply Req. Code:	None
Category:	Comments and Suggestions	Status:	Assigned
Refer To Dept:	General System / Non-Specific		
Reason:	Customer Problem	SECTION 6:	VEHICLE DATA
		Information Type:	
SECTION 2:	DRIVER DATA	Run/Duty:	
Driver Badge:		Schedule Block:	
Driver First Name:		Division Code:	
Driver Last Name:		Travel Direction:	
Driver Description:		Actual Location:	
SECTION 3:	CUSTOMER DATA	SECTION 0:	CASE DATA
Anonymous:	No	Created By:	CSPORTALUSER
Saved Customer ID:	39818	Created On:	06/11/2023
Cust. First Name:	K	Changed By:	MSANCHEZ
Cust. Last Name:	BRADY	Changed On:	06/12/2023
Cust. Phone No.:		Closed By:	
Cust. Email:	OCEANNOW@OUTLOOK.COM		
SECTION 4:	DATES		
Incident Date:	06/11/2023		
Incident Time:	00:37:00		
Reported Date:	06/11/2023		
Reported Time:	12:38:08		
Closing Date:			

Notes

Description CSportaluser 06/11/2023 12:38:08

COMMENTS: Would the Board Please consider building permanent bathrooms at trolley "Transit Centers" countywide. They could be outfitted with electrical outlets for people to charge cell phones, and water fountains - for use by Bus drivers, Tourists, the Public, the Unsheltered, to further enhance the city's reputation as "America's Finest City"! Already these transit centers are patrolled by Police and MTS maintenance, so no additional spending required. This action would benefit many. Thank you!!!

Unassigned Attributes:

CATEGORY: General

Station or Stop: *No value in Station or Stop*

Case Type: **Z_01 Customer Case**Printed on: **06/13/2023**

SECTION 1:	GENERAL DATA	SECTION 5:	PROCESSING DATA
Type:	Customer Case	Priority:	
Case ID:	449868	Comm. Received:	Verbal
Description:	MTS Should Not Help Transdev	Reply Req. Code:	None
Category:	Complaints	Status:	Closed
Refer To Dept:	General System / Non-Specific		
Reason:	Customer Problem	SECTION 6:	VEHICLE DATA
		Information Type:	
SECTION 2:	DRIVER DATA	Run/Duty:	
Driver Badge:		Schedule Block:	
Driver First Name:		Division Code:	
Driver Last Name:		Travel Direction:	
Driver Description:		Actual Location:	
SECTION 3:	CUSTOMER DATA	SECTION 0:	CASE DATA
Anonymous:	No	Created By:	BFRAGGER
Saved Customer ID:	39858	Created On:	06/13/2023
Cust. First Name:	MS	Changed By:	BFRAGGER
Cust. Last Name:	MARCIA	Changed On:	06/13/2023
Cust. Phone No.:	6192597322	Closed By:	BFRAGGER
Cust. Email:			
SECTION 4:	DATES		
Incident Date:	06/13/2023		
Incident Time:	15:00:00		
Reported Date:	06/13/2023		
Reported Time:	15:20:44		
Closing Date:	06/13/2023		

Notes

Description	BFRAGGER	06/13/2023 15:33:40
Suggestion please don't give Transdev that million dollars to Transdev. You will be helping them to continue to treat their drivers poorly. Please find another company that treats drivers good and the customers good. MTS shouldn't help Transdev.		

From: Richard Laws <relaws52@gmail.com>
Sent: Tuesday, June 13, 2023 7:41 PM
To: ClerkoftheBoard
Subject: June 15th meeting

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

Revoke the contract and make all the contract fixed routes and access services all in-house operations. Telling those passengers to "blame Transdev" is NOT good enough. MTS is just as guilty of these strikes as the contract company.

From: Chris Le <chrisleinsd@gmail.com>
Sent: Wednesday, June 14, 2023 3:02 PM
To: ClerkoftheBoard
Subject: 6/15 public comment - item 19

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

Dear Clerk of the Board:

I'm writing to provide comment about agenda item 19 - Transdev Contract Amendment. I encourage the board to vote no on this item. Transdev has left MTS' riders stranded for nearly a month and does not deserve a handout of \$1 million. This is a multinational company that bragged in its 2022 annual report about its ability to "return to profitability was achieved despite an economic context marked by the energy crisis and inflation." \$1 million is a drop in the bucket to them and they should front this cost to meet their contractual obligations.

Second, this agreement, as written, does not require workers to not strike again for the duration of MTS' contract with Transdev. What is to stop this from happening again when the next labor contract ends? I suggest a longer-term amendment.

I urge the board to take action to dismantle its agreement with Transdev. If it chooses to pursue this path, then it needs to explain to stakeholders why this is the most fiscally sound long-term decision and not just a Band-Aid to get the buses rolling next week at the expense of good service next year.

Finally, I urge the board to hold MTS staff accountable. Throughout this strike, riders have not received reliable information about when the next bus will arrive. I've waited more than an hour for the 225. Each bus has a GPS device and the stops have displays that show when the next bus should arrive, but they don't work. When you call in, as instructed on the website, staff will say how many buses are on the road, but have no information about when they will arrive. The board needs to push MTS staff to do better.

Thank you.

Chris



Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Imperial Avenue Terminal (IMT) Transit Center Expansion and Joint Development Project – San Diego Foundation Collaboration Agreement

RECOMMENDATION:

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

- 1) Authorize the Chief Executive Officer to execute a Collaboration Agreement with the San Diego Foundation (in substantially the same format as Attachment A) outlining the developer selection process for a potential joint development project at 1313 National Avenue and 1344 National Avenue (IMT Joint Development Project); and
- 2) Determine that such action is not subject to environmental review under the California Environmental Quality Act (CEQA).

Budget Impact

There is no direct cost to MTS for this collaboration agreement with the San Diego Foundation. MTS will incur various consultant costs as it pursues various feasibility, environmental review and compliance, and other due diligence efforts related to the proposed joint development project.

DISCUSSION:

On April 20, 2023 (AI 13), the Board approved an Exclusive Negotiation Agreement (ENA) with the San Diego Foundation to negotiate terms for a proposed joint development project collaboration on property owned by MTS adjacent to its 12th & Imperial Transit Center – at 1313 National Ave and 1344 National Ave (National Ave Property). The ENA allowed MTS to negotiate the terms of a potential Development and/or Collaboration Agreement that would contract with the San Diego Foundation to:

1. Conduct a competitive solicitation process to identify a developer or developers to partner with the Foundation to design, permit, and/or construct a joint development project on the National Ave Property.



2. Establish the required, minimum material terms for a joint development project on the National Ave Property.

Today's proposed action would approve a Collaboration Agreement with the San Diego Foundation. This agreement sets the Goals and Policy Objectives that both MTS and the San Diego Foundation are seeking to achieve with this IMT Joint Development Project, and identifies the process that the San Diego Foundation, with MTS participation, will follow to identify and select a development partner and prepare a development proposal for presentation to the MTS Board for approval.

The Goals and Policy Objectives, as set forth in Recital N of the Collaboration Agreement, are intentionally broad so that the San Diego Foundation and MTS can engage in an interactive process with potential developers and with community stakeholders to identify the most effective and beneficial project that can be completed. The Goals and Policy Objectives are:

- i. Efficiently and effectively completing Transit Center improvements to centralize existing transit facilities;
- ii. Completing necessary drainage and stormwater improvements;
- iii. Maximizing, to the extent feasible and commercially reasonable, affordable and workforce housing and multi-family residential rental units at the Premises in a manner that promotes the use of nearby transit and thereby reduces vehicle miles traveled and greenhouse gas emissions;
- iv. Satisfying Government Code section 54233's requirement that a minimum of 15% of any Potential Project's rental housing units are affordable units;
- v. Satisfying the prevailing wage requirements applicable to public works projects under California Labor Code sections 1770-1785, the skilled labor requirements under Public Utilities Code section 120221.5, and in accordance with MTS policies and guidelines, as applicable;
- vi. Promoting equity through consistent design and building standards across affordable, workforce and market rate units;
- vii. Incorporating green building and sustainability features that meet or exceed applicable law; and
- viii. Incorporating, if feasible and commercially reasonable, ground-floor activating uses such as commercial, government and nonprofit services, and childcare.

The selection process will be led by the San Diego Foundation, who will be seeking a development partner, with participation by MTS staff to confirm alignment with MTS's stated Goals and Policy Objectives. The San Diego Foundation Developer Selection Process will include a market sounding process with the development community to confirm whether the IMT Joint Development Project concept is commercially viable and a community listening process to provide prospective development partners with relevant information including feedback from civic engagement efforts. This will be followed by a more formal Selection Process to identify a developer that meets the San Diego Foundation's requirements for a development partner.

Once a development partner has been identified, the San Diego Foundation will work with the partner to prepare a more formal development proposal for consideration and approval by MTS. The ultimate development proposal will be presented to the MTS Board for approval of a Development and Disposition Agreement (DDA).

As necessary, progress updates and concepts will be brought to the Executive Committee and/or Board for feedback before the ultimate DDA approval is sought.

Therefore, it is recommended that Board authorize the Chief Executive Officer to execute a Collaboration Agreement with the San Diego Foundation (in substantially the same format as Attachment A) outlining the developer selection process for a potential IMT Joint Development Project.

CEQA Compliance

Authorization of the Collaboration Agreement does not constitute a “project” subject to environmental review under CEQA because it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; 14 Cal. Code Regs., § 15378, subd. (a).) Further, authorization of the Collaboration agreement is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. There is no possibility authorization of the Collaboration Agreement may have a significant effect on the environment, and therefore it is not subject to CEQA. (14 Cal. Code Regs., 15061, subd. (b)(3).) The Collaboration Agreement does not commit MTS to any potential development proposal, which would be subject to compliance with CEQA, as required, for any future project approval. Moreover, the details of the IMT Joint Development Project concept are too speculative at this juncture to enable meaningful CEQA review.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Collaboration Agreement

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT (this “**Agreement**”), dated as of June 15, 2023 (the “**Effective Date**”), is entered into by and between the **SAN DIEGO METROPOLITAN TRANSIT SYSTEM**, a California public agency (the “**MTS**”), and **THE SAN DIEGO FOUNDATION**, a California 501(c)(3) nonprofit organization (“**Foundation**” and, together with MTS, the “**Parties**” and each, a “**Party**”), with reference to the following facts:

A. WHEREAS, MTS is the owner of two parcels of land currently improved with a parking lot, located adjacent to the 12th & Imperial Transit Center in the City of San Diego (the “**City**”), County of San Diego, State of California, legally described on **Exhibit A** (the “**IMT Property**”).

B. WHEREAS, MTS operates the 12th & Imperial Transit Center (the “**Transit Center**”) on land adjacent to the IMT Property (the “**Transit Center Property**” and, together with the IMT Property, the “**Premises**”). The Premises are illustrated and designated on the “**Site Map**” which is attached to this Agreement as **Exhibit B**.

C. WHEREAS, on July 25, 2019, the MTS Board of Directors (the “**MTS Board**”) adopted MTS Board Policy 18, which establishes the “**MTS Joint Development Program**” by which MTS seeks to work with developers to locate residential developments with affordable housing components at or near its transit centers, sometimes on real estate assets owned by MTS (any such developments, a “**Joint Development Project**”), as a policy priority to promote quality transit-oriented development on or near existing transit systems while contributing to environmentally sustainable livable communities focused on transit accessibility and helping to address the region’s housing crisis (such policy, the “**Priority Policy**”).

D. WHEREAS, in 2019, pursuant to the Priority Policy, MTS identified the Premises as a potential location for a Joint Development Project that aligns with the MTS Joint Development Program’s goals. Consistent with these goals, MTS envisions a potential future Joint Development Project at the Premises consisting of certain conceptual elements, including an expansion to the Transit Center and transit-oriented development with both potential residential and affordable housing components on the IMT Property (collectively, the “**Potential Development Criteria**” and any such potential future Joint Development Project on the Premises consistent with such Potential Development Criteria, a “**Potential Project**”). The Potential Development Criteria are intended to assist in meeting statewide, City, and MTS goals by contributing to affordable housing in the region and prioritizing transit-oriented development.

E. WHEREAS, in 2019, pursuant to the MTS Joint Development Program Manual, implementing the MTS Joint Development Program, and MTS Board Policy 52, which prescribes the procurement processes MTS must use when securing certain goods and services, MTS sought to pre-qualify developers to construct and operate a Potential Project that met the Potential Development Criteria, but received no submissions or interest.

F. WHEREAS, on January 1, 2020, amendments to the California Surplus Lands Act (“**SLA**”), California Government Code sections 54230-54234, became effective. The SLA, as amended, requires local agencies to, prior to disposing any surplus land, declare such land as

surplus land and provide a notice of availability (“**NOA**”) with respect to such surplus land to certain local public entities and certain housing sponsors who have notified the Department of Housing and Community Development of their interest in surplus land for the purpose of developing affordable housing. Local agencies must negotiate in good faith with any agency or entity which responds to such NOA.

G. WHEREAS, on July 30, 2020, the MTS Board declared the Premises surplus land under the SLA and available for long-term ground lease, subject to the development condition that the future development of the Premises include an expansion of the Transit Center consistent with the Potential Development Criteria.

H. WHEREAS, on August 21, 2020, MTS issued a NOA with respect to the Premises for lease in compliance with the SLA. No responses to the NOA were received within the time required by Government Code section 54222, subdivision (e) or thereafter.

I. WHEREAS, on October 20, 2022, the MTS Board accepted a 2022 Transit Intercity Rail Capital Program Grant Award for the Zero Emission Transit Enhancement Project (the “**Grant Award**”), which is intended to be used to increase transit ridership, passenger safety, and efficiency, particularly in disadvantaged and low-income communities, and thereby reduce greenhouse gas emissions. The Grant Award includes \$13.65 million (inclusive of \$2.73 million local match) for the purposes of enhancing and centralizing transit capacity around the Transit Center Property and enabling future potential transit oriented development on or near the Premises.

J. WHEREAS, the Foundation is a non-profit focused on improving the quality of life for the San Diego region through multiple initiatives, among them housing. The Foundation plans to establish a new Housing Impact Fund (the “**Fund**”), which aims to raise \$400 million to support and invest in the development and preservation of affordable and workforce housing in the local community. Integral to the Fund’s investment strategy, the Foundation is seeking opportunities to collaborate with government agencies, developers, community organizations, and other partners to fulfill these goals.

K. WHEREAS, the Foundation intends that the Fund will facilitate the development of affordable and workforce housing projects through the provision of lower cost debt and/or equity capital, and by leveraging its extensive network of resources to provide critical support throughout the lifecycle of each project.

L. WHEREAS, on April 20, 2023, the MTS Board authorized MTS to negotiate and enter into an exclusive negotiation agreement with the Foundation to negotiate the terms of a potential development and/or collaboration agreement with respect to the Premises.

M. WHEREAS, pursuant to the MTS Board’s authorization, in May 2023, the Foundation and MTS entered into an Exclusive Negotiation Agreement (the “**ENA**”) with respect to the potential disposition and development of the Premises. Section 2 of the ENA contemplates MTS and the Foundation entering into a subsequent development and/or collaboration agreement with respect to the Potential Development Criteria for any Potential Project and the Foundation’s role in identifying potential developer partners for any such Potential Project, in each case in compliance with all applicable MTS policies and guidelines, including those related to open and

competitive solicitations, unsolicited proposals, formal and competitive procurements, and sole source procurements, unless otherwise waived by the MTS Board.

N. WHEREAS, MTS and the Foundation desire to enter into this Agreement in pursuit of the goals contemplated by Section 2 of the ENA and acknowledging that MTS has the following goals and policy objectives (“**Goals and Policy Objectives**”):

- i. Efficiently and effectively completing Transit Center improvements to centralize existing transit facilities;
- ii. Completing necessary drainage and stormwater improvements;
- iii. Maximizing, to the extent feasible and commercially reasonable, affordable and workforce housing and multi-family residential rental units at the Premises in a manner that promotes the use of nearby transit and thereby reduces vehicle miles traveled and greenhouse gas emissions;
- iv. Satisfying Government Code section 54233’s requirement that a minimum of 15% of any Potential Project’s rental housing units are affordable units;
- v. Satisfying the prevailing wage requirements applicable to public works projects under California Labor Code sections 1770-1785, the skilled labor requirements under Public Utilities Code section 120221.5, and in accordance with MTS policies and guidelines, as applicable;
- vi. Promoting equity through consistent design and building standards across affordable, workforce and market rate units;
- vii. Incorporating green building and sustainability features that meet or exceed applicable law; and
- viii. Incorporating, if feasible and commercially reasonable, ground-floor activating uses such as commercial, government and nonprofit services, and childcare.

O. WHEREAS, the Parties acknowledge that the MTS Board shall retain its full and independent discretion to approve or disapprove any specific development related to any Potential Project or the Premises.

NOW, THEREFORE, MTS and the Foundation covenant and agree as follows:

ARTICLE I.

PROJECT GOALS AND POLICY OBJECTIVES

Section 1.01 Goals and Policy Objectives. MTS and the Foundation hereby acknowledge that the Parties have reached a preliminary understanding as to the Goals and Policy Objectives.

Section 1.02 Non-Binding Goals and Policy Objectives. The Parties acknowledge and agree that the Goals and Policy Objectives are non-binding expressions of mutual interest on selected Potential Development Criteria to potentially be set forth in any potential Proposal (as defined below). Any Proposal will be subject to mutual approval of the Parties in the sole discretion of each of them and will be enforceable against each of the Parties only if, and to the extent, set forth in an executed agreement relating thereto. Nothing contained herein is a commitment by any Party herein to construct or agree to construct any Potential Project or to provide a Proposal that includes any of the Goals and Policy Objectives. The Foundation is not responsible for obtaining, ensuring that MTS obtains, or independently verifying that MTS possesses fee ownership to any portion of the Premises.

ARTICLE II.

DEVELOPER SELECTION PROCESS

Section 2.01 Agreement to Undertake Process.

(a) MTS and the Foundation acknowledge and agree that, to advance preliminary discussions of a Potential Project in accordance with the Potential Development Criteria, it likely would be beneficial to engage in the process of selecting (and the preparation of a Proposal) a developer or team of developers (a “**Developer**”) that have experience and expertise in the development of affordable, workforce and market rate housing projects, that will be able to analyze and develop a project consistent with the Goals and Policy Objectives, that will work well with MTS and the Foundation and that is otherwise well suited to act as an integral part of the team for the development of a Potential Project. MTS acknowledges that diversity, equity and inclusion (“**DEI**”), as well as government and nonprofit services, are very important to the Foundation, and that the Foundation may consider DEI and community support in the selection process. The Foundation agrees to attempt to run a selection process as described in Section 2.02 with a goal of identifying a Developer to potentially provide, assist the Foundation in providing, or partnering with the Foundation to produce a potential proposal for the development of the Premises (a “**Proposal**”).

(b) In recognition that the terms of this Agreement, including the Developer Selection Process, are intended to pursue the goals and policy objectives contained in the Priority Policy, MTS hereby waives any and all solicitation and selection processes set forth in MTS Board Policy 18 or MTS’s Joint Development Program Manual with respect to the Developer Selection Process, any Proposal, or any Potential Project under or resulting from this Agreement. MTS further reserves the right to determine compliance with, waive, or modify any other MTS policies or guidelines with respect to the Developer Selection Process, any Proposal, or any Potential Project under or resulting from this Agreement.

Section 2.02 Developer Selection Process:

(a) The Foundation will work with various advisors at the Foundation’s discretion (collectively, the “**Foundation Advisors**”) to request information relating to potential development options for the Premises.

(i) The Foundation Advisors will canvas a number of developers in order to attempt to determine whether a potential development of the Premises is commercially viable and will be able to satisfy any or all of the Goals and Policy Objectives (“**Market Sounding**”).

(ii) The Foundation Advisors may provide to each potential developer the Goals and Policy Objectives, relevant information relating to the Premises, information relating to the views of the Foundation or the views of MTS (to the extent known by the Foundation or the Foundation Advisors) with respect to the Potential Project or any proposal, and such other information as the Foundation or the Foundation Advisors deem to be appropriate, including feedback from civic engagement efforts (“**Community Listening**”).

(iii) The Foundation Advisors will also seek to receive feedback on whether any additional requirements, information or obligations should be included in any request for proposal from MTS.

(b) To the extent that the feedback from potential developers indicates that the achievement of any of the Goals and Policy Objectives may not be reasonably attainable (including in light of the other Goals and Policy Objectives), MTS and the Foundation agree to meet and confer, as reasonably requested by the Foundation, to discuss the Goals and Policy Objectives and to re-evaluate whether any of such Goals and Policy Objectives are unreasonable in light of the feedback from such developers.

(c) Pending the outcome of Section 2.02(b), the Foundation will work with the Foundation Advisors to attempt to run a selection process (the “**Selection Process**”) pursuant to which the Foundation will attempt to identify a Developer who will assist or participate in the drafting of a Proposal and the development of a Potential Project, which Selection Process shall include, to the extent the Foundation and the Foundation’s Advisors deem appropriate for the Selection Process:

(i) The provision to each potential developer of the Goals and Policy Objectives, relevant information relating to the Premises, information relating to the view of the Foundation or the views of MTS (to the extent known by the Foundation or the Foundation’s Advisors) with respect to a Potential Project or a proposal, and a request for a proposed development on the Premises with such other information and requests as the Foundation and the Foundation Advisors deem to be appropriate for the Selection Process;

(ii) The Foundation and the Foundation Advisors may interview those potential developer candidates that the Foundation and the Foundation Advisors believe may provide a suitable development proposal;

(iii) The Foundation and the Foundation Advisors may request such additional information relating to the developers and their proposals, as the Foundation and the Foundation Advisors deems necessary or appropriate in order to evaluate such potential developers and their proposals; and

(iv) The Foundation may request MTS interview, and MTS agrees to interview in good faith, and review information with respect to, potential Developers identified by the Foundation, and MTS shall provide honest and constructive feedback to the Foundation with respect thereto.

Section 2.03 Selection of and Approval of Developer.

(a) Following the completion of the Competition Process, the Foundation and the Foundation Advisors will evaluate the potential developers and the various proposals submitted by such developers.

(b) To the extent that the Foundation determines, in its sole discretion, that it is willing to partner with, finance or otherwise associate with any potential Developer and its proposal, the Foundation shall endeavor to negotiate a joint venture or other transaction document with such developer (a “**Developer Agreement**”).

(c) Upon the finalization of a Developer Agreement, but prior to the execution thereof, so long as the Foundation determines that the Developer and Developer Agreement are acceptable to the Foundation, in the sole discretion of the Foundation, the Foundation will request that MTS approve selection of the Developer by the Foundation and the form of the Developer Agreement. MTS agrees to review all information about the Developer and the Developer Agreement in good faith and will make a determination of whether the Developer and the Developer Agreement is acceptable to MTS.

(d) Following approval by MTS of the Developer and the Developer Agreement and the execution of the Developer Agreement by the Developer and the Foundation, the developer party thereto shall be deemed the Developer under this Agreement.

Section 2.04 Production of Proposal and DDA.

(a) The Developer, together with the Foundation, will attempt to develop a Proposal for submission to MTS.

(b) The Foundation, MTS and, from and after the selection and approval of a Developer, the Developer, will meet and confer to negotiate a disposition and development agreement and/or other agreements for the disposition (through long-term ground lease or transfer of a fee interest) in the Premises and development of the Premises (collectively, a “**DDA**”).

(c) To the extent that the Foundation determines that the Proposal and/or the DDA are acceptable to the Foundation, in its sole discretion, the Foundation will submit the Proposal and/or the DDA to MTS for its review and approval (which submissions, for the avoidance of doubt, may be done together in one request or separately).

(d) MTS agrees to review the Proposal and/or the DDA delivered under this Section 2.04 in good faith and shall inform the Foundation as soon as reasonably practicable of whether such Proposal and/or DDA are acceptable to MTS, in its sole discretion.

(e) To the extent that such a Proposal is acceptable to MTS and a DDA is executed by the Parties and the Developer, such project shall be deemed an “**Approved Project**”. The Parties acknowledge that approval of a Proposal and a DDA will require separate action by the MTS Board and that this Agreement does not pre-approve any Proposal or DDA, as described more fully in Section 2.05.

Section 2.05 No Obligation.

(a) This Agreement shall not obligate either Party to submit or accept any Proposal or enter into a DDA or to enter into any particular DDA. MTS is not approving, committing to, or agreeing to undertake: (i) the DDA; (ii) any development; (iii) a purchase agreement, ground lease, license, option or similar contract with the Foundation; or (iv) any other acts or activities requiring subsequent independent exercise of discretion by MTS. MTS and the Foundation do not intend to be bound in any way by this Agreement except as expressly set forth herein. By execution of this Agreement, MTS is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any portion of the Premises nor is the Foundation committing itself to undertake the acquisition of any portion of the Premises or the development, financing or construction of any Potential Project. Execution of this Agreement by MTS and the Foundation is merely an agreement to collaborate on certain matters related to the Proposal for a Potential Project in accordance with the terms hereof, reserving for subsequent MTS action the final discretion and approval regarding the negotiation and execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the MTS Board following performance of all legally required procedures. Each Party assumes the risk that, notwithstanding this Agreement and good faith negotiations, the Parties may not enter into a DDA due to the Parties’ failure to agree upon essential terms of a transaction or a decision by the MTS Board not to authorize execution of a DDA. Except as expressly provided in this Agreement, a Party shall have no obligations or duties to the other Party hereunder and no liability whatsoever in the event the Parties fail to execute a DDA. Any future approval of the DDA by MTS would be subject to compliance with the California Environmental Quality Act (“**CEQA**”), as may be applicable to any potential development of the Premises and related approvals and this Agreement does not constitute or evidence an approval by MTS of, or commitment of MTS to, any action for which prior environmental review is required under CEQA. MTS retains the absolute sole discretion to make decisions under CEQA, which discretion includes, without limitation (i) deciding not to proceed with a DDA or development contemplated therein and (ii) deciding to approve a DDA and/or any of the agreements or potential development of the Premises contemplated in this Agreement. There shall be no approval or commitment by MTS regarding the development of the Premises or any of the agreements contemplated in this Agreement, unless and until MTS complies with CEQA, as may be applicable to any potential development of the Premises or related approvals.

(b) Nothing contained in this Agreement shall require the Foundation to enter into any transaction or other agreement with any developer or any other person or entity (including a Developer Agreement or a DDA) or agree to any terms of any proposal. The execution and delivery of any such agreement may be subject to the approval of the board of directors of the Foundation (the “**Foundation Board**”), in the Foundation Board’s sole discretion.

Section 2.06 Additional Responsibilities. The Parties agree that each of the Parties will undertake the following:

- (a) As part of the Selection Process, the Foundation or the Foundation Advisors will undertake financial and market analysis of proposals, including with respect to the Approved Project;
- (b) Prior to achievement of an Approved Project, each Party agrees to designate certain management personnel to participate in the processes described in Articles I and II and commits to oversight and regular engagement with the other Party; and
- (c) Each Party agrees to use commercially reasonable efforts to undertake regular communication with the other Party in connection with this Agreement.
- (d) Each Party recognizes that MTS or contractors hired by MTS may be responsible for the design, development, funding or construction of the Transit Center improvements in respect of any Approved Project.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties. Each Party hereby represents and warrants to the other Party that, as of the Effective Date:

- (a) Such Party has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement and the other documents contemplated by this Agreement;
- (b) The execution and delivery of this Agreement by such Party and the performance by such Party of its obligations under this Agreement and the other documents contemplated by this Agreement have been duly authorized by all necessary action on the part of such Party;
- (c) The execution and delivery of this Agreement and the performance of the obligations of each such Party under or in respect of this Agreement does not and will not (i) contravene the terms of any of such Party's governing documents; (ii) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (x) any material contract to which such Party is a party or affecting such Party or the properties of such Party or (y) any order, injunction, writ or decree of any governmental authority or any arbitral award to which such Party or its property is subject; or (iii) breach, contravene or violate any applicable law.
- (d) This Agreement has been duly executed and delivered by each such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against each such Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except as enforceability may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

(e) No consent or authorization of, filing with, notice to or other act by or in respect of, any governmental authority or any other person or entity is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

ARTICLE IV. MISCELLANEOUS.

Section 4.01 Conflict of Interest Policy. The Foundation acknowledges that MTS has a conflict of interest policy and the Foundation recognizes that any Developer that is selected pursuant to the Selection Process will need to satisfy all MTS policies, including the MTS conflict of interest policy.

Section 4.02 Costs and Expenses. Each Party shall bear its own costs and expenses in connection with the transactions described in this Agreement.

Section 4.03 Amendment or Waiver. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Party here from, shall in any event be effective unless the same shall be in writing and signed by all the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.04 Successors and Assigns. MTS shall not assign this Agreement to any other person or entity without the prior written consent of the Foundation. The Foundation shall be permitted to assign this Agreement to the Fund or a subsidiary of the Fund without the consent of MTS (a “**Fund Assignment**”). Upon a Fund Assignment, the Foundation shall be released from all obligations under this Agreement and shall have no further liability under this Agreement. Any assignment by the Foundation, other than a Fund Assignment, shall require the prior written consent of MTS. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Section 4.05 Notices. All notices and other communications provided for hereunder (except as otherwise expressly permitted herein) shall be in writing to such Party at the address set forth on the signature pages hereof (or to such other addresses as any Party may specify by written notice to the other Party hereto).

Section 4.06 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.

Section 4.07 Governing Law. This Agreement is governed by the laws of the State of California without giving effect to conflict of law rules or provisions that would result in the applications of the laws of any jurisdiction other than the State of California.

Section 4.08 Submission to Jurisdiction. Each of the Parties hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Party arising out of or in any way relating to this Agreement or the transactions relating hereto, in

any forum other than the courts of the State of California sitting in San Diego County, and of the United States District Court of the Southern District of California, and any appellate court from any thereof, and each of the Parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such California State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the Parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 4.09 Waiver of Venue. Each of the Parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in Section 4.11 of this Article IV. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 4.10 Service of Process. Each Party hereto irrevocably consents to service of process in the manner provided in Section 4.08 (the terms of which are incorporated herein by this reference). Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

Section 4.11 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 4.12 ENTIRE AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Section 4.13 Captions and Headings. The headings and captions of the various sections and paragraphs of this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall not be deemed in any manner to govern, modify, explain, expand or restrict any of the provisions of this Agreement.

Section 4.14 Electronic Signatures. The Parties agree: (a) to deliver and accept signatures on or under this Agreement by e-mail or electronic means (including digital signatures);

and (b) that signatures delivered by e-mail or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

Section 4.15 Warranty Against Payment of Consideration for Agreement. The Foundation warrants that they have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

Section 4.16 Nonliability of Officials, Officers, Members, and Employees. No member, official, officer, or employee of MTS shall be personally liable to the Foundation, or any successor in interest, in the event of any default or breach by MTS or for any amount which may become due to the Foundation or to their successors, or on any obligations under the terms of this Agreement. No member, officer or employee of the Foundation shall be personally liable to MTS, or any successor in interest, in the event of any default by the Foundation or for any amount which may become due to MTS or its successor, or an obligation under the terms of this Agreement.

The Parties hereby execute this Agreement as of the Effective Date.

**SAN DIEGO METROPOLITAN TRANSIT
SYSTEM**, a California public agency

By: _____

Sharon Cooney
Chief Executive Officer

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

THE SAN DIEGO FOUNDATION, a California
501(c)(3) nonprofit organization

By: _____

Name:

Title:

Address:



**Metropolitan
Transit
System**

Agenda Item No. 21

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

June 15, 2023

SUBJECT:

SANDAG Request for Innovative Concepts: Trolley Extension to Tijuana (Brent Boyd)

INFORMATION ONLY

Budget Impact

None at this time.

DISCUSSION:

In 2021, the San Diego Association of Governments (SANDAG) issued a request for Innovative Concepts inviting interested groups to submit innovative concepts that would improve transportation in the region.

In 2022, three finalists were chosen, including a proposal from Cordoba Corporation to extend the Blue Line Trolley one mile into Tijuana among other aspects to improve cross-border travel. This concept has attracted significant media attention.

In March, MTS staff presented to the Executive Committee; summarizing the status of the efforts to that point. MTS staff also identified considerations with this unique first-of-its-kind project that would need to be investigated with further studies.

Over the last few months, MTS has been regularly with SANDAG and Cordoba Corporation to develop plans for further efforts, including a feasibility study that will be part of SANDAG's overall work program, applications for grant funding, and opportunities for further stakeholder outreach.

MTS staff will present a summary of the project, considerations, and recent and future efforts to advance the planning efforts.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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



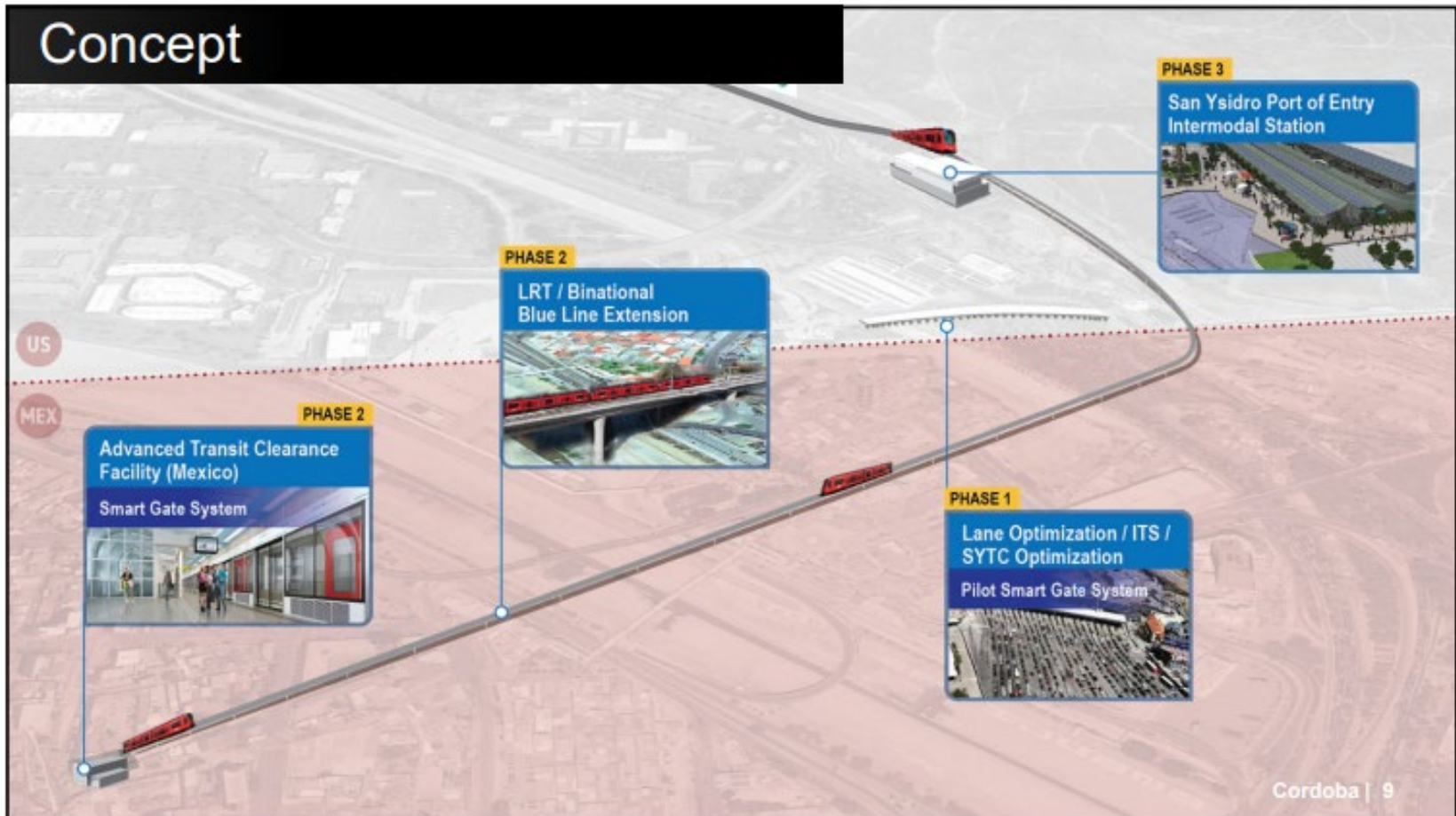
SANDAG Request For Innovative Concepts: Trolley Extension To Tijuana

June 15, 2023

Background

- **November 2021:** SANDAG issued a Request for Innovative Concepts for transportation connector services that advanced 5 Big Moves.
- **Summer 2022:** Three teams entered into an agreement with SANDAG to further develop conceptual designs and costs. Included a public concept pitch at SANDAG Community Fair on October 9.
- **January 13, 2023:** Concepts presented to SANDAG Board, with Board of Directors authorizing staff to continue planning and seeking funding opportunities to advance three projects selected through the RFIC process:
 - Automated electric shuttle connection to regional transit services (Beep)
 - Next generation managed lanes (Cavnue)
 - Extension of Blue Line Trolley to Tijuana combined with advanced clearance facilities at border crossing (Cordoba)

Crossborder Trolley Extension



Major Components of Proposal

- Extension of Trolley one mile into Tijuana to dedicated station
 - Would be similar to CBX, in that customs processing would occur as passengers enter station and be cleared prior to boarding Trolley
- Elevated track structure
- No stops between Tijuana and San Ysidro
- Smart gates pilot at San Ysidro to test technology in preparation for deployment at the Tijuana station



MTS Considerations

- Potential legal, insurance, and safety ramifications for MTS employees and federally-funded vehicles
- Construction oversight
- Maintenance of right-of-way and assets & system failure responses
- Provision of security / law enforcement jurisdiction
- Fare collection
- Calculation of increased passenger demand:
 - 4 to 10 million passengers per year (*19-48% increase over estimated 21m current*)
 - 28k-62k per day (*42% to 93% increase over 67k current*)
- Funding for additional Trolley vehicles and additional operations

MTS Engagement

- **July 26, 2022:** Email from MTS general counsel to SANDAG general counsel outlining potential considerations regarding Blue Line extension to Tijuana
- **August 23, 2022:** Cordoba staff briefed MTS executive staff on proposal
- **September 13, 2022:** MTS staff met with Cordoba to answer questions about operations
- **November 2022:** MTS participated as a non-voting member of evaluation committee
- **March 2023:** MTS Executive Committee received update on project
- **Ongoing:** Bi-weekly meetings between MTS, SANDAG, and Cordoba
- **June 2023:** Presentation to MTS Board of Directors

Near-Term Planning Studies

- SANDAG budgeted roughly \$700k in the Blue Line Express OWP to complete early feasibility and implementation studies
- Work expected to begin Fall 2023:
 - Summary of existing conditions
 - Existing and projected border crossings; including modal splits and wait times
 - Ridership projections for Blue Line and bus routes originating at border
 - Summary of existing policies and procedures for border entry
 - Analysis of technical feasibility
 - Response to MTS's initial list of challenges
 - Alignment and siting study
 - Ridership modeling workplan
 - Draft concept of operations
 - Operations feasibility memo
 - ATCF memo
 - Integration into regional/binational plans
 - Development of implementation strategy
 - Support for grant writing

Funding Opportunities

- **Areas of Persistent Poverty (AoPP) – April 2023**
 - \$830k Requested
 - Conceptual planning and engineering work for the San Ysidro Transit Center (San Ysidro Mobility Hub and Crossborder Trolley Extension).
 - Planning level feasibility analysis
 - Assessment of right-of-way between San Ysidro Transit Center and the Border
 - Development of conceptual site plans
 - Expected award notification: Summer 2023
- **Regional Infrastructure Accelerator (RIA) Program – May 2023**
 - \$4 million requested to fund development for various projects
 - \$1 million for Crossborder Trolley Extension project studies
 - Smart gate pilot technology assessment
 - Preliminary engineering
 - Value for Money analysis
 - Expected award notification: Fall 2023
- **North American Development Bank – Rolling application (expected July 2023)**
 - Maximum award: \$375k
 - Origin-Destination
 - Ridership analysis and modeling



Next Steps

- Cordoba to present to Otay Mesa Chamber of Commerce on July 13
- San Diego Regional Economic Development Corporation has requested presentation from Cordoba
- MTS will continue meeting with SANDAG and Cordoba bi-weekly, participating on project team for feasibility upcoming feasibility analysis and any future work



**Metropolitan
Transit
System**

Agenda Item No. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

Revisions to MTS Board Policy No. 21, "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise" (Mark Olson)

RECOMMENDATION:

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

- 1) Approve the proposed revisions to MTS Board Policy No. 21, "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise" (Attachment A) to remove the alcohol advertising prohibition on transit vehicles, trolley stations, and transit centers; and
- 2) Direct staff to work with City of San Diego on amendments to applicable policies to allow alcohol advertising on bus shelters and benches within the City of San Diego.

Budget Impact

Estimated revenue increase is approximately \$385,000 - \$770,000 annually, through vehicles and bus shelters. Revenue could increase when factoring in large format signage at Trolley stations and in other areas.

Executive Committee Recommendation

At its June 8, 2023 meeting, the Executive Committee voted 5 to 0 (Board Members: Whitburn, Elo-Rivera, Hall, Bush and Goble in favor) and Board Members: Vargas and Moreno absent, to recommend that the Board of Directors approve the staff recommendation, including the following limitation: *Alcohol advertisements shall not be placed on shelters or digital shelters within 500 feet from, or intended to be read from the following: schools, public parks/playgrounds, church-recognized, established, or stand-alone places of worship, daycare/preschool, hospitals and cemetery/funeral homes.*



DISCUSSION:

The MTS Board of Directors has directed staff to review new and creative strategies to increase non-fare revenue. Sustainable sources of non-fare revenue are critical to help close the \$51 million annual budget deficit resulting from the COVID-19 pandemic. MTS has collected approximately \$15-\$20 million annually in non-fare revenue over the past five (5) years by leveraging its assets for advertising and related purposes. Staff has identified a proposal that could increase revenue received through MTS's Advertising Program.

MTS Board Policy No. 21 sets forth MTS's Advertising Program on MTS facilities and revenue vehicles. Attachment A to this Policy sets forth City of San Diego's policy relating to MTS advertising on bus stop shelters and benches in the City of San Diego's public right of way. MTS's advertising contractor, Clear Channel Outdoor, manages a large portion of MTS's Advertising Program by securing advertising partners for buses, Trolleys, static and digital bus shelters. With oversight from the MTS Marketing and Legal departments, Clear Channel Outdoor also ensures all advertising material conforms with the requirements of MTS Board Policy No. 21.

MTS's Advertising Program requires that the subject matter of all displayed advertising materials be limited to commercial speech, public service announcements by public agencies, or advertisements that market MTS's services and programs. To ensure MTS's Advertising Program fulfills its primary objective of generating revenue, MTS also prohibits certain advertising content that could detract from this goal, such as by harming the marketing potential of MTS's advertising spaces, tarnishing MTS's reputation, or imposing matters of public debate or controversial views on passengers.

One example of prohibited advertising content relates to alcohol. Specifically, MTS Board Policy No. 21, Section 21.3 (j) prohibits advertisements that: "promotes the use or ingestion of or offers in commerce the sale of alcohol". Based on the reasons set forth below, staff believes removing this prohibition could benefit MTS by generating revenue, attracting new riders and/or generating new ridership, and creating new partnerships with community businesses and organizations.

First, it would likely increase non-fare revenue. It is estimated that by removing the prohibition of alcohol advertising in MTS Board Policy No. 21, MTS could generate an additional \$385,000 - \$770,000 annually, assuming no more than 25% of advertisements would feature alcohol.

Second, MTS has missed out on multiple marketing partnerships with community partners in recent years due to this alcohol prohibition, and subsequently missed opportunities to generate more ridership through these partnerships. Since MTS was prohibited from advertisements that promoted the purchase and consumption of alcohol, MTS could not market the following community events:

- Bayside Brew & Spirits Festival (National City Chamber of Commerce)
- Amps & Ales (Third Avenue Village Association – Chula Vista)
- San Diego Tacos & Beer Festival (Downtown San Diego)
- San Diego Festival of Beer (Downtown San Diego)

Third, MTS has been limited with its ability to prominently position itself as an alternative to drinking and driving due to this alcohol prohibition. This includes not being able to seek certain partnerships to underwrite free transit rides on days that alcohol consumption is typically higher

such as New Year's Eve or Fourth of July, or with entities such as the San Diego Brewers Guild. This limits MTS's ability to employ creative strategies to attract new riders and/or increase ridership.

Additionally, with so many breweries, wineries and bars to visit in San Diego, MTS has missed out in using the Trolley system as a unique experience and selling point to conduct brewery or wine tours around San Diego. If approved, MTS will have an opportunity to showcase its service in this space.

Revising MTS Board Policy No. 21 will allow MTS to immediately begin generating additional advertising revenue within MTS transit centers, Trolley stations, and revenue vehicles. Bus shelters and benches are in fixed locations on city or county right-of-way. While MTS has MOUs to maintain bus shelters and benches for some jurisdictions, some require that advertising content comply with MTS Board Policy No. 21, as revised from time to time. Of the jurisdictions MTS does not have an MOU with to maintain bus shelters, those jurisdictions are responsible for maintenance and advertising, if any.

While removing the prohibition on alcohol advertisements in section 21.3(j) of the policy, today's proposed action also adds the following limitation in a new section 21.6.3:

Alcohol advertisements shall not be placed on shelters or digital shelters within 500 feet from, or intended to be read from the following: schools, public parks/playgrounds, church-recognized, established, or stand-alone places of worship, daycare/preschool, hospitals and cemetery/funeral homes.

MTS has an MOU with the City of San Diego relating to MTS's ability to install bus benches and shelters on City of San Diego sidewalks. The City of San Diego's requirements related to advertising content on City of San Diego right of way bus benches and shelters are included in Attachment A of MTS Board Policy No. 21. One of the prohibited contents listed is alcohol. In order to also extend the ability for MTS to include alcohol advertising on bus shelters and benches within the City of San Diego right of way, MTS staff would work with the appropriate City of San Diego staff to gauge interest in modifying its MTS-related advertising restrictions.

Therefore, it is recommended that the MTS Board of Directors:

- 1) Approve the proposed revisions to MTS Board Policy No. 21 "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise" (Attachment A) to remove the alcohol advertising prohibition on transit vehicles, trolley stations, and transit centers; and
- 2) Direct staff to work with City of San Diego staff on amendments to applicable policies to allow alcohol advertising on bus shelters and benches within the City of San Diego.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Board Policy No. 21 – Proposed revisions in red-line track changes



**Metropolitan
Transit
System**

Att.A, AI 22, 06/15/23

Policies and Procedures No. 21

Board Approval: ~~4/12/2018~~ 6/15/23

SUBJECT:

MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND MERCHANDISE

PURPOSE:

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

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

BACKGROUND:

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

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



POLICY:

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

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

21.1 Advertising - Procedure

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

21.2 Advertising - Permitted Content

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

21.2.1 MTS Operations Advertising that promotes MTS transit services, programs or products, including co-sponsorships with third parties that would increase ridership or otherwise support MTS's mission.

21.2.2 Public Service Advertisements from Local, State or Federal Governmental Agencies regarding public programs, public services and public events that are not otherwise prohibited under this Policy.

21.3 Advertising – Prohibited Content

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

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

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

21.4 Advertising – General Conditions

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

21.5 Advertising - LRVs and Buses

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

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

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

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

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

~~21.6.2~~ 21.6.3 Alcohol advertisement shall not be placed on shelters or digital shelters within 500 feet from, or intended to be read from, the following: schools, public parks/playgrounds, church-recognized, established, or stand-alone places of worship, daycare/preschool, hospitals and cemetery/funeral homes.

21.7 Advertising - Printed Materials

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

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

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

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

21.8 Concessions

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

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

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

21.8.4 Concession treatments/structures will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. MTS plan specifications will be followed wherever applicable. Concession treatments/structures will be designed,

constructed, and placed in accordance with all applicable local, state, and federal standards.

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

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

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

21.9 Merchandise

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

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

21.10 Revenue

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

21.11 Contractor Services

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

Attachment A – City of San Diego Advertising Policy

Original Policy approved on 5/9/1983.

Policy revised on 6/6/1985.

Policy revised on 7/9/1987.

Policy revised on 6/23/1988.

Policy revised on 3/22/1990.

Policy revised on 3/14/1991.

Policy revised on 4/9/1992.

Policy revised on 5/12/1994.

Policy revised on 8/11/1994.

Policy revised on 6/22/1995.

Policy revised on 3/27/1997.

Policy revised on 6/11/1998.

Policy revised on 2/22/2001

Policy revised on 2/26/2004.

Policy revised on 12/10/2009.

Policy revised on 6/18/2015

Policy revised on 1/18/2018

Policy revised on 4/12/2018

Policy revised on 6/15/2023

ATTACHMENT A

MTS POLICY NO. 21

CITY OF SAN DIEGO
ADVERTISING POLICY

Subject:

ADVERTISING ON BUS STOP SHELTERS AND BENCHES

Background:

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

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

Purpose:

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

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

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

Policy:

Advertising on Bus Stop Shelters and Benches:

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

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

Board Policy 21 Revisions



Board of Directors
June 15, 2023

Background

MTS Board Policy No. 21 sets forth MTS's Advertising Program

- Applies to vehicles, stations and certain bus benches/shelters, depending on the jurisdiction
- All subject matter must be limited to commercial speech, public service announcements by public agencies, or MTS marketing content
- Primary objective is to generate revenue
- Prohibits any content that could detract from this goal (e.g. that could harm MTS's marketing potential, tarnish MTS's reputation, or impose matters of public debate or controversial views on passengers)
- Currently, MTS prohibits ads that “promote the use or ingestion of or offers in commerce the sale of alcohol”



What

Staff recommends revising Board Policy No. 21 in the following ways:

- Remove the alcohol advertising prohibition
- Work with City of San Diego on policy amendments to allow alcohol advertising on bus shelters and benches within the City (See Attachment A of Board Policy No. 21).
- Make minor revisions to language to make clear that policy applies to all of MTS's communication mediums (e.g. social media)

Responsible Advertising

If approved, Board Policy 21 revisions would also not allow alcohol advertising to be placed on shelters or digital shelters within 500 feet from, or intended to be read from, the following:

- Schools, public parks/playgrounds, church-recognized, established, or stand-alone places of worship, daycare/preschool, hospitals and cemetery/funeral homes.

Why

- **Strengthen relationships** with our community partners
- Allow MTS **more social responsibility opportunities** by promoting transit over driving at events serving alcohol
- Generate more **non-fare revenue** to help \$51 million structural budget deficit
- **Promote transit** to “casual riders” for large-scale special events
- **Grow ridership** through cross-promotions with event partners

Opportunities

1. Large-Scale Special Events: Multiple marketing partnerships to generate positive publicity, attract new riders and revenue. Past missed opportunities include:

- Bayside Brew & Spirits Festival (National City)
- Amps & Ales (Third Avenue Village Association – Chula Vista)
- West Coast Taco & Beer Festival (Downtown San Diego)
- San Diego Festival of Beer (Downtown San Diego)

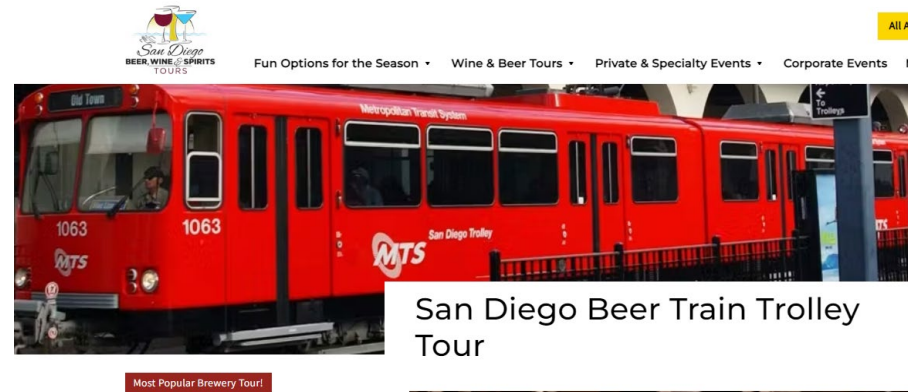


Opportunities

2. San Diego Craft Beer Culture: MTS could attract riders in the craft beer culture/tourism market in San Diego.

Possible opportunities include:

- **Promote brewery tours** along the Trolley line
- Create **special Trolley and bus maps** that show craft beer locations and other hot spots along MTS routes
- **Promote/advertise specific bus lines through neighborhoods** with craft beer, food and other activities popular in San Diego (i.e. Route 2 along 30th Street/South Park)



Opportunities

3. Building Relationship with Nonprofit Partners: Nonprofit organizations in San Diego have gravitated to the craft beer culture to engage members, build followers, and hold special events. Potential partners could include:

- **San Diego Brewers Guild** – Cross promotions for transit/San Diego breweries (i.e. distribution of special transit maps at 150 different San Diego breweries)
- **El Cajon Blvd Business Improvement District** - hold special events or partnership opportunities that combine craft beer with food/beverage tours
- **Voice of San Diego** – Brews and News
- **Circulate San Diego** – Transit/brewery tours

Opportunities

4. Advertising Revenue: Policy revisions would help MTS grow non-fare revenue and help reduce \$51 million structural budget deficit.

Projected ad revenue from revised policy:

- \$385,000-\$770,000 annually
 - Buses and Trolleys: \$170,000-\$340,000
 - Shelters and Digital Shelters included in City of SD: \$215,000-\$430,000

Peer Review – RTD (Denver)

RTD (Denver): [Advertising policy page](#) has no mention of alcohol under prohibited content or subject matter. It does explicitly mention tobacco/nicotine/cannabis as prohibited.



Peer Review – TriMet (Portland)

TriMet (Portland): [Advertising policy](#) has no mention of alcohol under prohibited content.



Peer Review – Metro Transit (Minn.)

Advertising Standards excluded advertising includes political candidates or elections, tobacco products, alcohol advertising without a responsible drinking message, or illegal products or services, to give some examples.



Peer Review – Utah Transit Authority

[Advertising policy](#) - The agency will not allow advertising on Authority vehicles, electronic media, or transit facilities that:
Promotes alcohol in a manner inconsistent with federal and state law



Milwaukee – Hops & Stops Promotion



BART Blog/Beer by BART



Try Thai, picnic spots or burritos

All Stations

List View

Go



SHARE

Cheers! BARTable breweries to try today

According to the California Craft Brewers Association, California is the birthplace of the craft beer movement, so it's no wonder that the Bay Area has an abundance of craft brewers creating cutting edge flavor profiles, experimenting with traditional European styles, and designing taprooms that are welcoming, kid-friendly, and food-focused. Many are located near BART stations, providing a transit-friendly solution for exploring some new brews.

Trending

BART updates related to the coronavirus (COVID-19)
 #virtuallyBARTable | Meet the creator behind LEGO BART Train
 From trash to treasure: East Bay Depot for Creative Reuse
 More banh mi for you and me

BART expanding Clipper-only sales at stations systemwide through 2020



Upcoming track work June 6-7: buses to replace trains between Rockridge and Lafayette



Beer To The People- New Regs By CA Department Of Alcoholic Beverage Control (ABC)

Bay Area Brewers Join The Craft Beer Tribes At The Great American Beer Festival 2019

Sierra Nevada's OG System: on the Road from GABF to SF Beer Week

Scout your BART adventure on the destination page!

Beer by BART, Alphabetical

Destinations

- 21st Amendment (San Leandro)
- 21st Amendment Pub (Montgomery)
- 47 Hills Brewing Co (San Bruno)
- Alamo Drafthouse (Bear vs. Bull) (24th St SF)
- Albany Taproom (El Cerrito Plaza)
- Ale Industries (Fruitvale)
- Amnesia (16th or 24th St SF) (CLOSED 2/29/20)
- Anchor and Hope Fish House (Montgomery)
- Ave Bar, The (Balboa Park)
- Bare Bottle Brewing Co. (24th St SF)

Bay Brewers Claim Awards at Inaugural California Craft Brewers Cup

Amburana Wood: Flavors from Brazil Reach the San Francisco Bay

Anchor Brewing Employees Vote To Unionize

Older posts



MARTA Bus Shelter - Atlanta



Denver RTD “Freeze the Keys” Promotion

← Tweet



Freeze the Keys with .@coorslight and RTD. Ring in the new year with a free ride on any RTD vehicle while you celebrate on New Year's Eve! Free rides from 7pm on 12/31 through 7am on 1/1. See details at bit.ly/2AVZHxC



Minneapolis

EAT & DRINK

Follow this light-rail beer crawl along the Green Line, from Minneapolis to St. Paul

Grab a brew at any — or many — of these 19 taprooms along the Green Line.

By Michael Agnew Special to the Star Tribune | JULY 23, 2019 — 10:21AM

GALLERY GRID

< 6/7 >



LEILA NAVIDI — STAR TRIBUNE

MINNEAPOLIS



AC Transit (Oakland)/Line 51 Partnership

SFGATE

NEWS

SPORTS

LOCAL

CULTURE

COMMUTING

FOOD + DRINK

Line 51 brewery opens in Oakland with a transit-inspired surprise in store for customers

By Dianne de Guzman, SFGATE Updated 6:05 pm PST, Friday, February 7, 2020



Photo: Douglas Zimmerman/SFGate.com



IMAGE 1 OF 30

[Buy Photo](#)

An authentic AC Transit bus is the most prominent feature of the Line 51 Brewery and Tasting Room, The Terminal, near Jack London Square, during their soft opening in Oakland, Calif., on Feb. 6, 2020.

Line 51 Brewing Company's tie to AC Transit is certainly apparent in its name, but the brewery's appreciation for public transportation takes on new heights with the soft opening of this Oakland brewery.

Ideas for Promotional Activities

- Free rides on New Year's Eve or other days (Fourth of July, Veteran's Day, etc.)
- Partner with companies offering weekend Trolley and craft beer and food tours
- Co-marketing partnership for community events such as West Coast Taco & Beer Festival
- Marketing partnership with the San Diego Brewers Guild to showcase transit near craft beer tasting rooms
- Karl Strauss Red Trolley Ale cross-promotion

Recommended Action

That the MTS Board of Directors:

1. Approve the proposed revisions to MTS Board Policy No. 21 “MTS Revenue-Generating Display Advertising, Concessions, and Merchandise” (Attachment A) to remove the alcohol advertising prohibition on transit vehicles, trolley stations and transit centers; and
2. Direct staff to work with City of San Diego on amendments to applicable policies to allow alcohol advertising on bus shelters and benches within the City of San Diego.



Agenda Item No. 23

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 2023

SUBJECT:

San Ysidro Transit Center Improvements Project Update (Denis Desmond, Beverly Neff)

INFORMATION ONLY

Budget Impact

None at this time.

DISCUSSION:

The San Ysidro Transit Center (SYTC) is a critical MTS transportation hub serving one of the region's historically and culturally significant communities, one of the world's busiest land border crossings, and a dynamic segment of the binational population that live, work, and play on either side of the U.S.-Mexico border. The SYTC is the busiest origin-destination station in the MTS network that is served by public and privately operated services, including the Trolley, MTS buses, private commercial buses, jitneys, and taxis. Prior to COVID-19, the adjacent San Ysidro Land Port of Entry (LPOE) facilitated a daily average of over 100,000 northbound travelers—nearly 30,000 of which crossed as pedestrians. On a typical weekday, more than 14,400 passengers boarded either an MTS bus or Trolley at the SYTC.

Despite serving as an anchor for the regional transportation system and major hub for domestic and international travel, movement to and from the SYTC is impeded by pedestrian and vehicular conflicts, circuitous ingress and egress, and physical constraints limiting connectivity for bus and rail service as well as other challenges. These issues exist against a backdrop of frequent long border crossing delays that exacerbates economic and air-quality impacts felt locally, regionally, and nationally in both the U.S. and Mexico. Recent expansion and modernization of the San Ysidro LPOE significantly increased capacity for personal travel – urging investment in multimodal facilities serving the border via SYTC and the surrounding area.



The San Ysidro Transit Center Improvements Project will identify and develop solutions for improvement of the SYTC and prime the site for future reconfiguration and upgrades. The goals of the project include improving pedestrian safety and connectivity, increasing capacity for Blue Line Trolley service, and optimizing the use of available space at the SYTC. The project is currently in the planning phase with MTS and SANDAG closely coordinating, including the creation of a Project Development Team (PDT) comprised of staffs representing MTS, City of San Diego, Caltrans, SANDAG, and a consultant team.

The current phase of the project includes:

- planning and conceptual engineering activities to assess existing conditions and coordination of the multimodal system;
- identifying a suite of improvements (preferred solution) that address the project's goals;
- determining environmental analysis and permitting requirements;
- estimating necessary capital outlay and support costs; and
- developing an environmental clearance strategy to prepare and expedite the preferred solution through subsequent environmental, engineering, and design phases.

Staff will provide an update on these efforts and the roadmap for the project going forward.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

San Ysidro Transit Center Improvements Project

Challenges Impacting San Ysidro

- Constrained footprint limits capacity and impairs circulation for transit and other modes
- Various conflict points where pedestrians, vehicles, and transit modes converge impact pedestrian connectivity and safety
- Configuration of the space leads to confusion and is not optimized for user experience



Approach to Solutions

Objective: Improve the existing San Ysidro Transit Center through near-term measures that enhance:

- Pedestrian connectivity and safety
- Capacity for transit and the multimodal network serving the station
- User experience via optimizing the Transit Center plaza space and showcasing potential Mobility Hub features

Tentative Project Timeline:

Planning: Ongoing
(anticipated completion summer 2023)

Environmental: 2023-2024

Design: 2024

Construction: 2025 +

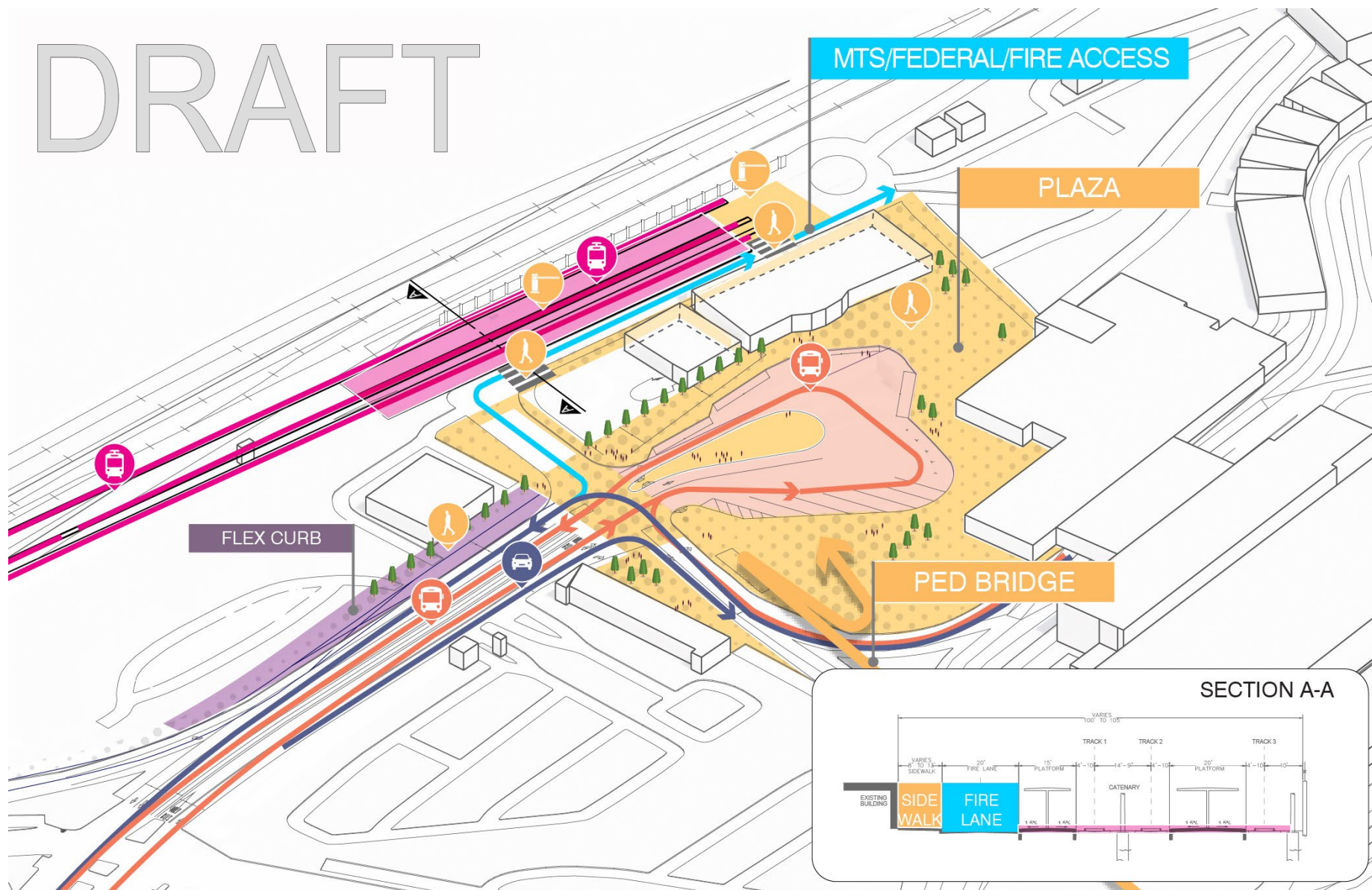
Project Development Team:



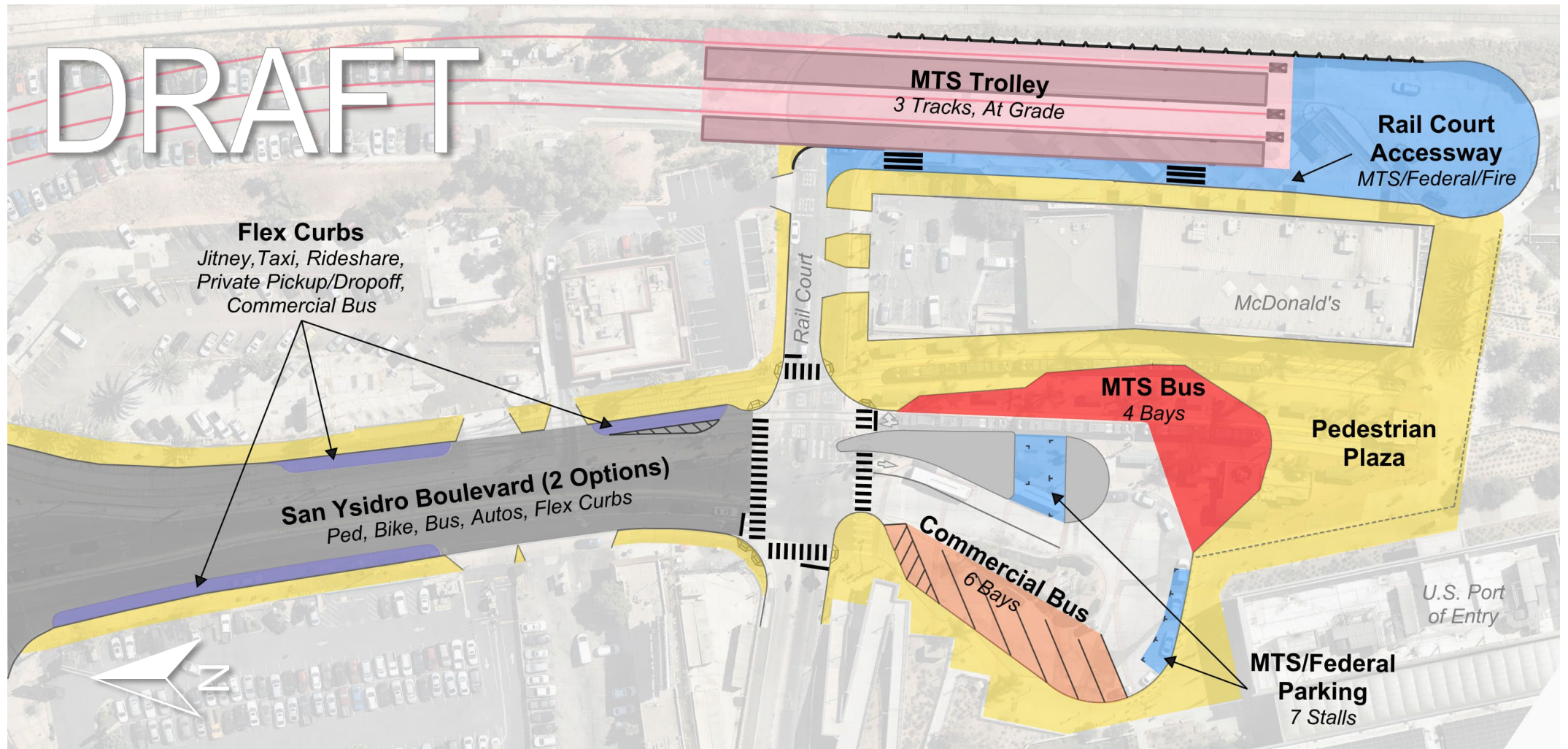
Concept A:

LRT East At-Grade

DRAFT

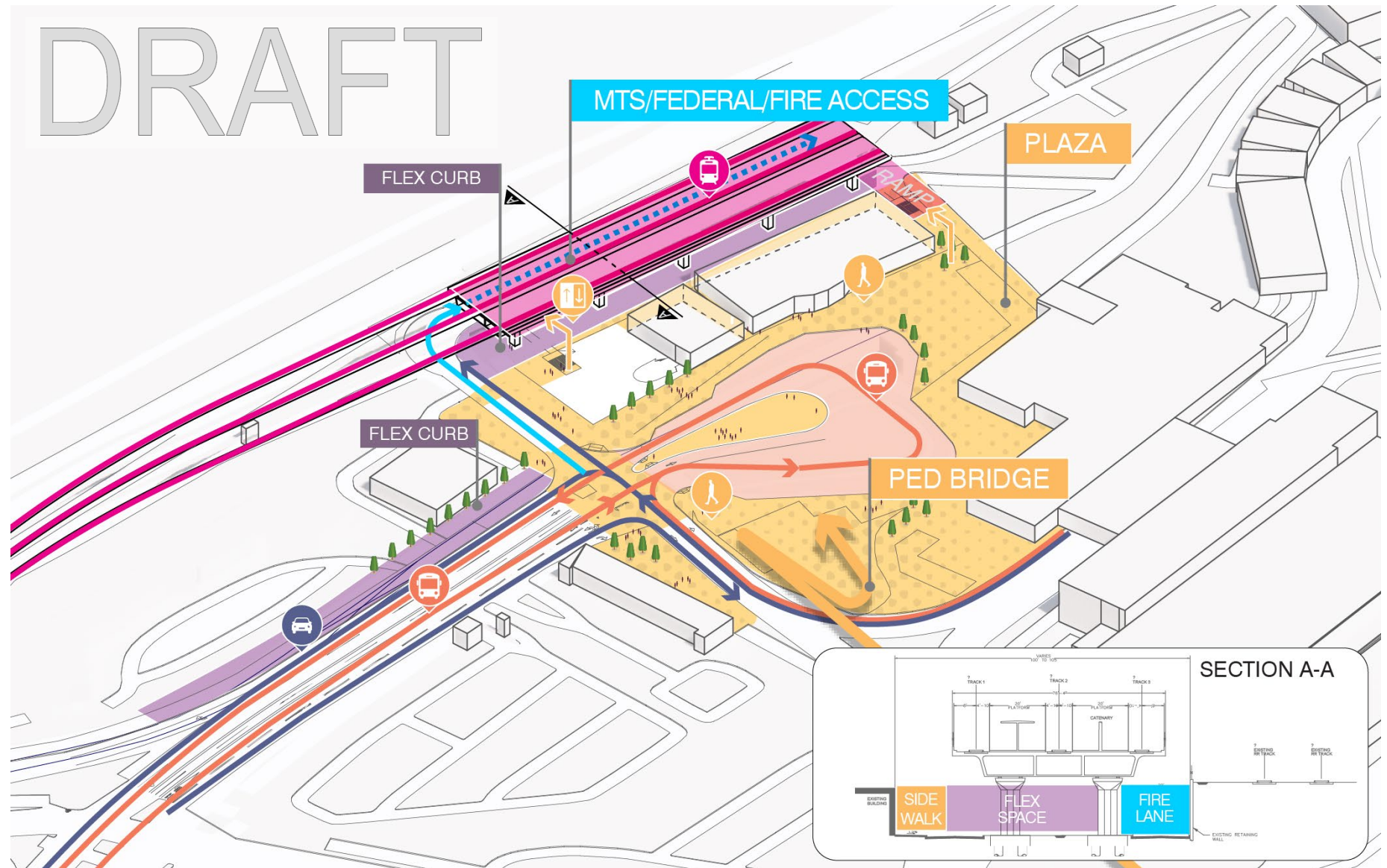


Concept A: LRT East At-Grade

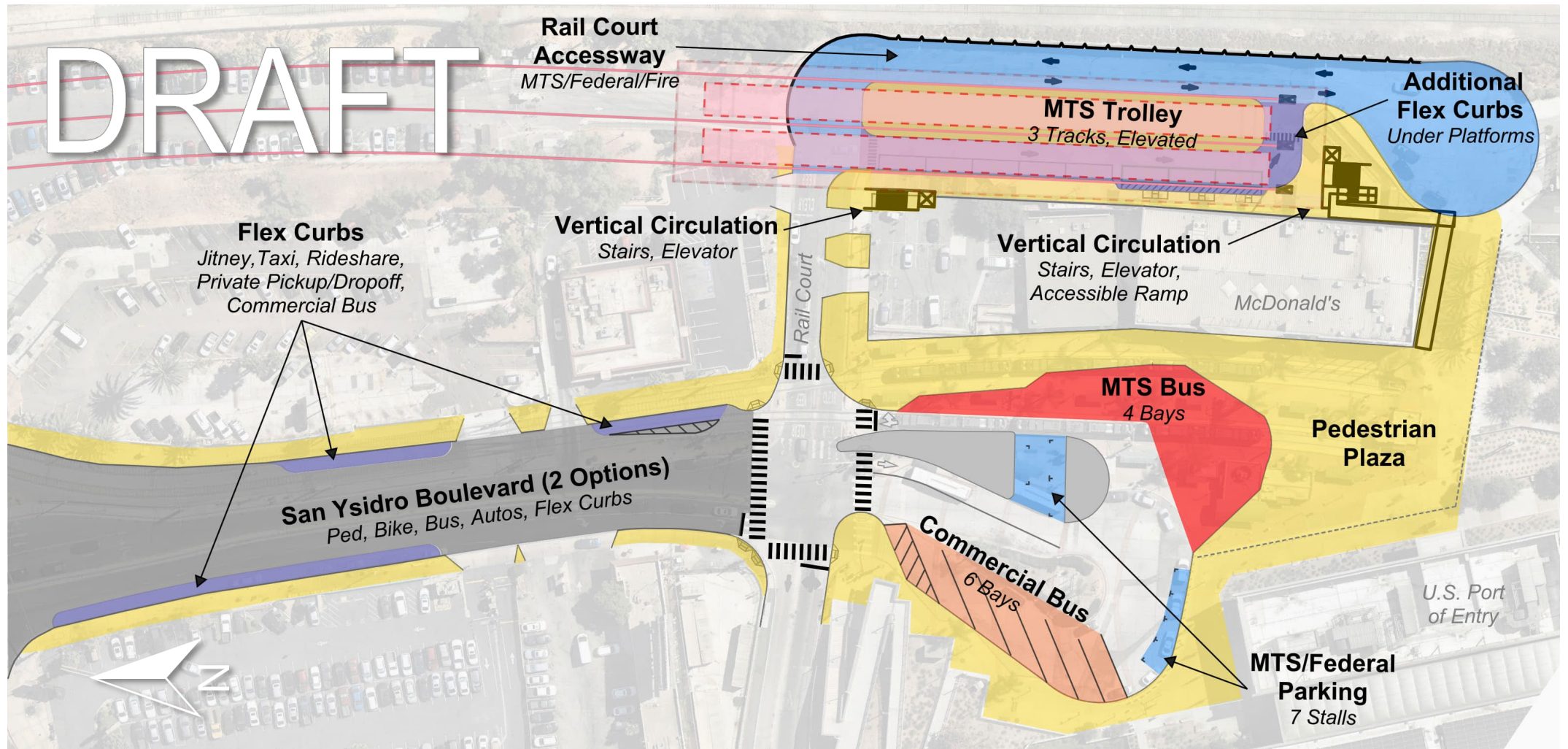


Concept B:

LRT East Elevated

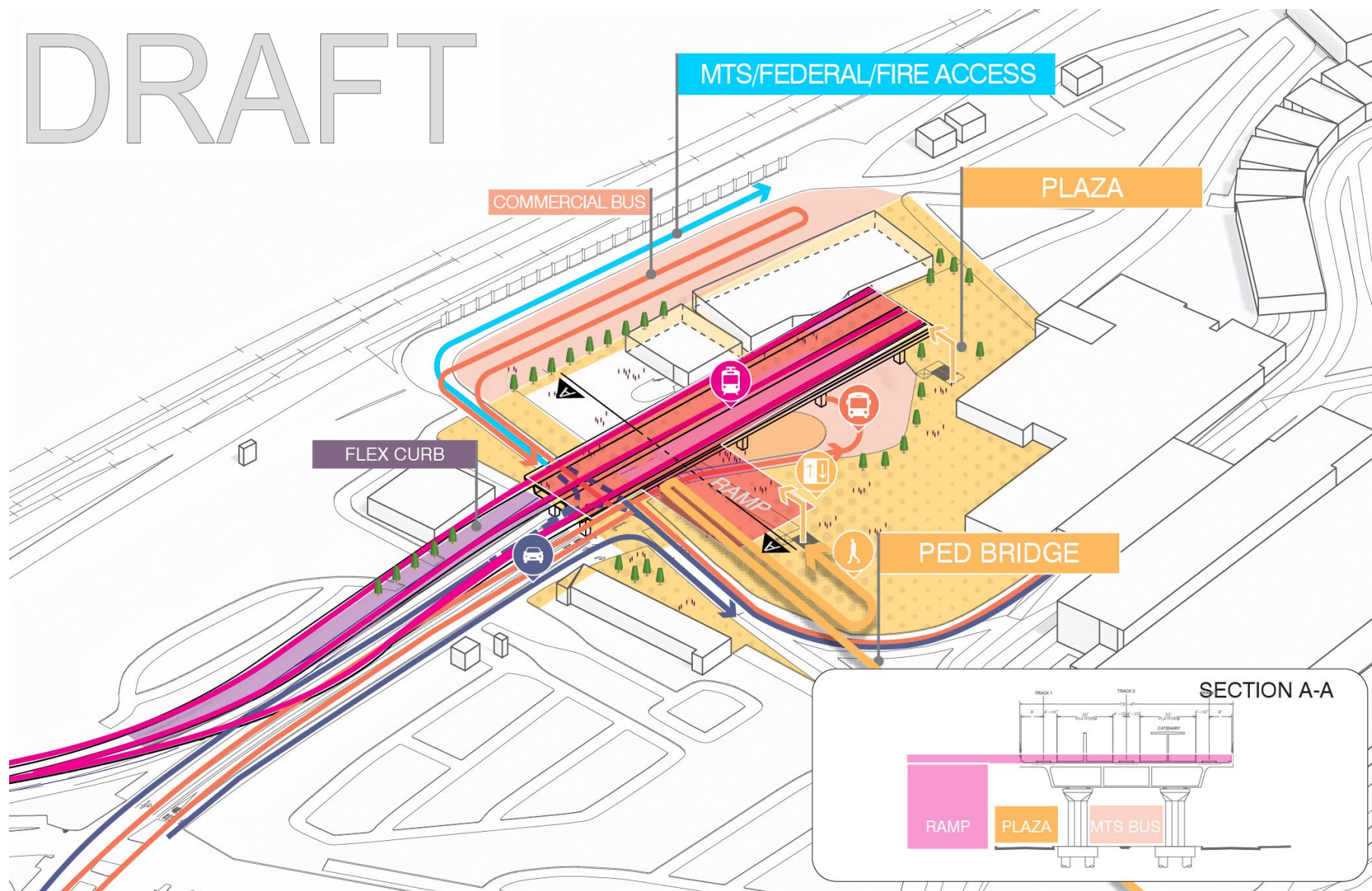


Concept B: LRT East Elevated

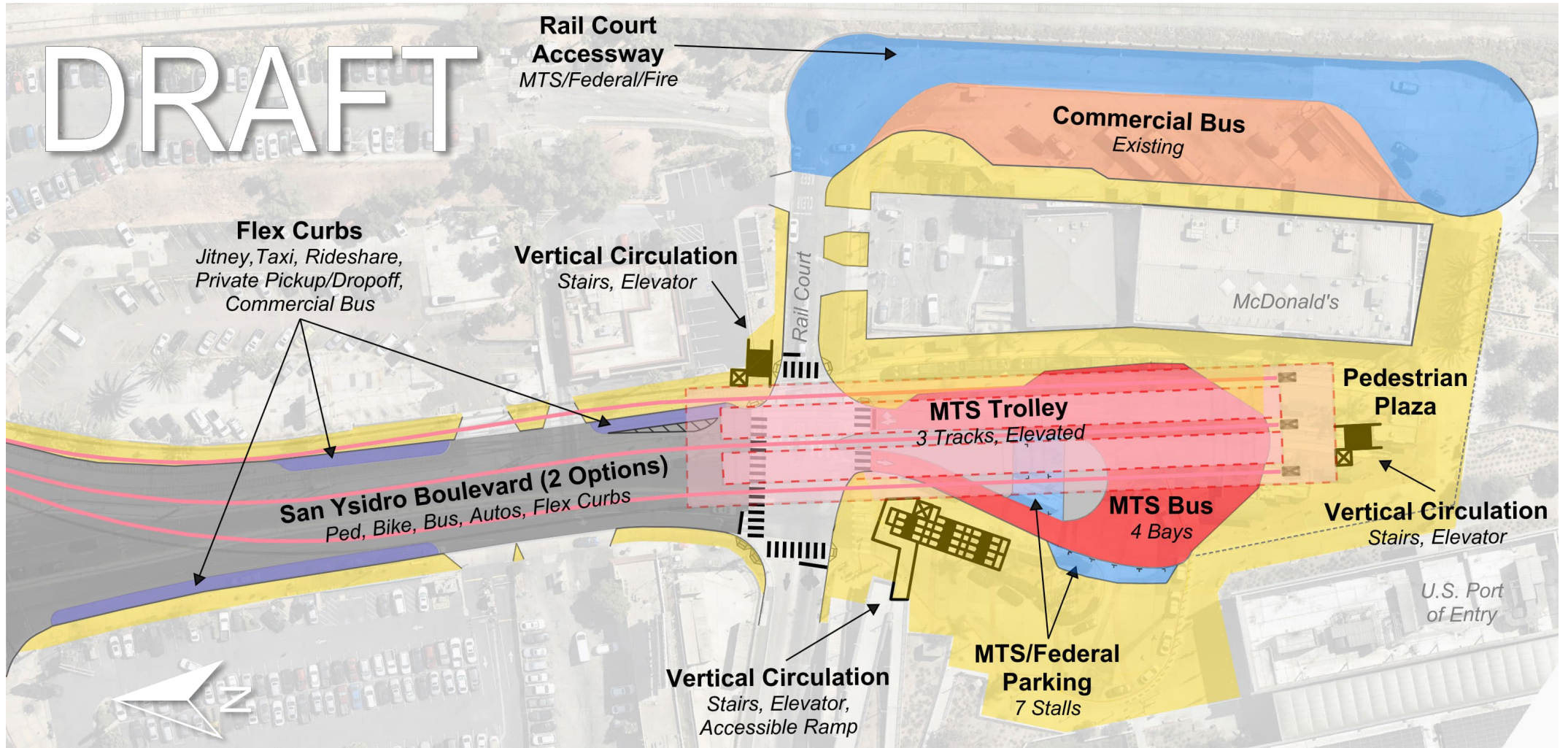


Concept C: LRT West Elevated

DRAFT

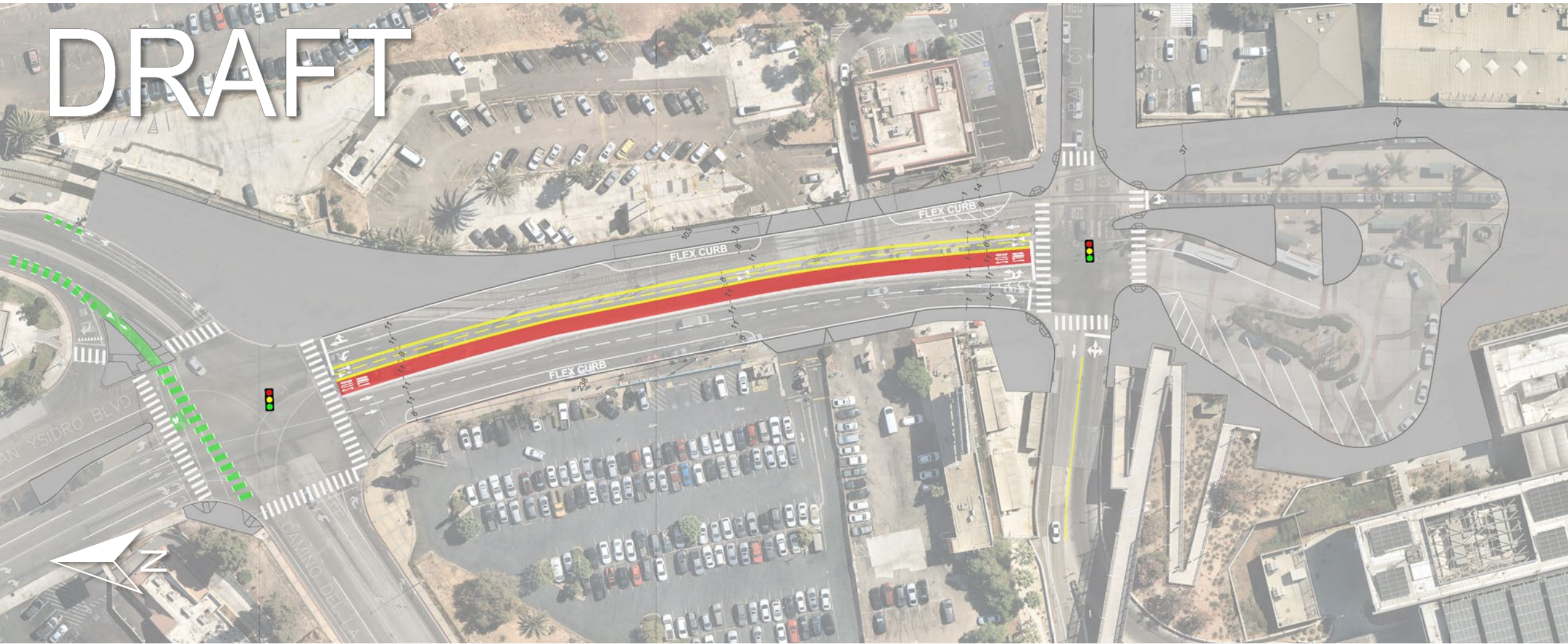


Concept C: LRT West Elevated



San Ysidro Blvd Concept: SB Bus Only Lane + Center Running Bike Lane

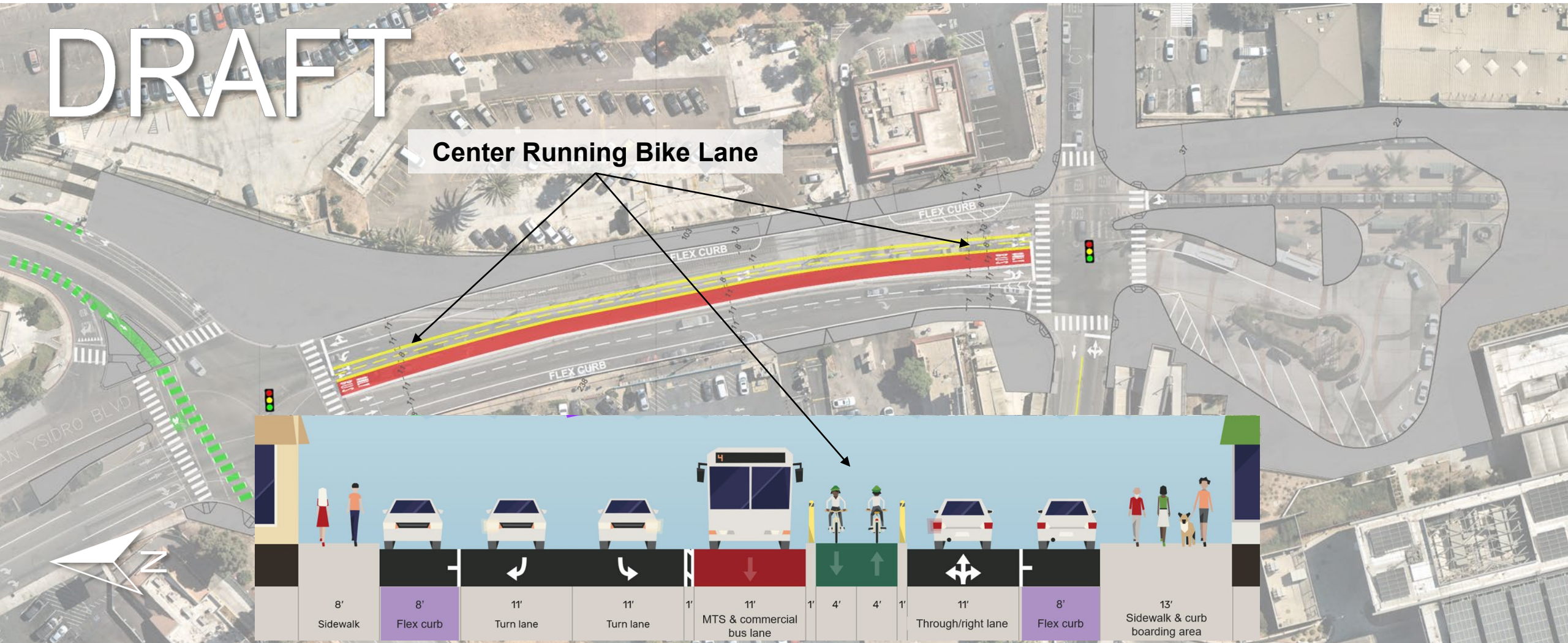
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San Ysidro Blvd Concept: SB Bus Only Lane + Center Running Bike Lane

DRAFT

Center Running Bike Lane

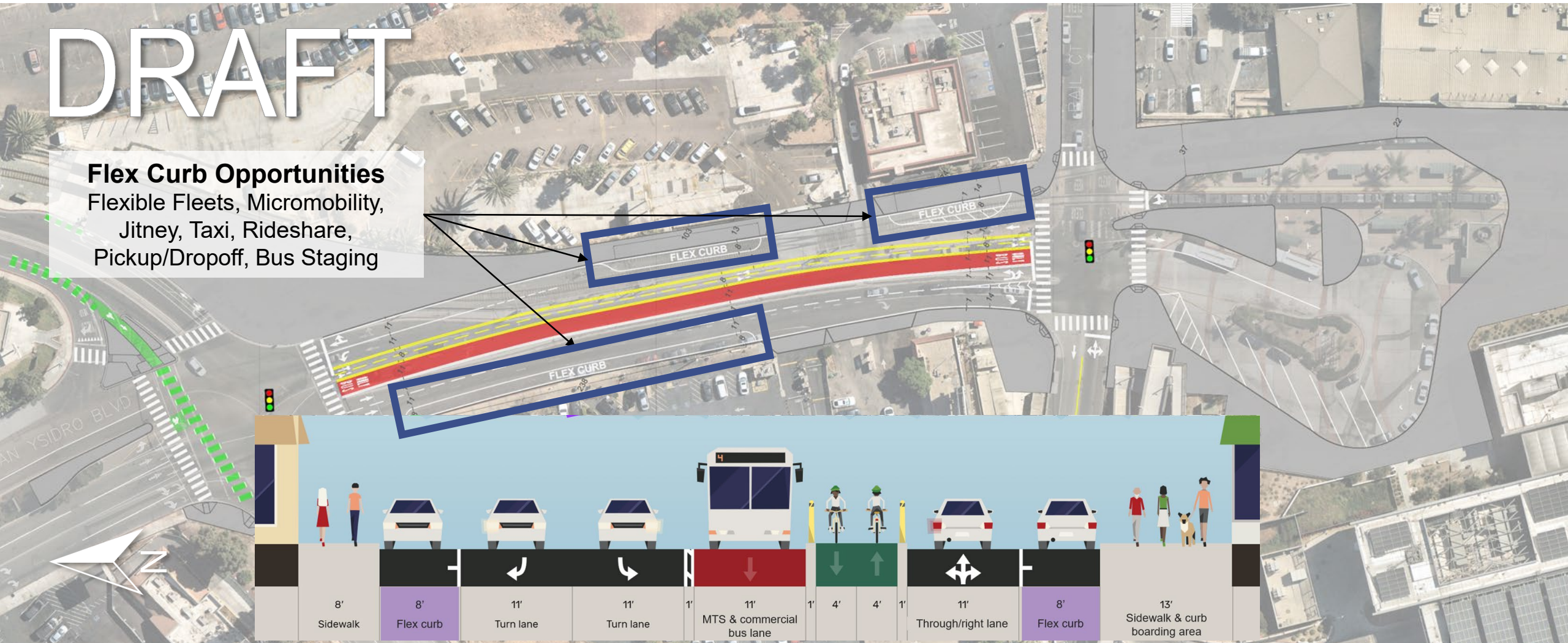


San Ysidro Blvd Concept: SB Bus Only Lane + Center Running Bike Lane

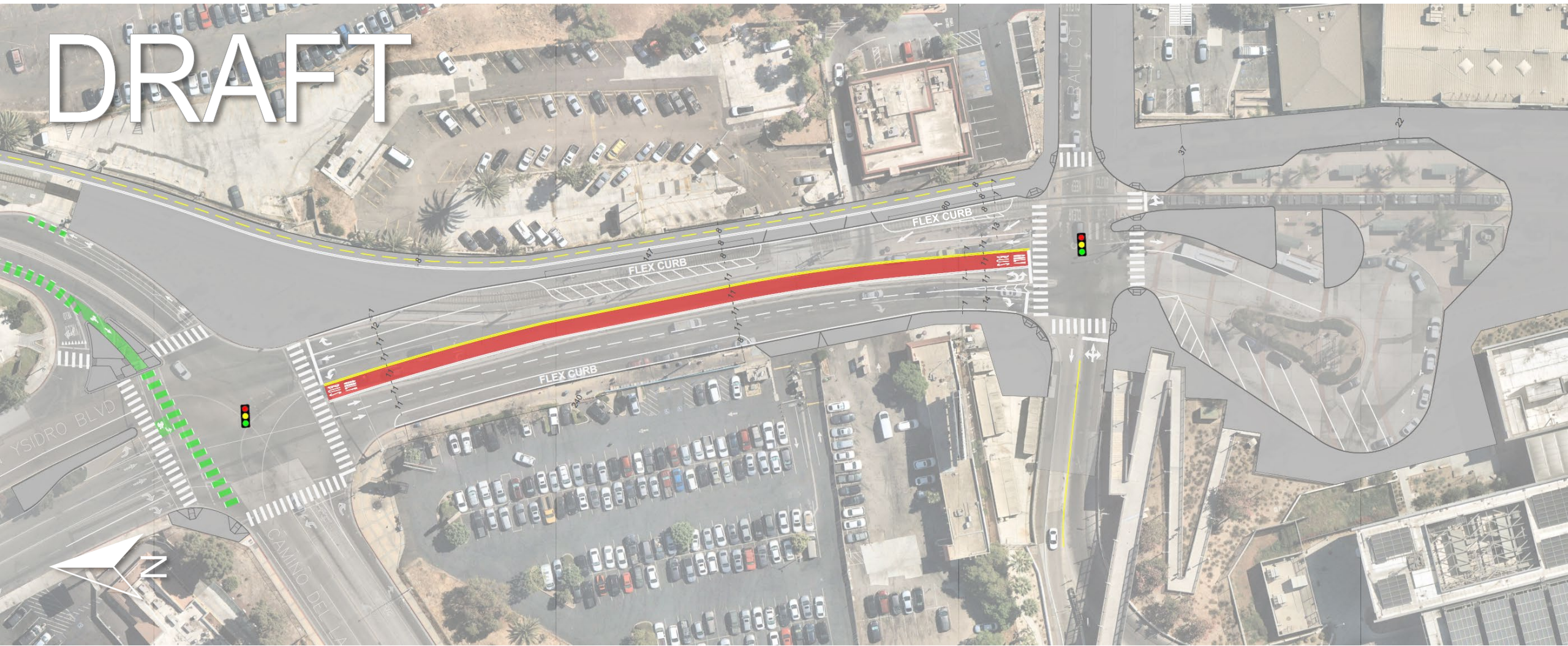
DRAFT

Flex Curb Opportunities

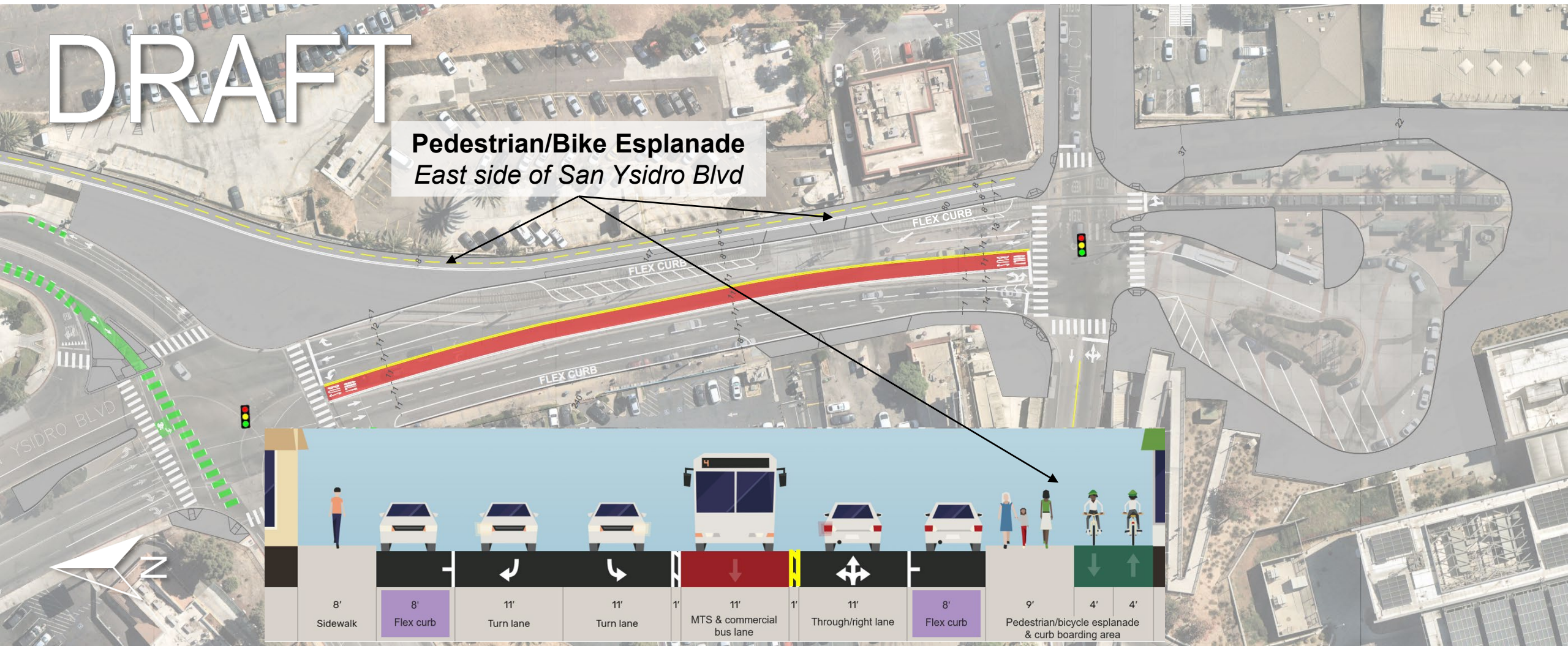
Flexible Fleets, Micromobility,
Jitney, Taxi, Rideshare,
Pickup/Dropoff, Bus Staging



San Ysidro Blvd Concept: SB Bus Only Lane + East Ped/Bike Esplanade



San Ysidro Blvd Concept: SB Bus Only Lane + East Ped/Bike Esplanade

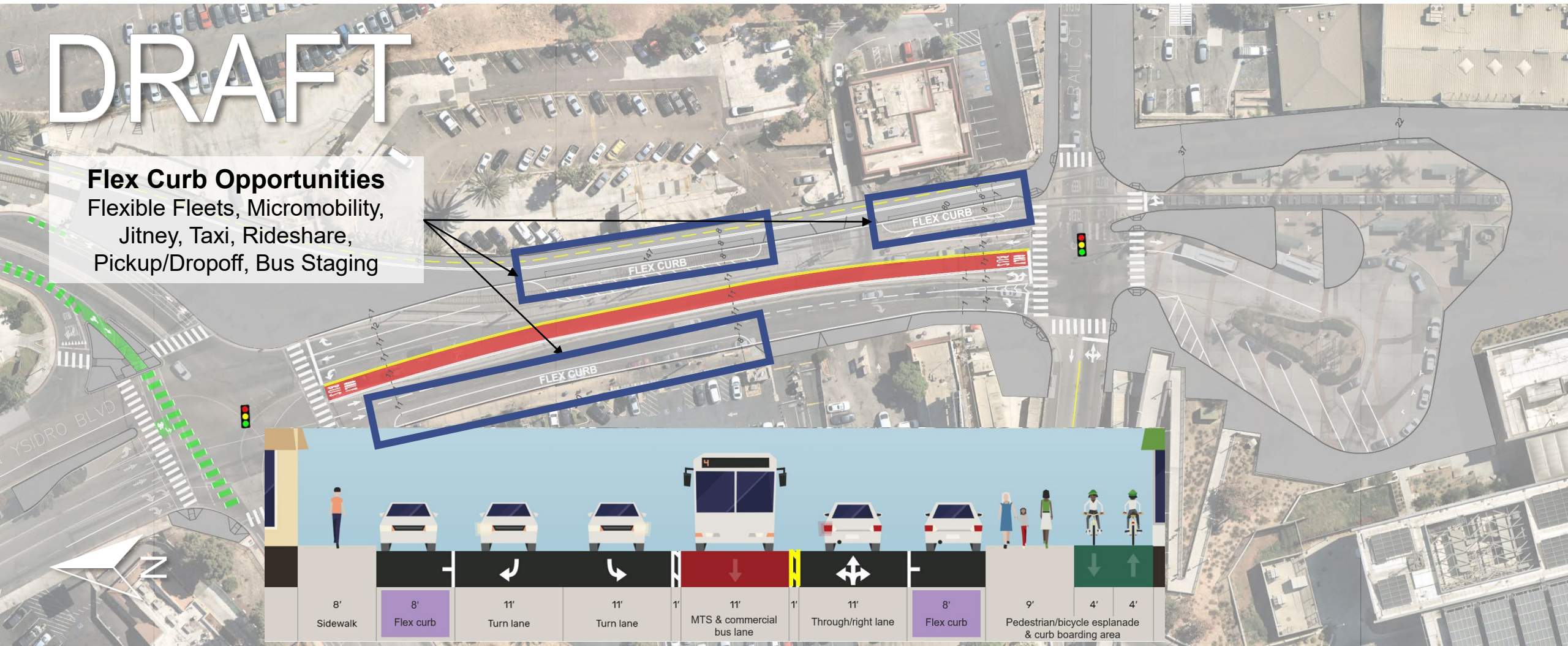


San Ysidro Blvd Concept: SB Bus Only Lane + East Ped/Bike Esplanade

DRAFT

Flex Curb Opportunities

Flexible Fleets, Micromobility,
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Pickup/Dropoff, Bus Staging

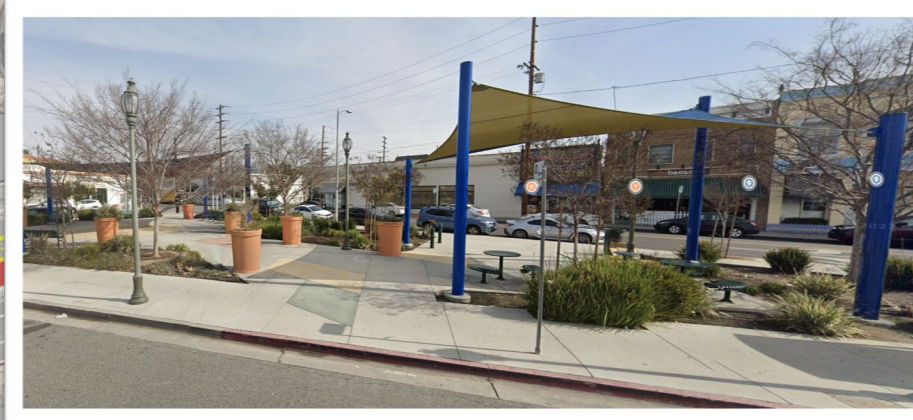


San Ysidro Blvd Concept: Opportunity for SY Blvd Plaza Space

DRAFT

Amenities could include seating, shade, lighting, vending, public art, gateway features

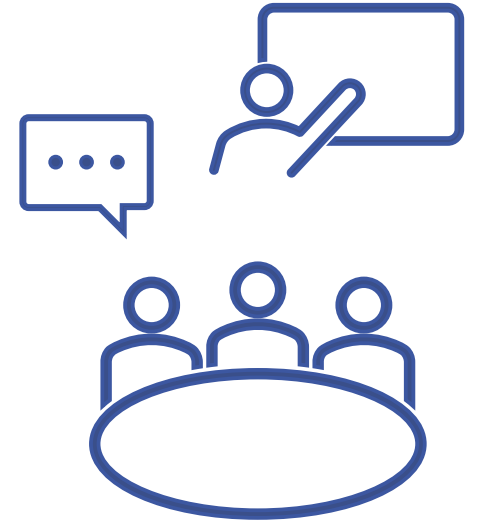
Opportunity for Public Plaza



Stakeholder and Community Outreach

Presentations & briefings conducted to-date:

Date	Stakeholder
3/29/2022	U.S. General Services Administration (GSA) U.S. Customs and Border Protection (CBP)
5/16/2022	San Ysidro Community Planning Group (SYCPG)
5/18/2022	San Diego Police Department (SDPD)
7/12/2022	Border Transportation Council (BTC)
8/5/2022	U.S. General Services Administration (GSA) U.S. Customs and Border Protection (CBP)
8/26/2022	Casa Familiar
9/6/2022	SANDAG Committee on Binational Regional Opportunities (COBRO)
9/13/2022	MTS For-hire Vehicle Admin and Transit Security
9/15/2022	BriceHouse Inc.
10/11/2022	Border Transportation Council (BTC)
10/17/2022	San Ysidro Community Planning Group (SYCPG)
10/19/2022	Councilmember Vivian Moreno's Office
10/20/2022	Supervisor Nora Vargas' Office
11/10/2022	SANDAG Mobility Working Group
11/17/2022	Border Fusion Institute
11/18/2022	SANDAG Borders Committee
11/29/2022	U.S. General Services Administration (GSA) U.S. Customs and Border Protection (CBP)
1/26/2023	SANDAG Social Equity Working Group
2/7/2023	SANDAG Committee on Binational Regional Opportunities (COBRO)
2/21/2023	Casa Familiar
3/2/2023	J&M International
3/15/2023	Barob Group
3/17/2023	SANDAG Transportation Committee
4/7/2023	SANDAG Regional Planning Committee
4/11/2023	Border Transportation Council (BTC)
4/12/2023	San Ysidro Community Planning Group (SYCPG)
4/28/2023	SANDAG Borders Committee
5/4/2023	BriceHouse Inc.
5/9/2023	Border Transportation Council (BTC)
5/22/2023	San Diego Transportation Equity Working Group
5/23/2023	U.S. General Services Administration (GSA) U.S. Customs and Border Protection (CBP)



Stakeholder and Community Outreach

San Ysidro Transit Center User Experience Survey:

- Online survey open from to March 7 to April 4, 2023
- Survey QR code posted at several points around the transit center and promoted online
- Received 230 total responses



77% of all respondents use some form of public transit to get to or depart from SYTC

28% of all respondents said they feel less than confident navigating SYTC, however, that number jumps to 43% for non-Trolley users

When asked to prioritize station elements in order of importance...



62% ranked

Access to MTS Trolley service

As their first answer



9% ranked

Access to MTS Transit Bus service

As their first answer



7% ranked

Access to bathrooms

As their first answer



7% ranked

Station and waiting area amenities
(e.g., benches, shading, lighting, ADA ramps, etc.)

As their first answer

Questions?



Agenda Item No. 24

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 15, 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 \$150,000) for the period May 11, 2023 – June 6, 2023.

CEO TRAVEL REPORT (since last Board meeting)

May 15-16	California Transit Association Executive Committee Meeting and Spring Legislative Conference	Sacramento, CA
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BOARD MEMBER TRAVEL REPORT (since last Board meeting)

N/A



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
G1680.5-14	SAP	PRICE INCREASE	\$12,579.39	5/11/2023
G2640.3-22	GRSM	ADDITIONAL FUNDS	\$150,000.00	5/17/2023
PWG347.0-22JOC3476.1	ABCGC	CCO06.01 NO COST TIME EXT	\$98,446.09	5/22/2023
PWL341.1-22	SHIMMICK CON CO	ECTC CCO1	\$106,969.23	5/22/2023
PWG330.3-21	ACM	EX OY 2 & ADD FUNDS	\$148,456.22	5/22/2023
PWL356.0-22WOAE06.01	PRE	ADD SURVEY LOCATIONS	\$25,250.30	5/26/2023
PWL358.0-22WOAAE21	CL SURVEYING & MAPPING	SWEETWATER TPSS	\$8,534.16	6/6/2023

REVENUE CONTRACTS AND MOUs				
Doc #	Organization	Subject	Amount	Day
S200-23-818	RAMONA PAVING	65TH & IMPERIAL	\$1,041.45	5/12/2023
S200-23-816	JD CONSTRUCTION	ROE MARSHALL PIPE REPAIR	\$969.16	5/12/2023
G0930.17-04.106.1	SANDAG	5000710 SOW 106.1	\$122,466.00	5/16/2023
G0930.17-04.107	SANDAG	500710 SOW 107	\$50,000.00	5/16/2023
B0757.0-23	SANTA CRUZ METRO	BUS SALE	\$90,000.00	5/22/2023
G2754.0-23	SDF	IMT EXCLUSIVE NEGOTISTION AGREEMENT	\$25,000.00	5/23/2023
S200-23-819	WEST COAST GENERAL	LEASE OF PALOMAR EXCESS	\$58,400.00	5/26/2023
L1641.0-23	CERTOPRO PAINTERS	ROE 444 W C ST BLDG	\$1,041.45	5/26/2023
G2745.0-23	HP COMM	255.5-0423 JROE FIBER INSTALL GENESEE AVE	\$750.00	5/26/2023
S200-23-812	NAVY	MWRD BRIDGE RUN 2023	\$750.00	5/26/2023
S200-23-817	ORION CON	ROE 32 ST POTHOLING	\$969.16	5/31/2023
L5855.0-23	COMPETITOR GROUP	ROCK N ROLL M 23 263.10-267.30-0523 JROE	\$750.00	5/31/2023
S200-23-806.	LIFE SPORTS	GRAN FONDO BIKE EVENT 2023	\$750.00	5/31/2023
L1644.0-23	CABRILLO	JROE AFC MARATHON 2023	\$750.00	6/1/2023

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002385	5/11/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 88.06	-	-
4400002386	5/11/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 439.80	-	-
4400002387	5/11/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 198.26	-	-
4400002388	5/11/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 77.47	-	-
4400002389	5/15/2023	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$ 2,746.98	-	-
4400002390	5/16/2023	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 53.33	-	-
4400002391	5/17/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 571.59	-	-
4400002392	5/17/2023	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 167.94	-	-
4400002393	5/19/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 378.69	-	-
4400002394	5/19/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 61.33	-	-
4400002395	5/19/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 54.75	-	-
4400002396	5/19/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 147.21	-	-
4400002397	5/22/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 385.55	-	-
4400002398	5/23/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 371.72	-	-
4400002399	5/23/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 229.65	-	-
4400002400	5/23/2023	Mcmaster-Carr Supply Co		G190-SAFETY/MED SUPPLIES	\$ 158.56	-	-
4400002401	5/23/2023	W.W. Grainger Inc		G150-FASTENERS	\$ 214.43	-	-
4400002402	5/24/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 2,707.98	-	-
4400002403	5/24/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 226.98	-	-
4400002404	5/25/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 428.49	-	-
4400002405	5/25/2023	W.W. Grainger Inc		G200-OFFICE SUPPLIES	\$ 175.17	-	-
4400002406	5/25/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 62.33	-	-
4400002407	5/26/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 61.36	-	-
4400002408	5/31/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 320.51	-	-
4400002409	5/31/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 1,723.91	-	-
4400002410	5/31/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 33.37	-	-
4400002411	5/31/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 316.77	-	-
4400002412	6/1/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 14.91	-	-
4400002413	6/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 364.77	-	-
4400002414	6/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 80.31	-	-
4400002415	6/1/2023	Mcmaster-Carr Supply Co		M140-WAYSIDE SIGNALS	\$ 361.67	-	-
4400002416	6/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 123.83	-	-
4400002417	6/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 62.16	-	-
4400002418	6/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 172.88	-	-
4400002419	6/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 64.46	-	-
4400002420	6/2/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 45.44	-	-
4400002421	6/5/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 119.27	-	-
4400002422	6/6/2023	W.W. Grainger Inc		G150-FASTENERS	\$ 1,852.61	-	-
4400002423	6/6/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 63.75	-	-
4500054226	5/11/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 226.34	-	-
4500054227	5/11/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 15.07	-	-
4500054228	5/11/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,439.42	-	-
4500054229	5/11/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 1,397.82	-	-
4500054230	5/11/2023	National Business Furniture LLC		P480-EE MAINTENANCE	\$ 3,736.57	-	-
4500054231	5/11/2023	Transit Holdings Inc		B130-BUS BODY	\$ 674.52	-	-
4500054232	5/11/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 249.34	-	-
4500054233	5/11/2023	Schunk Carbon Technology LLC		G170-LUBRICANTS	\$ 388.41	-	-
4500054234	5/11/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 43.61	-	-
4500054235	5/11/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,696.24	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054236	5/11/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 20,376.00	-	-
4500054237	5/11/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 24,816.00	-	-
4500054238	5/11/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 32,174.37	-	-
4500054239	5/11/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,427.85	-	-
4500054240	5/11/2023	Compressed Air Systems		F110-SHOP/BLDG MACHINERY	\$ 207.96	-	-
4500054241	5/11/2023	Sportworks Global LLC		B130-BUS BODY	\$ 120.34	-	-
4500054242	5/11/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 186.72	-	-
4500054243	5/11/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 561.35	-	-
4500054244	5/11/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 522.15	-	-
4500054245	5/11/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,749.00	-	-
4500054246	5/11/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 742.80	-	-
4500054247	5/11/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 159.60	-	-
4500054248	5/11/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 236.58	-	-
4500054249	5/11/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,978.72	-	-
4500054250	5/11/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 330.02	-	-
4500054251	5/11/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 396.88	-	-
4500054252	5/11/2023	W.W. Grainger Inc		M180-STATION ELECTRICAL	\$ 1,545.09	-	-
4500054253	5/11/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,381.16	-	-
4500054254	5/11/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500054255	5/11/2023	Motion Industries, Inc.		B250-BUS REPAIR PARTS	\$ 660.17	-	-
4500054256	5/11/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 792.48	-	-
4500054257	5/11/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 81.35	-	-
4500054258	5/11/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 20,379.52	-	-
4500054260	5/11/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 246.05	-	-
4500054261	5/11/2023	TK Services Inc		B120-BUS MECHANICAL PARTS	\$ 31.14	-	-
4500054262	5/11/2023	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	\$ 296.18	-	-
4500054263	5/11/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 564.71	-	-
4500054264	5/11/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 204.70	-	-
4500054265	5/11/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 104.74	-	-
4500054266	5/11/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 234.47	-	-
4500054267	5/11/2023	Genuine Parts Co		B250-BUS REPAIR PARTS	\$ 109.87	-	-
4500054268	5/11/2023	Gillig LLC		B130-BUS BODY	\$ 1,550.32	-	-
4500054269	5/11/2023	LinguaLinx Language Solutions, Inc.		P310-ADVERTISING SERVICES	\$ 114.74	-	-
4500054270	5/12/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,886.35	-	-
4500054271	5/12/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 801.96	-	-
4500054272	5/12/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 58.94	-	-
4500054273	5/12/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,108.37	-	-
4500054274	5/12/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,833.30	-	-
4500054275	5/12/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 407.30	-	-
4500054276	5/12/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 249.90	-	-
4500054277	5/12/2023	Compressed Air Systems		F110-SHOP/BLDG MACHINERY	\$ 364.20	-	-
4500054278	5/12/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 48.28	-	-
4500054279	5/12/2023	W.W. Grainger Inc		G170-LUBRICANTS	\$ 562.12	-	-
4500054280	5/12/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 4,646.79	-	-
4500054281	5/12/2023	Transit Holdings Inc		B130-BUS BODY	\$ 3,292.07	-	-
4500054282	5/12/2023	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$ 10,999.12	-	-
4500054283	5/12/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 273.58	-	-
4500054284	5/12/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 2,311.67	-	-
4500054285	5/12/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,014.29	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054286	5/12/2023	Aymar Industries, LLC.		R140-RAIL/LRV DOORS/RAMP	\$ 2,744.50	-	-
4500054287	5/12/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 494.73	-	-
4500054288	5/12/2023	Laird Plastics, Inc		M180-STATION ELECTRICAL	\$ 322.45	-	-
4500054289	5/12/2023	OneSource Distributors, LLC		G190-SAFETY/MED SUPPLIES	\$ 402.99	-	-
4500054290	5/12/2023	Charter Industrial Supply Inc	Small Business	B140-BUS CHASSIS	\$ 560.11	-	-
4500054291	5/12/2023	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 64.49	-	-
4500054292	5/12/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 41.06	-	-
4500054293	5/12/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 536.60	-	-
4500054294	5/12/2023	NMS Management Inc	DBE	P120-BLDG/FACILITY REPRS	\$ 1,779.12	-	-
4500054295	5/12/2023	Antonio's Metal Works, Inc.		P120-BLDG/FACILITY REPRS	\$ 3,986.75	-	-
4500054296	5/12/2023	Laird Plastics, Inc		P280-GENERAL SVC AGRMNTS	\$ 189.47	-	-
4500054297	5/12/2023	JKL Cleaning Systems	Small Business	F200-TANK EQUIPMENT	\$ 707.90	-	-
4500054298	5/12/2023	Altec Industries Inc		P210-NON-REV VEH REPAIRS	\$ 1,164.78	-	-
4500054299	5/12/2023	B.C. Inspections Inc.		P210-NON-REV VEH REPAIRS	\$ 3,100.00	-	-
4500054300	5/12/2023	Barrett Engineered Pumps	Small Business	M160-SUMP PUMP STATIONS	\$ 2,859.38	-	-
4500054301	5/12/2023	Graybar Electric Co Inc		M110-SUB STATION	\$ 303.79	-	-
4500054302	5/12/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 27.37	-	-
4500054303	5/12/2023	Thompson Building Materials		T110-TRACK, RAIL	\$ 818.90	-	-
4500054304	5/12/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 169.33	-	-
4500054305	5/12/2023	Dellner Inc		R130-RAIL/LRV COUPLER	\$ 82.41	-	-
4500054306	5/12/2023	Willy's Electronic Supply Co Inc	Small Business	R160-RAIL/LRV ELECTRICAL	\$ 75.27	-	-
4500054307	5/14/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 559.42	-	-
4500054308	5/14/2023	Knox Kershaw, Inc.		G140-SHOP SUPPLIES	\$ 921.65	-	-
4500054309	5/14/2023	Winzer Franchise Company		R230-RAIL/LRV MECHANICAL	\$ 223.58	-	-
4500054310	5/14/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 2,816.66	-	-
4500054311	5/14/2023	Graybar Electric Co Inc		M120-OVRHEAD CATENARY SYS	\$ 4,336.29	-	-
4500054313	5/14/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,673.88	-	-
4500054314	5/14/2023	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 146.03	-	-
4500054315	5/14/2023	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$ 2,986.20	-	-
4500054316	5/14/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 5,500.96	-	-
4500054317	5/14/2023	Mcmaster-Carr Supply Co		R230-RAIL/LRV MECHANICAL	\$ 210.66	-	-
4500054318	5/14/2023	Central Dispatch Inc		P280-GENERAL SVC AGRMNTS	\$ 209.85	-	-
4500054319	5/14/2023	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	\$ 208.18	-	-
4500054320	5/15/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,326.60	-	-
4500054321	5/15/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 311.06	-	-
4500054322	5/15/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 18.77	-	-
4500054323	5/15/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,874.30	-	-
4500054324	5/15/2023	Quadiant, Inc.		P160-EQUIPMENT RENTALS	\$ 644.07	-	-
4500054325	5/15/2023	Quadiant, Inc.		P160-EQUIPMENT RENTALS	\$ 644.07	-	-
4500054326	5/15/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 234.00	-	-
4500054327	5/15/2023	LinguaLinx Language Solutions, Inc.		P310-ADVERTISING SERVICES	\$ 175.18	-	-
4500054328	5/15/2023	Data Controls Printworks, Inc.	Small Business	G230-PRINTED MATERIALS	\$ 328.64	-	-
4500054329	5/15/2023	Steven Timme		G230-PRINTED MATERIALS	\$ 532.55	-	-
4500054330	5/15/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 766.11	-	-
4500054331	5/15/2023	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$ 375.42	-	-
4500054332	5/15/2023	SPX Technologies, Inc.		G290-FARE REVENUE EQUIP	\$ 157.92	-	-
4500054333	5/15/2023	AED Brands LLC		G190-SAFETY/MED SUPPLIES	\$ 16,854.61	-	-
4500054334	5/15/2023	Ahlee Backflow Service, Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 119.00	-	-
4500054335	5/15/2023	Ahlee Backflow Service, Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 216.60	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054336	5/15/2023	Compressed Air Systems		G300-GENERAL CAPITAL EQP	\$ 28,682.42	-	-
4500054337	5/15/2023	Access Professional Inc.	Small Business	P280-GENERAL SVC AGRMNTS	\$ 32,292.00	-	-
4500054338	5/15/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 2,219.65	-	-
4500054339	5/15/2023	Genuine Parts Co		R180-RAIL/LRV LIGHTING	\$ 5,402.59	-	-
4500054340	5/15/2023	Carahsoft Technology Corporation		I110-INFORMATION TECH	\$ 12,960.00	-	-
4500054341	5/15/2023	Winzer Franchise Company		G150-FASTENERS	\$ 181.46	-	-
4500054342	5/15/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,842.07	-	-
4500054343	5/15/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 12,900.28	-	-
4500054344	5/15/2023	Steven Timme		G230-PRINTED MATERIALS	\$ 3,240.00	-	-
4500054345	5/15/2023	Siemens Mobility, Inc.		G150-FASTENERS	\$ 452.55	-	-
4500054346	5/15/2023	Valvoline Inc.		B120-BUS MECHANICAL PARTS	\$ 7,783.86	-	-
4500054347	5/15/2023	Eaton Corporation		R160-RAIL/LRV ELECTRICAL	\$ 1,648.50	-	-
4500054348	5/16/2023	Mouser Electronics Inc		R120-RAIL/LRV CAR BODY	\$ 645.60	-	-
4500054349	5/16/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,476.90	-	-
4500054350	5/16/2023	Transit Holdings Inc		B130-BUS BODY	\$ 5,853.93	-	-
4500054351	5/16/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 35.83	-	-
4500054352	5/16/2023	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 61.20	-	-
4500054353	5/16/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 376.69	-	-
4500054354	5/16/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 7.24	-	-
4500054355	5/16/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,826.82	-	-
4500054356	5/16/2023	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	\$ 703.91	-	-
4500054357	5/16/2023	Home Depot USA Inc		G200-OFFICE SUPPLIES	\$ 42.03	-	-
4500054358	5/16/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 3,313.32	-	-
4500054359	5/16/2023	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$ 2,954.00	-	-
4500054360	5/16/2023	Voice of San Diego		P310-ADVERTISING SERVICES	\$ 35.00	-	-
4500054361	5/16/2023	W.W. Grainger Inc		R180-RAIL/LRV LIGHTING	\$ 565.79	-	-
4500054362	5/16/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,352.98	-	-
4500054363	5/16/2023	Oldcastle Precast Inc.		F190-LANDSCAPING MAT'LS	\$ 1,454.63	-	-
4500054364	5/16/2023	Genuine Parts Co		R180-RAIL/LRV LIGHTING	\$ 5,402.59	-	-
4500054365	5/16/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 87.28	-	-
4500054366	5/16/2023	La Mesa Glass, Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$ 1,745.00	-	-
4500054367	5/16/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 1,306.81	-	-
4500054368	5/16/2023	Luminator Technology Group Global		R120-RAIL/LRV CAR BODY	\$ 2,377.94	-	-
4500054369	5/16/2023	United Laboratories, Inc.		G180-JANITORIAL SUPPLIES	\$ 384.15	-	-
4500054370	5/16/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 557.12	-	-
4500054371	5/16/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,463.69	-	-
4500054372	5/16/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 252.14	-	-
4500054373	5/16/2023	Graybar Electric Co Inc		I110-INFORMATION TECH	\$ 4,623.92	-	-
4500054374	5/16/2023	DHD LP		I110-INFORMATION TECH	\$ 254.29	-	-
4500054375	5/17/2023	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$ 132.62	-	-
4500054376	5/17/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,273.61	-	-
4500054377	5/17/2023	JMIS College LLC		P310-ADVERTISING SERVICES	\$ 250.00	-	-
4500054378	5/17/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 1,092.42	-	-
4500054379	5/17/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 427.18	-	-
4500054380	5/17/2023	Harbor Diesel & Equipment, Inc		B120-BUS MECHANICAL PARTS	\$ 447.55	-	-
4500054381	5/17/2023	SPX Technologies, Inc.		B190-BUS FARE EQUIP	\$ 240.16	-	-
4500054382	5/17/2023	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 621.28	-	-
4500054383	5/17/2023	Aymar Industries, LLC.		R120-RAIL/LRV CAR BODY	\$ 4,385.43	-	-
4500054384	5/17/2023	Rambuilt Glass LLC		F150-DOORS, OVERHEAD	\$ 2,400.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054385	5/17/2023	US Mobile Wireless		P210-NON-REV VEH REPAIRS	\$ 275.00	-	-
4500054386	5/17/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 2,978.12	-	-
4500054387	5/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,102.72	-	-
4500054388	5/17/2023	Global Power Group, Inc	Small Business	P130-EQUIP MAINT REPR SVC	\$ 3,748.42	-	-
4500054389	5/17/2023	M.A. Stewarr & Sons (USA) LTD.	Small Business	M130-CROSSING MECHANISM	\$ 408.73	-	-
4500054390	5/17/2023	Hi-Tec Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 1,993.38	-	-
4500054391	5/17/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 2,094.15	-	-
4500054392	5/17/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 34.91	-	-
4500054393	5/17/2023	Louis Sardo Upholstery Inc		B130-BUS BODY	\$ 1,881.51	-	-
4500054394	5/17/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 186.93	-	-
4500054395	5/17/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 5,999.09	-	-
4500054396	5/17/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 4,934.96	-	-
4500054397	5/17/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 462.05	-	-
4500054398	5/17/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 345.06	-	-
4500054400	5/18/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 8.41	-	-
4500054401	5/18/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 7,485.64	-	-
4500054402	5/18/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 645.86	-	-
4500054403	5/18/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 6,209.00	-	-
4500054404	5/18/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 159.60	-	-
4500054405	5/18/2023	A-B-CPR & First Aid Training Inc	Small Business	G120-SECURITY	\$ 990.00	-	-
4500054406	5/18/2023	Graybar Electric Co Inc		M110-SUB STATION	\$ 7,327.64	-	-
4500054407	5/18/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 75,939.87	-	\$ 52,261.82
4500054408	5/18/2023	VisioLogix Corporation		C120-SPECIALTY CONTRACTOR	\$ 4,961.90	-	-
4500054409	5/18/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 1,480.83	-	-
4500054410	5/18/2023	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 718.96	-	-
4500054411	5/18/2023	Annex Warehouse Company, Inc		G160-PAINTS & CHEMICALS	\$ 4,646.03	-	-
4500054412	5/18/2023	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 37.11	-	-
4500054413	5/18/2023	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$ 6,367.19	-	-
4500054414	5/18/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 6,056.26	-	-
4500054415	5/18/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 412.46	-	-
4500054416	5/18/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 9,719.77	-	-
4500054417	5/18/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 406.12	-	-
4500054418	5/18/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,001.88	-	-
4500054419	5/18/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 790.24	-	-
4500054420	5/18/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 1,599.62	-	-
4500054421	5/18/2023	SPX Technologies, Inc.		B250-BUS REPAIR PARTS	\$ 3,809.17	-	-
4500054422	5/18/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 296.32	-	-
4500054423	5/18/2023	Helix Environmental Planning Inc	Small Business	C120-SPECIALTY CONTRACTOR	\$ 4,500.00	-	-
4500054424	5/19/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,862.47	-	-
4500054425	5/19/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 572.79	-	-
4500054426	5/19/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,293.16	-	-
4500054427	5/19/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 33.46	-	-
4500054428	5/19/2023	Cummins-Allison Corp.		P130-EQUIP MAINT REPR SVC	\$ 2,230.00	-	-
4500054429	5/19/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 141.04	-	-
4500054430	5/19/2023	Daniels Tire Service, Inc		A110-AUTO/TRUCK TIRES	\$ 198.13	-	-
4500054431	5/19/2023	American Power Systems, LLC		M110-SUB STATION	\$ 1,436.20	-	-
4500054432	5/19/2023	Mcmaster-Carr Supply Co		R230-RAIL/LRV MECHANICAL	\$ 533.29	-	-
4500054433	5/19/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 53.31	-	-
4500054435	5/19/2023	HD Supply Construction Supply, LTD.		G140-SHOP SUPPLIES	\$ 1,312.66	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054436	5/19/2023	W.W. Grainger Inc		P210-NON-REV VEH REPAIRS	\$ 172.19	-	-
4500054437	5/22/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6.47	-	-
4500054438	5/22/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 110.03	-	-
4500054439	5/22/2023	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	\$ 257.20	-	-
4500054440	5/22/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 6.47	-	-
4500054441	5/22/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,489.94	-	-
4500054442	5/22/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 398.95	-	-
4500054443	5/22/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 24,639.41	-	-
4500054444	5/22/2023	Gillig LLC		B120-BUS MECHANICAL PARTS	\$ 751.46	-	-
4500054445	5/22/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 1,377.53	-	-
4500054446	5/22/2023	Naumann Hobbs Material Handling		F110-SHOP/BLDG MACHINERY	\$ 1,000.00	-	-
4500054447	5/22/2023	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	\$ 2,200.43	-	-
4500054448	5/22/2023	Air & Lube Systems Inc	DBE	F110-SHOP/BLDG MACHINERY	\$ 95.03	-	-
4500054449	5/22/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 95.81	-	-
4500054450	5/22/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 102.19	-	-
4500054451	5/22/2023	APTA		P280-GENERAL SVC AGRMNTS	\$ 76,500.00	-	-
4500054452	5/22/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 13.81	-	-
4500054453	5/22/2023	Grah Safe & Lock Inc	Small Business	P140-MAINTENANCE, HVAC	\$ 500.00	-	-
4500054454	5/22/2023	Kantola Training Solutions, LLC		P490-MANAGEMENT TRAINING	\$ 1,500.00	-	-
4500054455	5/22/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 56.31	-	-
4500054456	5/22/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 238.82	-	-
4500054457	5/22/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 3,110.45	-	-
4500054458	5/22/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 18.27	-	-
4500054459	5/22/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,428.18	-	-
4500054460	5/22/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 366.27	-	-
4500054461	5/22/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 1,289.93	-	-
4500054462	5/22/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 143.74	-	-
4500054463	5/22/2023	Brown & Bigelow Inc		G250-NOVELTIES & AWARDS	\$ 2,379.55	-	-
4500054464	5/22/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 2,070.43	-	-
4500054465	5/22/2023	Muncie Reclamation and Supply Co		B110-BUS HVAC SYSTEMS	\$ 254.13	-	-
4500054466	5/22/2023	Mouser Electronics Inc		B250-BUS REPAIR PARTS	\$ 63.62	-	-
4500054467	5/22/2023	Brault Inc	Small Business	I110-INFORMATION TECH	\$ 3,313.11	-	-
4500054468	5/22/2023	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,359.90	-	-
4500054469	5/22/2023	Mohawk Mfg & Supply Co		B130-BUS BODY	\$ 225.54	-	-
4500054470	5/22/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 2,028.65	-	-
4500054471	5/22/2023	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$ 963.29	-	-
4500054472	5/22/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 142.34	-	-
4500054473	5/22/2023	TK Services Inc		B160-BUS ELECTRICAL	\$ 40.41	-	-
4500054474	5/22/2023	Gillig LLC		B140-BUS CHASSIS	\$ 313.51	-	-
4500054475	5/22/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 47.88	-	-
4500054476	5/22/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 24,205.20	-	-
4500054477	5/22/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 8,596.32	-	-
4500054478	5/22/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,288.96	-	-
4500054479	5/22/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 29,805.32	-	-
4500054480	5/22/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 478.88	-	-
4500054481	5/22/2023	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 495.50	-	-
4500054482	5/22/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500054483	5/22/2023	Motion Industries, Inc.		G130-SHOP TOOLS	\$ 168.67	-	-
4500054484	5/22/2023	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	\$ 148.70	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054485	5/22/2023	R.S. Hughes Co Inc		B250-BUS REPAIR PARTS	\$ 26.36	-	-
4500054486	5/22/2023	Airgas Inc		G140-SHOP SUPPLIES	\$ 47.46	-	-
4500054487	5/22/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 317.25	-	-
4500054488	5/22/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500054489	5/22/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 16,233.50	-	-
4500054490	5/22/2023	voestalpine Railway Systems		T150-TRACK, BRIDGES	\$ 62,584.65	-	-
4500054491	5/22/2023	Freeby Signs		B130-BUS BODY	\$ 435.30	-	-
4500054493	5/22/2023	711 Print Enterprises Inc		G290-FARE REVENUE EQUIP	\$ 484.02	-	-
4500054494	5/22/2023	Comfort Mechanical Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$ 330.80	-	-
4500054495	5/22/2023	Willy's Electronic Supply Co Inc	Small Business	B250-BUS REPAIR PARTS	\$ 1,275.47	-	-
4500054496	5/22/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 129.11	-	-
4500054497	5/22/2023	W.W. Grainger Inc		M110-SUB STATION	\$ 1,023.67	-	-
4500054498	5/22/2023	American Scissor Lift, Inc.	Small Business	P130-EQUIP MAINT REPR SVC	\$ 280.00	-	-
4500054499	5/22/2023	Robcar Corporation	Woman Owned Business	G150-FASTENERS	\$ 43.10	-	-
4500054500	5/22/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 424.53	-	-
4500054502	5/22/2023	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 409.18	-	-
4500054503	5/23/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 592.70	-	-
4500054504	5/23/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 29,988.98	-	-
4500054505	5/24/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 765.38	-	-
4500054506	5/24/2023	Recaro North America Inc		R200-RAIL/LRV SEATING	\$ 19,660.07	-	-
4500054507	5/24/2023	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$ 1,331.79	-	-
4500054508	5/24/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 308.03	-	-
4500054509	5/24/2023	Safety Kleen Systems		P140-MAINTENANCE, HVAC	\$ 41,583.87	-	-
4500054510	5/24/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 12.20	-	-
4500054511	5/24/2023	GOEUROPA		I120-INFO TECH, SVCS	\$ 760.00	-	-
4500054512	5/24/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 301.88	-	-
4500054513	5/24/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 3,829.58	-	-
4500054514	5/24/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 436.63	-	-
4500054515	5/24/2023	Transit Holdings Inc		B130-BUS BODY	\$ 9,362.97	-	-
4500054516	5/24/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,415.16	-	-
4500054517	5/24/2023	Dellner Inc		R130-RAIL/LRV COUPLER	\$ 71,044.00	-	-
4500054518	5/24/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 323.52	-	-
4500054519	5/24/2023	Gillig LLC		B130-BUS BODY	\$ 2,662.03	-	-
4500054520	5/24/2023	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 113.14	-	-
4500054521	5/24/2023	Reg-A-Car Inc		B250-BUS REPAIR PARTS	\$ 13,911.00	-	-
4500054522	5/24/2023	Asbury Environmental Services		P140-MAINTENANCE, HVAC	\$ 1,000.00	-	-
4500054523	5/25/2023	Vehicle Training Consultants		B250-BUS REPAIR PARTS	\$ 1,400.75	-	-
4500054524	5/25/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,234.60	-	-
4500054525	5/25/2023	Transit Holdings Inc		B130-BUS BODY	\$ 204.01	-	-
4500054526	5/25/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 13,131.77	-	-
4500054527	5/25/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 195.00	-	-
4500054528	5/25/2023	DigitalPro, Inc.		G230-PRINTED MATERIALS	\$ 594.06	-	-
4500054529	5/25/2023	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 191.74	-	-
4500054530	5/25/2023	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 1,217.54	-	-
4500054531	5/25/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 632.41	-	-
4500054532	5/25/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 360.07	-	-
4500054533	5/25/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 78.88	-	-
4500054534	5/25/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,272.73	-	-
4500054535	5/25/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 23,067.12	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054536	5/25/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,306.57	-	-
4500054537	5/25/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 2,344.04	-	-
4500054538	5/25/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 87.56	-	-
4500054539	5/25/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,789.47	-	-
4500054540	5/25/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 102.75	-	-
4500054541	5/25/2023	Gillig LLC		B130-BUS BODY	\$ 1,157.23	-	-
4500054542	5/25/2023	Home Depot USA Inc		G160-PAINTS & CHEMICALS	\$ 181.39	-	-
4500054543	5/25/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 823.20	-	-
4500054544	5/25/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,151.62	-	-
4500054545	5/26/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,326.60	-	-
4500054546	5/26/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 980.76	-	-
4500054547	5/26/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,439.85	-	-
4500054548	5/26/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 179.94	-	-
4500054549	5/26/2023	Allied Refrigeration Inc		B250-BUS REPAIR PARTS	\$ 107.75	-	-
4500054550	5/26/2023	Carlos Guzman Inc		R120-RAIL/LRV CAR BODY	\$ 23,344.50	-	-
4500054551	5/26/2023	Qualitrol Company LLC		M110-SUB STATION	\$ 1,951.49	-	-
4500054552	5/26/2023	Reid and Clark Screen Arts Co		P210-NON-REV VEH REPAIRS	\$ 89.87	-	-
4500054553	5/26/2023	Graybar Electric Co Inc		M200-YARD FACILITIES	\$ 1,585.57	-	-
4500054554	5/26/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,433.63	-	-
4500054555	5/26/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 5,683.15	-	-
4500054556	5/26/2023	Chingon Custom Metal		P210-NON-REV VEH REPAIRS	\$ 2,372.74	-	-
4500054557	5/26/2023	Graybar Electric Co Inc		M140-WAYSIDE SIGNALS	\$ 92.67	-	-
4500054558	5/26/2023	Laird Plastics, Inc		M180-STATION ELECTRICAL	\$ 214.96	-	-
4500054559	5/26/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 2,311.67	-	-
4500054560	5/26/2023	Miracle Software Systems, Inc.		I110-INFORMATION TECH	\$ 68,876.34	-	-
4500054561	5/26/2023	Conference of Minority		P310-ADVERTISING SERVICES	\$ 5,000.00	-	-
4500054562	5/26/2023	DocuSign Inc		P450-PERSONNEL SVCS	\$ 3,990.50	-	-
4500054563	5/26/2023	Motivational Systems, Inc.		G230-PRINTED MATERIALS	\$ 10,888.38	-	-
4500054564	5/26/2023	Thales Consulting Inc		P400-FINANCIAL & AUDIT	\$ 1,890.00	-	-
4500054565	5/30/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,258.87	-	-
4500054566	5/30/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 457.03	-	-
4500054567	5/30/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 18,297.03	-	-
4500054568	5/30/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 1,538.41	-	-
4500054569	5/30/2023	GMT International Corporation		R230-RAIL/LRV MECHANICAL	\$ 15,069.92	-	-
4500054570	5/30/2023	B&H Foto & Electronics Corp		R160-RAIL/LRV ELECTRICAL	\$ 2,262.11	-	-
4500054571	5/30/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 4,581.38	-	-
4500054572	5/30/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 958.67	-	-
4500054573	5/30/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,088.67	-	-
4500054574	5/30/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 11,508.00	-	-
4500054575	5/30/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,631.47	-	-
4500054576	5/30/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,093.11	-	-
4500054577	5/30/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 110.42	-	-
4500054578	5/30/2023	CDW LLC		I110-INFORMATION TECH	\$ 4,928.33	-	-
4500054579	5/30/2023	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$ 11.07	-	-
4500054580	5/30/2023	Reg-A-Car Inc		B250-BUS REPAIR PARTS	\$ 375.00	-	-
4500054581	5/30/2023	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	\$ 3,793.64	-	-
4500054582	5/31/2023	Transit Holdings Inc		B130-BUS BODY	\$ 162.92	-	-
4500054583	5/31/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 908.75	-	-
4500054584	5/31/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,438.83	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054585	5/31/2023	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 6,925.42	-	-
4500054586	5/31/2023	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,850.93	-	-
4500054587	5/31/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 16,641.93	-	-
4500054588	5/31/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 1,196.03	-	-
4500054589	5/31/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,186.81	-	-
4500054590	5/31/2023	W.W. Grainger Inc		I110-INFORMATION TECH	\$ 1,056.51	-	-
4500054591	5/31/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,777.94	-	-
4500054592	5/31/2023	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	\$ 366.73	-	-
4500054593	5/31/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 2,782.00	-	-
4500054594	5/31/2023	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$ 344.84	-	-
4500054595	5/31/2023	San Diego Friction Products, Inc.		B110-BUS HVAC SYSTEMS	\$ 171.53	-	-
4500054596	5/31/2023	Applied Industrial Technologies-CA		G140-SHOP SUPPLIES	\$ 654.26	-	-
4500054597	5/31/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 231.96	-	-
4500054598	5/31/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 19,125.84	-	-
4500054599	5/31/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,852.07	-	-
4500054600	5/31/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 153.29	-	-
4500054601	5/31/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 284.49	-	-
4500054602	5/31/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,220.74	-	-
4500054603	5/31/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,499.88	-	-
4500054604	5/31/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 70.76	-	-
4500054605	5/31/2023	Motion Industries, Inc.		G130-SHOP TOOLS	\$ 63.90	-	-
4500054606	5/31/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 3,069.71	-	-
4500054607	5/31/2023	Louis Sardo Upholstery Inc		B130-BUS BODY	\$ 734.24	-	-
4500054608	5/31/2023	R.S. Hughes Co Inc		B130-BUS BODY	\$ 908.65	-	-
4500054609	5/31/2023	Mcmaster-Carr Supply Co		R230-RAIL/LRV MECHANICAL	\$ 612.27	-	-
4500054610	5/31/2023	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	\$ 2,768.60	-	-
4500054611	5/31/2023	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	\$ 1,053.90	-	-
4500054612	5/31/2023	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 3,122.33	-	-
4500054613	5/31/2023	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$ 1,733.92	-	-
4500054615	5/31/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 340.49	-	-
4500054616	5/31/2023	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$ 181.02	-	-
4500054617	5/31/2023	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,359.90	-	-
4500054618	5/31/2023	Willy's Electronic Supply Co Inc	Small Business	B160-BUS ELECTRICAL	\$ 178.44	-	-
4500054619	6/1/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 779.98	-	-
4500054620	6/1/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,086.31	-	-
4500054621	6/1/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 56.57	-	-
4500054622	6/1/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 515.50	-	-
4500054623	6/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 67.52	-	-
4500054624	6/1/2023	Davey Auto Body Inc		G120-SECURITY	\$ 1,649.44	-	-
4500054625	6/1/2023	Franklin Covey Client Sales Inc		P490-MANAGEMENT TRAINING	\$ 23,928.00	-	-
4500054626	6/1/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 7.55	-	-
4500054627	6/1/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,501.22	-	-
4500054628	6/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 380.57	-	-
4500054629	6/1/2023	Gillig LLC		R200-RAIL/LRV SEATING	\$ 6,597.20	-	-
4500054630	6/1/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 131.88	-	-
4500054631	6/1/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,718.62	-	-
4500054632	6/1/2023	Cummins Pacific LLC		B250-BUS REPAIR PARTS	\$ 91.00	-	-
4500054634	6/1/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 1,739.65	-	-
4500054635	6/1/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,424.67	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054636	6/1/2023	Zones IT Solutions Inc.	Minority Owned Business	I110-INFORMATION TECH	\$ 14,250.70	-	-
4500054637	6/1/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 1,490.00	-	-
4500054638	6/1/2023	Winzer Franchise Company		G150-FASTENERS	\$ 609.43	-	-
4500054639	6/1/2023	Daniel A. Hopkins		P280-GENERAL SVC AGRMNTS	\$ 4,800.00	-	-
4500054640	6/1/2023	Mouser Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$ 354.76	-	-
4500054641	6/1/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 739.28	-	-
4500054642	6/2/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,939.33	-	-
4500054643	6/2/2023	Transit Holdings Inc		B130-BUS BODY	\$ 581.79	-	-
4500054644	6/2/2023	David Glen Bond		P490-MANAGEMENT TRAINING	\$ 1,520.00	-	-
4500054645	6/2/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 156.00	-	-
4500054646	6/2/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 32.33	-	-
4500054647	6/2/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 37.33	-	-
4500054648	6/2/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,684.04	-	-
4500054649	6/2/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,498.87	-	-
4500054650	6/2/2023	Intellichoice Inc		I120-INFO TECH, SVCS	\$ 58,449.72	-	-
4500054651	6/2/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 4,202.25	-	-
4500054652	6/2/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 181.07	-	-
4500054653	6/2/2023	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 2,980.91	-	-
4500054654	6/2/2023	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 3,835.90	-	-
4500054655	6/2/2023	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 1,917.95	-	-
4500054656	6/2/2023	Willy's Electronic Supply Co Inc	Small Business	M110-SUB STATION	\$ 274.44	-	-
4500054657	6/2/2023	Graybar Electric Co Inc		M110-SUB STATION	\$ 2,058.03	-	-
4500054658	6/2/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 340.49	-	-
4500054659	6/2/2023	Facility Solutions Group, Inc.		M180-STATION ELECTRICAL	\$ 465.48	-	-
4500054660	6/2/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,008.52	-	-
4500054661	6/2/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 8,638.86	-	-
4500054662	6/2/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 64.27	-	-
4500054663	6/2/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 79.22	-	-
4500054664	6/2/2023	Aztec Fire & Safety, Inc.		B250-BUS REPAIR PARTS	\$ 787.06	-	-
4500054665	6/2/2023	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 72.30	-	-
4500054666	6/2/2023	Kiel NA LLC		B130-BUS BODY	\$ 101.16	-	-
4500054667	6/2/2023	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 46.45	-	-
4500054668	6/2/2023	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 2,936.20	-	-
4500054669	6/2/2023	Don Oleson Inc	Small Business	G140-SHOP SUPPLIES	\$ 232.74	-	-
4500054670	6/4/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 110.75	-	-
4500054671	6/4/2023	R.S. Hughes Co Inc		B130-BUS BODY	\$ 1,335.06	-	-
4500054672	6/4/2023	W.W. Grainger Inc		G170-LUBRICANTS	\$ 570.19	-	-
4500054673	6/4/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 4,377.26	-	-
4500054674	6/4/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 94.39	-	-
4500054675	6/4/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,725.85	-	-
4500054676	6/4/2023	Staples Contract & Commercial Inc		B150-BUS COMM EQUIP.	\$ 3,918.22	-	-
4500054677	6/4/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,708.70	-	-
4500054678	6/4/2023	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	\$ 1,842.53	-	-
4500054679	6/4/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500054680	6/4/2023	Rush Truck Centers of California		B200-BUS PWR TRAIN EQUIP	\$ 31.47	-	-
4500054681	6/4/2023	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	\$ 1,122.43	-	-
4500054682	6/5/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,910.25	-	-
4500054683	6/5/2023	Transit Holdings Inc		B130-BUS BODY	\$ 966.96	-	-
4500054684	6/5/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 961.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054685	6/5/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,027.02	-	-
4500054686	6/5/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,760.28	-	-
4500054687	6/5/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 2,539.28	-	-
4500054688	6/5/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,099.33	-	-
4500054689	6/5/2023	Business Office Outfitters		G210-OFFICE FURNITURE	\$ 42,587.43	-	-
4500054691	6/5/2023	Winzer Franchise Company		G150-FASTENERS	\$ 187.06	-	-
4500054692	6/5/2023	Rush Truck Centers of California		B200-BUS PWR TRAIN EQUIP	\$ 1,594.70	-	-
4500054693	6/5/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 102.89	-	-
4500054694	6/5/2023	NMS Management Inc	DBE	P110-BLDG MAINTENANCE	\$ 2,372.16	-	-
4500054695	6/5/2023	Reid and Clark Screen Arts Co		G110-BUS/TROLLEY SIGNAGE	\$ 60.34	-	-
4500054696	6/5/2023	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 621.58	-	-
4500054697	6/5/2023	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$ 358.54	-	-
4500054698	6/5/2023	Facility Solutions Group, Inc.		M180-STATION ELECTRICAL	\$ 1,066.73	-	-
4500054699	6/5/2023	Recaro North America Inc		R200-RAIL/LRV SEATING	\$ 2,155.00	-	-
4500054700	6/5/2023	Sid Tool Co		G130-SHOP TOOLS	\$ 380.14	-	-
4500054701	6/5/2023	Carlos Guzman Inc		G180-JANITORIAL SUPPLIES	\$ 1,730.47	-	-
4500054702	6/5/2023	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$ 689.60	-	-
4500054703	6/5/2023	Genuine Parts Co		R180-RAIL/LRV LIGHTING	\$ 5,402.59	-	-
4500054704	6/5/2023	Lawson Products, Inc.		R220-RAIL/LRV TRUCKS	\$ 271.75	-	-
4500054705	6/6/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 252.94	-	-
4500054706	6/6/2023	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	\$ 661.86	-	-
4500054707	6/6/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,804.41	-	-
4500054708	6/6/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 1,245.18	-	-
4500054709	6/6/2023	B.C. Inspections Inc.		P210-NON-REV VEH REPAIRS	\$ 430.00	-	-
4500054710	6/6/2023	Cembre Inc		G130-SHOP TOOLS	\$ 396.53	-	-
4500054712	6/6/2023	Quest Software Inc.		I120-INFO TECH, SVCS	\$ 2,547.42	-	-
4500054713	6/6/2023	W.W. Grainger Inc		M180-STATION ELECTRICAL	\$ 821.81	-	-
4500054714	6/6/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 2,238.79	-	-
4500054715	6/6/2023	Hi-Tec Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 1,222.97	-	-
4500054716	6/6/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,243.89	-	-
4500054717	6/6/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 3,422.04	-	-
4500054718	6/6/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,408.28	-	-
4500054719	6/6/2023	Graybar Electric Co Inc		M140-WAYSIDE SIGNALS	\$ 1,886.80	-	-
4500054720	6/6/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 149.66	-	-
4500054721	6/6/2023	Transit Holdings Inc		B130-BUS BODY	\$ 292.75	-	-
4500054722	6/6/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 149.29	-	-