



# 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 <b>raise hand</b> feature every time you wish to make a public comment.
	▶	Participants can enable <b>closed captioning</b> 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 <b>muted</b> , click this icon to unmute your microphone.
	▶	This symbol shows you are currently <b>unmuted</b> , click this button to mute your microphone.
	▶	The chat feature should be used by panelists and attendees solely for "housekeeping" matters as comments made through this feature will not be retained as part of the meeting record. See the <b>Live Verbal Public Comment</b> for instructions on how to make a public comment.



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



### Phone:

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



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

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**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.

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**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 two 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.

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**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.

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**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.

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**\*Contact Information:** Contact the Clerk of the Board via email at [ClerkoftheBoard@sdmts.com](mailto: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 <b>levantar la mano</b> cada vez que desee hacer un comentario público.
	►	Los participantes pueden habilitar el <b>subtitulado</b> 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 <b>silencio</b> , haga clic en este ícono para quitar el silenciador de su micrófono.
	►	Este símbolo indica que su micrófono se encuentra <b>encendido</b> . 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 <b>Comentario público verbal</b> 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 dos 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 dos 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](mailto: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

July 27, 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.	<b>Roll Call</b>	
2.	<b>Public Comments</b> This item is limited to five speakers with two minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.	
CONSENT ITEMS		
3.	<b>Approval of Minutes</b> Action would approve the June 8, 2023 Special Board of Directors and the June 15, 2023 Board of Directors meeting minutes.	Approve
4.	<b>Adoption of 2023 Conflict of Interest Code – Amendment</b> Action would 1) Adopt Resolution No. 23-09 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2023 MTS Conflict of Interest Code and 3) Forward the amended 2023 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body) (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.	Approve
5.	<b>Proposed Revisions to The Accessible Services Advisory Committee Membership Guidelines</b> Action would approve the proposed revisions to the Accessible Services Advisory Committee (ASAC) Membership Guidelines.	Approve
6.	<b>Additional Staffing – One (1) Planning – Transportation Planner</b> Action would authorize the Chief Executive Officer (CEO) to add one (1) Transportation Planner to the position tables previously approved in the Fiscal Year 2024 budget.	Approve



7. **Trolley Track Improvement – Construction Management (CM) Services - Work Order** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2499-CM01 under MTS Doc. No. G2499.0-21 with PGH Wong, a Minority Business Enterprise (MBE), in the amount of \$149,474.37 for CM services for Trolley Track Improvements.
8. **Orange/Blue/Green Lines Variable Message Sign (VMS) Installation Project – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA355-AE-17, under MTS Doc. No. PWL355.0-22 with Psomas in the amount of \$410,078.68 to prepare plans, specifications, and estimates (PS&E) for the Orange/Blue/Green Lines VMS Installation Project.
9. **J Street Corrugated Metal Pipe Emergency Repair – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-16 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC) in the amount of \$146,929.97 for the repair of the corrugated metal pipe located at J Street along the Blue Line right-of-way.
10. **Motorola Solutions, Inc. Radio System Maintenance Services – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0759.0-23, a Sole Source agreement, with Motorola Solutions, Inc. (Motorola) for provision of Regional Transit Management System (RTMS) radio system maintenance services for a four (4) year period effective August 1, 2023 in the amount of \$1,185,954.08.
11. **Blue Line Bridge Repair – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-08 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$149,887.28 for the repair of the bridges located at 8th Street and 18th Street along the Blue Line right-of-way.
12. **Microsoft Enterprise Licensing and Software Assurance – Contract Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No G2378.4-20, with Crayon Software Experts, LLC (Crayon) in the amount of \$160,874.78 bringing the contract total to \$1,150,551.61.
13. **Grantville Transit-Oriented Development (TOD) Painting – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWL370.0-23 with Prime Painting Contractors Inc. for Grantville Station Painting Improvements in the amount of \$1,330,000; and 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency

(\$266,000) for this construction contract bringing total expenditure authority to \$1,596,000.

- 14. Grantville Transit-Oriented Development (TOD) Painting Construction Management Services – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2496-CM01 under MTS Doc. No. G2496.0-21 with AECOM Technical Services (AECOM) for the Grantville TOD Painting Construction Management (CM) Services in the amount of \$190,425.76.
- 15. Bayside Double Track Imperial Avenue Transit Center (IMT) Construction Management (CM) Services – Work Order Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM05 under MTS Doc. No. G2498.0-21 with Kleinfelder Construction Services, Inc., to provide Construction Management (CM) Services for the Bayside Double Track IMT Project in the amount of \$500,027.93.
- 16. Modernization of Stadium Trolley Station Elevator – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-21 to MTS Doc. No. PWG347.0-22 with ABC General Contractor, Inc. (ABCGC) in the amount of \$296,562.53 to modernize the Stadium Trolley Station elevator.
- 17. Billboard Lease Contract Renewals – Master Lease Agreement and Individual Site Leases** Approve

Action would authorize the Chief Executive Officer (CEO) to execute new Master Lease Agreements (MLA) and Location Specific Leases (LSL) (collectively Leases) (in substantially the same format as Attachment A and B) for thirteen (13) existing billboards on MTS property with Clear Channel Outdoor, LLC (CCO) and Outfront Media, LLC (OUT) (collectively Lessees) for a twenty (20) year term with a minimum annual revenue of \$458,559.
- 18. Additional Staffing – One (1) Bus Operations Training Instructor** Approve

Action would authorize the Chief Executive Officer (CEO) to add one (1) ~~Transit Safety Specialist~~ **Bus Operations Training Instructor** to the position tables previously approved in the Fiscal Year 2024 budget.

#### DISCUSSION AND REPORT ITEMS

- 19. San Ysidro Transit Center Improvements Project Update (Denis Desmond, Beverly Neff)** Informational
- 20. State of California Budget – Transportation Funding (Sharon Cooney and Julia Tuer)** Informational
- 21. Transit Security and Passenger Safety Department Staffing Options (Al Stiehler)** Informational

- |                    |   |               |
|--------------------|---|---------------|
| <b>22.</b>         | <b>Zero Emission Bus (ZEB) Program and Transition Plan Update (Mike Wygant, Kyle Whatley, and Heather Furey)</b>  | Informational |
| <b>23.</b>         | <b>Grants Administration Report (Kena Teon and Julia Tuer)</b>  | Informational |
| <b>24.</b>         | <b>Operations Budget Status Report for May 2023 (Gordon Meyer)</b>  | Informational |
| <b>OTHER ITEMS</b> |   | Informational |
| <b>25.</b>         | <b>Chair's Report</b>   | Informational |
| <b>26.</b>         | <b>Chief Executive Officer's Report</b>   | Informational |
| <b>27.</b>         | <b>Board Member Communications</b>  | Informational |
| <b>28.</b>         | <b>Remainder of Public Comments Not on The Agenda</b><br>This item is a continuation of item No. 2 (Public Comment) in the event that 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. |               |

#### ADJOURNMENT

- |            |   |
|------------|---|
| <b>29.</b> | <b>Next Meeting Date</b><br>The next Board of Director's meeting is scheduled for September 14, 2023 at 9:00 a.m. |
| <b>30.</b> | <b>Adjournment</b>  |



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

June 8, 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**

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

**2. Public Comment**

Mylande Liseski – Provided a written statement to the Board prior to the meeting. The written comment is provided in the [June 8, 2023 Final Meeting Packet](#).

Jose Puga – A Teamsters 683 representative provided a verbal statement to the Board during the meeting. Puga acknowledged the service workers and the mechanics in the room that are honoring the ongoing strike that will be in the same negotiating positions at the end of the year. Puga urged the Board to address the recent split, premium and minimum wage denials in the ongoing strike negotiations. Puga expressed the alarming tactics of zip tying bathrooms as a retaliation tactic.

Ronald Barnes – A service worker in the South Bay made a verbal statement to the Board during the meeting. Barnes expresses concern about ongoing employee loss and worker's financial insecurity during the ongoing strike and urged the Board to cancel or reform the contract.

Nicholas Cambrix – A resident of Imperial Beach and Transdev employee, provided a verbal statement to the Board during the meeting. Cambrix expressed his disappointment with the attendance and hour compensation ratio and urged the Board to bring the contract in-house.

Fausto Surposa – A Transdev bus operator provided a verbal statement to the Board during the meeting. Surposa gave an anecdotal experience about a driver's personal life being impacted because of the long-split hours. Surposa talked about the zip tied bathrooms.

Joel BoJorquez – A mechanic for the agency made a verbal statement to the Board during the meeting. BoJorquez provided first hand problems he has experienced about his experience from being an in-house employee to a subcontractor. BoJorquez urged the Board to reform the contract and bring all drivers in-house.

Leif Gensert – A member of Ride SD made a verbal statement to the Board during the meeting. Gensert urged the Board to resolve the strike as it brings reduced frequency and increased wait times and inconveniences passengers across various communities.

Zack Defazio Farrell – Provided a written statement to the Board both during and prior the meeting. The written comment is provided in the [June 8, 2023 Final Meeting Packet](#). Farrell urged the Board to bring a resolution to bus service as critical for environmental and equity goals. Farrell encouraged MTS to meet the demands of transit workers.



Truth – Provided a verbal statement to the Board during the meeting. Truth expressed dissatisfaction with Ride Assured and on the operator speaker button as a source of emergency communication that the agency provides. Truth expressed dissatisfaction with the Board membership.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original DRA expressed dissatisfaction with the Board membership and the ongoing strike discussion.

Nicky – A resident of El Cajon made a verbal statement to the Board during the meeting. Nicky stated their reliance on bus service and asked that the Board consider voiding the Transdev contracts.

Nevo Magnezi – A resident of Hillcrest made a verbal statement to the Board during the meeting. Magnezi expressed disappointment in the way that MTS and management addressed the strike.

#### CLOSED SESSION:

The Board convened to Closed Session at 9:26 a.m.

#### **3. Closed Session - Conference with Legal Counsel – Anticipated Litigation**

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

The Board reconvened to Open Session at 11:39 a.m.

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session:

The Board instructed staff by motion to place on the June 15, 2023 Board of Directors open session agenda, an item to consider 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 and authorize further legal action if service is not restored. The vote passed with 10 members in favor (Member: Chavez, Donovan, Elo-Rivera, Frank, Gastil, Goble, Hall, Leyba-Gonzalez, McCann and Whitburn), 4 members opposed (Member: Bush, Dillard, Moreno and Montgomery Steppe) and Board Member Vargas absent.

#### ADJOURNMENT

#### **4. Additional Public Comments on Items Not on the Agenda**

There were no additional public comments.

#### **5. Next Meeting Date**

The next regularly scheduled Board meeting is June 15, 2023 at 9 a.m.

**6. Adjournment**

The meeting was adjourned at 11:44 a.m.

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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General Counsel  
San Diego Metropolitan Transit  
System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): June 8, 2023 CALL TO ORDER (TIME): 9:01 a.m.  
 RECESS: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 CLOSED SESSION: 9:26 a.m. RECONVENE: 11:39 a.m.  
 PUBLIC HEARING: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 ORDINANCES ADOPTED: \_\_\_\_\_ ADJOURN: 11:44 a.m.

JURISDICTION	BOARD MEMBER		ALTERNATE		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
City of Chula Vista	Chavez	<input checked="" type="checkbox"/>	Cardenas	<input type="checkbox"/>	9:01 a.m.	11:39 a.m.
City of Chula Vista	McCann	<input checked="" type="checkbox"/>	Cardenas	<input type="checkbox"/>	9:01 a.m.	11:39 a.m.
City of Coronado	Donovan	<input checked="" type="checkbox"/>	Duncan	<input type="checkbox"/>	9:01 a.m.	11:39 a.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"/>	9:01 a.m.	11:44 a.m.
City of Imperial Beach	Leyba-Gonzalez	<input checked="" type="checkbox"/>	Aguirre	<input type="checkbox"/>	9:01 a.m.	11:39 a.m.
City of La Mesa	Dillard	<input checked="" type="checkbox"/>	Arapostathis	<input type="checkbox"/>	9:04 a.m.	11:39 a.m.
City of Lemon Grove	Gastil	<input checked="" type="checkbox"/>	Mendoza	<input type="checkbox"/>	9:01 a.m.	11:44 a.m.
City of National City	Bush	<input checked="" type="checkbox"/>	Rodriguez	<input type="checkbox"/>	9:01 a.m.	11:44 a.m.
City of Poway	Frank	<input checked="" type="checkbox"/>	Pepin	<input type="checkbox"/>	9:01 a.m.	11:39 a.m.
City of San Diego	Montgomery Steppe	<input checked="" type="checkbox"/>	Von Wilpert	<input type="checkbox"/>	9:03 a.m.	11:39 a.m.
City of San Diego	Elo-Rivera	<input checked="" type="checkbox"/>	LaCava	<input type="checkbox"/>	9:03 a.m.	11:44 a.m.
City of San Diego	Gloria	<input type="checkbox"/>	Moreno	<input checked="" type="checkbox"/>	9:13 a.m.	11:39 a.m.
City of San Diego	Whitburn (Chair)	<input checked="" type="checkbox"/>	Campillo	<input type="checkbox"/>	9:01 a.m.	11:44 a.m.
City of Santee	Hall	<input checked="" type="checkbox"/>	Koval Minto	<input type="checkbox"/> <input type="checkbox"/>	9:01 a.m.	11:44 a.m.

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

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

June 15, 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**

Chair Whitburn called the Board meeting to order at 9:06 a.m. A roll call sheet listing Board member attendance is attached.

**Employee Acknowledgment**

Chair Whitburn recognized Juan Hidalgo for his 50 years of service. Mr. Hidalgo expressed pride in serving the people of San Diego.

**2. Public Comment**

Shane Harris – Provided a verbal statement to the Board during the meeting. Harris acknowledged the important work of the drivers and urged the Board to address split shifts and clean bathrooms.

Blair Beekman – Provided a verbal statement to the Board during the meeting. Beekman was concerned about morale and wished the agency luck with the resolution of the strike to serve the drivers.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra expressed disappointment with the Board and urged regional steps to provide more public restroom access.

**CONSENT ITEMS:**

**3. Approval of Minutes**

Action would approve the May 18, 2023 Board of Director meeting minutes.

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

**5. Operations Budget Status Report for April 2023**

**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.

**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.

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

Action would 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**

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**

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**

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**

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).

**Action on Consent Items, Excluding Consent Item 19**

Board Member Hall moved to approve Consent Agenda Item Nos. 3 to 20 with the exception of item 19. Board Member McCann seconded the motion, and the vote was 14 to 0 in favor with Board Member Vargas absent.

**Public Comment for Consent Item 19**

Dwayne Garret – Representing Teamsters 542 made a verbal statement to the Board during the meeting. Garret hoped that Transdev listened to its member concerns but did not believe Transdev did so. Garret urged the Board to hold Transdev accountable.

Christopher Moreno – A Transdev operator, made a verbal statement to the Board during the meeting. Moreno expressed the lack of appreciation he felt as a Transdev employee. Moreno listed his negative experience with Transdev as an employer.

Gabby Vasquez – A paratransit driver, made a verbal statement to the Board during the meeting. Vasquez spoke about her experience as an employee over various management changes.

Steven Flores – A paratransit operator made a verbal statement to the Board during the meeting. Flores read a letter by a paratransit customer who asked the Board to address the issues that the drivers have raised.

Jose Puga – Made a verbal statement to the Board during the meeting. Puga did not believe that the proposed \$1 million would solve all the problems that ignited the strike.

Nicholas Labmrix – A driver for Transdev made a verbal statement to the Board during the meeting. Lambrix advocated for addressing split shifts, clean bathrooms and meal break areas, in addition to the \$1 million.

Charles Flint – Made a verbal statement to the Board during the meeting. Flint expressed dissatisfaction with the health pay rates

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed dissatisfaction with Transdev as an MTS contractor.

Derrick Breun – Representing Transdev, made a verbal statement to the Board during the meeting. Breun acknowledged the hardship for the workers and MTS, along with the tentative agreement to approve item 19.

#### **Committee Comment on Consent Items 19**

Board Member Elo-Rivera expressed appreciation for workers who showed up today and shared their stories during public comment. He acknowledged the impacts on the workers and riders the strike has caused. Derrick Breun, representing Transdev discussed a letter with a list of options of how the allocated money could be allocated to Teamsters 683. Union representatives ultimately decided for premium splits over 2.5 hours. Board Member Elo-Rivera asked what Transdev's international revenue and profit was last year. Mr. Breun replied that he would need to gather the information to respond. Board Member Elo-Rivera added that part of the employee requests is to be treated with dignity and respect. He asked what additional strides the company would take to make employees feel appreciated. Mr. Breun replied the various existing mechanism such as a management open-door policy along with a grievance process in the collective bargaining agreement. He noted there is a committee to strategize bathroom placement. He noted that split shifts were a reality of the industry and assured the Board that split shifts were reduced by 5% in addition to the premium the proposed funding would provide. Sharon Cooney, Chief Executive Officer, added that MTS Contract Services staff monitors amenities, such as bathroom accessibility. Board Member Elo-Rivera was concerned that a response to dignity and respect was answered with grievance protocols. He posed the question again to Mr. Breun. Mr. Breun proposed a structure with more direct lines of communication with supervisors. Board Member Elo-Rivera stressed the importance of culture, feeling valued and respected. He hoped that Transdev can improve those conditions.

Board Member Montgomery Steppe stated that she would not be supporting the motion because the agency will need to reevaluate what to do with Transdev. She asked that a comprehensive study to assess what it would cost the agency to bring workers in house and asked staff for that commitment. Ms. Cooney replied that the analysis could be conducted with CEO authority. Board Member Montgomery Steppe asked if the assessment could be brought to the Board for discussion. Chair Whitburn agreed.



Board Member Aguirre agreed with Board Member Montgomery Steppe's assessment request. Board Member Aguirre agreed that workers should not be subjected to conditions with insufficient bathroom access, split shifts, and shading. Board Member Aguirre stated that she will not be supporting the motion. She asked why Local 542 was not being considered in today's motion. Ms. Cooney replied that they were still at the bargaining table, if additional items related to Local 542, the Board would do that.

Board Member Dillard asked to confirm the change made to split shifts. Mr. Breun replied that split shifts would not be greater than four hours, with a premium paid on anything more than 2.5 hours. She also asked for Transdev staff to clarify that in addition to employees working a split shift, staff would be required to work a 6<sup>th</sup> day (inverse day). Mr. Breun explained that this is true because the agency continues to have a driver shortage. Board Member Dillard expressed her dissatisfaction with ongoing split shifts. Mr. Breun replied that when he was a driver, he did work split shifts and was not inversed on the 6<sup>th</sup> day but drivers who work six days would be paid double time. Board Member Dillard asked staff to consider reducing hours to the 6<sup>th</sup> day, to minimize staff turnover. Mr. Breun acknowledged that the \$2 increase in December has vastly improved the retention and hiring. Board Member Dillard asked how many more operators were needed to rid the required 6<sup>th</sup> day shift. Mr. Breun replied that the agency would need 465 operators to be at full capacity and, prior to the strike, the agency was 43 operators short of active, full driver capacity. Board Member Dillard asked Mr. Breun to list the losses of the strike that the agency is experiencing. Mr. Breun explained that the majority of people are lost in the training period itself due to drug-test failure, background checks, or physicals, and that terminations themselves were a lot lower. Board Member Dillard asked if Mr. Breun found the turnover rate a marker on the company culture. He continued to state that this industry has various obstacles, and he hopes that the modifications that have been negotiated would help drivers.

Board Member Hall asked how Transdev would address restroom availability. Mr. Breun replied that Union and Transdev management would create a committee to discuss bathroom issues. Board Member Hall asked what types of bathrooms the company would be procuring. Mr. Breun replied that they would be acquiring porta potties or relationships with storefronts. He acknowledged that storefront partnerships are not ideal because they would not be able to support drivers too early or late in the day. Partnerships would involve some compensation for the use of restrooms. Board Member Hall was concerned that Transdev would not follow through once the Amendment was approved. He suggested that a Board Member participate in the committee meetings for accountability purposes and expressed his compassion for drivers using his anecdotal experience as a previous driver.

Board Member Moreno stated that she is underwhelmed by the agency's response to the strike. She did not agree with the agency's claim that contracting out bus driver service was an industry best practice. She was disappointed that the South Bay received a predominant transportation impact while wealthier neighborhoods did not receive such disruptions and questioned validity for a Title XI complaint. She asked what recourse MTS has to enforce contractual obligations and restore bus service. She asked if MTS could hire additional drivers to restore services. She did not agree that split shifts should be an ongoing industry option and nor contracting out driver services. She added that the agency's pension program does not extend to its bus drivers. She supported an item being brought to the Board that would consider bringing in drivers in house. She was concerned about an in-house driver strike. She opposed the motion when it was brought to closed session and stated she was unsure how she would vote for the motion and the negative impacts on riders and workers. She thanked the workers who attended today's meeting.

Board Member Bush thanked the workers who attended today's meeting. He wished that the Board and the Union had the conversation sooner. He encouraged more dialogue between workers and the Board for future issues that arise. He expressed disappointment in the length of the strike and its impacts to everyone affected by it. He stated how he was unsure he would vote. He was not against terminating the contract but did not believe that government subsidies and bail outs was a realistic ongoing solution. Mr. Breun stated that change to the financial and operational assumptions in the contract, such as additional reduced splits, would require funding. He also acknowledged that the industry would need to find creative ways to retain workers. Board Member Bush asked if board member involvement was an obstacle for Transdev in the negotiation process. Mr. Breun explained that ongoing Transdev negotiations with the Executive Committee does not allow outside influences during ongoing negotiations. In some parts of the negotiation, the contractor can go back to the client and note the points of negotiable and non-negotiable requests. Generalized conversations should be taken well in advanced of negotiations where the Board could participate. Board Member Bush interpreted Mr. Breun's comments to confirm that Board involvement with workers could have ended the strike sooner. Mr. Breun replied that Board relationships varied. He asked if he believed that the Board was overly involved now. Mr. Breun replied that the additional contract funding was appreciated and the Board's interest in driver's conditions. Board Member Bush stated that he would like to address restrooms at the next Board meeting and urged staff to address restrooms on the system.

Board Member McCann listed priorities to get riders back to work, back on healthcare and riders served. He was also focused on the improvement of split shifts and accessible bathrooms.

Board Member Gastil acknowledged the tentative agreement and believed that the Amendment should be passed to provide an option for the Union Executive Committee rather than not providing them an offer in the attempt to end the strike. He believed that there were no winners in the strike, workers were struggling financially and riders were not being served. He did not believe it was a solution but it was a step towards resolution.

Chair Whitburn stated that he was not a supporter of government agencies contracting government services and pointed to this conversation as the reason why he holds this belief, along with the agency's limited ability to intervene in that contract. He acknowledged that many Board Members look after the well-being of their respective City employees. He stated that the contract pre-dates many Board Members and that bringing the services in house could be more than a year-long process. The action presented today is a tangible step forward towards a resolution

### **Action on Consent Items 19**

Chair Whitburn moved to approve authorizing 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. Board Member Goble seconded the motion and the vote passed with 8 in favor (Board Member: Chavez, McCann, Donovan, Goble, Gastil, Frank, Whitburn, Hall), 6 opposed (Board Member: Aguirre, Dillard, Bush, Montgomery Steppe, Elo-Rivera, Moreno) and Board Member Vargas absent.

DISCUSSION ITEMS AND REPORT ITEMS (ITEMS TAKEN OUT OF ORDER):

**21. SANDAG Request for Innovative Concepts: Trolley Extension to Tijuana (Brent Boyd)**

Brent Boyd, MTS Manager of Service Quality and Special Operations for Rail, presented on the SANDAG Request for Innovative Concepts for Trolley Extension to Tijuana. He outlined: the project background, Cross Border trolley extension concept, major components of proposal, MTS engagement, near-term planning studies, funding opportunities and next steps.

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed dissatisfaction with a private-public partnership and the cost being spent on a feasibility study. Truth questioned the legality of the project.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra did not support the project.

**Committee Comment**

Board Member Chavez supported any project that benefited the cross-border work population. She noted Tijuana as a high transit binational region with housing solution economies as one example of binational collaboration. She supported the project as a regional pollution and affordable solution that promotes public transportation. She was curious about land acquisition and binational negotiations and additional issues.

Board Member Moreno supported the proposed project. She believed that the project could maximize benefits and believes that the project should be kept separate from MTS's short-term San Ysidro Transit Center Improvement Projects and Intermodal Transit Center Project. She encouraged creative thinking for the San Ysidro and cross-border region.

Board Member Aguirre agreed that creative and a forward-thinking mentality was needed for this project. She commended projects like the Cross Border Express (CBX) and its success. She supported the promotion of public transit for an effort to mitigate pollution through the transit system and agreed with the previous member claims about regional economic benefits.

Board Member Dillard supported the project as an urgent pollution solution for the region and California. She supported ongoing cross-border negotiations and conversations. Mr. Boyd replied that there have been ongoing conversations with agencies in Mexico about the project; however, significant outreach and discussions are still needed. Jacqueline Reynoso, a representative of Cordoba Corporation, stated that City, state of Baja California and Secretary of Foreign Affairs, the Secretaria de Infraestructura, Comunicaciones y Transportes (SICT) (the equivalent to the federal U.S. department of Transportation Department) were current stakeholders with active lines of communication. The city and state have appointed project liaisons for project development, the first phase will include an integrated governance structure with stakeholders from both regions.

Board Member Gastil expressed excitement for economic and cultural connectivity between the regions. He was excited about the ridership transportation culture outcomes.

Board Member Bush expressed excitement for the project. He was concerned about the environmental air pollution impacts of the project. He noted the economic interconnectedness of the region and health benefits for both regions. He was concerned about separating the San Ysidro track improvement short-term needs from the long-term extension project. He was

hesitant to approve the projects separately as this may lead to inconsistent or costlier in the long term. Mr. Boyd deferred to the logistics of the San Ysidro Transit Center Improvements Project Update agenda item slated in the meeting. He assured the Board that there is overlap in the project, and the same SANDAG project managers are working on both projects and can address both concerns. Board Member Bush asked if there was dedicated staff as a project manager. Ms. Cooney replied that SANDAG staff is the main point of contact for these projects and that MTS staff functions as support. The level of staff involvement will depend on the phase of the project.

Chair Whitburn asked Board Member Bush to reiterate his question to staff about project separation.

Board Member Bush asked if separating projects will result in project inconsistency issues. Mr. Boyd stated that they are currently two separate projects with significant overlap, and he did not believe that the respective projects would preclude each other. SANDAG staff confirmed Mr. Boyd's statement.

#### **Action Taken**

Informational item only. No action taken.

#### **22. Revisions to MTS Board Policy No. 21, "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise" (Mark Olson)**

The Board waived the staff report for this item.

#### **Public Comment**

Consuelo – Provided a verbal statement to the Board during the meeting. Consuelo asked for clarification on how public comment worked. Chair Whitburn explained Public Comment protocols and intention. Consuelo encouraged the Board to advertise the Board meeting more for public engagement and asked where the meetings were advertised.

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA did not support the item because they believed it was a public engagement.

Truth – Provided a verbal statement to the Board during the meeting. Truth did not believe that minors should ride the trolley unaccompanied. Truth was concerned about the light pollution from the signs. Truth did not wish to see advertainments that violated the policy language.

Blair Beekman – Provided a verbal statement to the Board during the meeting. Beekman was concerned that the advertisement would incentivize poor health choices.

#### **Committee Comment**

Board Member Montgomery Steppe pointed out the juxtaposition of ticketing unhoused community members for the possession of open containers and passing the proposed updated advertisement policy allowing alcohol ads. She asked if the agency would advertise a disclaimer to not drink onboard. Mark Olson, MTS Director of Marketing & Communications replied that many advertisements do have responsible drinking messages. Board Member Montgomery Steppe hoped to see disclaimers on the platforms.

Board Member Dillard spoke about her experience as a sales executive. She stated that they had successful advertisement returns without the advertisement of alcohol, cigarettes and

gambling. She was concerned about the public message that alcohol advertisement would promote.

Board Member Gastil stated that the intent was not for the consumption of alcohol. He suggested that alcohol be clearly related to establishments being promoted. He believed that promoting transit rather than driving was a responsible public service announcement (PSA).

Board Member Hall clarified that various cities could benefit from event advertisement beyond the downtown area.

Board Member Elo-Rivera offered an amendment to the original motion that alcohol advertisements shall solely promote events and San Diego regional establishments with the proposed restrictions. Mr. Olson introduced Lane Larson from Clear Channel Outdoor, the shelter and advertising partner for MTS. He explained that the proposed amendment would drastically reduce revenue if it is revised to solely events. Board Member Elo-Rivera asked if he believed that large liquor brands would be the ones bidding on advertisements with responsible drinking messages.

Board Member Bush prioritized revenue and public safety as topics of concern. He suggested a separate amendment allowing brand advertisement with a responsible drinking message requirement disclosure. He supported the transit as an alternative to drunk driving public service announcements. Mr. Olson asked Board Member Bush to clarify his suggestion. Board Member Bush clarified that he would like to include a responsible drinking message or another PSA message on alcohol brand ads. Mr. Olson did not believe that this requirement would diminish the anticipated ad revenue.

Board Member Hall suggested the change be piloted for a two-year period.

Board Member Bush asked staff what pilot timeline staff would suggest to render clear data. He asked how long it would take for advertisement acquisition and execution. Mr. Olson believed that advertisements could begin immediately and a data report could be generated in 6-8 months.

Board Member Elo-Rivera withdrew his original Amendment and supported the Amendment proposed by Board Member Bush.

Board Member Dillard asked that data be gathered for disadvantaged areas.

Board Member Bush further amended the motion to include data tracking of the location of the advertisements to assure there are no disparities in disadvantaged communities and those that suffer overconsumption of alcohol.

Board Member Aguirre supported regional events. She stated that she would not support the modified motion because her community would not support the display of alcohol advertisement.

Board Member Gastil believed the agency should be promoting healthy and fun regional activities and would not be supporting the modified motion presented. He believed that the promotion of alcohol promoted social problems.

Vice Chair Goble asked how long advertisement contracts lasted. Mr. Olson replied that the average length was about three months. Stefanie Blitvich with Clear Channel Outdoor replied that each campaign varied and ranged between 3-5 months in length.

### **Action Taken**

Board Member Bush moved to 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; 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; 3) Pilot the policy changes for a two-year period, including responsible drinking messages on all alcohol advertisements along with reporting results in six months and 4) Include data tracking of the location of the advertisements to ensure there are no disparities in disadvantaged communities and those that suffer overconsumption of alcohol. Board Member Elo-Rivera seconded the motion, and the vote was 8 in favor (Member: Chavez, Donovan, Goble, Bush, Frank, Elo-Rivera, Whitburn, Hall), 3 opposed (Members: McCann, Aguirre and Gastil) and Board Member Vargas, Board Member Dillard, Board Member Montgomery Steppe and Board Member Moreno absent.

#### **23. San Ysidro Transit Center Improvements Project Update (Denis Desmond, Beverly Neff)**

The Board deferred the staff report for this item to the next meeting.

#### **OTHER ITEMS:**

#### **24. Chair Report**

Chair Whitburn acknowledged Comic-Con as a high operations event for the agency.

#### **25. Chief Executive Officer's Report**

There was no Chief Executive Officer's Report.

#### **26. Board Member Communications**

There were no Board Member communications.

#### **27. Remainder of Public Comments Not on the Agenda**

There were no additional public comments.

#### **CLOSED SESSION:**

The Board convened to Closed Session at 12:15 p.m.

#### **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**

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session: The Board receive a report and gave instructions to legal counsel.

#### **29. Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1) Treasure Andrews vs. San Diego Metropolitan Transit System, et al (San Diego Superior Court Case No. 37-2018-00033322-CU-PA-CTL)**

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session: The Board receive a report and gave instructions to legal counsel.

**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)**

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session: The Board receive a report and gave instructions to legal counsel.

The Board reconvened to Open Session at 12:23 p.m.

**ADJOURNMENT**

**31. Next Meeting Date**

The next regularly scheduled Board meeting is July 27, 2023 at 9 a.m.

**32. Adjournment**

The meeting was adjourned at 12:24 p.m.

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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General Counsel  
San Diego Metropolitan Transit  
System

Attachment: Roll Call Sheet



SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): June 15, 2023 CALL TO ORDER (TIME): 9:06 a.m.  
 RECESS: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 CLOSED SESSION: 12:15 p.m. RECONVENE: 12:23 p.m.  
 PUBLIC HEARING: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 ORDINANCES ADOPTED: \_\_\_\_\_ ADJOURN: 12:24 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"/>	9:06 a.m.	12:24 p.m.
City of Chula Vista	McCann	<input checked="" type="checkbox"/>	Cardenas	<input type="checkbox"/>	9:06 a.m.	12:24 p.m.
City of Coronado	Donovan	<input checked="" type="checkbox"/>	Duncan	<input type="checkbox"/>	9:06 a.m.	12:24 p.m.
County of San Diego	Vacant	<input type="checkbox"/>	Vargas	<input type="checkbox"/>	ABSENT	ABESENT
City of El Cajon	Goble (Vice-Chair)	<input checked="" type="checkbox"/>	Ortiz	<input type="checkbox"/>	9:06 a.m.	12:24 p.m.
City of Imperial Beach	Leyba-Gonzalez	<input type="checkbox"/>	Aguirre	<input checked="" type="checkbox"/>	9:06 a.m.	12:24 p.m.
City of La Mesa	Dillard	<input checked="" type="checkbox"/>	Arapostathis	<input type="checkbox"/>	9:06 a.m.	12:14 a.m.
City of Lemon Grove	Gastil	<input checked="" type="checkbox"/>	Mendoza	<input type="checkbox"/>	9:06 a.m.	12:24 p.m.
City of National City	Bush	<input checked="" type="checkbox"/>	Rodriguez	<input type="checkbox"/>	9:06 a.m.	12:24 p.m.
City of Poway	Frank	<input checked="" type="checkbox"/>	Pepin	<input type="checkbox"/>	9:06 a.m.	12:24 p.m.
City of San Diego	Montgomery Steppe	<input checked="" type="checkbox"/>	Von Wilpert	<input type="checkbox"/>	9:10 a.m.	12:05 p.m.
City of San Diego	Elo-Rivera	<input checked="" type="checkbox"/>	LaCava	<input type="checkbox"/>	9:10 a.m.	12:14 p.m.
City of San Diego	Gloria	<input type="checkbox"/>	Moreno	<input checked="" type="checkbox"/>	9:06 a.m.	11:20 a.m.
					11:46 a.m.	12:05 a.m.
City of San Diego	Whitburn (Chair)	<input checked="" type="checkbox"/>	Campillo	<input type="checkbox"/>	9:06 a.m.	12:14 p.m.
City of Santee	Hall	<input checked="" type="checkbox"/>	Koval	<input type="checkbox"/>	9:06 a.m.	12:14 p.m.
			Minto	<input type="checkbox"/>		

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

July 27, 2023

#### SUBJECT:

Adoption of 2023 Conflict of Interest Code – Amendment

#### RECOMMENDATION:

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

- 1) Adopt Resolution No. 23-09 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2023 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2023 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body), (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

#### Budget Impact

None.

#### DISCUSSION:

The Political Reform Act (the “Act”) requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets. Except for positions listed in Gov. Code § 87200, the Conflict of Interest Code must specifically designate all agency positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

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



It is proposed that MTS's Conflict of Interest Code be amended to include new positions that must be designated and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions (Attachment B).

Therefore, staff recommends the MTS Board of Directors:

- 1) Adopt Resolution No. 23-09 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2023 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2023 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body), (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Resolution No. 23-09  
B. Redline of Amendment to 2023 Conflict of Interest Code  
C. Notice of Intent

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-09

Resolution Of The Board Of Directors Of The San Diego Metropolitan Transit System Adopting An Amended Conflict Of Interest Code Pursuant To The Political Reform Act Of 1974

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

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

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on February 16, 2023, in compliance with the Act; and

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

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

WHEREAS, a public meeting was held upon the proposed amended Conflict of Interest Code at a regular meeting of the Board of Directors on July 27, 2023, at which all present were given an opportunity to be heard on the proposed amended Conflict of Interest Code.

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

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

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

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

PASSED AND ADOPTED by the Board of Directors this 27th day of July, 2023 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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General Counsel  
San Diego Metropolitan Transit System

Resolution 23-09

Attachment: A. Final Conflict of Interest Code

LAW OFFICES OF  
BEST BEST & KRIEGER LLP

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

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

(Amended ~~February 16, 2023~~ July 27, 2023)

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

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



# APPENDIX

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

(Amended ~~February 16, 2023~~ July 27, 2023)

### PART “A”

#### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

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

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

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

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## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

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

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BEST BEST & KRIEGER LLP

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

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BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Information Technology Enterprise Architect (IoT)	5
Information Technology Operation Manager	5
Internal Auditor	4
Liability Claims Supervisor	1, 2, 7
Manager of Benefits & Compensation	5
Manager of Contract Operations & Passenger Facilities	2, 4
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
Manager of Marketing and Communications	5
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
Manager of PRONTO AND Passenger Support	5
Manager of Real Estate Assets	1, 2
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5
Manager of Service Quality and Special Operations	5, 8
Manager of Support Services	2, 3, 5
Manager of Talent Acquisition	5
Marketing and Communications Specialist	5
Network Operations Manager	5

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BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Operating Budget Supervisor	1, 2
Procurement Specialist (ALL)	4
Project Engineer	1, 2
Professional Standards Manager	7
Project Administrator	5
Project Manager (ALL)	1, 2
Public Relations Specialist	5
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
Revenue Maintenance Supervisor (ALL)	5
Right-of-Way Permit Coordinator	2, 5, 6
<del>SAP Software Developer</del>	<del>5</del>
Security System Administrator	5
Senior Contract Operations Administration	5
Senior Data Warehouse Engineer	5
Senior Human Resources Analyst	5
Senior Project Manager - Rail Systems	1, 2
<del>Senior SAP Architect</del>	<del>5</del>
Senior Transportation Planner	1, 2
Software Developer	5
Superintendent of Facilities	5

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

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

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

**PART “B”****DISCLOSURE CATEGORIES**

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

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

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

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

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

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

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

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

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

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

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



**NOTICE OF INTENTION TO AMEND THE  
CONFLICT OF INTEREST CODE OF THE  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

NOTICE IS HEREBY GIVEN that the Board of Directors of the San Diego Metropolitan Transit System (MTS) intends to amend its Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

The Appendix of the Code designates those employees, members, officers and consultants who are subject to the disclosure and disqualification requirements of MTS's Code. The proposed amendment include new positions that must be designated and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental.

The proposed amended Code will be considered by the Board of Directors on July 27, 2023, at 9:00 a.m. at San Diego Metropolitan Transit System, James R. Mills Building, Board Meeting Room, 10<sup>th</sup> Floor, 1255 Imperial Avenue, San Diego, California. Any interested person may be present electronically via Zoom: <https://zoom.us/j/98288032362> and comment at the public meeting or may submit written comments concerning the proposed amendment.

Any comments or inquiries should be directed to the attention of Dalia Gonzalez, Executive Assistant to CEO and Clerk of the Board, San Diego Metropolitan Transit System, 1255 Imperial Ave., Ste. 1000, San Diego, CA 92101-7490; (619) 231-1466. Written comments must be submitted no later than July 26, 2023, at 4:00 p.m.

The proposed amended Code may be reviewed at, and copies obtained from Dalia Gonzalez, Executive Assistant to CEO and Clerk of the Board.



## Agenda Item No. 5

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

July 27, 2023

#### SUBJECT:

Proposed Revisions to The Accessible Services Advisory Committee Membership Guidelines

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the proposed revisions to the Accessible Services Advisory Committee (ASAC) Membership Guidelines (Attachment A).

#### ASAC Recommendation

At its June 15, 2023 meeting, ASAC recommend that the Board of Directors approve the proposed revisions to the ASAC Membership Guidelines, with 14 voting in favor (Committee Members: Chair George Gastil, Ashley Wiley, Todd Lordson, Christian Hernandez, Belinda Kelly, Justin Augustin, Herberto Gaytan, Debbie Marshall, Samantha Stephan, Jorge Rivas, Juan Lopez, Casey Meyers, Brent Boyd, and Jana Schwartz in favor), 3 absent (Committee Members Sharlene Ornelas, Monique Ball, and Kacie Rodvill absent) and 1 vacant seat (California Department of Transportation (Caltrans)). Please note, the ASAC recommendation also included the removal of the Caltrans representative due to multiple years of the seat being unfilled. However, after the completion of the June 15, 2023 ASAC Meeting, Caltrans was able to appoint a member to ASAC. Therefore, staff recommends keeping Caltrans as a member on ASAC.

#### Budget Impact

None.

#### DISCUSSION:

The ASAC provides MTS staff, the Chief Executive Officer and/or the MTS Board of Directors, depending on the subject matter, recommendations and feedback on accessibility related matters. The ASAC Membership Guidelines establishes the makeup of the committee, which currently includes various MTS staff and MTS contractors, a fixed-route passenger with a



disability, a complementary paratransit passenger, and various social service and disability advocacy organizations.

MTS staff conducted a review of the ASAC Membership Guidelines as it had not been revised since January 2018. MTS identified concerns with having MTS staff and MTS contractors be a voting member on ASAC. It may be more appropriate to have MTS staff and MTS contractors take a supporting role to facilitate ASAC agenda item discussion as needed, instead of being voting members on ASAC, to reduce any perceived conflicts of interests. MTS staff proposes to remove the following representatives as voting members: trolley, fixed-route bus, fixed-route bus contract services, complementary paratransit contract service, and complementary paratransit eligibility contract services.

MTS staff also proposes to add one (1) additional fixed-route passenger with a disability and (1) additional complementary paratransit passenger to the existing one (1) fixed-route passenger with a disability and one (1) complementary paratransit passenger, to increase feedback from riders that use our system. Further, based on the feedback received from ASAC, we will also open the applications to representatives of a fixed-route passenger with a disability or complementary paratransit passenger (e.g. family member, guardian or advocate that assists or coordinates the passenger's travel needs and may be able to provide helpful feedback to ASAC). This entire proposal would reduce the total number of voting members of ASAC from 18 to 15.

Upon approval, MTS will conduct various outreach measures to ensure that the public is notified of the applications to become a fixed-route passenger or complementary paratransit passenger representative on ASAC (Attachment B)

Therefore, it is staff's recommendation that the MTS Board of Directors approve the proposed revisions to the ASAC Membership Guidelines (Attachment A).

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. ASAC Membership Guidelines (red-line with track changes)  
B. Draft Applications for the ASAC Fixed-Route and Complementary Paratransit Passenger Representatives



**Metropolitan  
Transit  
System**

## Accessible Services Advisory Committee Guidelines

The San Diego Metropolitan Transit System (MTS) provides fixed route bus service, complementary paratransit service, and light rail service in southern San Diego County. On February 9, 1995, the San Diego Metropolitan Transit System (MTS) Board of Directors established the MTS Accessible Services Advisory Committee (ASAC). The purpose of ASAC is provide feedback to the Chief Executive Officer and designated staff about various MTS services, proposals, and concepts relating to accessibility. This feedback is used to formulate recommended courses of action that the Chief Executive Officer or Board of Directors, whichever applicable, may review for approval.

The -minimum guidelines for the ASAC are as follows:

I. The responsibilities of the committee will be:

A. To advise and make recommendations to the MTS Board of Directors on:

1. Funding to implement accessible service;
2. Disabled passenger fare structures;
3. Policies and guidelines for accessible service delivery;
4. Accessible service plans/plan updates; and
5. Accessible service contracts.

B. To advise the MTS staff and MTS operators on:

1. Accessible service operational and performance issues;
2. Disabled passenger transfer procedures between, (a) paratransit/paratransit services, (b) fixed route/fixed route services, and (c) paratransit/fixed route services (fixed route includes all rail);
3. Plans/updates for new or expanded accessible services;
4. Community outreach, interface, and marketing for accessible services;
5. Accessible revenue vehicle purchase or lease, and design for new or updated facilities; and
6. Disabled passenger certification policies and procedures.



II. The committee will not set policy.

III. Membership to the committee will include ~~eighteen~~fifteen (15) voting members, comprised of:

A. a MTS Board of Directors member, appointed on an annual basis who will be approved by the MTS Board of Directors;

~~B. a MTS trolley representative, appointed by the MTS Chief Executive Officer or designee;~~

~~C. a MTS bus representative, appointed by the MTS Chief Executive Officer or designee;~~

~~D. a MTS fixed route contract service representative, appointed by the MTS Chief Executive Officer or designee;~~

~~E. a MTS complementary paratransit contract service representative, appointed by the MTS Chief Executive Officer or designee;~~

~~F. a MTS complementary paratransit eligibility contract service representative, appointed by the MTS Chief Executive Officer or designee;~~

~~G.~~B. a San Diego Association of Governments (SANDAG) representative, appointed in writing by the governmental agency;

~~H.~~C. a California Department of Transportation (Caltrans) representative, appointed in writing by the governmental agency;

~~I.~~D. a Facilitating Access to Coordinated Transportation (FACT) representative, appointed in writing by the agency;

~~J.~~E. a San Diego Regional Center representative, appointed in writing by the agency;

~~K.~~F. a San Diego Center for the Blind representative, appointed in writing by the organization;

~~L.~~G. a State Council on Developmental Disabilities representative, appointed in writing by the organization;

~~M.~~H. a County of San Diego Health and Human Services Department, Aging and Independent Services representative, appointed in writing by the agency;

~~N.~~I. a County of San Diego Health and Human Services Department, Behavioral Health Services representative, appointed in writing by the agency;

~~O.~~J. an Access to Independence representative, appointed in writing by the agency;

~~P.~~K. a Deaf Community Service representative, appointed in writing by the organization;

~~Q.L.~~ two (2) a-MTS complementary paratransit service patrons (or their representative (e.g. family, guardian, advocate))~~-representative~~, appointed by the MTS Chief Executive Officer or designee;

~~R.M.~~ two (2) anindividuals with a disability that uses MTS fixed route service (or their representative (e.g. family, guardian, advocate)), appointed by the MTS Chief Executive Officer or designee; and

~~S.N.~~ Decisions to add a new governmental agency, social service agency or disability group to the committee shall be approved by the MTS Chief Executive Officer or designee.

IV. Committee officers

- A. Committee chairperson will be the MTS Board of Director member representative; and
- B. Committee vice-chair will be the MTS Liaison to the committee.

V. Alternates

- A. Each governmental agency, social service agency and disability group may designate one (1) alternate member by providing written notification to the MTS Liaison to the committee; and
- B. The MTS Chief Executive Officer or designee may designate one (1) alternate MTS complementary paratransit patron and one (1) alternate fixed route patron representative.

VI. Committee membership terms

- A. Except for the chairperson of the committee, the term of membership of each committee member shall be three (3) years. Members may be re-appointed for successive terms.

VII. Removal and Resignation

- A. Any member who misses four (4) consecutive meetings may be subject to removal. For any member who has missed three (3) consecutive meetings, a documented warning shall be provided to the member; and
- B. A member may resign from the committee by a letter of resignation.

VIII. Committee voting will be accomplished, as follows:

- A. Committee will determine the number of its membership of purposes of a quorum;
- B. 51 percent attendance will be a quorum to hold a meeting;
- C. Each membership representative, as described within Section III, will have an equal vote;
- D. 51 percent of the vote of those in attendance will approve an item; and

- E. A roster of the members who voted will be provided to the MTS Board of Directors along with any agenda item proposed for MTS Board of Directors Action.

IX. Subcommittees

- A. ASAC may establish subcommittees as necessary.

- 1. MTS Board of Directors approval is required to establish a standing subcommittee.
- 2. MTS Chief Executive Officer or designee approval is required to establish an ad hoc subcommittee.

X. MTS Liaison – Staff Support

- A. MTS Chief Executive Officer or designee will designate a staff person(s) to act as the MTS Liaison to the committee to prepare meeting notices, agendas and minutes as required. MTS Chief Executive Officer may also designate MTS staff or MTS contractors to attend ASAC meetings -in order to facilitate ASAC Meeting discussions (e.g. representatives from Trolley, Fixed Route Bus, Complementary Paratransit, Complementary Paratransit Eligibility, Customer Service or Security).

XI. MTS Board of Directors approval is required to revise the ASAC Guidelines.

XII. The committee is subject to the Brown Act.

Originally adopted by the MTS Board of Directors on 2/3/1995

Revisions Approved by ASAC on 3/3/2016

Revisions Approved by MTS Board of Directors on 3/17/2016

Revisions Approved by ASAC on 9/21/2017

Revisions Approved by ASAC on 12/14/2017

Revisions Approved by MTS Board of Directors on 1/18/2018

Revisions Approved by ASAC on 6/15/2023

Revisions Approved by MTS Board of Directors on 7/27/2023

## San Diego Metropolitan Transit System (MTS)

### Accessible Services Advisory Committee

#### **Notice of Vacancy on ASAC**

Applications are being accepted from individuals who are interested in volunteering to serve on MTS's Accessible Services Advisory Committee (ASAC). The ASAC has been established to advise the MTS Board of Directors and MTS staff regarding the implementation of accessible transportation services within MTS's service area and other accessibility related matters.

The ASAC currently meets quarterly on Thursdays in the MTS Board Room, located at 1255 Imperial Avenue, Suite 1000 (10<sup>th</sup> Floor) San Diego CA 92101. Meetings typically run from 1:00P.M to 3:00P.M. Committee members serve a term of three (3) years and may be reappointed thereafter.

Currently MTS is looking to fill the **Fixed Route Passenger with a Disability or their Representative** position.

#### **Eligibility:**

- 1) You are an individual with a disability who uses MTS Fixed Route Services (fixed route bus or trolley); or**
- 2) You provide travel assistance to an individual with a disability who uses MTS Fixed Route Services (e.g. family, guardian, or advocate that assists or coordinates the rider's travel), please apply below.**

Appointments are made at the discretion of the MTS Chief Executive Officer. Interested persons should complete the attached application. Completed Applications must be submitted by **August 16<sup>th</sup>** to:

Carla Perez  
100 16<sup>th</sup> St.  
San Diego, CA 92101  
Phone: 619-595-7038  
Fax:619-814-1510  
Carla.Perez@sdmts.com

If you have any questions regarding the application or if you need this information available in an alternate format, please contact the MTS Staff Liaison for ASAC at 619-595-7038.

*Your completed application may be subject to public disclosure per the California Public Records Act.*



<b>Application Information</b>
--------------------------------

<b>First Name</b>		<b>Last Name</b>	
<b>Street Address</b>			<b>Apt/Unit #</b>
<b>City</b>		<b>State</b>	<b>Zip Code</b>
<b>Phone</b>		<b>E-mail Address</b>	

Please answer each question as completely as possible. Responses to the following questions may be printed or typed in the space below or attached on a separate sheet of paper.

1. Are you an individual with a disability who currently uses MTS fixed route services or do you assist an individual with disability that uses MTS fixed route services with their travel needs?  
1b. How frequent and what region do you or the rider you represent use the service most in?

2. Do you or the rider you represent use other services as well, i.e. MTS complementary paratransit services (MTS Access)?  
2b. What region do you or the rider you represent use the service most in?

3. Describe your participation in community activities and advocacy groups?

4. Are you employed by an agency that sits on the ASAC committee? (There may be an opportunity to be an agency representative on ASAC)

5. *Are there other committees that you sit on, or are a part of, elected or not?*

6. *Why do you want to become a member of the ASAC committee?*

7. *If selected, would you be willing to commit to making the quarterly meetings?*

8. *If selected, and you cannot make the meetings, would you work with the MTS selected alternate to ensure that they know when you are not going to be in attendance?*

\_\_\_\_\_  
**Applicants Name (Please Print)**

\_\_\_\_\_  
**Applicants Signature**

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

## San Diego Metropolitan Transit System (MTS)

### Accessible Services Advisory Committee

#### **Notice of Vacancy on ASAC**

Applications are being accepted from individuals who are interested in volunteering to serve on MTS's Accessible Services Advisory Committee (ASAC). The ASAC has been established to advise the MTS Board of Directors and MTS staff regarding the implementation of accessible transportation services within MTS's service area and other accessibility related matters.

The ASAC currently meets quarterly on Thursdays in the MTS Board Room, located at 1255 Imperial Avenue, Suite 1000 (10<sup>th</sup> Floor) San Diego CA 92101. Meetings typically run from 1:00P.M to 3:00P.M. Committee members serve a term of three (3) years and may be reappointed thereafter.

Currently MTS is looking to fill the **Complementary Paratransit (MTS Access) Passenger or Representative** position.

#### **Eligibility:**

- 1) Are a current MTS Access (complementary paratransit) passenger; or**
- 2) You provide travel assistance to an MTS Access rider (e.g. family, guardian, or advocate that assists or coordinates the rider's travel), please apply below.**

Appointments are made at the discretion of the MTS Chief Executive Officer. Interested persons should complete the attached application. Completed Applications must be submitted by **August 16<sup>th</sup>** to:

Carla Perez  
100 16<sup>th</sup> St.  
San Diego, CA 92101  
Phone: 619-595-7038  
Fax: 619-814-1510  
Carla.Perez@sdmts.com

If you have any questions regarding the application or if you need this information available in an alternate format, please contact the MTS Staff Liaison for ASAC at 619-595-7038.

*Your completed application may be subject to public disclosure per the California Public Records Act.*

<b>Application Information</b>
--------------------------------

<b>First Name</b>		<b>Last Name</b>	
<b>Street Address</b>			<b>Apt/Unit #</b>
<b>City</b>		<b>State</b>	<b>Zip Code</b>
<b>Phone</b>		<b>E-mail Address</b>	

Please answer each question as completely as possible. Responses to the following questions may be printed or typed in the space below or attached on a separate sheet of paper.

1. Are you currently a MTS Access (Complementary Paratransit) rider or do you closely assist a MTS Access rider with their travel needs? If yes, how frequently do you or the rider you represent ride?

1b. What region do you or the rider you represent ride the service most in?

2. Do you or the rider you represent use other services as well, i.e. MTS fixed route bus and trolley?

2b. What region do you or the rider you represent use the service most in?

3. Describe your participation in community activities and advocacy groups?

4. Are you employed by an agency that sits on the ASAC committee? (There may be an opportunity to be a designated member on ASAC representing an agency)

5. *Are there other committees that you sit on, or are a part of, elected or not?*

6. *Why do you want to become a member of the ASAC committee?*

7. *If selected, would you be willing to commit to making the quarterly meetings?*

8. *If selected, and you cannot make the meetings, would you work with any MTS selected alternate to ensure that they know when you are not going to be in attendance?*

\_\_\_\_\_  
Applicants Name (Please Print)

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Date



## Agenda Item No. 6

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

July 27, 2023

#### SUBJECT:

Additional Staffing – One (1) Planning – Transportation Planner

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to add one (1) Transportation Planner to the position tables previously approved in the Fiscal Year 2024 budget.

#### Budget Impact

The Transportation Planner will be in Salary Grade #7 (\$50,383 to \$90,635). The total net cost of the additional position (including both wage and benefits) would be approximately \$113,217 annually. The expense would be added into the annual Planning Department budget, and first reflected in the Fiscal Year 2024 mid-year budget amendment.

#### DISCUSSION:

The anticipated passage of California Senate Bill 102 and California Assembly Bill 102 would provide \$5.1 billion in state investment in transit with the goal of preserving levels of service and increasing ridership to pre-pandemic levels and beyond. These bills could result in substantial short-term subsidy to MTS of up to \$290 million over four years. Legislative trailer bills would institute accountability and reform requirements on transit agencies to access this funding. Among the requirements are reporting on service plans, changes and potential restructuring to eliminating service redundancies, improve coordination amongst transit operators, and evaluate the transit network.

MTS currently has two Transportation Planners that cover the entire MTS jurisdiction, with a recruitment currently in progress to fill a third, vacant position. Transportation Planners are responsible for service and facility evaluation, community and resident engagement on service-related issues, and monitoring of trends to recommend on-going service adjustments. With the increased requirements of anticipated state funding to study and plan network changes in order



to access these funds, one additional Transportation Planner position has been identified as necessary for MTS going forward.

Today's proposed action would authorize the CEO to create an additional full-time employment position for a Transportation Planner, and to fund it in the Fiscal Year 2024 budget.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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



## Agenda Item No. 7

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

July 27, 2023

#### SUBJECT:

Trolley Track Improvement – Construction Management (CM) Services - Work Order

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA2499-CM01 under MTS Doc. No. G2499.0-21 (in substantially the same format as Attachment A) with PGH Wong, a Minority Business Enterprise (MBE), in the amount of \$149,474.37 for CM services for Trolley Track Improvements.

#### Budget Impact

The total budget for this project is estimated to be \$149,474.37 and is funded by MTS Capital Improvement Program (CIP) 2005109201 – Grade Crossing Replacement \$104,632.05, 2005118201 – 62<sup>nd</sup> St. Station Trackway Replacement \$14,947.44, and 2005118301 – 16<sup>th</sup> to 20<sup>th</sup> Street Track Replacement \$29,894.88.

#### 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 CIP Budget includes several track improvement projects. On June 15, 2023 (AI 11), the MTS Board authorized a contract with Balfour Beatty Infrastructure Inc. (\$8,884,454) to construct four CIP projects involving grade crossing, track, and crosstie replacements (collectively "Trolley Track Improvements").

Today's proposed action would award a work order to PGH Wong for CM services related to the Trolley Track Improvements project. The scope of the services includes inspection services for grade crossing replacement at eight locations, replacing tracks at 62nd Street Trolley Station, and replacing tracks between 16th St and 20th St on Commercial St.





A&E Consultant Selection Process

On January 11, 2021, the San Diego Association of Governments (SANDAG) led and issued a joint procurement with MTS for On-Call CM services by Requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of CM and related consulting services.

The RFSQ resulted in the approval of six firms qualified to perform CM services. As an option, MTS can assign work orders through a direct award based on specialized qualifications and previous work or rotation.

PGH Wong was selected under the rotation method as the next qualified firm for this Work Order WOA2499-CM01. The price proposal prepared by PGH Wong was determined to be fair and reasonable as compared to the Independent Cost Estimate at \$151,986.69. No subconsultants will be used on this Work Order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2499-CM01 under MTS Doc. No. G2499.0-21 (in substantially the same format as Attachment A) with PGH Wong, a MBE, in the amount of \$149,474.37 for construction management services.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order WOA2499-CM01, MTS Doc. No. G2499.0-21  
B. Scope of Services  
C. Negotiated Fee Proposal



# Metropolitan Transit System

Att.A, AI 7, 07/27/23

July 27, 2023

MTS Doc No. G2499.0-21

Work Order No. WOA2499-CM01

PGH Wong Engineering Services, Inc  
Peter G.H. Wong  
CEO  
401 B St. Suite 1160  
San Diego CA, 92101

Dear Peter G.H. Wong:

Subject: MTS DOC. NO. G2499.0-21, WOA2499-CM01, TROLLEY TRACK IMPROVEMENT 2023, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2499.0-21, WOA2499-CM01, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

## SCOPE OF SERVICES

Provide construction management and inspection staff for various Trolley Track Improvement 2023 Construction work, for various MTS projects in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

## SCHEDULE

The project schedule shall follow the Trolley Track Improvements 2023 (PWL366.0-23)

## PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$149,474.37 without prior written authorization of MTS.

Sincerely,

Agreed:

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

\_\_\_\_\_  
Peter G.H. Wong, CEO  
PGH Wong Engineering Services, Inc

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

Attachments:

- A. Scope of Services
- B. Negotiated Fee Proposal

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





**Metropolitan  
Transit  
System**

Contract No. G2499.0-21  
Work Order No.: WOA2499-CM01

## **ATTACHMENT A**

### **SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)**

#### **SCOPE OF WORK**

#### **MTS TROLLEY TRACK IMPROVEMENTS 2023 TRACK INSPECTION SERVICES**

#### **I. PROJECT DESCRIPTION**

The Trolley Track Improvements 2023 construction project includes the following work:

- Removal and replacement of existing rubber panels replacement of 115# rail, and construction of asphalt concrete at the following locations on the Orange Line:
  - Francis Street Vehicular Crossing
  - Marshall Avenue Vehicular Crossing.
- Removal and replacement of vehicular crossings and construction of asphalt concrete at the following locations on the Orange Line:
  - 27th Street Vehicular Crossing
  - 29th Street Vehicular Crossing
  - 62nd Street Vehicular Crossing
  - 5th Avenue and C Street Vehicular Crossing
  - Civic Center Vehicular Crossing
  - Island Avenue Vehicular Crossing
  - 62nd Street Trolley Station
- Installation of sidewalk with raised epoxy pebble at the following locations on the Orange Line:
  - Marshall Avenue Vehicular Crossing.
  - 27th Street Vehicular Crossing
  - 62nd Street Vehicular Crossing
  - Civic Center Vehicular Crossing
- Removal of Existing Track at 62nd Street Trolley Station, along with precast concrete pedestrian crossings, asphalt concrete, and all required incidentals.

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- Construction of new Track on Concrete Ties at 62nd Street Trolley Station, along with, and other required incidentals
- Installation of (2) EA 10' Pedestrian Grade Crossing(s), Asphalt Ramps, and all other required incidentals.
- Install (2) EA 20' Pedestrian Grade Crossing(s), Asphalt Ramps, and all other required incidentals.
- Replacement of timber crossties and incidentals, surfacing, purchase and placement of ballast, and destressing between Barrio Logan Station and East Beyer Blvd Bridge on the Eastbound track on the Blue Line.
- Removal of Existing Track, along with asphalt concrete, sidewalk, and all required incidentals from 16th St to 20th St on Commercial Street of the Orange Line.
- Construction of new Track on Concrete Ties, along with concrete ties, asphalt concrete, ballast, filter fabric, and all other required incidentals from 16th St to 20th St on Commercial Street on the Orange Line.

A Notice-to-Proceed (NTP) for the construction contract is expected to be issued in August 2023. Within fourteen (14) calendar days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to MTS for Approval. Construction is to begin at NTP and is specified to be completed within 360 calendar days from NTP.

## **II. EXPECTED RESULTS**

Provide track inspection and project/task order management services to support the construction contract. Should project demands exceed the staffing depicted in our staffing plan, we will work with MTS' Project Manager to allocate resources, as necessary. Services shall be performed in accordance with MTS and SANDAG policies and procedures and under the management of MTS. Key staff shall include:

- Track Inspector – As Needed, as requested by MTS.
- Contract Manager – Part Time
- Administrative support – Part time

## **III. SCOPE OF WORK**

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents.

### **1.0 Project/Task Order Manager**

The Project/Task Order manager will provide periodic supervision of the team, manage CM contract budget, and schedule, and serve as MTS' point of contact for conduct and performance of CM services. Tasks include:



- Verify that the assigned field personnel are trained in the skills that are needed to manage each task.
- Administer personnel action, coordinate personnel matters with MTS' Contract Manager.
- Review monthly invoices prior to submission to MTS.

## **2.0 Track Inspection**

- Perform quality assurance inspection of the track work to verify general compliance with the contract documents.
- Prepare daily reports noting work description, materials, quantities, pertinent decisions.
- Perform inspection on track elements, as well as intermittent inspection for station improvements, utilities, and surface improvements.
- Regular tasks include:
  - On Time & Materials change orders, keep a daily record of contractor's equipment, labor, and material on Tentative Agreements.
  - Obtain regular photo documentation.
  - Identify non-compliant work to the Contractor and report to the MTS Project Manager.
  - Maintain accounting of daily quantities of contract bid item or change order work performed. Assist MTS Project Manager in reviewing Contractor's Pay App and assist in determining quantities to be included for payment in the monthly progress payment.
  - If observed work does not meet contract or change order requirements, prepare, and submit Non-Conformance Report (NCR) to the MTS Project Manager.
  - Attend meetings as requested by the MTS Project Manager.
- Coordinate construction activities with MTS operations
- Perform submittal reviews for track elements.

## **IV. PERIOD OF PERFORMANCE**

NTP through NTP + 360 calendar days.

## **V. DELIVERABLES**

- a. Inspection reports, inspection daily diaries, and pay estimates in accordance with MTS procedures.
- b. Associated Track Inspection Project records in accordance with MTS procedures or Caltrans categorical filing system

## **VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

### Tasks Schedule

<b>Task</b>	<b>Begin/End Dates</b>
Project/Task Order management/ Inspection Services	Approximately 360 calendar days. Follows MTS Trolley Track Improvements 2023 Construction Project PWL366.0-23.



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

1. Project plans, special provisions, and standard specifications
2. Applicable permits
3. Flagging personnel for work alongside MTS right-of-way
4. MTS Roadway Worker training (if necessary) for personnel working alongside MTS right-of-way.

**VIII. SPECIAL CONDITIONS**

Work Order is for Track Inspection and the Scope of services excludes:

- Labor compliance services for the construction contract
- Construction Management Administration Services
- Construction Management/Resident Engineering Services
- Office Engineering Services
- Civil Inspection
- Electrical Inspection
- Signal Inspection
- Special Inspection and Materials Testing
- Construction staking and surveying.
- Hazardous material monitoring and testing services.
- Additional Services may be provided, as requested by MTS, and as needed, for additional fee.
- Construction contractor is responsible for job site safety and safety of transit patrons and general public during construction, including for non-completed work and work in progress.

**IX. MTS ACCEPTANCE OF SERVICES:**

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm 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 Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm 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. Firm 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 design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm 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:

1. Paying applicable delay fees,
2. Revising provided documents,

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

**XI. DELIVERABLE REQUIREMENTS**

Firm 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 does not 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 Firm to any third party.

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

Firm'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. Firm shall maintain backup copies of all data conveyed to MTS.

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

**XII. PREVAILING WAGE**

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

# Work Order Estimate Summary

Att.C, AI 7, 07/27/23

MTS Doc. No. G2499.0-21

Work Order No. WOA2499-CM01

Attachment: B

Work Order Title: MTS Trolley Track Improvements 2023 - Inspection Services

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Track Inspection Services	\$149,474.37

Totals = \$149,474.37

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management/Coordination	36.0	\$6,952.08
2		Inspection Services	476.0	\$142,522.29

Totals = 512.0 \$149,474.37

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	PGH Wong Engineering, Inc.	512.0	\$149,474.37

Totals = 512.0 \$149,474.37





## Agenda Item No. 8

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

July 27, 2023

#### SUBJECT:

Orange/Blue/Green Lines Variable Message Sign (VMS) Installation 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 No. WOA355-AE-17, under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A), with Psomas, in the amount of \$410,078.68 to prepare plans, specifications, and estimate (PS&E) for the Orange/Blue/Green Lines VMS Installation Project.

#### Budget Impact

The total cost of this contract is estimated to be \$410,078.68. This project is funded by Transit and Intercity Rail Capital Program (TIRCP) – 2005119501 Orange Line Rail Signal Project in the amount of \$248,407.38 and Capital Improvement Program (CIP) 2007118701 - Blue/Green Lines VMS Signs in the amount of \$161,671.30.

#### DISCUSSION:

Variable Message Signs (VMS) are installed at MTS trolley stations and provide information about next train arrival or other service-related notices. Because of varying factors such as space available and configuration of the platform and shelter areas, the method of installation is site specific: some VMS signs are mounted on station shelters and others are mounted on standalone poles.

Many of these units are nearing the end of their useful life and are ready for replacement. CIP projects have been identified to fund this effort, including a TIRCP grant for VMS replacement at Orange Line stations.

Through a separate agreement with Global Display Solutions, Inc. (GDS), MTS has selected new VMS units to replace the existing Daktronics trolley signage throughout 52 Stations along the Orange, Blue and Green MTS Trolley lines.



The intent of this Work Order is for Psomas to review the proposed GDS units; perform on-site review of the existing sign supports, power and network connections; and provide plans, technical specifications, and estimates for the attachment and integration of GDS units to the existing sign supports and information network. Psomas will then prepare drawings and technical specifications for structural, power and network improvements needed at each location.

For accounting and grant management purposes, the Work Order will be separated by two phases: The Orange Line stations will be completed as part of Phase 1, PS&E submitted for approval along with the grant funding. PS&E for the Blue and Green Line stations will follow shortly after as part of Phase 2. However, field review of the Blue and Green Line stations take place concurrently with the Orange line field review.

#### A&E Consultant Selection Process

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 rotation award process, selected Psomas to perform the VMS Installation Project A&E services.

Psomas's proposed amount of \$410,078.68 is less than MTS's Independent Cost Estimate (ICE) of \$500,000.00 and was determined to be fair and reasonable.

For this project, Psomas will utilize the following subcontractors:

<b>Subcontractor Firm Name</b>	<b>Firm Classification</b>	<b>Dollar Value of Subcontract</b>
Hatch Associates Consultants, Inc. (Phase I)	None	\$178,983.04
Hatch Associates Consultants, Inc. (Phase II)	None	\$90,906.56
<b>Total Subcontracted Amount</b>		<b>\$269,889.60</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA355-AE-17, under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A), with Psomas, in the amount of \$410,078.68 to PS&E for the Orange/Blue/Green Lines VMS Installation Project.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA355-AE-17



**Metropolitan  
Transit  
System**

Att.A, AI 8, 07/27/23

July 27, 2023

MTS Doc. No. PWL355.0-22  
Work Order No. WOA355-AE-17

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

Dear Mrs. Curran:

**Subject: WORK ORDER WOA355-AE-17 TO MTS DOC. NO. PWL355.0-22, DESIGN SERVICES FOR ORANGE/BLUE/GREEN LINES VARIABLE MESSAGE SIGN (VMS) INSTALLATION PROJECT**

This letter shall serve as our agreement for Work Order WOA355-AE-17 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 design services for Orange, Blue and Green lines VMS installation project. For MTS accounting purposes, services for the project will be separated by two phases. Phase 1 will be performed in accordance with the attached Scope of Services (Attachment A1), and Phase 2 will be performed in accordance with the attached Scope of Services (Attachment A2).

#### SCHEDULE

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

#### PAYMENT

Payment shall be based on actual costs in the amount of \$248,407.38 for Phase 1 (Attachment B1), and \$161,671.30 for Phase 2 (Attachment B2). The total amount of the Work Order shall not exceed \$410,078.68, without prior authorization.



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 A1, Scope of Services, Phase 1  
Attachment A2, Scopes of Services, Phase 2  
Attachment B1, Negotiated Fee Proposal, Phase 1  
Attachment B2, Negotiated Fee Proposal, Phase 2

DRAFT

**ATTACHMENT A1  
SCOPE OF SERVICES, PHASE 1**

DRAFT

**TITLE: VMS SIGN INSTALLATIONS – Phase 1 Site WOA NO.: WOA355-AE-17  
Reconnaissance and Orange Line PS&E**

**I. PROJECT DESCRIPTION**

Due to TIRCP grant funding allocated for Orange Line variable message sign (VMS) replacement, MTS is interested in retaining a consultant team to field verify the existing conditions of the VMS sign supports, and the power and network connections at the Orange, Blue, and Green Line trolley stations. MTS is in the process of selecting new VMS units (GDS) to replace the existing Daktronics trolley signage throughout the 52 Stations along the Orange, Blue and Green MTS Trolley lines. The consultant team will then prepare drawings and technical specifications for structural, power and network improvements needed along each line to accommodate the new signage.

**II. SCOPE OF WORK**

The scope of work shall consist of the tasks and deliverables described below. The goal of the project is to review the proposed GDS units; perform on-site review of the existing sign supports, power and network connections; and provide plans, technical specifications, and estimates for the attachment and integration of GDS units to the existing sign supports and information network.

The Project will be completed in two Phases:

The Orange line will be completed as part of Phase 1, with PS&E submitted for approval along with the grant funding. See the timeline listed below.

PS&E for the Blue and Green Lines will follow shortly after as part of Phase 2. However, field review will be concurrent with the Orange line. The Mid-Coast line is not included in this proposal.

Psomas will provide the following services as Part of Phase 1:

**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.
- 1.3 Also included in Project Management is QA/QC which will be performed 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 – Site Reconnaissance and Summary**

- 2.1 Structural Review:  
Psomas will perform a visual and hands-on structural assessment of each sign support to verify they match the as-built plans, have not been modified, and are in sufficient condition to accept the new GDS signs.

Psomas will review the as-built plans of the sign supports for each line, review the new GDS sign specifications for weight and size, analyze the existing supports for structural adequacy with the new sign weights, wind, and seismic loading, and design adapting brackets to attach new GDS signs to each pole type.

Psomas will provide a technical memo describing the sign support conditions and preliminary attachment detail.

2.2 Data/Electrical Review:

Psomas' subconsultant, Hatch Associates Consultants Inc. (Hatch), will also conduct site surveys of each of the 52 stations to gather information about the existing power circuits, media converters, and network cabling and connectivity to the local station network for backhaul to central control. Hatch will produce a site survey report with pictures and descriptions of the existing power and network connections to each existing VMS at each station.

To conduct the site survey, Hatch will ask an MTS representative to provide access to the signs, handholes, cabinets, network switches, and media converters at each station. Where necessary, the MTS will need to furnish a ladder to access some of the equipment.

2.3 Psomas will compile the Structural Review Technical Memo and Data/Electrical Review Survey Report and submit to MTS.

**Task 3 – Plans, Specifications and Estimates**

3.1 Preliminary Design:

Psomas will prepare plans, technical specifications, and estimates for the Orange Line sign improvements.

3.1A Structural Drawings:

The plan set for each line is expected to include the following:

- Cover sheet
- Notes, Index, Standards
- Route Map/Site Plan/Table of Support Types
- Support Type 1 (Plan, Elevation, Section)
- Support Type 2 (Plan, Elevation, Section)
- Structural Connection Details

Psomas will create technical project special provisions based on a template file provided by MTS. The specifications will include staging of the installations, structural connection, and painting.

Items of work and construction cost estimates will be prepared.

3.1B Data/Electrical Drawings:

Hatch will similarly prepare an engineering package for the Orange Line consisting of typical drawings and specifications for installing and connecting the new signs to the power and network connections at each station. Signs with similar power and network connections will reference typical drawings and specifications. The packages will also



include the requirements for pre and post installation testing to verify the proper installation, functionality, and network connectivity of each sign.

### 3.2 Final Design:

MTS will review the preliminary PS&E and provide comments. Psomas will respond to comments and provide updated PS&E.

## III. PERIOD OF PERFORMANCE

12 Months from Phase 1 NTP – See Schedule in Section V

## IV. DELIVERABLES

List required deliverables, format and number of copies (be specific as necessary).

- Field memo
- Plans (Preliminary and Final)
- Specifications (Preliminary and Final)
- Cost Estimates (Preliminary and Final)
- Structural Calculations
- QA/QC Documentation

## V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

### A. Tasks Schedule

<b>Task</b>	<b>Begin/End Dates</b>
Orange Line	NTP + 6 months
Blue Line	NTP + 9 months
Green Line	NTP + 12 months

### B. Milestones/Deliverables Schedule

<b>Milestone/Deliverable</b>	<b>Due Date</b>
Orange, Blue and Green Line Site Recon	NTP + 3 months
Orange Line PS&E	NTP + 6 months
Blue Line PS&E	NTP + 9 months
Green Line PS&E	NTP + 12 months

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

- As-Built Plans
- Technical specifications of new GDS signs including all network and power requirements
- MTS representative participation in field reconnaissance including necessary equipment needed to access signs and cabinets.
- Table of all IP addresses to be configured for the new signs.

## 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 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.

**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 Contractors deficient work product and shall bear no costs or burden associated with Contractors deficient performance and/or work product.

**X. DELIVERABLE REQUIREMENTS**

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

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

### Assumptions

- Existing sign supports will be reused and not require replacement in-kind.
- Existing sign supports will be able to support the replacement signs without additional strengthening or replacement.
- There are up to 4 different sign support configurations requiring analysis.
- There are four signs per station.
- New VMS signs will replace the existing at the same mounting locations. Any changes or improvements such as sign relocation or addition of new signs are assumed not required at this time.
- An active Ethernet connection with a Cat 5e/6 cable is present at every VMS sign location.
- Each present VMS is fed with a 120 volt/20-amp circuit.
- An MTS representative will participate in the site survey of all 52 stations to provide access to signs, handholes, cabinets, network switches, media converters, etc. MTS representative will supply any needed equipment for access.
- Site survey will take no more than two weeks to complete and will take place over consecutive working days for all stations and all lines.
- Any head end systems and/or components that communicate with the signs are assumed to be fully functional and compatible with the new signs. No designs or specifications will be associated with the head end, networks, back office, fiber infrastructure, software, cyber, or other element beyond the power and Ethernet connection at the signs.  
MTS will perform all head end and back-office configurations needed to accommodate the new signs.

### Exclusions

- Bidding and Construction Support
- Preparation of Bid package and Terms and Conditions documents for the installation Contractor

## **XIII. PREVAILING WAGE**

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

**ATTACHMENT B1,  
NEGOTIATED FEE PROPOSAL, PHASE 1**

DRAFT

# Work Order Estimate Summary

Att.A, AI 8, 07/27/23

MTS Doc. No. PWG355.0-22

Work Order No. WOA355-AE-17

Attachment: B

Work Order Title: VMS POLE VERIFICATIONS - Ph 1 Site Recon and Orange Line PS&E

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	28.0	5,474.2
2		Site Reconnaissance	602.0	145,859.3
3		Engineering Packages	487.0	97,073.9
4				
5				
6				
7				
8				
9				
10				
11				

Totals = 1,117.0 \$248,407.38

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	358.0	\$69,424.34
				Hatch Associates Consultants, Inc.	759.0	\$178,983.04

Totals = 1,117.0 \$248,407.38

Work Order Estimate  
Summary

Att.A, AI 8, 07/27/23

Total Hours =

358

Total Costs =

\$69,424.34

Consultant/Subconsultant:

Psomas

MTS Doc. No.:

PWG355.0-22

Work Order No.:

WOA355-AE-17

Work Order Title:

VMS POLE VERIFICATIONS - Ph 1 Site Recon and Orange Line PS&E

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Technical Expert	Engineer - Principal	Task Manager	Engineer - 3	Contract Manager	Planner - Senior	Engineer - 2	Archaeologi st - Senior	CADD - Senior	Admin - 3	Total Hours	Totals
				\$ 282.57	\$ 248.20	\$ 219.98	\$ 197.27	\$ 177.92	\$ 156.74	\$ 151.35	\$ 141.50	\$ 131.84	\$ 105.77		
1	Task 1	Project Management and Coordination													
	1.1	invoicing, scheduling, monthly progress reports				6							6	12	\$1,954.50
	1.2	Coordination with MTS and Meetings				10								10	\$2,199.80
	1.3	QA/QC				6								6	\$1,319.88
		Subtotals (Hours) =	N/A			22							6	28	\$5,474.18
		Subtotals (Costs) =				\$4,839.56							\$634.62	28	\$5,474.18
2	Task 2	Site Reconnaissance													
		Review As-Built, Create Field Forms					24							24	\$4,734.48
		Field Work					40							40	\$7,890.80
		Field Reporting, Support Dead and Wind Analysis			12		104							116	\$23,494.48
		Subtotals (Hours) =	N/A		12		168							180	\$36,119.76
		Subtotals (Costs) =			\$2,978.40		\$33,141.36							180	\$36,119.76
3	Task 3	Engineering Packages													
	Orange Line														
		General Sheets				16						16		32	\$5,629.12
		Prelim Structural Support Drawings			4		24			16				44	\$8,148.88
		Prelim Structural Specs and Estimates			4		8			4				16	\$3,176.36
		Final Structural PS&E			4		24			16				44	\$8,148.88
		Compile submittals to MTS				10						4		14	\$2,727.16
		Subtotals (Hours) =	N/A		12	26	56			36		20		150	\$27,830.40
				\$2,978.40	\$5,719.48	\$11,047.12			\$5,448.60		\$2,636.80			150	\$27,830.40
		Totals (Summary) =												358	\$69,424.34
		Total (Hours) =	N/A		24	48	224			36		20	6	358	
		Total (Costs) =		\$5,956.80	\$10,559.04	\$44,188.48			\$5,448.60		\$2,636.80	\$634.62			\$69,424.34
		Percentage of Total (Hours) =	N/A		7%	13%				10%		6%	0.01675978	37%	
		Percentage of Total (Costs) =			9%	15%				8%		4%	0.00914117		35%

Work Order Estimate  
Summary

Att.A, AI 8, 07/27/23

Total Hours =	759
Total Costs =	\$178,983.04

Consultant/Subconsultant: Hatch Associates Consultants, Inc.

MTS Doc. No.: PWG355.0-22

Work Order No.: WOA355-AE-17

Work Order Title: VMS Pole Verifications - Ph 1 Site Recon and Orange Line PS&E

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mike Tagaras Planner - Senior	Matt Wolff Technician - Senior	Robert Dudley Technician - Senior	Geraldo Reyes Technician - Senior	Dan Gurgel Planner - 3	Alec Huynh Technician - 3	Margaret Burnett Technician - Senior	TBD	TBD		Total Hours	Totals	Percent of Total	
				\$ 371.50	\$ 260.05	\$ 260.05	\$ 260.05	\$ 181.32	\$ 167.06	\$ 260.05	\$ -	\$ -	\$ -			Hours	Costs
2	Task 2	Meetings / Site Survey															
	Meetings		\$6,623.00		24	24		18						66	\$22,369.16		
	Site Survey Plan (Internal)				16	16	8		8					48	\$11,738.48		
	Railway Worker Protection Training					2	2							4	\$1,040.20		
	Site Survey					80	80							160	\$41,608.00		
	Site Survey Report				16	16	32		32					96	\$21,989.12		
	QC Site Survey Report				8	8	16		16					48	\$10,994.56		
	Subtotals (Hours) =	N/A			64	146	138	18	56					422	\$109,739.52		
	Subtotals (Costs) =	\$6,623.00			\$16,643.20	\$37,967.30	\$35,886.90	\$3,263.76	\$9,355.36					422	\$109,739.52	56%	61%
3	Task 3	Engineering Packages															
	Orange Line Drawings				24	24		48	48					144	\$29,204.64		
	QC Orange Line Drawings				8	8		12	12					40	\$8,341.36		
	Orange Line Specifications				12	12			60	12				96	\$19,385.40		
	Orange Line QC Specifications				6	6			9					21	\$4,624.14		
	Orange Line Installation and Network Connectivity Tests				6	6			12					24	\$5,125.32		
	Orange Line QC Tests				3	3			6					12	\$2,562.66		
Subtotals (Hours) =			N/A		59	59		60	147	12				337	\$69,243.52		
Subtotals (Costs) =					\$15,342.95	\$15,342.95		\$10,879.20	\$24,557.82	\$3,120.60				337	\$69,243.52	44.4%	38.7%
Totals (Summary) =														759	\$178,983.04		
Total (Hours) =			N/A		123	205	138	78	203	12				759			
Total (Costs) =			\$6,623.00		\$31,986.15	\$53,310.25	\$35,886.90	\$14,142.96	\$33,913.18	\$3,120.60					\$178,983.04		
Percentage of Total (Hours) =			N/A		16%	27%		10%	27%	2%				82%			
Percentage of Total (Costs) =			4%		18%	30%		8%	19%	2%					80%		

# Work Order Estimate Summary

Att.A, AI 8, 07/27/23

Consultant/ Subconsultant: **Hatch Associates Consultants, Inc.**

Contract No: **PWG355.0-22**

Task Order No. **WOA355-AE-17**

Work Order Title: **VMS Pole Verifications - Ph 1 Site Recon and Orange Line PS&E**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel - Mileage	1.0	\$0.655	1,000	\$655.00								
2	Hotel	1.0	\$217.20	20	\$4,344.00								
3	Per Diem - Meals (1st/Last Day)	1.0	\$55.00	8	\$440.00								
4	Per Diem - Meals	1.0	\$74.00	16	\$1,184.00								
5													
6													
7													
8													
9													
10													
Subtotal =					\$6,623.00	Subtotal =			Subtotal =			Subtotal =	

		TASKS/WBS (6-10)															
ODC Item	Description											Totals					
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total				
1	Travel - Mileage											1,000	\$655.00				
2	Hotel											20	\$4,344.00				
3	Per Diem - Meals (1st/Last Day)											8	\$440.00				
4	Per Diem - Meals											16	\$1,184.00				
5																	
6																	
7																	
8																	
9																	
10																	
Subtotal =				Subtotal =				Subtotal =				Subtotal =				Totals =	\$6,623.00



**ATTACHMENT A2  
SCOPE OF SERVICES, PHASE 2**

DRAFT

**TITLE: VMS SIGN INSTALLATIONS – Phase 2 Blue WOA NO.: WOA355-AE-17  
and Green Line PS&E**

**I. PROJECT DESCRIPTION**

Due to TIRCP grant funding allocated for Orange Line variable message sign (VMS) replacement, MTS is interested in retaining a consultant team to field verify the existing conditions of the VMS sign supports, and the power and network connections at the Orange, Blue, and Green Line trolley stations. MTS is in the process of selecting new VMS units (GDS) to replace the existing Daktronics trolley signage throughout the 52 Stations along the Orange, Blue and Green MTS Trolley lines. The consultant team will then prepare drawings and technical specifications for structural, power and network improvements needed along each line to accommodate the new signage.

**II. SCOPE OF WORK**

The scope of work shall consist of the tasks and deliverables described below. The goal of the project is to review the proposed GDS units; perform on-site review of the existing sign supports, power and network connections; and provide plans, technical specifications, and estimates for the attachment and integration of GDS units to the existing sign supports and information network.

The Project will be completed in two Phases:

The Orange line will be completed as part of Phase 1, with PS&E submitted for approval along with the grant funding. See the timeline listed below.

PS&E for the Blue and Green Lines will follow shortly after as part of Phase 2. However, field review will be concurrent with the Orange line. The Mid-Coast line is not included in this proposal.

Psomas will provide the following services as part of Phase 2:

**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.
- 1.3 Also included in Project Management is QA/QC which will be performed 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 – Plans, Specifications and Estimates**

- 3.1 Preliminary Design:  
Psomas will prepare plans, technical specifications, and estimates, in two separate packages, for the Blue and Green Line sign improvements.
- 3.1A Structural Drawings:

The plan set for each line is expected to include the following:

- Cover sheet
- Notes, Index, Standards
- Route Map/Site Plan/Table of Support Types
- Support Type 1 (Plan, Elevation, Section)
- Support Type 2 (Plan, Elevation, Section)
- Structural Connection Details

Psomas will create technical project special provisions based on a template file provided by MTS. The specifications will include staging of the installations, structural connection, and painting.

Items of work and construction cost estimates will be prepared.

### 3.1B Data/Electrical Drawings:

Hatch will similarly prepare two engineering packages, one each for the Blue and Green Lines, consisting of typical drawings and specifications for installing and connecting the new signs to the power and network connections at each station. Signs with similar power and network connections will reference typical drawings and specifications. The packages will also include the requirements for pre and post installation testing to verify the proper installation, functionality, and network connectivity of each sign.

### 3.2 Final Design:

MTS will review the preliminary PS&E and provide comments. Psomas will respond to comments and provide updated PS&E.

## III. PERIOD OF PERFORMANCE

12 Months from Phase 1 NTP – See Schedule in Section V

## IV. DELIVERABLES

List required deliverables, format and number of copies (be specific as necessary).

- Plans (Preliminary and Final)
- Specifications (Preliminary and Final)
- Cost Estimates (Preliminary and Final)
- Structural Calculations
- QA/QC Documentation

## V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

### A. Tasks Schedule

<b>Task</b>	<b>Begin/End Dates</b>
Orange Line	NTP + 6 months
Blue Line	NTP + 9 months
Green Line	NTP + 12 months

### B. Milestones/Deliverables Schedule

<b>Milestone/Deliverable</b>	<b>Due Date</b>
------------------------------	-----------------

Orange, Blue and Green Line Site Recon	NTP + 3 months
Orange Line PS&E	NTP + 6 months
Blue Line PS&E	NTP + 9 months
Green Line PS&E	NTP + 12 months

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

- As-Built Plans
- Technical specifications of new GDS signs including all network and power requirements
- MTS representative participation in field reconnaissance including necessary equipment needed to access signs and cabinets.
- Table of all IP addresses to be configured for the new signs.

## **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 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.

## **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 Contractors deficient work product and shall bear no costs or burden associated with Contractors deficient performance and/or work product.

#### **X. DELIVERABLE REQUIREMENTS**

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

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

##### Assumptions

- Existing sign supports will be reused and not require replacement in-kind.
  - Existing sign supports will be able to support the replacement signs without additional strengthening or replacement.
  - There are up to 4 different sign support configurations requiring analysis.
  - There are four signs per station.
  - New VMS signs will replace the existing at the same mounting locations. Any changes or improvements such as sign relocation or addition of new signs are assumed not required at this time.
  - An active Ethernet connection with a Cat 5e/6 cable is present at every VMS sign location.
  - Each present VMS is fed with a 120 volt/20-amp circuit.
  - Any head end systems and/or components that communicate with the signs are assumed to be fully functional and compatible with the new signs. No designs or specifications will be associated with the head end, networks, back office, fiber infrastructure, software, cyber, or other element beyond the power and Ethernet connection at the signs.
- MTS will perform all head end and back-office configurations needed to accommodate the new signs.

Exclusions

- Bidding and Construction Support
- Preparation of Bid package and Terms and Conditions documents for the installation Contractor

**XIII. PREVAILING WAGE**

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

DRAFT

**ATTACHMENT B2,  
NEGOTIATED FEE PROPOSAL, PHASE 2**

DRAFT

# Work Order Estimate Summary

Att.A, AI 8, 07/27/23

MTS Doc. No. PWG355.0-22

Work Order No. WOA355-AE-17

Attachment: B

Work Order Title: VMS POLE VERIFICATIONS - Ph 2 Green and Blue Lines  
PS&E

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	76.0	15,985.5
2		Engineering Packages	743.0	145,685.8
3				
4				
5				
6				
7				
8				
9				
10				
11				

Totals = 819.0 \$161,671.30

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	378.0	\$70,764.74
				Hatch Associates Consultants, Inc.	441.0	\$90,906.56

Totals = 819.0 \$161,671.30



## Work Order Estimate Summary

Att.A, Al 8, 07/27/23

Consultant/Subconsultant:

## Psomas

MTS Doc. No.:

**PWG355.0-22**

Work Order No.:

**WOA355-AE-17**

Work Order Title:

## VMS POLE VERIFICATIONS - Ph 2 Geen and Blue Lines PS&E

**Attachment:**

**B**

Total Hours =

378

Total Costs =

**\$70,764.74**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Technical Expert	Engineer - Principal	Task Manager	Engineer - 3	Contract Manager	Planner - Senior	Engineer - 2	Archaeologi st - Senior	CADD - Senior	Admin - 3	Total Hours	Totals	
			\$ 282.57	\$ 248.20	\$ 219.98	\$ 197.27	\$ 177.92	\$ 156.74	\$ 151.35	\$ 141.50	\$ 131.84	\$ 105.77				
1	Task 1	Project Management and Coordination														
	1.1 invoicing, scheduling, monthly progress reports				14								10	24	\$4,137.42	
	1.2 Coordination with MTS and Meetings				20									20	\$4,399.60	
	1.3 QA/QC				10									10	\$2,199.80	
		Subtotals (Hours) =	N/A			44							10	54	\$10,736.82	
		Subtotals (Costs) =				\$9,679.12							\$1,057.70	54	\$10,736.82	
2	Task 2	Engineering Packages														
	Blue Line															
	General Sheets				16							16		32	\$5,629.12	
	Prelim Structural Support Drawings			4		32				20				56	\$10,332.44	
	Prelim Structural Specs and Estimates			4		8				4				16	\$3,176.36	
	Final Structural PS&E			4		24				16						
	Compile submittals to MTS				10							4				
	Green Line															
	General Sheets				16							16				
	Prelim Structural Support Drawings			4		32				20						
	Prelim Structural Specs and Estimates			4		8				4						
	Final Structural PS&E			4		24				16				44	\$8,148.88	
	Compile submittals to MTS				10	q						4		14	\$2,727.16	
			Subtotals (Hours) =	N/A		24	52	128			80		40		162	\$30,013.96
			Subtotals (Costs) =			\$5,956.80	\$11,438.96	\$25,250.56			\$12,108.00		\$5,273.60		324	\$60,027.92
		Subtotals (Hours) =	N/A													
Totals (Summary) =														378	\$70,764.74	
		Total (Hours) =	N/A		24	96	128			80		40	10	216		
		Total (Costs) =			\$5,956.80	\$21,118.08	\$25,250.56			\$12,108.00		\$5,273.60	\$1,057.70		\$40,750.78	
		Percentage of Total (Hours) =	N/A		6%	25%				21%		11%	0.02645503	66%		
		Percentage of Total (Costs) =			8%	30%				17%		7%	0.01494671		63%	

## Work Order Estimate Summary

Att.A, Al 8, 07/27/23

Total Hours =

441

Total Costs =

**\$90,906.56**

Consultant/Subconsultant: **Hatch Associates Consultants, Inc.**

MTS Doc. No.: PWG355.0-22

Work Order No.: **WOA355-AE-1**

**Attachment:** E

Work Order Title: **VMS POLE VERIFICATIONS - Ph 2 Green and Blue Lines PS&E**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mike Tagaras Planner - Senior	Matt Wolff Technician - Senior	Robert Dudley Technician - Senior	Geraldo Reyes Technician - Senior	Dan Gurgel Planner - 3	Alec Huynh Technician - 3	Margaret Burnett Technician - Senior	TBD	TBD		Total Hours	Totals	Percent of Total	
				\$ 371.50	\$ 260.05	\$ 260.05	\$ 260.05	\$ 181.32	\$ 167.06	\$ 260.05	\$ -	\$ -	\$ -			Hours	Costs
1	Task 1	Project Management and Coordination															
	Meetings			8	8			6						22	\$5,248.72		
Subtotals (Hours) =			N/A	8	8		6						22	\$5,248.72			
Subtotals (Costs) =				\$2,080.40	\$2,080.40		\$1,087.92						22	\$5,248.72	5%	6%	
2	Task 2	Engineering Packages															
	Blue Line			24	24			48	48					144	\$29,204.64		
	QC Blue Line			8	8			12	12					40	\$8,341.36		
	Green Line			24	24			48	48					144	\$29,204.64		
	QC Green Line			8	8			12	12					40	\$8,341.36		
	Specifications			4	4				20	4				32	\$6,461.80		
	QC Specifications			2	2				3					7	\$1,541.38		
	Installation and			2	2				4					8	\$1,708.44		
	QC Tests			1	1				2					4	\$854.22		
Subtotals (Hours) =			N/A	73	73		120	149	4				419	\$85,657.84			
Subtotals (Costs) =				\$18,983.65	\$18,983.65		\$21,758.40	\$24,891.94	\$1,040.20				419	\$85,657.84	95.0%	94.2%	
Totals (Summary) =													441	\$90,906.56			
Total (Hours) =			N/A	81	81		126	149	4				441				
Total (Costs) =				\$21,064.05	\$21,064.05		\$22,846.32	\$24,891.94	\$1,040.20					\$90,906.56			
Percentage of Total (Hours) =			N/A	18%	18%		29%	34%	1%				100%				
Percentage of Total (Costs) =				23%	23%		25%	27%	1%					100%			



## Agenda Item No. 9

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

July 27, 2023

#### SUBJECT:

J Street Corrugated Metal Pipe Emergency Repair – Work Order Agreement

#### RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-16 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$146,929.97 for the repair of the corrugated metal pipe located at J Street along the Blue Line right-of-way.

#### Budget Impact

The total cost for this work order is estimated to be \$146,929.97. 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 \$2,865.13. This project is funded by Operating Budget 370016-571142 Track.

#### DISCUSSION:

Along the railroad right of way, corrugate metal pipe is installed to move water from the curb and gutter away from the MTS right of way to protect the track infrastructure. MTS staff has identified that the corrugated metal pipe located under the Blue Line right of way at J Street in Chula Vista has cracked and the gaps in the pipe are causing sinkholes. The pipe needs to be repaired to stop the sinkholes and ensure track stability. The repairs will include relining the pipe, removing and cleaning the debris, forming new head wall, and grouting the existing pipe invert to reduce voids and further failure.

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement to provide all materials, labor, and equipment for the J Street corrugated metal pipe repair. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed within 60 days of issuance of the notice to proceed. ABCGC will be utilizing Downstream Services, Inc., a Small Business (SB), as a subcontractor for this work order.



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

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

On April 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call JOC General Civil Construction services that primarily consists of repair, remodeling, or other repetitive work for general civil and site improvements, including earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

Three (3) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On June 13, 2019 (AI 12), the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWG347.0-22 with ABCGC for Civil Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-16 under JOC to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$146,929.97 for the Blue Line J Street corrugated metal pipe repair.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order MTSJOC347-16



# Metropolitan Transit System

## JOB ORDER CONTRACT WORK ORDER

PWG347.0-22  
CONTRACT NUMBER

MTSJOC347-16  
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. PWG347.0-22), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$146,929.97

<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)**

## DETAILED SCOPE OF WORK

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This work consists of **J STREET – 48” Corrugated Metal Pipe Repair**.

**I. SCOPE OF WORK - The contractor shall:**

- Repair of 48” Corrugated Metal Pipe – using CIPP or recommended solution.
- Protect the work area until re-lining has sufficiently cured.

**II. SUBMITTALS:**

- CIPP or approved equal.

**III. STAGING:**

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

**IV. TEMP FACILITIES:**

- Contractor is responsible for temp power and water if there is not a close or local source.

**V. SAFETY AND ACCESS:**

- All work will occur within the work hours, and so caution must be taken around. Cover protection for construction might require.

**VI. 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.

**VII. SCHEDULE:**

- All work shall be completed as soon as possible within 60 calendar days from issuance of NTP.



# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

## Final Scope of Work

Date: 6/28/2023

Job Order Contracting

To:

From:

**Contract No:** PWG347.0-22  
**Job Order No:** MTSJOC347-16  
**Job Order Title:** J St CMP - Emergency Repair  
**Location:** Blue Line ROW  
1255 Imperial Ave  
San Diego, CA 92101

### Brief Scope of Work:

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

## DETAILED SCOPE OF WORK

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This work consists of **J STREET - 48" Corrugated Metal Pipe Repair**.

1. **SCOPE OF WORK - The contractor shall:**

- Repair of 48" Corrugated Metal Pipe - using CIPP or recommended solution.
- Protect the work area until re-lining has sufficiently cured.

-

1. **SUBMITTALS:**

- CIPP or approved equal.

1. **STAGING:**

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

-

1. **TEMP FACILITIES:**

- Contractor is responsible for temp power and water if there is not a close or local source.



1. **SAFETY AND ACCESS:**

- All work will occur within the work hours, and so caution must be taken around. Cover protection for construction might require.

1. **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.

-

1. **SCHEDULE:**

- All work shall be completed as soon as possible within 60 calendar days from issuance of NTP.

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Norman Marmolejo, Project Manager

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Date

## EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$20,090.53	\$0.00	\$0.00	\$20,090.53
03	Concrete	\$7,690.11	\$0.00	\$0.00	\$7,690.11
33	Utilities	\$119,149.33	\$0.00	\$0.00	\$119,149.33
Line Count: 25			Proposal Total:		\$146,929.97

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

\* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

01 General Requirements								\$20,090.53
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000004	Reimbursable Fees	Installation	1,256.00	\$1.00	EA	1.0890	\$1,367.78
Accepted		History:	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: MTS class fee 8 guys x 157 each

Item Note: Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

							Total:	\$1,367.78
2	012220000027	Laborer	Installation	32.00	\$74.04	HR	1.0890	\$2,580.15
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed.

Contractor Comments: V:1.3-Remains in scope

User Note: Laborer time to remove and reinstall chain-link fence after lining for access; 2 men 1 day each way

Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

							Total:	\$2,580.15
3	012220000027	Laborer	Installation	64.00	\$74.04	HR	1.0890	\$5,160.29
Accepted		History:	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: MTS Class; 8 men for 8 hours

Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

							Total:	\$5,160.29
4	012223000698	100.0 KW, 60 Hertz Towable Diesel Powered Generator Set	Installation	1.00	\$1,072.12	WK	1.0890	\$1,167.54
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM

Contractor Comments: V:1.3-Remains in scope

User Note: Need power at work location

Item Note: Fuel consumption: 100% load - 7.4 gallons per hour, 75% load - 5.8 gallons per hour, 50% load - 4.1 gallons per hour.

							Total:	\$1,167.54
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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

5	012223001301	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full- Time Truck Driver	Installation	1.00	\$3,593.11	WK	1.0890	\$3,912.90
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: Onsite tool truck						
		Item Note:						
							Total:	\$3,912.90
6	012223001342	2,000 Gallon Water Truck With Full-Time Driver	Installation	1.00	\$4,049.48	WK	1.0890	\$4,409.88
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: Need water at work location						
		Item Note:						
							Total:	\$4,409.88
7	017419000016	40 CY Dumpster (5 Ton) "Construction Debris"	Installation	1.00	\$814.98	EA	1.0890	\$887.51
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: Debris containment and haul off						
		Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						
							Total:	\$887.51
8	017419000021	Rampless Concrete Washout Bin	Installation	1.00	\$555.08	MO	1.0890	\$604.48
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: BMP's - Concrete washout						
		Item Note: Includes delivery.						
							Total:	\$604.48
03 Concrete								\$7,690.11

\* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	031113000011	>12" High Slab Edge and Block-Out Wood Formwork	Installation	72.00	\$9.12	SF	1.0890	\$715.08
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM								
Contractor Comments: V:1.3-Remains in scope								
User Note:		Forming new head wall for new liner Estimated - 6x6 at each each						
Item Note:								
							Total:	\$715.08
10	031113000011	For <1,000, Add	MOD: 0005 Installation	72.00	\$1.73	SF	1.0890	\$135.65
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted						
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
							Total:	\$135.65
11	033716000010	35 CY/HR, 66 HP Trailer Mounted Concrete Pump	Installation	8.00	\$97.56	HR	1.0890	\$849.94
Accepted		History:	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
User Note:		Pump for Headwall work. 1 day						
Item Note:		Includes hoses						
							Total:	\$849.94

\* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

12	036423000002	Pressure Injected Epoxy Grout	Installation	22.00	\$1,140.04	CF	1.0890	\$27,313.08
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	CF	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM

User Note: 1) Grouting the existing pipe invert, any voids or failures before lining as needed; Estimated 2 CF per LF (126CF)  
2) Two new Head walls; Estimated at 6x6x6" x 2 sides (36CF)  
Total: 162CF

Item Note:

								Total:	\$27,313.08
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13	036423000002	For >4, Deduct	MOD: 0171	Installation	162.00	-\$120.87	CF	1.0890	-\$21,323.64
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Accepted History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted

Includes Labor No Includes Equipment No Includes Materials Yes

								Total:	-\$21,323.64
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33 Utilities								\$119,149.33	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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14	330110710003	Initial Set Up And Final Equipment Removal For Relining Underground Water Pipelines	Installation	1.00	\$4,129.00	EA	1.0890	\$4,496.48
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Accepted History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted Demo: 0.000000 \$0.00 EA 1.0890 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-What's the purpose for this item? If we already have the item 33 01 30 72-00006.

Contractor Comments: V:1.3-Remains in scope

								Total:	\$4,496.48
--	--	--	--	--	--	--	--	--------	------------

15	330130110005	Initial Set Up For "Crawler" Video Camera Inspection, >30" Diameter Pipe Or Culvert	Installation	2.00	\$2,166.27	EA	1.0890	\$4,718.14
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Accepted History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted Demo: 0.000000 \$0.00 EA 1.0890 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM

Contractor Comments: V:1.3-Remains in scope

User Note: Lining crew will Camera before and after lining and provide a report with any warranty

Item Note:

								Total:	\$4,718.14
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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: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

16	330130110014	>42" To 60" Diameter Pipe Installation	63.00	\$7.63	LF	1.0890	\$523.47
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	LF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No							
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM							
Contractor Comments: V:1.3-Remains in scope							
Total:							\$523.47
17	330130110032	>42" To 60" Diameter Pipe Inspection, Planning/Analysis Phase	1.00	\$8.06	LF	1.0890	\$8.78
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	LF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No							
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM							
Contractor Comments: V:1.3-Remains in scope							
Total:							\$8.78
18	330130410027	Initial Set Up And Final Equipment Removal For Mechanical Cleaning	1.00	\$1,012.63	EA	1.0890	\$1,102.75
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No							
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM							
Contractor Comments: V:1.3-Remains in scope							
User Note: Cleaning pipe out before repairs and lining							
Item Note:							
Total:							\$1,102.75
19	330130410028	Move And Reset Up At Different Access/Location	1.00	\$337.55	EA	1.0890	\$367.59
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No							
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM							
Contractor Comments: V:1.3-Remains in scope							
Total:							\$367.59

\* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

20	330130410038	>42 To 60" Diameter Pipe Line Cleaning, Mechanical Method	Installation	63.00	\$27.91	LF	1.0890	\$1,914.82
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials Yes						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$1,914.82
21	330130720005	Initial Set Up And Final Equipment Removal For Relining >24" To 48" Underground Pipelines Cured In-Place Pipe (CIPP)	Installation	1.00	\$3,096.75	EA	1.0890	\$3,372.36
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$3,372.36
22	330130720006	Initial Set Up And Final Equipment Removal For Relining Underground Pipelines Cured In-Place Pipe (CIPP)	Installation	1.00	\$4,129.00	EA	1.0890	\$4,496.48
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$4,496.48
23	330130720014	Mixing Truck And Refrigeration For Relining >48" To 72" Underground Pipelines Cured In-Place Pipe (CIPP)	Installation	1.00	\$6,193.50	EA	1.0890	\$6,744.72
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$6,744.72

\* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

24	330130720271	42mm Lining 48" Pipe With Resin Impregnated Cured In-Place Pipe (CIPP)	Installation	63.00	\$1,171.76	LF	1.0890	\$80,390.94
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Owner Comments: V:1.2-Per Submittal Package, Vinylester Resin is for contaminated water from industries and waste water w/ high temperatures which is not applicable for our Project.

As discussed, please revised as necessary.

User Note: Pipe Linner

Item Note:

							Total:	\$80,390.94
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25	330130720271	For >50 To 100, Add	MOD: 0378	Installation	63.00	\$160.52	LF	1.0890	\$11,012.80
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted							
Includes Labor Yes Includes Equipment Yes Includes Materials Yes									

							Total:	\$11,012.80
							Proposal Total:	\$146,929.97
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: 6/28/2023

Job Order Contracting

**Contract #:** PWG347.0-22  
**Job Order #:** MTSJOC347-16  
**Job Order Title:** J St CMP - Emergency Repair  
**Location:** Blue Line ROW  
**Contractor:** ABC General Inc.  
**Subcontractor:** DOWNSTREAM SERVICES INC

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
DOWNSTREAM SERVICES INC 2855 Progress Pl, Escondido, CA 92029	807953	CIPP Liner		\$85,870.00	58.44%



## Agenda Item No. 10

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

July 27, 2023

#### SUBJECT:

Motorola Solutions, Inc. Radio System Maintenance 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. B0759.0-23, a Sole Source agreement (in substantially the same format as Attachment A), with Motorola Solutions, Inc. (Motorola), for provision of Regional Transit Management System (RTMS) radio system maintenance services for a four (4) year period effective August 1, 2023, in the amount of \$1,185,954.08.

#### Budget Impact

The total cost of this contract is estimated to be \$1,185,954.08. MTS and the North County Transit District (NCTD) will share the costs of the support agreement through a Memorandum of Understanding (MOU), G0699.0-02. MTS's costs for the agreement will be funded by Operating Budget 661010-571250 Information Technology (IT). 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. RTMS is currently being used to support operations of most MTS fixed-route bus services and NCTD fixed-route services.

RTMS includes the major components:

1. Radio system
2. Computer-Aided Dispatch Software
3. On-board vehicle hardware

The RTMS radio system includes Motorola hardware installed at nine (9) radio tower sites, base dispatching systems at four (4) sites, vehicle voice radios, and a core radio control system at the



Imperial Avenue Division. Motorola's software and equipment are proprietary and, as a result, Motorola software and equipment can only be repaired and maintained by Motorola.

Per MTS Board Policy No. 52, Procurement of Goods and Services, MTS is permitted to utilize a documented Sole Source procurement method when 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, and in accordance with Federal Transit Administration (FTA) Circular 4220.1F, Chapter VI, Section 3i-1b – "Patent or Restricted Data Rights", MTS can engage in a sole source award to Motorola as patent and data rights exist for RTMS related software and on-board vehicle hardware support services.

The costs for the Support Agreement from August 1, 2023 to July 31, 2027 are as follows:

Service Description	Price
ASTRO System Essential Plus Package	\$705,086.46
System Upgrade	\$220,377.24
ASTRO Field Implementation	\$70,490.38
ASTRO Network Security Services	\$40,000.00
Two-Way Radio Repairs (as needed)	\$150,000.00
<b>Contract Total</b>	<b>\$1,185,954.08</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0759.0-23, a Sole Source agreement (in substantially the same format as Attachment A), with Motorola, for provision of RTMS radio system maintenance services for a four (4) year period effective August 1, 2023, in the amount of \$1,185,954.08.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. B0759.0-23  
B. Scope of Work  
C. Costs



# Metropolitan Transit System

## STANDARD AGREEMENT FOR

MTS DOC. NO. B0759.0-23

### MOTOROLA SOLUTIONS, INC. HARDWARE/SOFTWARE SUPPORT AGREEMENT

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: Motorola Solutions, Inc. Address: 500 W Monroe Street  
Chicago, IL 60661  
 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 with goods as specified in the conformed Scope of Work (Exhibit A), Contractor's Cost Proposal (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 four (4) years effective August 1, 2023 to July 31, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,185,954.08 without the express written consent of MTS.

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





Proposal

Metropolitan Transit System

# ASTRO 25 Essential Plus Statement of Work

June 21st, 2023



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## Section 1

# Essential Plus Services Statement of Work

## 1.1 Overview

Motorola Solutions' ASTRO® 25 Essential Plus Services (Essential Plus Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair w/ Advanced Replacement
- Security Update Service
- On-site Infrastructure Response
- Annual Preventative Maintenance

Each of these elements is summarized below and expanded upon in Section 1.3: Essential Plus Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 1.3: Essential Plus Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

### Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

### Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

## **Security Update Service**

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

## **On-site Infrastructure Response**

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

## **Annual Preventive Maintenance**

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

# **1.2 Motorola Solutions Service Delivery Ecosystem**

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

## **1.2.1 Centralized Managed Support Operations**

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

## **1.2.2 Field Service**

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

### 1.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

### 1.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

### 1.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- **Remote Technical Support:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair:** Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **Security Update Service:** View available security updates. Access available security update downloads.
- **On-site Infrastructure Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance:** View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Orders and Contract Information:** View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

## 1.3 Essential Plus Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

### 1.3.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

#### 1.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 1.4: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

#### 1.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 1.4: Priority Level Definitions and Response Times.

#### 1.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

### 1.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 1.4: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

### 1.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

### 1.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.4: Priority Level Definitions and Response Times..
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

## 1.3.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

### 1.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

### 1.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

### 1.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

### 1.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:



- When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
- When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.3.14.6: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

### 1.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.

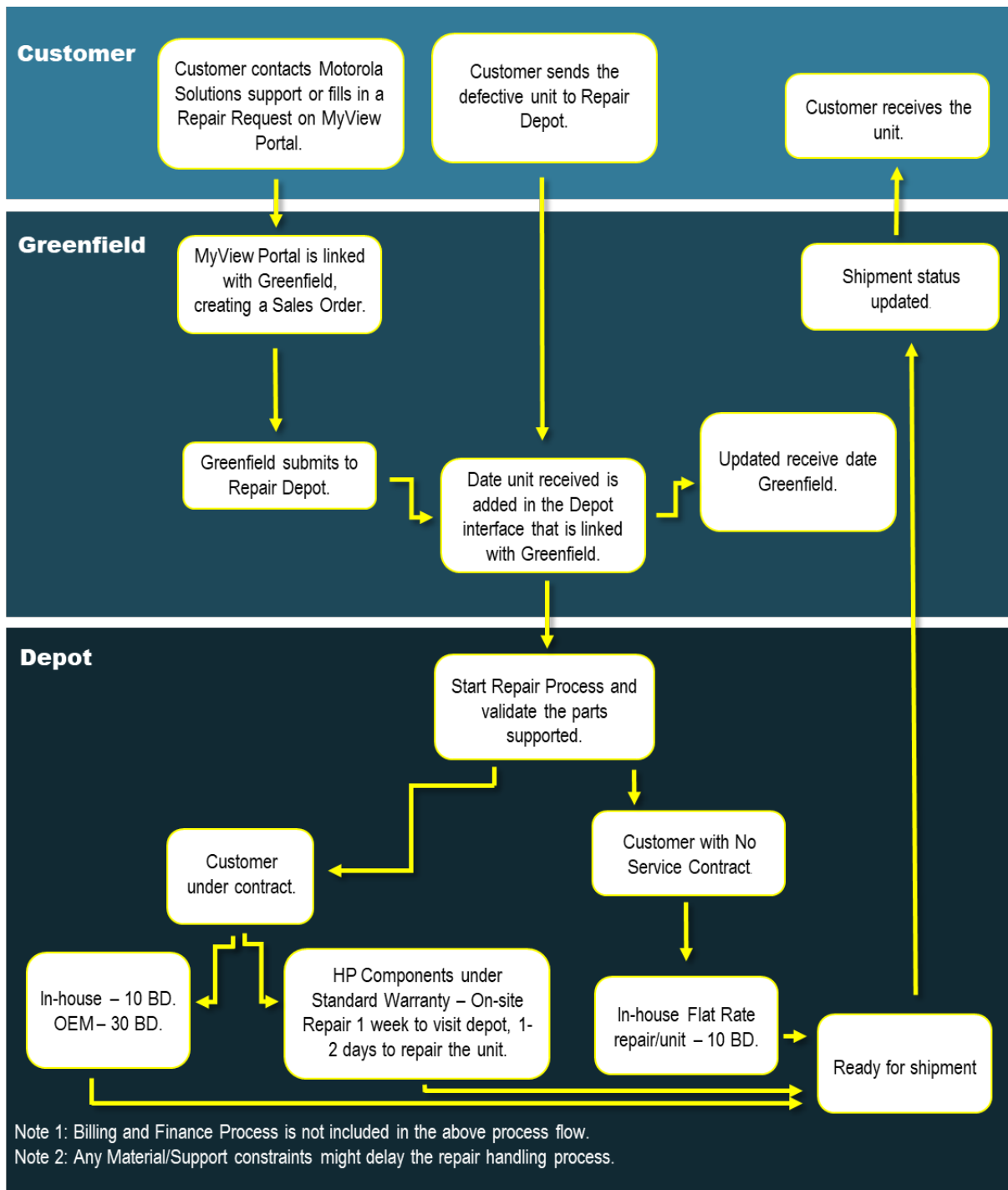


- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

### 1.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

### 1.3.2.7 Repair Process



**Figure 1-1: Repair Decision Process**

### 1.3.2.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions.

When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a "Loaner" FRU while their unit is being repaired. Refer to Figure 1-2: Advanced Replacement or Loaner Decision Process for details on the unit loan process.

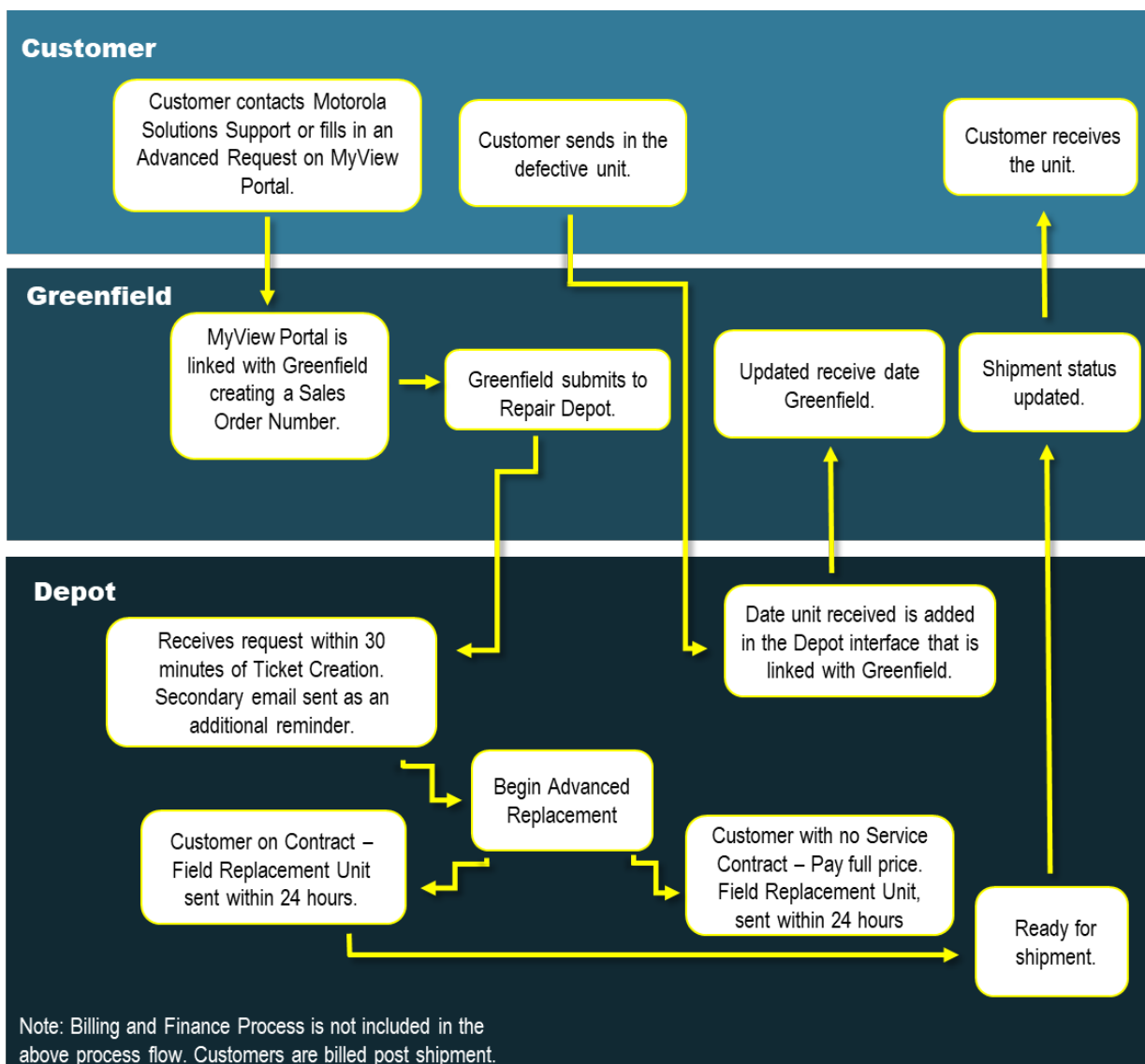
#### 1.3.2.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
  - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer's responsibility. Motorola Solutions will repair and return the Customer's component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 1-2: Advanced Replacement or Loaner Decision Process for the loaner process, and Table 1-1: Shipping Charges and Default Mail Service for shipping charge details.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

#### 1.3.2.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 1.3.14.8.1: On-site Delivery. See Table 1-1: Shipping Charges and Default Mail Service for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

## Replacement Process for Advanced Replacement



**Figure 1-2: Advanced Replacement or Loaner Decision Process**

**Table 1-1: Shipping Charges and Default Mail Service**

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer

Services	Advanced Replacement Charges Responsibility
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

Motorola Solutions shipping carrier – FedEx.

### 1.3.3 Security Update Service (Replaced by separate document K Core Security Update Service)

### 1.3.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' CMSO organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

#### 1.3.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.4: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

#### 1.3.4.2 Scope

On-site Infrastructure Response is available in accordance with Section 1.4: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

#### 1.3.4.3 Geographical Availability

On-site Infrastructure Response is available worldwide where Motorola Solutions servicers are present. Response times are based on the Customer's local time zone and site location.

#### 1.3.4.4 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

#### 1.3.4.5 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure components, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

#### 1.3.4.6 Limitations and Exclusions

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.

- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

#### 1.3.4.7 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.



### 1.3.4.8 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions used to prioritize incidents and service requests, and lists the response times for those priority levels.

**Table 1-2: Standard Level Definitions and Response Times**

Incident Priority	Incident Definition	On-site Response Time
<b>Critical P1</b>	<p><b>Core:</b> Core server or core link failure. No redundant server or link available.</p> <p><b>Sites/Subsites:</b> Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p><b>Consoles:</b> More than 40% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p><b>Security Features:</b> Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
<b>High P2</b>	<p><b>Core:</b> Core server or link failures. Redundant server or link available.</p> <p><b>Consoles:</b> Between 20% and 40% of a site's console positions down.</p> <p><b>Sites/Subsites:</b> One RF site or up to 10% of RF sites down, whichever is greater.</p> <p><b>Conventional Channels:</b> Up to 50% of CCGWs down. Redundant gateways available.</p> <p><b>Network Elements:</b> Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
<b>Medium P3</b>	<p><b>Consoles:</b> Up to 20% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Single channel down. Redundant gateway available.</p> <p><b>Network Elements:</b> Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
<b>Low P4</b>	<p><b>Service Requests:</b> Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	Not applicable.

## 1.3.5 Annual Preventative Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

### 1.3.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

### 1.3.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

### 1.3.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 1-9: Preventive Maintenance Level.

**Table 1-3: Preventive Maintenance Level**

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

### 1.3.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.3.20.7: Preventative Maintenance Tasks.
    - Perform the procedures defined in Section 1.3.20.8: Site Performance Evaluation Procedures for each site type on the system.

- Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
- As applicable, use the Method of Procedure (MOP) defined for each task.

### 1.3.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

### 1.3.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

### 1.3.5.7 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 1.3.20.3: Inclusions.

MASTER Site CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.

MASTER Site CHECKLIST – LEVEL 1	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.

MASTER Site CHECKLIST – LEVEL 1	
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

MASTER Site CHECKLIST – LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.

PRIME SITE CHECKLIST – LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.

DISPATCH SITE CHECKLIST – LEVEL 1	
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.

### DISPATCH SITE CHECKLIST – LEVEL 1

Recall Audio	Verify that radio and telephone audio can be recalled.
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### RF SITE CHECKLIST – LEVEL 1

RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO® 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 1.3.20.8: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

### MOSCAD CHECKLIST – LEVEL1

MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.



MOSCAD CHECKLIST – LEVEL1	
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.

FACILITIES CHECKLIST – LEVEL 1	
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.

TOWER CHECKLIST – LEVEL 1	
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

#### Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE	
Antennas	
Transmit Antenna Data	
Receive Antenna System Data	
Tower Top Amplifier Data	
FDMA Mode	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	
Receive RFDS Tests with TTA (if applicable)	
Receive RFDS Tests without TTA (if applicable)	
TDMA Mode	
Base Radio TDMA Transmitter Tests	
Base Radio TDMA Receiver Tests	

TDMA Transmit RFDS Tests

TDMA Receive RFDS Tests with 432 Diversity TTA

TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)

TDMA Receive RFDS Tests without TTA (if applicable)

## 1.4 Priority Level Definitions and Response Times

Table 1-10: Priority Level Definitions and Response Times describes the criteria Motorola Solutions CMSO uses to prioritize incidents and service requests, and lists the response times for those priority levels.

**Table 1-4: Priority Level Definitions and Response Times**

Incident Priority	Incident Definition	Initial Response Time
<b>Critical P1</b>	<p><b>Core:</b> Core server or core link failure. No redundant server or link available.</p> <p><b>Sites/Subsites:</b> Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p><b>Consoles:</b> More than 40% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p><b>Security Features:</b> Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>
<b>High P2</b>	<p><b>Core:</b> Core server or link failures. Redundant server or link available.</p> <p><b>Consoles:</b> Between 20% and 40% of a site's console positions down.</p> <p><b>Sites/Subsites:</b> One RF site or up to 10% of RF sites down, whichever is greater.</p> <p><b>Conventional Channels:</b> Up to 50% of CCGWs down. Redundant gateways available.</p> <p><b>Network Elements:</b> Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>
<b>Medium P3</b>	<p><b>Consoles:</b> Up to 20% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Single channel down. Redundant gateway available.</p> <p><b>Network Elements:</b> Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.</p>

Incident Priority	Incident Definition	Initial Response Time
Low P4	<b>Service Requests:</b> Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

COST SUMMARY

<b>Service Description</b>	<b>Price</b>
ASTRO System Essential Plus Package	\$705,086.46
System Upgrade	\$220,377.24
ASTRO Field Implementation	\$70,490.38
ASTRO Network Security Services	\$40,000.00
<b>Sub-Total</b>	<b>\$1,035,954.08</b>

Yearly Totals Breakdown:

<i>Year 1</i>	<i>\$250,478.22</i>
<i>Year 2</i>	<i>\$256,039.54</i>
<i>Year 3</i>	<i>\$261,768.09</i>
<i>Year 4</i>	<i>\$267,668.23</i>
<i>Total</i>	<i>\$1,035,954.08</i>

<b>Service Description</b>	<b>Price</b>
Two-Way Radio Repairs (as needed services)	\$150,000.00

Overall Contract Total	<b>\$1,185,954.08</b>
------------------------	-----------------------



500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Att.C, AI 10, 07/27/23  
**SERVICE AGREEMENT**

Quote Number : QUOTE-2168308  
Contract Number: USC000211218  
Contract Modifier: RN01-AUG-2023

Date:05/17/2023

Company Name: METROPOLITAN TRANSIT SYSTEM

Attn:

Billing Address: 1255 IMPERIAL AVE STE 1000

City, State, Zip: SAN DIEGO , CA, 92101

Customer Contact: BRYAN KILLIAN

Phone: 619-595-3088

Required P.O. :

PO # :

Customer # :1011291044

Bill to Tag # :

Contract Start Date :01-Aug-2023

Contract End Date :31-Jul-2027

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$705,086.46
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$220,377.24
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$70,490.38
	SVC02SVC0009C	ASTRO NETWORK SECURITY SERVICES	\$40,000.00
		Subtotal - Recurring Services	\$1,035,954.08
		Subtotal - One-Time Event Services	\$0.00
		Total	\$1,035,954.08
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

Yearly totals:

Year 1 \$250,478.22

Year 2 \$256,039.54

Year 3 \$261,768.09

Year 4 \$267,668.23

Essential Plus Package Includes: Technical Support, Infrastructure Hardware  
Repair with Advanced Replacement, Security Update Service, Dispatch, On-site  
Infrastructure Response Standard, Annual Preventive Maintenance



**Metropolitan  
Transit  
System**

## **Agenda Item No. 11**

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

July 27, 2023

**SUBJECT:**

Blue Line Bridge Repair – Work Order Agreement

**RECOMMENDATION:**

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-08 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$149,887.28 for the repair of the bridges located at 8<sup>th</sup> Street and 18<sup>th</sup> Street along the Blue Line right-of-way.

**Budget Impact**

The total cost for this contract is estimated to be \$149,887.28. 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 \$2,922.80. This project is funded by Operating Budget 370016-536300 Track.

**DISCUSSION:**

As required by federal law, at least once every calendar year, MTS conducts inspections of its railroad bridges. A recent inspection determined that repairs are necessary on the bridges located at 8<sup>th</sup> Street and 18<sup>th</sup> Street on the Blue Line in National City. The repairs include removing debris from wall cap voids, rust repairs, concrete spall repairs, removing and reinstalling guard rail posts, pressure washing and cleaning, and installation of bird netting where needed.

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement with MTS to provide all materials, labor, and equipment for this Blue Line bridge repair. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed by October 2023. The C.E. Crist Inc., Harborside Construction, Inc., and Titan Steel will be used as subcontractors for this work order.





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

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

On April 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call JOC General Civil Construction services that primarily consists of repair, remodeling, or other repetitive work for general civil and site improvements, including earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

Three (3) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On June 13, 2019 (AI 12), the MTS Board of Directors authorized the Chief Executive Officer to execute MTS Doc. No. PWG347.0-22 with ABCGC for Civil Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-08 under JOC to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$149,887.28 for the Blue Line bridge repair.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order MTSJOC347-08



# Metropolitan Transit System

Att.A, AI 11, 07/27/23

## JOB ORDER CONTRACT WORK ORDER

PWG347.0-22  
CONTRACT NUMBER

MTSJOC347-08  
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. PWG347.0-22), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$149,887.28

<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)**

**BRIDGE INSPECTION COVER PAGE - Blue Line MP 4.45 EB**Inspected by: DEAN STUARTDate: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes




BRIDGE INSPECTION REPORT						
					<div style="border: 1px solid black; padding: 2px;">Annual</div>	
STRUCTURE INFORMATION			INSPECTION INFORMATION			
Bridge Location	<b>8th Street - La Poleta Creek Bridge EB</b> MP 4.45		Date	6/6/2022	Time	8:50 AM
			Inspector Name	Dean Stuart		
			Telephone Number	714-835-6355		
Stream	La Polenta Creek	Overpass		Company	Jacobs Engineering	
DECK						
Visual Condition Rating:			4		Other	
Deck Type:			4		Open	
Number of Tks			2		Condition of Ties	
			5		Condition of Deck	
					3	
SUPERSTRUCTURE						
Visual Condition Rating:			3			
Type:	Culvert:	Number barrels		Round or Rect		Size
		Approx Lngth.		Concrete		Steel
Bridge:	Steel			Timber		Concrete
Type:	Truss			Deck Girder		Through
	Trestle					Girder
	Num Spans	2		Approx. Span Lengths	22'-6"	
Notes:						
SUBSTRUCTURE						
Visual Condition Rating			3			
Bent:	5	Type	Concrete	Notes	Cap Repaired	
Abutment:	4	Type	Concrete	Notes		
Wingwalls:	7	Type	X	Notes		
Embankment:	4	Type	Concrete	Notes		
Footing:	7	Type	Concrete	Notes	Not Visible	
Inaccessible areas:						
STREAM CHANNEL						
Visual Condition Rating			5			
Stream Depth			Varies		Scour Evidence	None
Moving Water					Yes	
Notes			Stream depth varies throughout the day from 12" to over 5' deep			
PHOTOGRAPH INFORMATION						
EB Track Facing West (photo #5352)			EB Track Facing East (photo #5339)			
South Profile (photo #5347)						
OVERALL RATING						
High Priority					Medium Priority	
Low Priority					X	



**BLUE LINE:** 8th Street - La Poleta Creek Bridge EB

[illegible]

## Photos - Concrete Structure

<p>Photo #5346</p> 	



**BLUE LINE:** 8th Street - La Poleta Creek Bridge EB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Span Length:	22'-6"
<b>Date</b>	<b>COMMENTS</b>			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>			
<b>CONDITION RATING</b>		<b>PRIORITY</b>		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



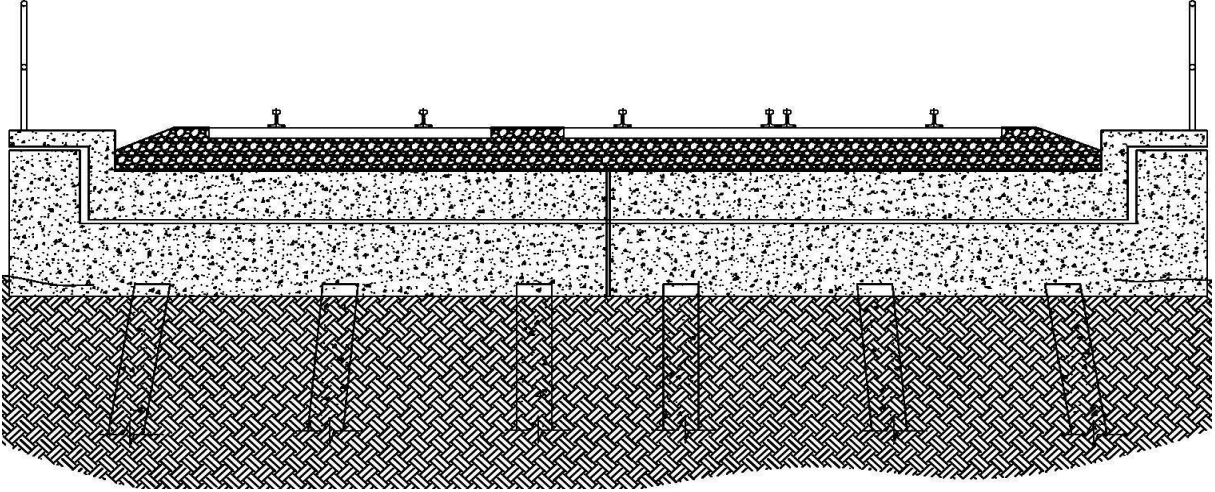


BLUE LINE: 8th Street - La Poleta Creek Bridge EB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - BENT NUMBER: 2		BENT	Span Length:	22'-6"
<b>Date</b>	<b>COMMENTS</b>			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>			
<b>CONDITION RATING</b>		<b>PRIORITY</b>		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



**BLUE LINE:** 8th Street - La Poleta Creek Bridge EB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - ABUTMENT NUMBER: 3		ABUTMENT	Span Length:	22'-6"
				
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING			PRIORITY	
1. Failed ( may require bridge out of service )			A. Immediately	
2. Deficient: OK for train operations, but may have restrictions			B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety			C. Within 3 years	
4. Good with minor exceptions			D. Within 5 years	
5. Very good: No exceptions			E. Within 10 years	
6. Not inspected: Reason stated			M. Monitor, Condition may change & raise priority	
7. Not Applicable				
Inspected By:	Dean Stuart		Date:	6/6/2022

Subject MTS 2022 Project 4.45 East Bound Trk  
Annual Bridge Insp Sheet No. 1 of 1  
 Authored by \_\_\_\_\_ Date \_\_\_\_\_ Checked by \_\_\_\_\_ Date 1-6-22  
 Time 8:50

- # 5339 E/B Trk Facing East  
 5340, 5341, 5342 HL CRACKS S/S SPAN #1  
 5343 ABUT #1  
 5344 Span #1  
 5345 Bent #2  
 5346 S/S walkway Spalling  
 5347 S/S Profile  
 5348 #2  
 5349 SPAN #2  
 5350 ABUT #3  
 5352 E/B TRK Facing west

JACOBS






## BRIDGE INSPECTION COVER PAGE - Blue Line MP 4.45 WB

Inspected by: DEAN STUARTDate: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes



BRIDGE INSPECTION REPORT			
		<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">Annual</div>	
<b>STRUCTURE INFORMATION</b>		<b>INSPECTION INFORMATION</b>	
Bridge	<b>8th Street - La Poleta Creek Bridge WB</b>	Date	6/6/2022 Time 8:50 AM
Location	MP 4.45	Inspector Name	Dean Stuart
Stream	La Polenta Creek	Telephone Number	858-354-0374
	Overpass <input type="checkbox"/> Other <input type="checkbox"/>	Company	Jacobs Engineering
<b>DECK</b>			
	Visual Condition Rating: <u>4</u>	Other <input type="text"/>	
	Deck Type: Ballast <u>4</u> Open <input type="checkbox"/>		
	Number of Tks <u>2</u> Condition of Ties <u>5</u>	Condition of Deck <u>3</u>	
<b>SUPERSTRUCTURE</b>			
	Visual Condition Rating: <u>3</u>		
Type:	Culvert: Number barrels <input type="text"/>	Round or Rect <input type="text"/>	Size <input type="text"/>
	Approx Lngth. <input type="text"/>	Concrete <input type="checkbox"/>	Steel <input type="checkbox"/>
Bridge:	Steel <input type="checkbox"/>	Timber <input type="checkbox"/>	Concrete <input checked="" type="checkbox"/>
Type:	Truss <input type="checkbox"/>	Deck Girder <input type="checkbox"/>	Through <input type="checkbox"/>
	Trestle <input type="checkbox"/>	Girder <input type="checkbox"/>	
	Num Spans <u>2</u>	Approx. Span Lengths <u>22'-6"</u>	
Notes: <input type="text"/>			
<b>SUBSTRUCTURE</b>			
	Visual Condition Rating: <u>3</u>		
Bent:	<u>5</u>	Type	Concrete
Abutment:	<u>4</u>	Type	Concrete
Wingwalls:	<u>7</u>	Type	X
Embank	<u>4</u>	Type	Concrete
Footing	<u>7</u>	Type	Concrete
Inaccessible areas:	<input type="text"/>		
<b>STREAM CHANNEL</b>			
	Visual Condition Rating <u>5</u>		
Stream Depth	Varies	Scour Evidence	None
		Moving Water	Yes
Notes <input type="text"/> Stream depth varies throughout the day from 12" to over 5' deep			
<b>PHOTOGRAPH INFORMATION</b>			
WB Track Facing East (photo #5338)		WB Track Facing West (photo #5331)	
			
North Profile (photo #5332)			
			
<b>OVERALL RATING</b>			
High Priority <input type="checkbox"/> Medium Priority <input type="checkbox"/> Low Priority <input checked="" type="checkbox"/>			

[illegible]

## Photos - Concrete Structure

<p>Photo #5333</p> 	



**BLUE LINE:** 8th Street - La Poleta Creek Bridge WB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
<b>DETAILS - ABUTMENT NUMBER: 1</b>		ABUTMENT	Span Length:	22'-6"
Date	Comments			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	





**BLUE LINE:** 8th Street - La Poleta Creek Bridge WB

BRIDGE INSPECTION REPORT - CONCRETE BENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
<b>DETAILS - BENT NUMBER: 2</b>		BENT	Span Length:	22'-6"
<b>Date</b>	<b>Comments</b>			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>			
<b>CONDITION RATING</b>		<b>PRIORITY</b>		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



**BLUE LINE:** 8th Street - La Poleta Creek Bridge WB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: Varies	Bridge No.	MP 4.45
<b>DETAILS - ABUTMENT NUMBER:3</b>		ABUTMENT	Span Length:	22'-6"
<b>Date</b>	<b>Comments</b>			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>			
<b>CONDITION RATING</b>		<b>PRIORITY</b>		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	

Subject MTS 2022

Att.A, AI 11, 07/27/23

Project 4.45 West Bound TrkAnnual Bridge Insp.Sheet No. 1 of 1

Authored by \_\_\_\_\_ Date \_\_\_\_\_

Checked by \_\_\_\_\_ Date 6-6-22

INSPECTED BY Dean Stuart

# 5331 w/B Trk Facing west  
5332 N/S Profile  
5333 Spalling S/S walkway  
5334 ABUT #1  
5335 SPan #1  
5336 Bent #2  
5337 ABUT #3  
5338 w/B Trk Facing East  
5351 ABUT #3







# BRIDGE INSPECTION COVER PAGE - Blue Line MP 5.25 EB

Inspected by: DEAN STUART  
 Date: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes



BRIDGE INSPECTION REPORT							
			INSPECTION TYPE: <span style="border: 1px solid black; padding: 2px;">Annual</span>				
STRUCTURE INFORMATION                      INSPECTION INFORMATION							
Bridge	<b>18th Street Eastbound</b>		Date	6/6/2022	Time	10:00 AM	
Location	MP 5.25		Inspector Name	Dean Stuart			
Stream			Telephone Number	714-835-6355			
		Overpass	Street	Other		Company	Jacobs Engineering
DECK							
Visual Condition Rating: <span style="border-bottom: 1px solid black;">5</span>			Other <span style="border-bottom: 1px solid black;"></span>				
Deck Type: Ballast		5	Open				
Number of Tks: <span style="border-bottom: 1px solid black;">1</span>		Condition of Ties <span style="border-bottom: 1px solid black;">4</span>		Condition of Deck <span style="border-bottom: 1px solid black;">4</span>			
SUPERSTRUCTURE							
Visual Condition Rating: <span style="border-bottom: 1px solid black;">5</span>							
Type:	Culvert:	Number barrels <span style="border-bottom: 1px solid black;"></span>	Round or Rect		Size		
		Approx Lngth. <span style="border-bottom: 1px solid black;"></span>	Concrete		Steel		
Bridge:	Steel	X	Timber		Concrete		
Type:	Truss		Deck Girder		Through		
	Trestle				Girder	X	
	Num Spans	5	Approx. Span Lengths		varies		
Notes:			Approach spans = 26', 18' and 22'. Bridge spans = 58'				
SUBSTRUCTURE							
Visual Condition Rating: <span style="border-bottom: 1px solid black;">4</span>							
Bent:	4	Type	Concrete	Notes <span style="border-bottom: 1px solid black;"></span>			
Abutment:	5	Type	Concrete	Notes <span style="border-bottom: 1px solid black;"></span>			
Wingwalls:	4	Type	Concrete	Notes <span style="border-bottom: 1px solid black;"></span>			
Embankment:	4	Type	Concrete	Notes <span style="border-bottom: 1px solid black;"></span>			
Footing:	7	Type	Concrete	Notes <span style="border-bottom: 1px solid black;">Not visible</span>			
Inaccessible areas: <span style="border-bottom: 1px solid black;"></span>							
STREAM CHANNEL							
Visual Condition Rating <span style="border-bottom: 1px solid black;">7</span>							
Stream Depth <span style="border-bottom: 1px solid black;"></span>		Scour Evidence <span style="border-bottom: 1px solid black;"></span>		Moving Water <span style="border-bottom: 1px solid black;"></span>			
Notes <span style="border-bottom: 1px solid black;"></span>							
PHOTOGRAPH INFORMATION							
EB Track Facing West (photo #5383)			EB Track Facing East (photo #5388)				
							
North Profile (photo #5373)			South Profile (photo #5353)				
							
OVERALL RATING							
High Priority <span style="border-bottom: 1px solid black;"></span>		Medium Priority <span style="border-bottom: 1px solid black;"></span>		Low Priority <span style="border-bottom: 1px solid black;">X</span>			

BRIDGE INSPECTION REPORT - STEEL STRUCTURE							
Spans:	5	Alignment:	Tangent	Vert. Clear:	15'	Bridge No.	MP 5.25
No. of Tks:	1	Deck Type:	Ballast	Br. Over:	18th-19th St.	Overall Length:	188'-6"
<b>ENVIRONMENT</b>		<b>GIRDERS</b>		A06 Pier Shaft	7		
E01 Scour	7	S01 Girder	4	A07			
E02 Channel	7	S02 Lateral Braces	7	A08			
E03 Approach	5	S03 Floor Beams	5	A09			
<b>DECK (D)</b>		S04 Cross Braces	7	<b>MISC. OTHER</b>			
D01 Ties	5	S05 Bearings	4	M01			
D02 Ties Spacers	7	<b>ABUTMENTS &amp; PIERS</b>		M02			
D03 Rail	5	A01 East Abutment	5	M03			
D04 Footwalk	5	A02 East Wingwalls	4	M04			
D05 Handrail	5	A03 West Abutment	5	<b>Overall Rating:</b>		<b>5</b>	
D06 Floor Beams	5	A04 West Wingwalls	4				
D07 Ballast Curb	5	A05 Pier Cap	5				
<b>COMMENTS</b>							
Date	Remark						
6/6/2022	Bridge structure is in good condition.						
6/6/2022	Non-Structural items refer to field notes.						
6/6/2022	Debris on bridge seats (photo #5384, 5385).						
6/6/2022	Top of girder is rusted (photo #5386).						
<b>MAINTENANCE RECOMMENDATIONS</b>							
Priority	Description						
	Clean debris off bridge seat.						
	Scrape off rust and coat it with paint.						
<b>CONDITION RATING</b>				<b>PRIORITY</b>			
1. Failed ( may require bridge out of service )				A. Immediately			
2. Deficient: OK for train operations, but may have restrictions				B. Within 1 year			
3. Satisfactory but with exceptions: No impact on operations or safety				C. Within 3 years			
4. Good with minor exceptions				D. Within 5 years			
5. Very good: No exceptions				E. Within 10 years			
6. Not inspected: Reason stated				M. Monitor, Condition may change & raise priority			
7. Not Applicable							
Inspected By:		Dean Stuart		Date:	6/6/2022		

## Photos - Steel Structure

Photo #5384



Photo #5385



Photo #5386





BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT				
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No.	MP 5.25
DETAILS - APPROACH NUMBER: 1		APPROACH #1	Span Length: 26'	
<b>Date</b>	<b>COMMENTS</b>			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>			
<b>CONDITION RATING</b>		<b>PRIORITY</b>		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	





BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT				
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No.	MP 5.25
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Span Length:	58'
<b>Date</b>	<b>COMMENTS</b>			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
6/6/2022	Abutment 1 - Spalling on retaining wall (photo #5356, 5357).			
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>			
	Break off broken concrete and apply fresh concrete.			
<b>CONDITION RATING</b>		<b>PRIORITY</b>		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	

## Photos - Abutment 1

Photo #5356	Photo #5357
	





BLUE LINE: 18th Street Eastbound



BRIDGE INSPECTION REPORT - CONCRETE PIER WITH ABUTMENT				
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No.	MP 5.25
DETAILS - SPAN NUMBER: 3		APPROACH #2 in MIDDLE	Span Length:	18'
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed ( may require bridge out of service )		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - PIER BENT NUMBER: 2a		BENT #2 looking WB	Span Length: 58'
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
6/6/2022	Spalling on retaining wall and exposed rebar (photo #5359, 5360).		
Priority	MAINTENANCE RECOMMENDATIONS		
	Break off broken concrete and apply fresh concrete.		
CONDITION RATING		PRIORITY	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By: Dean Stuart		Date:	6/6/2022

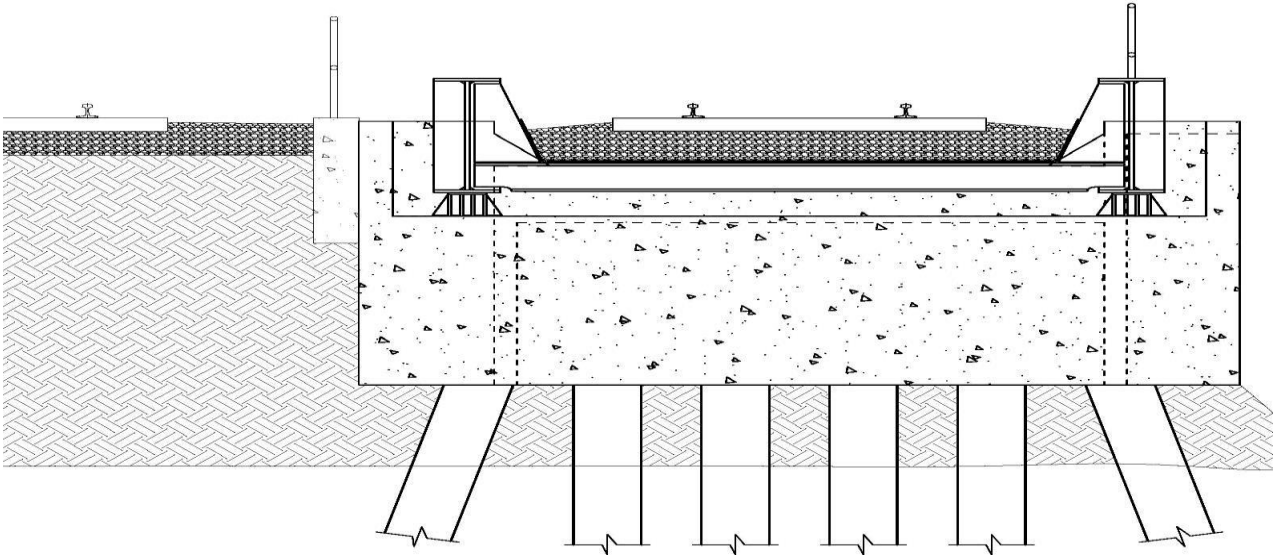
**Photos - Bent 2a**

<p>Photo #5359</p> 	<p>Photo #5360</p> 





BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - ABUTMENT NUMBER: 3		ABUTMENT	Span Length: 26'
			
<b>Date</b>	<b>COMMENTS</b>		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>		
<b>CONDITION RATING</b>		<b>PRIORITY</b>	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022



BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - APPROACH NUMBER: 3		APPROACH #3	Span Length:
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022



INSPECTED by Dean Stuart

Bottom

TOP

#

5353 S/S Profile

5354 ABUT #1

5355 SPAN #1

5356, 5357 ABUT #1 Retaining wall  
spalling

5358 Bent #2A

5359, 5360 Spalling Retaining wall  
Bent #2A

5369 Bent #2B

5370 SPAN #2

5371 S/S Profile

5372 ABUT #3

5373 N/S Profile

#

5383 E/B Trk Facing west

5384 Debris on Bridge seat ABUT #3 S/S

5385 " " " " #2B S/S

5386 " " " " #2A N/S

5387 " " " " ABUT #1

5388 E/B Trk Facing EAST






# BRIDGE INSPECTION COVER PAGE - Blue Line MP 5.25 WB

Inspected by: DEAN STUART

Date: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes

BRIDGE INSPECTION REPORT					
			INSPECTION TYPE: <span style="border: 1px solid black; padding: 2px;">Annual</span>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p style="text-align: center; margin-top: 0;">STRUCTURE INFORMATION</p> <p>Bridge Location <u>18th Street Westbound</u>  <u>MP 5.25</u></p> <p>Stream _____ Overpass <u>Street</u> Other _____</p> </div> <div style="width: 48%;"> <p style="text-align: center; margin-top: 0;">INSPECTION INFORMATION</p> <p>Date <u>6/6/2022</u> Time <u>10:00 AM</u>  Inspector Name <u>Dean Stuart</u>  Telephone Number <u>714-835-6355</u>  Company <u>Jacobs Engineering</u></p> </div> </div>					
<b>DECK</b> Visual Condition Rating: <u>5</u> Other _____ Deck Type: Ballast <u>5</u> Open _____ Number of Tks: <u>1</u> Condition of Ties <u>4</u> Condition of Deck <u>4</u>					
<b>SUPERSTRUCTURE</b> Visual Condition Rating: <u>5</u> Type: Culvert: Number barrels _____ Round or Rect _____ Size _____ Approx Lngth. _____ Concrete _____ Steel _____ Bridge: Steel <u>X</u> Timber _____ Concrete _____ Type: Truss _____ Deck Girder _____ Through _____ Trestle _____ Girder <u>X</u> Num Spans <u>2</u> Approx. Span Lengths <u>Varies</u> Notes: <u>Approach spans = 26', 18' and 22'. Bridge spans = 58'</u>					
<b>SUBSTRUCTURE</b> Visual Condition Rating: <u>4</u> Bent: <u>4</u> Type <u>Concrete</u> Notes _____ Abutment: <u>5</u> Type <u>Concrete</u> Notes _____ Wingwalls: <u>4</u> Type <u>Concrete</u> Notes _____ Embankment: <u>4</u> Type <u>Concrete</u> Notes _____ Footing: <u>7</u> Type <u>Concrete</u> Notes <u>Not visible</u> Inaccessible areas: _____					
<b>STREAM CHANNEL</b> Visual Condition Rating <u>7</u> Stream Depth _____ Scour Evidence _____ Moving Water _____ Notes _____					
<b>PHOTOGRAPH INFORMATION</b>					
WB Track Facing West (photo #5378) 			WB Track Facing East (photo #5374) 		
North Profile (photo #5365) 					
<b>OVERALL RATING</b> High Priority _____ Medium Priority _____ Low Priority <u>X</u>					

BRIDGE INSPECTION REPORT - STEEL STRUCTURE							
Spans:	2	Alignment:	Tangent	Vert. Clear:	15'	Bridge No.	MP 5.25
No. of Tks:	1	Deck Type:	Ballast	Br. Over:	18th-19th St.	Overall Length:	188'-6"
<b>ENVIRONMENT</b>		<b>GIRDERS</b>				A06 Pier Shaft	7
E01 Scour	7	S01 Girder		4	A07		
E02 Channel	7	S02 Lateral Braces		7	A08		
E03 Approach	5	S03 Floor Beams		5	A09		
<b>DECK (D)</b>		S04 Cross Braces		7	<b>MISC. OTHER</b>		
D01 Ties	5	S05 Bearings		4	M01		
D02 Ties Spacers	7	<b>ABUTMENTS &amp; PIERS</b>			M02		
D03 Rail	5	A01 East Abutment		5	M03		
D04 Footwalk	5	A02 East Wingwalls		4	M04		
D05 Handrail	5	A03 West Abutment		5			
D06 Floor Beams	5	A04 West Wingwalls		4	<b>Overall Rating:</b>		<b>5</b>
D07 Ballast Curb	5	A05 Pier Cap		5			
<b>COMMENTS</b>							
Date		Remark					
6/6/2022		Bridge structure is in good condition.					
6/6/2022		Non-Structural items refer to field notes.					
6/6/2022		Bird dropping (photo #5363).					
6/6/2022		Spalling around post base foundations on South walkway and exposed rebar (photo #5375, 5376).					
6/6/2022		Debris on bridge seat (photo #5377, 5382).					
6/6/2022		Backwall spalling (photo #5379).					
<b>MAINTENANCE RECOMMENDATIONS</b>							
Priority		Description					
		Remove bird droppings.					
		Break off broken concrete and apply fresh concrete.					
		Clean debris off bridge seat.					
<b>CONDITION RATING</b>				<b>PRIORITY</b>			
1. Failed ( may require bridge out of service )				A. Immediately			
2. Deficient: OK for train operations, but may have restrictions				B. Within 1 year			
3. Satisfactory but with exceptions: No impact on operations or safety				C. Within 3 years			
4. Good with minor exceptions				D. Within 5 years			
5. Very good: No exceptions				E. Within 10 years			
6. Not inspected: Reason stated				M. Monitor, Condition may change &			
7. Not Applicable				raise priority			
Inspected By:		Dean Stuart			Date:		6/6/2022



## Photos - Steel Structure

Photo #5363



Photo #5375



Photo #5376



Photo #5377



Photo #5382



Photo #5379





BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022



BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/BENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - BENT NUMBER: 2		BENT #2 looking EB	Overall Length: 188'-6"
<b>Date</b>	<b>COMMENTS</b>		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
<b>Priority</b>	<b>MAINTENANCE RECOMMENDATIONS</b>		
<b>CONDITION RATING</b>		<b>2 PRIORITY</b>	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise	
7. Not Applicable		priority	
Inspected By:	Dean Stuart	Date:	6/6/2022



BLUE LINE: 18th Street Westbound

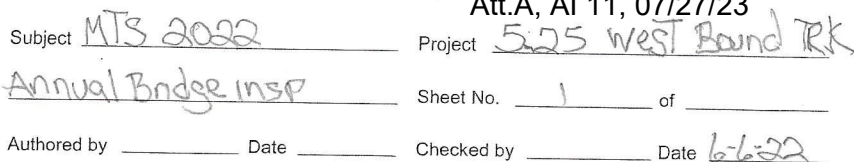
BRIDGE INSPECTION REPORT - CONCRETE PIER/BENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - PIER BENT NUMBER: 2a		BENT #2 looking WB	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise	
7. Not Applicable		priority	
Inspected By:	Dean Stuart	Date:	6/6/2022





BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - ABUTMENT NUMBER: 3		ABUTMENT	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed ( may require bridge out of service )		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise	
7. Not Applicable		priority	
Inspected By:	Dean Stuart	Date:	6/6/2022



Bottom

TOP

# 5361 ABUT #1  
5362 Span #1  
5363 Bird Dropping Span #1  
5364 Bent #2A  
5365 N/S Profile  
5366 Bent #2B  
5367 ABUT #3  
5368 Span #2

5374 W/B TRK Facing East  
5375 Spalling Post Base s/s  
5376 " " " s/s clean top of Bent #2  
5377 " " " "  
5378 W/B TRK Facing West  
5379 Spalling Back wall  
5380 HL Crack " "  
5382 Debris of Bridge Seat



# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

## Final Scope of Work

Date: 6/2/2023

### Job Order Contracting

To:

From:

**Contract No:** PWG347.0-22  
**Job Order No:** MTSJOC347-08  
**Job Order Title:** BL Bridge Repair  
**Location:** Blue Line ROW  
1255 Imperial Ave  
San Diego, CA 92101

#### Brief Scope of Work:

This work consists of repairing 8th St and 18th St Bridge on the Blue Line as shown on the bridge inspection reports as provided by MTS.

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.

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, and traffic control, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This work consists of repairing 8th St and 18th St Bridge on the Blue Line as shown on the bridge inspection reports as provided by MTS.

The contractor shall:

#### 18th Street Over Pass:

East Bound Items:

1. Vacuum out and remove debris from the top of Wall Cap voids at 8 EA locations.
2. Fabricate onsite 1/4" flat "shields" to prevent rocks from falling into Wall Cap voids. This will be +/-6" tall and range in lengths as they will be fabricated onsite. One side will be welded to the bridge metal and the other side will be a "slip" mount along the concrete, no attachment on this side for a total of 8 EA locations.
3. In one location along the east side of the Bridge Span, estimated to be 2' x 6', we will wire brush the existing rust and flaking coating down to bare metal. We will then apply a primer and a finish coating to be approved by MTS.

West Bound Items:

1. Cut and grind to Shaffer in 3 EA locations where concrete is cracked.
2. Remove and Replace concrete along the railing at 4 EA locations.
3. Remove existing Metal guard rail posts in 7 EA places and add rectangular base plates with slotted bolt holes to allow for movement.
4. Drill out and existing bolt and add new bolt at 2 EA locations into the existing plate.

## Under the Bridge

1. Pressure wash entire metal under bridge structure of both East & West Bound tracks on both sides of travel.
2. Install 4 EA Sections of Bird netting with mechanical fasteners for removal ability for maintenance operations.
3. Repair top of concrete wall on the East Bound side of the over pass, which excludes the City ROW area.

## 8th Street Bridge:

### Minor Concrete Patching

1. Repair small (>1 SF) concrete patches/holes at 3 EA locations; two on the top of the bridge and 1 below at waterline on the caisson.

### Submittals:

- Schedule
- Bird Netting Material
- Primer and Finish Coating

### Schedule:

All work shall be completed as soon as possible within 90 calendar days from issuance of NTP.

### Work Windows:

All work that has the potential to foul the tracks, must occur during non-revenue service between 12:15 AM to 4:15 AM.

All other work can occur during revenue service.

---

**Gabriel McKee, Project Engineer**

---

**Date**

## EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$38,102.74	\$0.00	\$0.00	\$38,102.74
02	Existing Conditions	\$25,455.20	\$0.00	\$0.00	\$25,455.20
03	Concrete	\$10,827.88	\$0.00	\$0.00	\$10,827.88
05	Metals	\$21,590.26	\$0.00	\$0.00	\$21,590.26
09	Finishes	\$882.09	\$0.00	\$0.00	\$882.09
10	Specialties	\$20,963.99	\$0.00	\$0.00	\$20,963.99
50	Custom Standards And Assemblies	\$32,065.12	\$0.00	\$0.00	\$32,065.12
Line Count: 34			Proposal Total:		\$149,887.28

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

\* Includes Price Changes due to Construction Task Catalog update

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Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

01 General Requirements								\$38,102.74
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000004	Reimbursable Fees	Installation	1,256.00	\$1.00	EA	1.0000	\$1,256.00
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: class fee 8 guys x 157 each

Item Note: Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

Total:								\$1,256.00
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2	012216000004	Reimbursable Fees	Installation	1,000.00	\$1.00	EA	1.0000	\$1,000.00
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: permit fees

Item Note: Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

Total:								\$1,000.00
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3	012220000027	Laborer	Installation	64.00	\$74.04	HR	1.0890	\$5,160.29
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: 8 guy x 8 hrs for class

Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Total:								\$5,160.29
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Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

4	012220000027	Laborer	Installation	48.00	\$74.04	HR	1.0890	\$3,870.22
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Laborer time to get down in the 8 Bridge cap holes and removed debris  
3 men for 2 days  
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Total:								\$3,870.22
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5	012220000033	Painter, Structural Steel	Installation	32.00	\$69.26	HR	1.0890	\$2,413.57
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

Owner Comments: V:1.2-Area to be painted is really small. One EA painter for 2 EA days should be sufficient  
Contractor Comments: V:1.3-2 man crew for safety, they will also be priming and painting the railing modifications (plates)  
User Note: Grind, Prime, and epoxy stell beam where rusted section is  
2 Painter, 3 days  
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Total:								\$2,413.57
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6	012220000047	Structural Steel Worker	Installation	36.00	\$92.27	HR	1.0890	\$3,617.35
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

Owner Comments: V:1.2-40 hrs should be plenty of time to fabricate  
Contractor Comments: V:1.3-My original quantity should have been 72  
3 men for 3 days.  
User Note: Onsite fabrication of metal pieces  
3 men for 3 days  
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Total:								\$3,617.35
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7	012220000059	Senior Surveyor (Party Chief)	Installation	16.00	\$109.21	HR	1.0890	\$1,902.88
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: draw up traffic control plans  
Item Note:

Total:								\$1,902.88
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Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

8	012223000023	34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	Installation	4.00	\$785.15	WK	1.0890	\$3,420.11
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		Owner Comments:	V:1.2-4 weeks is excessive. Changed quantity.					
		Contractor Comments:	V:1.3-It's not 4 weeks, it was 2 units for 2 weeks of under bridge work					
		User Note:	Used for Bird Netting Installation and Power washing 2 x2 weeks					
		Item Note:						
							Total:	\$3,420.11
9	012223000483	Up To 16' Rails, 3 Cylinders, Aluminum Hydraulic Shoring	Installation	7.00	\$512.97	MO	1.0890	\$3,910.37
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note:	shore up railing 7 locations					
		Item Note:	Up to 88" spread width.					
							Total:	\$3,910.37
10	012223000672	6.5 KW, 13 HP Gas Powered Generator Set	Installation	4.00	\$91.46	DAY	1.0890	\$398.40
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note:	Generator for onsite work					
		Item Note:						
							Total:	\$398.40
11	012223001300	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	Installation	4.00	\$852.25	DAY	1.0890	\$3,712.40
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		User Note:	Welding truck					
		Item Note:						
							Total:	\$3,712.40

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Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

12	012223001330	13 CY Rear Dump Truck With Full-Time Truck Driver	Installation	2.00	\$1,621.69	DAY	1.0890	\$3,532.04
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor Yes Includes Equipment No Includes Materials Yes						
		Owner Comments: V:1.2-Rock debris can be hauled out with Vac truck. Anything else can be hauled out 1 day with 10 wheeler which has more than enough room for all other misc debris.						
		Contractor Comments: V:1.3-We can stockpile material onsite so each item of work will have to remove the generated debris daily						
		User Note: used to haul away debris; 1 day for concrete and one day for bridge cap work						
		Item Note:						
							Total:	\$3,532.04
13	012223001337	5,000 Gallon Vacuum Truck With Full-Time Truck Driver	Installation	2.00	\$1,614.15	DAY	1.0890	\$3,515.62
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor Yes Includes Equipment No Includes Materials Yes						
		User Note: Used a vacuum truck for laborer's up on bridge						
		Item Note:						
							Total:	\$3,515.62
14	012223001361	500 To 600 Gallon Water Trailer With Pump	Installation	3.00	\$114.75	DAY	1.0890	\$374.89
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor No Includes Equipment No Includes Materials Yes						
		User Note: water for concrete work						
		Item Note:						
							Total:	\$374.89
15	017113000005	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' Bed	Installation	2.00	\$8.54	MI	1.0890	\$18.60
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	MI	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		User Note: 2 Boom deliver						
		Item Note: Excludes first 25 miles.						
							Total:	\$18.60
02 Existing Conditions							\$25,455.20	

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Job Order Name: BL Bridge Repair

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Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
16	024113130026	>6" To 8" By Hand, Break-up And Remove Welded Wire Reinforced Concrete Paving	Installation	48.00	\$10.30	SF	1.0890	\$538.40
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								
User Note: 7 areas at est 8 SF each								
Item Note:								
							Total:	\$538.40
17	024119130071	Saw Cut Minimum Set-up Charge, One Per Project	Installation	1.00	\$820.54	EA	1.0890	\$893.57
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
User Note: Concrete demo								
Item Note: For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.								
							Total:	\$893.57
18	024119130284	1" Diameter Drilling In Concrete Per Inch Of Depth	Installation	180.00	\$2.93	IN	1.0890	\$574.34
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	IN	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
User Note: 7 base plates x 4 anchor each x 6" each plus 2 additional anchors that have rusted off								
Item Note:								
							Total:	\$574.34
19	028716130004	>500 To 2,500 SF Bird Waste Removal, Up To 3" Thickness	Installation	2,250.00	\$9.57	SF	1.0890	\$23,448.89
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-Removed equipment because equipment for this is in other items								
Contractor Comments: V:1.3-Accepted								
User Note: Under bridge deck								
Item Note:								
							Total:	\$23,448.89

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Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

03 Concrete								\$10,827.88
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
20	036426000002	Pressure Injected Cementitious Grout	Installation	68.00	\$146.22	CF	1.0890	\$10,827.88
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	CF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Grout repair  
7 Base plate locations:48C  
2 lower bridge wall locations: 20CF

Item Note:

Total:								\$10,827.88
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05 Metals								\$21,590.26
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
21	050519000035	1" Diameter x 6" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt	Installation	30.00	\$44.99	EA	1.0890	\$1,469.82
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: 7 base plates x 4 anchor each plus 2 additional anchors that have rusted off

Item Note:

Total:								\$1,469.82
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22	050519000191	1-1/4" Chemical Adhesive For Bolt, Dowel Or Threaded Rod	Installation	28.00	\$50.24	EA	1.0890	\$1,531.92
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: for anchors

Item Note:

Total:								\$1,531.92
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Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

23	050521000011	1/4" Vertical Fillet Weld	Installation	528.00	\$19.08	LF	1.0890	\$10,970.85
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Base plates: 6x6 x 7 x 2= 336" Guards: 8 locations x 24" each = 192"						
		Item Note:						
							Total:	\$10,970.85
24	050523001342	1" Diameter, Zinc Plated Steel, Grade 8 Hex Nut	Installation	60.00	\$3.95	EA	1.0890	\$258.09
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.44	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		User Note: for anchors						
		Item Note:						
							Total:	\$258.09
25	050523001424	1" Inside Diameter, Zinc Plated Steel, Hardened Flat Washer	Installation	30.00	\$2.96	EA	1.0890	\$96.70
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note: for anchors						
		Item Note:						
							Total:	\$96.70
26	051223000050	Column Base Plates, Up To 150 LB / Each, A36 Miscellaneous Steel Items	Installation	1,050.00	\$2.64	LB	1.0890	\$3,018.71
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.65	LB	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		User Note: 7 x 150lbs each (estimated)						
		Item Note:						
							Total:	\$3,018.71

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Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

27	051223000130	Brush Applied Cold Galvanizing	Installation	74.00	\$1.41	SF	1.0890	\$113.63
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: Base plates and rock guards

Item Note:

							Total:	\$113.63
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28	051223000699	6" x 6" x 1/4" Square Steel Tubing	Installation	7.00	\$50.55	LF	1.0890	\$385.34
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$13.30	LF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: 7 base plate extensions

Item Note:

							Total:	\$385.34
--	--	--	--	--	--	--	--------	----------

29	055513000031	3'-6" Wide, Open Cast Iron Stair Tread	Installation	8.00	\$429.89	RSR	1.0890	\$3,745.20
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$36.05	RSR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: "Like" used to represent the rock guards (8 locations)

Item Note:

							Total:	\$3,745.20
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09 Finishes								\$882.09
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
30	090190520020	Up To 5,000 PSI Pressure Wash, Metal Surfaces, Surface Preparation	Installation	2,025.00	\$0.40	SF	1.0890	\$882.09
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

							Total:	\$882.09
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10 Specialties								\$20,963.99
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
31	108116000002	17/14 Mesh Insect Screening With Flat Screen Splines	Installation	226.00	\$85.18	CSF	1.0890	\$20,963.99
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	CSF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Like Bird Deterrent

Item Note:

							Total:	\$20,963.99
--	--	--	--	--	--	--	--------	-------------

50 Custom Standards And Assemblies								\$32,065.12
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
32	508982120001	CALTRANS 120110 FLASHING ARROW SIGN	Installation	15.00	\$903.77	EA	1.0890	\$14,763.08
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Owner Comments: V:1.2-Traffic control seems high for project that doesn't require a complete street closure. Changed from 15 days to 10 days.

Contractor Comments: V:1.3-We need 10 Days for the Below bridge work and then we will need an additional week of lane closure for the top work (3 weeks total)

User Note: 1 each x 15 days

Item Note:

							Total:	\$14,763.08
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33	508982120002	CALTRANS 120116 TYPE II BARRICADE	Installation	150.00	\$27.42	EA	1.0890	\$4,479.06
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Owner Comments: V:1.2-Traffic control seems high for project that doesn't require a complete street closure. Changed from 15 days to 10 days.

Contractor Comments: V:1.3-We need 10 Days for the Below bridge work and then we will need an additional week of lane closure for the top work (3 weeks total)

User Note: 10 each x 15 days

Item Note:

							Total:	\$4,479.06
--	--	--	--	--	--	--	--------	------------

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Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

34	508982120012	CALTRANS 120182 PORTABLE DELINEATOR	Installation	750.00	\$15.70	EA	1.0890	\$12,822.98
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-Traffic control seems high for project that doesn't require a complete street closure. Changed from 15 days to 10 days.								
Contractor Comments: V:1.3-We need 10 Days for the Below bridge work and then we will need an additional week of lane closure for the top work (3 weeks total)								
User Note: 50 each x 15 days								
Item Note:								

							Total:	\$12,822.98
							Proposal Total:	\$149,887.28
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

Att.A, AI 11, 07/27/23  
 Metropolitan Transit System

## Subcontractor Report

Date: 6/2/2023

Job Order Contracting

**Contract #:** PWG347.0-22  
**Job Order #:** MTSJOC347-08  
**Job Order Title:** BL Bridge Repair  
**Location:** Blue Line ROW  
**Contractor:** ABC General Inc.  
**Subcontractors:** C.E. CRIST INC  
Harborside Construction Inc  
Titan Steel

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
C.E. CRIST INC 11213 El Nopal, Lakeside, CA 92040	532947	concrete		\$25,900.00	17.28%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	paint		\$16,000.00	10.67%
Titan Steel 955 VERNON WAY, El Cajon, CA 92020	537924	steel fabrication		\$21,987.32	14.67%



## Agenda Item No. 12

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

July 27, 2023

#### SUBJECT:

Microsoft Enterprise Licensing and Software Assurance – Contract Amendment

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No G2378.4-20 (in substantially the same format as Attachment A), with Crayon Software Experts, LLC (Crayon), in the amount of \$160,874.78, bringing the contract total to \$1,150,551.61.

#### Budget Impact

The total cost of this amendment is estimated to be \$160,874.78 as reflected below. This project will be funded by Operating Budget 661010-571250 - Information Technology (IT).

Description	Quantity	Unit of Measure	Amount	Extended Amount
SQL Server Standard Core ALng LSA 2L	21	Each	\$2,645.18	\$55,548.78
Win Server Standard Core ALng LSA 2L	1300	Each	\$81.02	\$105,326.00
<b>Amendment No. 4 Grand Total</b>				<b>\$160,874.78</b>

#### DISCUSSION:

To support MTS administrative and operational work, MTS employees use several Microsoft products. Use of Microsoft products by MTS requires various licenses and other support services. MTS purchases the necessary rights through a Microsoft Volume License Agreement (VLA). The VLA was competitively procured as part of a cooperative County of Riverside enterprise agreement. This cooperative agreement is available for California government agencies to use when they are in need of Microsoft licensing and services including, but not limited to, desktop/server operating systems, E-mail, database, Microsoft Office products, and Azure for cloud backups. 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 annually.

On June 18, 2020 (AI 8), the MTS Board of Directors awarded a contract to Crayon for Microsoft VLA services in the amount of \$878,542.14 for the period of July 1, 2020 through June 30, 2023. Over the course of that contract, additional amendments were approved under the CEO's Policy 41 signature authority:

Amendment	Description	Board Authorization	Amount
1	Additional Azure overage funding.	CEO Authority	\$40,000.00
2	Upgrade Microsoft support.	CEO Authority	\$45,143.59
3	Licensing for M365 transition.	CEO Authority	\$25,991.10
<b>Amendments 1-3 Total</b>			<b>\$111,134.69</b>

On June 15, 2023 (AI 16), the MTS Board authorize a contract with Softchoice Corporation for similar Microsoft VLA services and licensing for the July 1, 2023 to June 30, 2026 period. As part of the contract closeout and transition process, a true-up was completed of the actual number of Microsoft licenses that were used by MTS during the Crayon contract period. These costs are required to be paid under the Crayon contract.

Today's proposed action would approve Amendment 4 of the Crayon contract and fund the year 3 true-up for new Structured Query Language (SQL) and Windows server licenses used during the period. The proposed amount for these licenses was determined to be fair and reasonable since the pricing is based off the new license rates with one year of maintenance that was agreed to at the start of this three-year agreement in 2020. In addition, when compared to the recent Independent Cost Estimate (ICE) done for the Softchoice Microsoft VLA agreement, the proposed pricing for this amendment for the same licenses was less than the estimated 2023 rates.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 4 to MTS Doc. No G2378.0-20 (in substantially the same format as Attachment A), Crayon, increasing the contract value in the amount of \$160,874.78, bringing the contract total to \$1,150,551.61.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Amendment No. 4 to MTS Doc. No. G2378.0-20  
B. Crayon Quote



# Metropolitan Transit System

## Amendment 4

June 16, 2023

MTS Doc No. G2378.4-20

### MICROSOFT ENTERPRISE LICENSING AND SOFTWARE ASSURANCE

Crayon Software Experts, LLC  
Ken Pharr  
VP of Finance and Operations  
12221 Merit Drive, Suite 800  
Dallas, TX 75251

This shall serve as Amendment No.4 to the original agreement G2378.0-20 as further described below.

### SCOPE

Contractor has been providing Microsoft Enterprise Licensing and Software Assurance Services. This amendment will fund the year 3 true-up for server licensing and maintenance per the attached Crayon quote dated June 15, 2023.

### SCHEDULE

There are no changes to the term of this agreement due to this amendment.

### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$160,874.78. The total value of this contract including this amendment shall be in the amount of \$1,150,551.61. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

---

Sharon Cooney, Chief Executive Officer

---

Ken Pharr, VP of Finance and  
Operations  
Crayon Software Experts, LLC

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

Attachment: Crayon's Quote dated 6/15/23





Quote Date: 06.15.2023

**Customer**

San Diego Metropolitan Transit System  
 Attn: Justin Plaetzler  
[justin.plaetzler@sdmts.com](mailto:justin.plaetzler@sdmts.com)

**Quoted by:**

Crayon Software Experts LLC  
 12221 Merit Drive, Suite 1400  
 Dallas, TX 75251  
 David Braun  
 Phone: 469-329-0293  
[SLED.us@crayon.com](mailto:SLED.us@crayon.com)

EA 79904513

Part Number	Description	Qty	Annual Unit Price	Extended Amount
	<b>Year 3 True Up</b>			
7NQ-00302	SQL Server Standard Core ALng LSA 2L	21	\$ 2,645.18	\$ 55,548.78
9EM-00562	Win Server Standard Core ALng LSA 2L	1300	\$ 81.02	\$ 105,326.00
			<b>Total Year 3</b>	<b>\$ 160,874.78</b>

\*\* Pricing Expires in 30 days from date of quote\*\*

**Remit to Address:**

Crayon Software Experts, LLC  
 Attn: Finance Manager  
 12221 Merit Drive Suite 800  
 Dallas, TX 75251  
 Phone: 469-329-0290  
[invoice.cus@crayon.com](mailto:invoice.cus@crayon.com)



## Agenda Item No. 13

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

July 27, 2023

#### SUBJECT:

Grantville Transit-Oriented Development (TOD) Painting – 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. PWL370.0-23 (in substantially the same format as Attachment A), with Prime Painting Contractors Inc. for Grantville Station Painting Improvements in the amount of \$1,330,000; and
- 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency (\$266,000) for this construction contract, bringing total expenditure authority to \$1,596,000.

#### Budget Impact

The total cost of this contract is estimated to be \$1,596,000; total bid amount of \$1,330,000 plus 20% contingency. This project is funded by MTS Capital Improvement Projects (CIP) 2006116301 Grantville Station Improvements. A portion of this work is funded by an HCD TOD Infrastructure grant.

#### DISCUSSION:

On June 13, 2019 (AI 33) and April 8, 2021 (AI 18), the MTS Board of Directors authorized Disposition and Development Agreements for two transit-oriented developments at the Grantville Transit Station – one with Grantville Trolley Family Housing, L.P. (an affiliate of Affirmed Housing Group, Inc.) (collectively “Affirmed”) for a 100% affordable housing development (125 apartment homes) and another with Greystar for a market rate multi-residential development (250 apartment homes). As part of the project, 100 transit replacement parking spots are being constructed.

In January 2021, California Department of Housing & Community Development (HCD) awarded a total of \$11,995,000 to Affirmed for their affordable housing development at the Grantville



Trolley Station. The HCD grant was divided into two parts: a \$10,000,000 loan for construction of the affordable housing development, to be managed by Affirmed, and a \$1,995,000 grant for Infrastructure Projects, to be managed by MTS.

Of the \$1,995,000 in Infrastructure Grant Funds, \$599,000 of it is allocated to pay for Affirmed's cost share for 33 trolley replacement parking spaces constructed in the Greystar development. The remaining \$1,396,000 was available for MTS to implement various improvement projects at the Grantville Transit Center. During the CIP Budgeting process, the MTS Board also allocated additional funds to complete the identified Grantville Transit Center projects.

The largest of the Grantville Transit Center improvement projects is to paint the elevated steel guideway structure at the trolley station. The existing paint has faded due to sun exposure and as a result the station appearance is not up to MTS standards. With the joint developments under construction and more than 375 apartments with occupancy planned in the next 12 months, now is the time to improve the appearance of the structure. In addition to the station paint, the project will also remove and upgrade the bird deterrents around the structure.

This contract would cover the paint and related work portion of the Grantville Station Improvements CIP. The contract includes:

- Full preparation of all existing metals (currently painted teal/green/blue), priming, and application of high-performance coating system to help preserve existing metals, as well as improve appearance of station and state of repair, including the existing bus shelters.
- Full removal and replacement of bird deterrent systems to ensure cleanliness and state of good repair at the station.

On May 1, 2023, staff issued an Invitation for Bids (IFB). A total of three (3) bids were received:

GRANTVILLE TOD PAINTING IFB		
COMPANY NAME	FIRM Disadvantaged Business Enterprise (DBE)/Small Business (SB) CERTIFICATION	BID AMOUNT
<i>MTS – Independent Cost Estimate (ICE)</i>		<i>\$1,772,810</i>
<b>Prime Painting Contractors Inc.</b>	SB	\$1,330,000
All Source Coatings Inc.	SB	\$1,746,000
U.S National Corp	SB	\$2,293,700

Based on the bids received, and in comparison, with the ICE (\$1,772,810), MTS staff recommends executing the contract, as staff determined that the Prime Painting Contractors, Inc.'s price to be fair and reasonable.

Prime Painting Contractors will be utilizing two (2) subcontractors, Bird Solutions and Optimus Building Co., as detailed further in Attachment C.

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



- 1) Execute MTS Doc. No. PWL370.0-23 (in substantially the same format as Attachment A), with Prime Painting Contractors Inc. for Grantville Station Painting Improvements in the amount of \$1,330,000;
- 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency (\$266,000) for this construction contract, bringing total expenditure authority to \$1,596,000.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc No.PWL370.0-23  
B. Bid Price Form  
C. Prime Painting Contractor's Subs



**Metropolitan  
Transit  
System**

**STANDARD CONSTRUCTION AGREEMENT**

**FOR**

**MTS DOC. NO. PWL370.0-23**

**GRANTVILLE TOD PAINTING**

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: PRIME PAINTING CONTRACTORS INC. Address: 17033 GLEDHILL ST.

NORTHRIDGE, CA 91325

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

Email: hq@primepte.net

Telephone: 818-833-8866

Authorized person to sign contracts	<u>Bobby</u>	<u>Tsangaris</u>
	<u>Name</u>	<u>Title</u>

**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 Forms (Exhibit D)

**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:

**GRANTVILLE TOD PAINTING**

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 Work required by the Contract Documents within **180 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 one million three hundred thirty three thousand Dollars (\$ 1,330,000.00 ). Payment shall be made as set forth in the General Conditions.

**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	PRIME PAINTING CONTRACTORS INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

San Diego Metropolitan Transit System  
 Bid Results for Project GRANTVILLE TOD PAINTING (PWL370.0-23)  
 Issued on 05/01/2023  
 Bid Due on June 06, 2023 2:00 PM (PDT)  
 Exported on 06/07/2023

Line Totals (Unit Price \* Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Prime Painting Contractors Inc
1	Main Bid		Mobilization		EA	1	\$20,000.00
2	Main Bid		Demobilization		EA	1	\$10,000.00
3	Main Bid		Supervision		LS	1	\$50,000.00
4	Main Bid		Temporary Facilities		LS	1	\$20,000.00
5	Main Bid		Temporary Controls		LS	1	\$20,000.00
6	Main Bid		Surface Preparation		LS	1	\$150,000.00
7	Main Bid		Surface Painting		LS	1	\$570,000.00
8	Main Bid		Elevated work plan (Rolling scaffold, stationary scaffold, man lifts)		LS	1	\$100,000.00
9	Main Bid		Bird Netting/ Bird Spikes/Deterrents		LS	1	\$350,000.00
10	Main Bid		Payment and Performance Bond		LS	1	\$26,700.00
11	Main Bid		Bid Bond		LS	1	\$13,300.00
						Subtotal	\$1,330,000.00
						Total	\$1,330,000.00

[illegible]



## Agenda Item No. 14

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

July 27, 2023

#### SUBJECT:

Grantville Transit Oriented Development (TOD) Painting Construction Management 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 No. WOA2496-CM01 under MTS Doc. No. G2496.0-21 (in substantially the same format as Attachment A) with AECOM Technical Services (AECOM) for the Grantville TOD Painting Construction Management (CM) Services in the amount of \$190,425.76.

#### Budget Impact

The total budget for this contract is estimated to be \$190,425.76. This project is funded by MTS Capital Improvement Project (CIP) 2006116301 – Grantville Station Improvements.

#### DISCUSSION:

In coordination with the new construction of the Affirmed and Greystar residential buildings adjacent to the Grantville Transit Center, MTS will be hiring a construction contractor (Prime Painting Contractors, Inc.) will be used to paint the steel structures at the Grantville station (see Agenda Item 13) (Grantville TOD Painting Project). MTS requires CM services to assist staff with the coordination, control, and oversight of the construction contractor from beginning of the work through completion.

Today's proposed action would issue a work order to AECOM for the CM services related to the Prime Painting Contractors contract. AECOM's tasks will include engineering and field inspections of the painting operation and related services. AECOM will provide field inspections for the entirety of the painting operation to ensure the manufacturer's requirements are adhered to for the complex epoxy coating system.



A&E Consultant Selection Process

On January 11, 2021, the San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call CM Services. The RFSQ resulted in the identification of six (6) firms qualified to perform CM services; the MTS Board of Directors approved this panel of On-Call CM Services firms on July 29, 2021 (AI 16). Tasks are assigned to the firms through a work order process.

MTS sought proposals from the On-Call List firms to provide CM Services for the Grantville TOD Painting Project. MTS evaluated proposals from one (1) CM firm (5 other firms chose not to propose), and after scoring the firm based on the required criteria, AECOM was chosen as the highest qualified.

Ranking	Proposer Name	Total Score
1	<b>AECOM</b>	<b>87</b>

AECOM's proposed amount of \$190,425.76 is deemed to be fair and reasonable in comparison to MTS's Independent Cost Estimate (ICE) at \$192,000.00. No subconsultants will be used on this Work Order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA2496-CM01 under MTS Doc. No. G2496.0-21 (in substantially the same format as Attachment A) with AECOM for the Grantville TOD Painting Construction Management (CM) Services in the amount of \$190,425.76.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order MTS Doc. No. G2496.0-21WOA2496-CM01  
B. Scope of Services  
C. Negotiated Fee Proposal





# Metropolitan Transit System

July 27, 2023

MTS Doc. No. G2496.0-21  
Work Order No. WOA2496-CM01

Chris Mockus  
Vice President  
AECOM Technical Services Inc.  
401 W A St.  
San Diego, CA 92101

Dear Mr. Starling:

Subject: MTS DOC. NO. G2496.0-21, WOA2496-CM01, GRANTVILLE PAINT, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2496.0-21, WOA2496-CM01, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

## SCOPE OF SERVICES

Provide construction management and inspection staff for Grantville Station Paint Project, in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

## SCHEDULE

The project schedule shall follow the contract for Grantville TOD Construction (PWL370.0-23).

## PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$190,425.76 without prior written authorization of MTS.





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

Tyler Sheldon – Vice President  
Jacobs Project Management Co.

Date:

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



**Metropolitan  
Transit  
System**

## **ATTACHMENT A**

### **SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)**

#### **SCOPE OF WORK**

#### **GRANTVILLE TOD PAINTING CM AND INSPECTION SERVICES**

#### **QUALIFICATIONS**

Inspectors from the consulting firms, including any proposed sub-consultants, including any proposed sub-consultants, must have least five (5) years' experience in painting, high performance coatings and epoxies, and Occupational Safety and Health Administration OSHA regulations.

#### **I. PROJECT DESCRIPTION**

This project includes removing all existing bird netting and deterrents so that structure may be properly prepped/ primed/ and coated. After all painting is complete, all new bird netting/ bird spikes, and bird deterrents are to be installed per plan that contractor will submit as a part of their initial submittal package.

Limited Notice-to-Proceed (LNTP) for the construction contract is expected to be issued in August 2023. Within the period from LNTP to two months after LNTP, the contractor is to transmit specified project submittals, including the baseline schedule and working drawings for long-lead materials. Notice-to-Proceed (NTP) is to be issued one month after LNTP. Construction is to begin at NTP and is specified to be completed within 180 calendar days from NTP.

#### **II. EXPECTED RESULTS**

Provide construction management services to manage and administer the construction contract. Services include part-time project controls, field inspection, special inspection, as-needed quality assurance materials testing, and as-needed specialty services. Should project demands exceed the staffing depicted in our revised staffing plan, we will work with MTS' Project Manager to allocate resources as necessary. Services shall be performed in accordance with MTS and SANDAG policies and procedures and under the management of MTS. Key staff shall include:

- Project Manager/ QC inspector

#### **III. SCOPE OF WORK**

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents. Work is beholden to certain absolute work windows, meaning that PM/QC inspector will be required to work some nights/ possible weekends.

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

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



**1.0 Project Manager/ QC Inspector**

- 1.1 Project Manager/ QC inspector will be responsible for monitoring of existing conditions as well as adherence to manufacturer recommendations for application conditions of high-performance coatings.
- 1.2 PM/QC inspector will be responsible for maintaining daily log of all existing and external conditions that are to be submitted to MTS Project Engineer for review on a weekly basis. Daily Log is to include, but is not limited to:
  - Humidity
  - Dew Point
  - Surface temp. of material being coated/recoated
  - Environmental temp.
  - Dry mil readings of any existing coating or any newly applied material to be coated/recoated
  - Wet mil readings of any new material applied that day.
- 1.3 PM/QC Inspector will also be required to ensure that contractor is staying on target with milestones outlined in their submitted and approved work/phasing plan and general project performance management.

**IV. PERIOD OF PERFORMANCE**

180 calendar days from NTP

**V. DELIVERABLES**

- a. Inspection reports, inspection daily diaries, in accordance with MTS procedures
- b. Project records in accordance with MTS procedures

**VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
Project management/Coordination/ Inspection Services	Approximately 180 calendar days.

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

1. Project plans, special provisions, and standard specifications
2. Flagging personnel for work alongside MTS right-of-way
3. MTS Roadway Worker training (if necessary) for personnel working alongside MTS right-of-way

## **VIII. SPECIAL CONDITIONS**

Scope of services excludes:

- Labor compliance services for the construction contract
- Any form of contract administration
- Construction staking and surveying
- Hazardous material monitoring and testing services. Services may be performed, as requested by MTS, and as needed, for additional fee
- Construction contractor is responsible for job site safety and safety of transit patrons and general public during construction, including for non-completed work and work in progress
- PM/QC Inspector is required to take on-site readings of existing conditions and as such will be present during off-hours work due to absolute work windows. Those windows include overnight as well as possible weekend work. All other work is to be completed during normal working hours where not otherwise noted.

## **IX. MTS ACCEPTANCE OF SERVICES:**

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm 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 Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm 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. Firm 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 design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm 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:

1. Paying applicable delay fees
2. Revising provided documents

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

**XI. DELIVERABLE REQUIREMENTS**

Firm 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 Firm to any third party.

Firm'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. Firm shall maintain backup copies of all data conveyed to MTS.

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

**XII. PREVAILING WAGE**

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



**Cost Proposal for**

# CM Services for Grantville TOD Paint Construction RFP #10110760

**May 31, 2023**

**Grantville Station**



Work Order Estimate  
Summary

MTS Doc. No.	G2496.0-21
Work Order No.	1
Attachment:	B

Work Order Title: GRANTVILLE TOD PAINT CONSTRUCTION

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0700-0270	CM Services for Grantville TOD Paint Construction	\$190,425.76
2			

Totals = \$190,425.76

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1			1,024.0	\$190,425.76
2				
3				
4				
5				

Totals = 1,024.0 \$190,425.76

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
					1,024.0	\$190,425.76

Totals = 1,024.0 \$190,425.76

## Work Order Estimate Summary

[illegible]



Work Order Estimate  
Summary

Contract No: G2496.0-21

Task Order No.

Attachment: B

Consultant/ Subconsultant: AECOM Technical Services, Inc.

Work Order Title: GRANTVILLE TOD PAINT CONSTRUCTION

TASKS/WBS (1-5)									
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Vehicle	MO	\$1,200.00	6	\$7,200.00				
2									
3									
4									
5									
6									
7									
8									
9									
10									
				Subtotal = \$7,200.00		Subtotal =		Subtotal =	

TASKS/WBS (6-10)									
ODC Item	Description								
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Vehicle								
2									
3									
4									
5									
6									
7									
8									
9									
10									
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
		6							
			\$7,200.00						



## Agenda Item No. 15

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

July 27, 2023

#### SUBJECT:

Bayside Double Track Imperial Avenue Transit Center (IMT) Construction Management (CM) 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 No. WOA2498-CM05 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc., to provide Construction Management (CM) Services for the Bayside Double Track IMT Project in the amount of \$500,027.93.

#### Budget Impact

The total budget for this project is estimated to be \$500,027.93. This project is funded by the MTS Capital Improvement Project (CIP) 2005108201 – Bayside Double Track IMT.

#### DISCUSSION:

The Bayside Double Track IMT project includes double-tracking the Green Line at the terminal station located at the 12th & Imperial Transit Center, and includes construction of a new track segment, a single-track connection between the Blue Line and Green Line, and a new double crossover. Once complete, the track layout will provide greater operational flexibility, provide better connections, and allow for tighter Green Line headways during special events such as Comic-Con.

A construction contract for this work was approved by the Board on December 16, 2021 (AI 14) and work began in March 2022. The contract was executed in two phases: the first phase had an expected completion date of September 2023; the second phase has an estimated completion date of July 2024. However, the current Construction Progress Schedule shows the Contractor completing work ahead of schedule in January 2024.

MTS requires CM services to assist staff with the coordination, control and oversight of the construction contractor from beginning of work through completion (collectively “CM Services”).



On December 10, 2020 (AI 13), the Board approved a work order to Kleinfelder Construction Services, Inc. (Kleinfelder) for CM Services related to the Bayside Double Track IMT Project. Under this work order, Kleinfelder is responsible for managing and administering the construction contract. Services include part-time project controls, contract administration, field inspection, special inspection, as-needed quality assurance materials testing, and as-needed specialty services. At that time, Kleinfelder was selected from the MTS-SANDAG as-needed CM services list via a direct award process.

The original on-call master agreement with Kleinfelder has expired. A new on-call master agreement (after a 2021 competitive procurement process overseen by MTS and San Diego Association of Governments (SANDAG)) is now in place. Today's proposed action would approve execution of a new work order with Kleinfelder, under the new master agreement, to continue providing the CM Services through the new completion date for the Bayside Double Track IMT Project, including adding sufficient funding and updating the applicable hourly rates.

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

Work Order No.	Purpose	Amount	Board Approval Date
WOA2019-CM07	Original Work Order – CM Services	\$846,751.95	12/10/2020 (AI 13)
WOA2498-CM05	New work order agreement under new CM master agreement for additional CM services.	\$500,027.93	Today's proposed action.
<b>Total</b>			<b>\$1,346,779.88</b>

The price proposal prepared by Kleinfelder was determined to be fair and reasonable as compared to the Independent Cost Estimate (ICE) at \$515,003.80. Subconsultants on this Work Order include: CA Wehsener Engineering, a Small Business (SB), and Destination Enterprises, a Disadvantaged Business Enterprise (DBE).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA2498-CM05 under MTS Doc. No. G2468.0-21 (in substantially the same format as Attachment A), with Kleinfelder to provide CM Services for the Bayside Double Track IMT Project in the amount of \$500,027.93.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order MTS DOC No. G2498.0-21WOA2498-CM05  
B. Scope of Services  
C. Negotiated Fee Proposal



# Metropolitan Transit System

July 27, 2023

MTS Doc. No. G2498.0-21  
Work Order No. WOA2498-CM05

Marc McIntyre  
Project/Task Order Manager  
Kleinfelder Construction Services, Inc.  
5761 Copley Drive Ste.100  
San Diego, CA 92101

Dear Mr. McIntyre:

Subject: MTS DOC. NO. G2498.0-21, WOA2498-CM05, BAYSIDE DOUBLE TRACK IMPERIAL AVENUE TRANSIT CENTER (IMT), CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2498.0-21, WOA2498-CM05, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

## SCOPE OF SERVICES

Provide construction management and inspection staff for IMT Double Track Construction, in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

## SCHEDULE

The project schedule shall follow contract PWL337.0-21 IMT Double Track Construction.

## PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$500,027.93 without prior written authorization of MTS

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,

---

Sharon Cooney  
Chief Executive Officer

Accepted:

Mark McIntyre, Project/Task Order Manager  
Kleinfelder Construction Services, Inc.

Date:

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

**WORK ORDER TITLE: MTS BAYSIDE TERMINAL IMT DOUBLETRACK****I. PROJECT DESCRIPTION**

The Bayside Double Track project consists of a new second track to tie into the existing T-1 track, a new station platform, new overhead catenary system, modifications to the track signal system, relocation of existing pedestrian canopy structures, removal and replacement of asphalt concrete pavement, and other associated improvements. The project site is located south of the 12th and Imperial Avenue Transit Center and is currently occupied by the 12th and Imperial Station and MTS Maintenance Yard A.

**II. EXPECTED RESULTS**

Provide construction management services to manage and administer the construction contract. Services include part-time project controls, contract administration, field inspection, special inspection, as-needed quality assurance materials testing, and as-needed specialty services. We will endeavor to work within the budget established during negotiations by MTS. Should project demands exceed the staffing depicted in our revised staffing plan, we will work with MTS' Project Manager to allocate resources as necessary. Services shall be performed in accordance with MTS and SANDAG policies and procedures and under the management of MTS. Key staff shall include:

- Project Manager
- Track/Operations Assistant Resident Engineer
- Signal Engineer and Inspector
- Electrical and Communications Inspector
- Overhead Catenary System (OCR) Inspector

**III. SCOPE OF WORK**

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents.

**1.0 Project/Task Order Manager****Project/Task Order Manager (Kleinfelder Construction Services)**

The project manager will provide periodic supervision of the KCS team, manage CM contract budget and schedule, and serve as MTS' point of contact for conduct and performance of KCS CM services. Tasks include:

- Verify that the assigned field personnel are trained in the skills that are needed to manage each task
- Administer personnel action, coordinate personnel matters with MTS' Contract Manager
- Review KCS monthly invoices prior to submission to MTS



## **2.0 Track and Operations Assistant Resident Engineer (Kleinfelder Construction Services)**

- Assistant Resident Engineer will be assigned specifically to this Project and work under the direction of MTS Project Manager
- Perform quality assurance inspection of the work to verify general compliance with the contract documents
- Prepare daily reports noting work description, materials, quantities, pertinent decisions
- Manage the track and operational elements of the project improvements
- Perform inspection on track elements, as well as intermittent inspection for station improvements, utilities, and surface improvements
- Perform up to two source inspection visits, inspections, and documentation for manufacture of the special trackwork, based on MTS direction and authorization
- Regular tasks include:
  - On T&M change orders, keep a daily record of contractor's equipment, labor, and material on Tentative Agreements
  - Obtain regular photo documentation
  - Arrange for material tests for soils, concrete, hot mix asphalt, and other materials incorporated in the work, on an as-needed basis, based on MTS authorization
  - Identify non-compliant work to the Contractor and report to the MTS Project Manager
  - Maintain accounting of daily quantities of contract bid item or change order work performed. Assist MTS Project Manager in reviewing Contractor's Pay App and assist in determining quantities to be included for payment in the monthly progress payment.
  - If observed work does not meet contract or change order requirements, prepare, and submit Non-Conformance Report (NCR) to the MTS Project Manager
  - Attend weekly progress meeting as well as additional meetings as requested by the MTS Project Manager
  - Monitor the construction progress with the approved construction schedule and advise the MTS Project Manager of inconsistencies or non-conformance with critical path activities
- Coordinate construction activities with MTS operations
- Coordinate/verify Contractor's flagging requests with MTS
- Perform submittal reviews for track elements
- Manage and coordinate work windows
- Support MTS Project Manager in management of the construction contract
- Coordinate with Design Team to resolve issues
- Assist with contract administration duties, attend or lead weekly progress meetings, as required
- Work with OE to prepare agenda, RFI and Submittal logs for weekly progress meeting

## **3.0 Scheduling Engineer (Kleinfelder Construction Services)**

- Review and comment on Contractor's CPM baseline schedule and the Contractor's monthly CPM schedule updates
- Perform independent Time-Impact Analysis if necessary
- Analyze and assess project schedule to determine if concurrent delays exist

## **4.0 Overhead Catenary System (OCS) Inspection and Testing (CA Wehsener/Destination Enterprises)**

- Review submittals for OCS elements of the work as requested
- Review OCS phasing, construction work plans, and cutover plans OCS installations
- Perform field inspections for OCS installations, including pole foundations, poles, messenger and contact wire, insulators, disconnect switches, and other OCS devices
- Oversee testing and activation for OCS cutovers
- Perform tasks provided in "Field Inspection Staff"





#### **5.0 Track Signal Engineering and Inspection (CA Wehsener/Destination Enterprises)**

- Review submittals for signals elements of the work, as requested
- Review construction work plans and cutover plans for signal installations
- Perform field inspections for signal installations, including conduits, foundations, signal cases, track circuits, switch machines and other signal devices
- Oversee testing for signal installations and cutovers
- Perform tasks provided in “Field Inspection Staff”

#### **6.0 Materials Sampling and Testing (Kleinfelder, Inc.)**

Perform material sampling and testing to verify conformance with the plans and specifications. Material testers shall be capable of assisting in all aspects of material testing and source inspection. Sampling and testing frequencies shall be as specified in the contract documents and/or as directed by MTS. Tasks include:

- Perform R-value and relative compaction testing of subgrade materials
- Perform other testing as requested by the Resident Engineer or MTS
- Test reports shall be distributed to the Assistant Resident Engineer. Suspect or failing tests will be reported to the Assistant Resident Engineer as soon as the relevant data or results are available.

### **IV. PERIOD OF PERFORMANCE**

Work period for this continuation of services is estimated to be performed from July 2023 through January 2024, the current anticipated Project completion, per the contractor’s schedule.

### **V. DELIVERABLES**

- Inspection reports, inspection daily diaries, and photo documentation
- Documentation of expenses incurred during travel

### **VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

---

#### ***Milestones/Deliverables Schedule***

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Inspector Daily Reports	After completion of individual tasks
Photo documentation	After completion of individual tasks
Quantities (if applicable)	After completion of individual tasks

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

- Project plans, special provisions, special trackwork shop drawings, and standard specifications
- Applicable permits
- Traffic Control plans
- Flagging protection for work inside the MTS right-of-way

### **VIII. SPECIAL CONDITIONS**

Scope of services excludes:





- Materials sampling and testing services. Services may be performed, as requested by MTS, and as needed, for additional fee
- Hazardous material monitoring and testing services. Services may be performed, as requested by MTS, and as needed, for additional fee
- Monitoring of construction contractor for job site safety and safety of transit patrons and public during construction period, including for non-completed work and work in progress – contractor responsible for overall job safety. Inspectors will observe site and public safety conditions when on site, and address issues with contractor when observed.

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents.

#### **IX. MTS ACCEPTANCE OF SERVICES:**

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm 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 Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm 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. Firm 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 design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm 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:

- Paying applicable delay fees,
- Revising provided documents,

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



## **XI. DELIVERABLE REQUIREMENTS**

Firm 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 Firm to any third party.

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

Firm'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. Firm shall maintain backup copies of all data conveyed to MTS.

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

## **XII. ADDITIONAL INFORMATION**

Prevailing wage

# Work Order Estimate Summary

Att.C, AI 15, 07/27/23

MTS Doc. No. **G2498.0-21**  
Work Order No. **WOA2498-CM05**  
Attachment: **B**

Work Order Title: **IMT Doubletrack Construction Management Services**

Project No: **WOA2498-CM05**

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

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$500,027.93

Totals = **\$500,027.93**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project Task Order Management	28.0	\$5,996.08
2	2	Engineering and Inspection Services	2,583.0	\$494,031.85

Totals = **2,611.0** **\$500,027.93**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Kleinfelder Simon Wong Engineering	1,236.0	\$248,000.67
		X		CA Wehsener Engineering	1,047.0	\$183,197.93
X		X		Destination Enterprises	328.0	\$68,829.33

Totals = **2,611.0** **\$500,027.93**

## NOTES

1. Field inspection and materials testing rates have been adjusted as necessary to comply with prevailing wage DIR Determination SD-23-63-3-2021-1D. Rates are calculated using assumed fringe value of \$12/hr. Actual rates are calculated monthly per SANDAG direction.

2. Billing rates included in this cost proposal are based upon the published rate table incorporated into Contract G2498.0-21 and as finalized by SANDAG under Contract 550870

Total Hours =

1,236

Total Costs =

**\$248,000.67**

Consultant/Subconsultant: **Kleinfelder Construction Services, Inc**

MTS Doc. No.:	<b>G2468.0-21</b>
---------------	-------------------

Work Order No.:	WOA2498-CM05
-----------------	--------------

Work Order Title: **#REF!**

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Michalle Beringhaus Task Order Manager 2023-2024 rate	Keith Kranda PW Inspector 2023-2024 Rate	Keith Kranda PW Inspector OT 2023-2024 Rate	Keith Kranda PW Inspector DT 2023-2024 Rate	Hassan Mustafa Engineering Supervisor 2023-2024 Rate	Mark Plotnikiewicz Senior Schedule Engineer 2023-2024 Rate	Total Hours	Totals
				\$ 214.15	\$182.08	\$222.45	\$262.83	\$ 237.94	\$231.07		
1	Task 1	Project / Task Order Management									
		Project / Task Order Management		28						28	\$5,996.08
										0	\$0.00
										0	\$0.00
		Subtotals (Hours) =	N/A	28	0	0	0	0	0	28	\$5,996.08
		Subtotals (Costs) =	\$0.00	\$5,996.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	28	\$5,996.08
2	Task 2	Engineering / Inspection									
		Engineering / Inspection	\$10,396.35	0	1008	72	72	28	28	1,208	\$242,004.59
										0	\$0.00
										0	\$0.00
		Subtotals (Hours) =	N/A	0	1008	72	72	28	28	1,208	\$242,004.59
		Subtotals (Costs) =	\$10,396.35	\$0.00	\$183,535.53	\$16,016.68	\$18,923.68	\$6,662.31	\$6,470.04	1,208	\$242,004.59
		Totals (Summary) =								1,236	\$248,000.67
		Total (Hours) =	N/A	28	1008	72	72	28	28	1236	
		Total (Costs) =	\$10,396.35	\$5,996.08	\$183,535.53	\$16,016.68	\$18,923.68	\$6,662.31	\$6,470.04		\$248,000.67
		Percentage of Total (Hours) =	0%	2%	82%	6%	6%	2%	2%	100%	
		Percentage of Total (Costs) =	4%	2%	74%	6%	8%	3%	3%		100%

### Work Order Estimate Summary

Consultant/ Subconsultant: **Kleinfelder Construction Services, Inc**Contract No: **G2468.0-21**Task Order No. **WOA2498-CM05**Work Order Title: **IMT Doubletrack Construction Management Services**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	Field Vehicle	Month	\$1,377.00			7.55	\$10,396.35						
2													
3													
4													
5													
6													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						<b>\$10,396.35</b>							

#### TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle											7.55	\$10,396.35
2													
3													
4													
5													
6													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												<b>\$10,396.35</b>	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
COST PROPOSAL  
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING  
ADM 2033 (Rev. 10/23/18)

Determination Number: AD-23-63-3-2021-1D  
- Issue Date: August 22, 2021  
- Effective Date: September 1, 2021  
- Expiration Date : \*June 30, 2022

Consultant/Subconsultant Name: KCS  
Agreement Number: G2498.0-21  
Attachment 2

Date Prepared: 6/13/2023  
Page No.: 1 of 1

Loaded Billing Rate Calculations:
<b>Non-Exempt Employee Loaded Billing Rates:</b>
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) <u>ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]</u>
<b>Exempt Employee Loaded Billing Rates- Compensated for PW OT:</b>
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe ] * [(1 + Field OH) * (1 + Fee)]
D) <u>ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate )*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]</u>
<b>The PW Deltas (Base &amp; Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.</b>
<b>Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):</b>
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
<b>Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:</b>
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	107.82%
OVERTIME			=	107.82%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	107.82%
OVERTIME			=	107.82%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	107.82%
OVERTIME			=	107.82%

FEE	=	8.50%
FCCM	0.10%	

Applicable Delta Base Multiplier (Field/Home)	=	2.25485
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.25485

Name & Work Information		Home / Field / Project Specific Personnel		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total		Applicable DELTA Base = DIR Rate - Employee Base Rate		Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [Add RFQ/RFP Advertisement Date]		% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class						
				Base Salary			Fringe Benefits	al Base Salary + Fringe Ben			Base Salary			Actual Fringe	Total = Base + Fringe			1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	To									
				Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																			
Keith Kranda PW Inspector 2023-2024 Rate		FIELD																																		
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$80.75	\$121.13	\$161.50	\$12.88	\$93.63	\$134.01	\$174.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182.08	\$222.45	\$262.83	7/1/2023	6/30/2024	2.70%	\$ 80.75	N/A

## Work Order Estimate Summary

Total Hours =	1,047
Total Costs =	\$183,197.93

Consultant/Subconsultant: CA Wehsener Engineering

MTS Doc. No.: G2468.0-21

Work Order No.: WOA2498-CM05

Work Order Title: #REF!

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chuck Wehsener - Engineer, Supervising 23/24	Javier Rangel, PW Inspector 23/24 Rate	Javier Rangel, PW Inspector 23/24 OT Rate	Javier Rangel, PW Inspector 23/24 DT Rate	Thomas Wehsener, PW Inspector 23/24 Rate	Thomas Wehsener, PW Inspector 23/24 OT Rate	Thomas Wehsener, PW Inspector 23/24 DT Rate	Total Hours	Totals
				\$ 229.78	\$160.59	\$196.34	\$232.09	\$162.62	\$198.83	\$235.03		
1	<b>Task 1</b>	<b>Project / Task Order Management</b>										
		Project / Task Order Management										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
2	<b>Task 2</b>	<b>Engineering / Inspection</b>										
		Engineering / Inspection		83	540	36	48	268	36	36	1,047	\$183,197.93
		Subtotals (Hours) =	N/A	83	540	36	48	268	36	36	1,047	\$183,197.93
		Subtotals (Costs) =		\$19,071.76	\$86,716.23	\$7,068.08	\$11,140.11	\$43,582.92	\$7,157.75	\$8,461.08	1,047	\$183,197.93
3	<b>Task 3</b>	<b>Materials Sampling and Testing</b>										
		Materials Sampling and Testing										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
	<b>Totals (Summary) =</b>										1,047	\$183,197.93
	Total (Hours) =	N/A		83	540	36	48	268	36	36	1047	
	Total (Costs) =			\$19,071.76	\$86,716.23	\$7,068.08	\$11,140.11	\$43,582.92	\$7,157.75	\$8,461.08		\$183,197.93
	Percentage of Total (Hours) =	N/A		8%	52%	3%	5%	26%	3%	3%	100%	
	Percentage of Total (Costs) =			10%	47%	4%	6%	24%	4%	5%		100%

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
COST PROPOSAL  
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING.  
ADM 2033 (Rev. 10/23/18)

Determination Number: SD-23-63-3-2021-1D  
- Issue Date: August 22, 2021  
- Effective Date: September 1, 2021  
- Expiration Date : \*June 30, 2022

Consultant/Subconsultant Name: CAW  
Agreement Number: G2498.0-21  
Attachment 2  
Date Prepared: 6/13/2023  
Page No.: 1 of 1

Loaded Billing Rate Calculations:
<b>Non-Exempt Employee Loaded Billing Rates:</b>
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
<b>Exempt Employee Loaded Billing Rates- Compensated for PW OT:</b>
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
<b>The PW Deltas (Base &amp; Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.</b>
<b>Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):</b>
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
<b>Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:</b>
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 107.00%
OVERTIME				= 106.85%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 107.00%
OVERTIME				= 107.00%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 107.00%
OVERTIME				= 107.00%

FEE	=	8.50%
-----	---	-------

FCCM	0.10%
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Applicable Delta Base Multiplier (Field/Home)	=	2.24595
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.24595

Name & Work Information		Home / Field / Project Specific Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [Add RFO/RFP Advertisement Date]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class	
			Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefit			Base Salary			Actual Fringe	Total = Base + Fringe			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	To				
			Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																		Straight
Thomas Wehsener - Building Inspection Group 2 PW		FIELD																																
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$72.41	\$108.61	\$144.81	\$30.79	\$103.20	\$139.40	\$175.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162.62	\$198.83	\$235.03	7/1/2023	6/30/2024	2.70%	\$ 72.41	N/A
Javier Rangel - Building Inspection Group 2 PW		FIELD																																
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$71.50	\$107.25	\$143.00	\$25.68	\$97.18	\$132.93	\$168.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.59	\$196.34	\$232.09	7/1/2023	6/30/2024	2.70%	\$ 71.50	N/A



# Work Order Estimate Summary

Att.C, AI 15, 07/27/23

Consultant/Subconsultant:	Destination Enterprises	Doc. No.:	G2468.0-21
		Work Order No.:	WOA2498-CM05
Work Order Title:	#REF!	Attachment:	B

Total Hours =	
Total Costs =	\$68,829.33

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mark Crowley PW Inspector 23/24 Rate	Mark Crowley PW Inspector 23/24 OT Rate	Mark Crowley PW Inspector 23/24 DT Rate					Total Hours	Totals
				\$189.34	\$233.09	\$276.84						
1	Task 1	Project / Task Order Management										
		Project / Task Order Management										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
2	Task 2	Engineering / Inspection		256	36	36					328	\$ 66,829.62
		Engineering / Inspection										
			\$1,999.72									\$1,999.72
		Subtotals (Hours) =	N/A	\$48,471.90	\$ 8,391.36	\$ 9,966.36					328	\$68,829.33
		Subtotals (Costs) =										\$68,829.33
3	Task 3	Materials Sampling and Testing										
		Materials Sampling and Testing										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
		Totals (Summary) =										\$68,829.33
		Total (Hours) =	N/A	256.00	36.00	36.00					328	
		Total (Costs) =		\$ 48,471.90	\$ 8,391.36	\$ 9,966.36						\$68,829.33
		Percentage of Total (Hours) =	N/A	0%	0%	0%					0%	
		Percentage of Total (Costs) =		3%	70%	12%	14%				97%	100%

# Work Order Estimate Summary

Att.C, AI 15, 07/27/23

Consultant/ Subconsultant: **Destination Enterprises**

Contract No: **G2468.0-21**

Task Order No. **WOA2498-CM05**

Work Order Title: **IMT Doubletrack**

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	Personal Mileage	Mile	\$0.655			3,053	\$1,999.72						
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = **\$1,999.72** Subtotal = Subtotal = Subtotal =

## TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1												3,053	\$1,999.72
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$1,999.72**

**Determination Number:** **SD-23-63-3-2021-1D**  
- Issue Date: August 22, 2021  
- Effective Date: September 1, 2021  
- Expiration Date : \*June 30, 2022

<b>Home Office:</b>	<b>Fringe Benefit %</b>	<b>Overhead %</b>	<b>General Administration %</b>	<b>Combined %</b>
NORMAL			=	99.44%
OVERTIME			=	99.44%
<b>Field Office:</b>	<b>Fringe Benefit %</b>	<b>Overhead %</b>	<b>General Administration %</b>	<b>Combined %</b>
NORMAL			=	99.44%
OVERTIME			=	99.44%
<b>Project Specific:</b>	<b>Fringe Benefit %</b>	<b>Overhead %</b>	<b>General Administration %</b>	<b>Combined %</b>
NORMAL			=	99.44%
OVERTIME			=	99.44%

Applicable Delta Base Multiplier (Field/Home)	=	2.16392
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.16392

C-9

S855533 Rate Schedule

Prime: Kleinfelder Construction Services, Inc.  
Subconsultant: Kleinfelder Construction Services, Inc.

FCCM	Home Office Combined Overhead	Field Office Combined Overhead	Fee	Home Office Multiplier	Field Office Multiplier	Escalation	ECI Escalation
0.10%	107.82%	107.82%	8.5%	2.2559	2.2559	2.70%	TBD See Agreement Section VI.A

Note: The hourly rates identified below do not account for prevailing wage work. Both state and federal prevailing wage rates will apply to these Agreements and Consultant shall be responsible to pay, at a minimum, the higher of the applicable state or federal prevailing wage rate. Consultant will be

Contract Classification	Effective Date	Base Hourly Rate	Agreement Execution to June 30, 2022		July 1, 2022 to June 30, 2023		July 1, 2023 to June 30, 2024		July 1, 2024 to June 30, 2025		July 1, 2025 to end of Agreement	
			Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field
Admin I	Agreement Execution	\$21.04	\$47.47	\$47.47	\$48.75	\$48.75	\$50.07	\$50.07				
Admin II	Agreement Execution	\$34.84	\$78.59	\$78.59	\$80.71	\$80.71	\$82.89	\$82.89				
Admin III	Agreement Execution	\$42.00	\$94.75	\$94.75	\$97.31	\$97.31	\$99.93	\$99.93				
Admin, Senior	Agreement Execution	\$50.00	\$112.80	\$112.80	\$115.84	\$115.84	\$118.97	\$118.97				
Contract Manager	Agreement Execution	\$122.31	\$275.91	\$275.91	\$283.36	\$283.36	\$291.01	\$291.01				
Engineer I	Agreement Execution	\$50.72	\$114.41	\$114.41	\$117.50	\$117.50	\$120.67	\$120.67				
Engineer II	Agreement Execution	\$63.00	\$142.12	\$142.12	\$145.96	\$145.96	\$149.90	\$149.90				
Engineer, Associate	Agreement Execution	\$72.00	\$162.43	\$162.43	\$166.81	\$166.81	\$171.32	\$171.32				
Engineer, Senior	Agreement Execution	\$85.00	\$191.75	\$191.75	\$196.93	\$196.93	\$202.25	\$202.25				
Engineer, Supervising	Agreement Execution	\$100.00	\$225.59	\$225.59	\$231.68	\$231.68	\$237.94	\$237.94				
Project Controls I	Agreement Execution	\$34.11	\$76.96	\$76.96	\$79.04	\$79.04	\$81.17	\$81.17				
Project Controls II	Agreement Execution	\$43.64	\$98.44	\$98.44	\$101.10	\$101.10	\$103.83	\$103.83				
Project Controls III	Agreement Execution	\$64.38	\$145.23	\$145.23	\$149.15	\$149.15	\$153.18	\$153.18				
Project Controls, Technical Expert	Agreement Execution	\$88.42	\$199.47	\$199.47	\$204.86	\$204.86	\$210.39	\$210.39				
QA/QC, Technical Expert	Agreement Execution	\$105.00	\$236.87	\$236.87	\$243.27	\$243.27	\$249.84	\$249.84				
Safety Coordinator, Associate	Agreement Execution	\$56.93	\$128.42	\$128.42	\$131.89	\$131.89	\$135.45	\$135.45				
Safety Coordinator, Senior	Agreement Execution	\$75.69	\$170.75	\$170.75	\$175.36	\$175.36	\$180.10	\$180.10				
Safety Coordinator, Technical Expert	Agreement Execution	\$89.90	\$202.81	\$202.81	\$208.28	\$208.28	\$213.91	\$213.91				
Scheduler, Technical Expert	Agreement Execution	\$97.11	\$219.08	\$219.08	\$225.00	\$225.00	\$231.07	\$231.07				
Structural Representative, Senior	Agreement Execution	\$105.00	\$236.87	\$236.87	\$243.27	\$243.27	\$249.84	\$249.84				
Task Order Manager	Agreement Execution	\$90.00	\$203.03	\$203.03	\$208.52	\$208.52	\$214.15	\$214.15				
Technical Expert (Building)	Agreement Execution	\$86.58	\$195.31	\$195.31	\$200.59	\$200.59	\$206.00	\$206.00				
Technical Expert (Claims)	Agreement Execution	\$120.00	\$270.71	\$270.71	\$278.02	\$278.02	\$285.53	\$285.53				
Technical Expert (Other)	Agreement Execution	\$89.90	\$202.81	\$202.81	\$208.28	\$208.28	\$213.91	\$213.91				
Technician, Office I	Agreement Execution	\$34.11	\$76.96	\$76.96	\$79.04	\$79.04	\$81.17	\$81.17				
Technician, Office III	Agreement Execution	\$40.95	\$92.39	\$92.39	\$94.89	\$94.89	\$97.45	\$97.45				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

S855533 Rate Schedule

Prime: Kleinfelder Construction Services, Inc.  
Subconsultant: C.A. Wehsener Engineering Inc

Home Office Combined Overhead	Field Office Combined Overhead	Fee	Home Office Multiplier	Field Office Multiplier	Escalation	ECI Escalation
107.00%	107.00%	8.5%	2.24595	2.24595	2.70%	TBD See Agreement Section VI.A

Note: The hourly rates identified below do not account for prevailing wage work. Both state and federal prevailing wage rates will apply to these Agreements and Consultant shall be responsible to pay, at a minimum, the higher of the applicable state or federal prevailing wage rate. Consultant will be

Contract Classification	Effective Date	Base Hourly Rate	Agreement Execution to June 30, 2022		July 1, 2022 to June 30, 2023		July 1, 2023 to June 30, 2024		July 1, 2024 to June 30, 2025		July 1, 2025 to end of Agreement	
			Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field
Engineer I	Agreement Execution	\$41.08	\$92.26	\$92.26	\$94.75	\$94.75	\$97.31	\$97.31				
Engineer, Supervising	Agreement Execution	\$97.00	\$217.86	\$217.86	\$223.74	\$223.74	\$229.78	\$229.78				
QA/QC, Associate	Agreement Execution	\$68.45	\$153.74	\$153.74	\$157.89	\$157.89	\$162.15	\$162.15				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

Employee Workplan - projections  
G2498.0-21 - MTS Grade Crossing and Plant Inspection CM Service  
05 - IMT Doubletrack CM Services

											Total
				Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24	
				Projections	Projections	Projections	Projections	Projections	Projections	Projections	
C.A. Wehsener	Rangel, Javier 01_REG	Electrical Inspector	Hours	100 hrs	100 hrs	80 hrs	68 hrs	64 hrs	64 hrs	64 hrs	540 hrs
			Cost	\$16,059	\$16,059	\$12,847	\$10,920	\$10,277	\$10,277	\$10,277	\$86,716
	Rangel, Javier 02_OT	Electrical Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,356	\$4,712						\$7,068
	Rangel, Javier 03_DT	Electrical Inspector	Hours	12 hrs	36 hrs						48 hrs
			Cost	\$2,785	\$8,355						\$11,144
	Wehsener, Chuck	Engineer Supervisor	Hours	8 hrs	35 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	83 hrs
			Cost	\$1,838	\$8,042	\$1,838	\$1,838	\$1,838	\$1,838	\$1,838	\$19,072
	Wehsener, Tom 01_REG	Electrical Inspector	Hours	60 hrs	60 hrs	52 hrs	24 hrs	24 hrs	24 hrs	24 hrs	268 hrs
			Cost	\$9,757	\$9,757	\$8,456	\$3,903	\$3,903	\$3,903	\$3,903	\$43,583
	Wehsener, Tom 02_OT	Electrical Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,386	\$4,772						\$7,158
	Wehsener, Tom 03_DT	Electrical Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,820	\$5,641						\$8,461
Firm Total			\$38,002	\$57,338	\$23,141	\$16,661	\$16,019	\$16,019	\$16,019	\$183,198	
Destination Enterprises	Crowley, Mark 01_REG	Construction Inspector	Hours	40 hrs	24 hrs	24 hrs	24 hrs	24 hrs	60 hrs	60 hrs	256 hrs
			Cost	\$7,574	\$4,544	\$4,544	\$4,544	\$4,544	\$11,361	\$11,361	\$48,472
			Mileage	\$286	\$286	\$286	\$286	\$286	\$286	\$286	\$2,000
	Crowley, Mark 02_OT	Construction Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,797	\$5,594						\$8,391
	Crowley, Mark 03_DT	Construction Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$3,322	\$6,644						\$9,966
	Firm Total			\$13,979	\$17,068	\$4,830	\$4,830	\$4,830	\$11,646	\$11,646	\$68,829
Kleinfelder - Construction Services	Beringhaus, Michalle	Task Order Manager-Subconsultant Manager	Hours	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	28 hrs
			Cost	\$857	\$857	\$857	\$857	\$857	\$857	\$857	\$5,996
	Kranda, Keith 01_REG	Senior Field Inspector	Hours	160 hrs	184 hrs	128 hrs	142 hrs	130 hrs	128 hrs	136 hrs	1,008 hrs
			Cost	\$29,133	\$33,503	\$23,306	\$25,855	\$23,670	\$23,306	\$24,763	\$183,536
			Truck-Month	\$1,377	\$1,377	\$1,377	\$1,377	\$1,377	\$1,377	\$1,377	\$9,639
	Kranda, Keith 02_OT	Senior Field Inspector	Hours	20 hrs	32 hrs				20 hrs		72 hrs
			Cost	\$4,449	\$7,119				\$4,449		\$16,017
			Truck-Month		\$0				\$0		\$0
	Kranda, Keith 03_DT	Senior Field Inspector	Hours	20 hrs	32 hrs				20 hrs		72 hrs
			Cost	\$5,257	\$8,411				\$5,257		\$18,924
	Mustafa, Hassan	Engineering Supervisor	Hours	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	28 hrs
			Cost	\$952	\$952	\$952	\$952	\$952	\$952	\$952	\$6,662
			Truck-Month	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$234
	Plotnikiewicz, Mark	Senior Schedule Engineer	Hours	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	28 hrs
			Cost	\$924	\$924	\$924	\$924	\$924	\$924	\$924	\$6,470
			Truck-Month	\$76	\$75	\$75	\$75	\$75	\$75	\$75	\$524
	Firm Total			\$43,057	\$53,249	\$27,524	\$30,073	\$27,888	\$37,229	\$28,980	\$248,001
Contract Total			Hours	492 hrs	635 hrs	304 hrs	278 hrs	262 hrs	336 hrs	304 hrs	2,611 hrs
			Cost	\$93,265	\$125,885	\$53,724	\$49,793	\$46,966	\$63,124	\$54,875	\$487,632
			Truck-Month	\$1,772	\$1,771	\$1,771	\$1,771	\$1,771	\$1,771	\$1,771	\$12,396
	Contract Total			\$95,037	\$127,656	\$55,495	\$51,564	\$48,736	\$64,894	\$56,645	\$500,028



## Agenda Item No. 16

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

July 27, 2023

#### SUBJECT:

Modernization of Stadium Trolley Station Elevator – 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 MTSJOC347-21 to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABCGC) in the amount of \$296,562.53 to modernize the Stadium Trolley Station elevator.

#### Budget Impact

The total cost for this contract is estimated to be \$296,562.53. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.95% Job Order Contract (JOC) software license fee in the amount of \$5,782.97. This project is funded by Operating Budget 380016 - 536500 San Diego Trolley Inc. (SDTI) Facilities.

#### DISCUSSION:

The Stadium Trolley Station elevator has exceeded its life expectancy. With the opening of the new Snapdragon stadium last fall, the number of events at the stadium station has grown to include concerts, soccer, Lacrosse, and football games, San Diego State University (SDSU) Graduations, and other large scale events. The elevator's operating equipment is over 20 years old, has been deemed obsolete, and the manufacturer is no longer supporting parts. When a part fails, the elevator must be out of service for a number of weeks so the existing part can be repaired. Modernization of the Stadium elevator is therefore necessary. The modernization work includes a new control panel, equipment and upgraded cabling designed for exterior environments. This project is eligible to be performed as a JOC as it is a minor repair and alteration of existing public facilities.

Today's proposed action will issue a work order to ABCGC under the General Civil Construction Services JOC master agreement. Staff has reviewed the pricing for this repair work order and determined it to be fair and reasonable. ABCGC will be providing all materials, labor and equipment for the Modernization of Stadium Trolley Station Elevator. Work is expected to be



completed by February 2024. For this work order, ABCGC will utilize KONE as its subcontractor (as shown in Exhibit C of Attachment A).

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.

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.

On June 13, 2022 (AI 14), after a competitive IFB process, the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWG347.0-22 with ABCGC for General Civil Construction Services. General Civil Construction Services includes work that primarily consists of repair, remodeling, or other repetitive work civil construction activities, general civil and site improvements (i.e., earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing), and all required incidental professional and technical services.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-21 to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A) with ABCGC in the amount \$296,562.53 to modernize the Stadium elevator.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft Work Order MTS Doc No. MTSJOC347-21





# Metropolitan Transit System

Att.A, AI 16, 07/27/23

## JOB ORDER CONTRACT WORK ORDER

PWG347.0-22

CONTRACT NUMBER

MTSJOC347-21

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  
(Corporation, partnership, sole proprietor, etc.)

San Diego, CA 92113

Telephone: 619.937.1010

Authorized person to sign contracts: Travis Brozowski President  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG347.0-22), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$296,562.53

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ABC GENERAL CONTRACTOR, INC.

By: Sharon Cooney, Chief Executive Officer

Firm: \_\_\_\_\_

Approved as to form:

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

By: Karen Landers, General Counsel

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



## EXHIBIT A (Scope of Work)



## Detailed Scope of Work

### Job Order Contract

**Date:** 6/20/2023

**To:** Dave Czubernat  
Project Manager  
ABC Construction, Inc.  
3120 National Ave  
San Diego, Ca 92113  
Phone: (619) 239-3428  
Fax: (619) 239-6614

**From:** Thang Nguyen  
Sr. Project Manager  
San Diego Metropolitan Transit System  
1255 Imperial Ave, Suite 900  
San Diego, CA 92101  
Phone: (619) 557-4560

**Project:** MTSJOC347-21

**MTS Work Order Number:** TBD

**Title:** Modernization of Stadium Elevator

**Location:** Stadium Elevator

**Railroad Protective:** ☐ Yes ☒ No

### Detailed Scope of Work

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, and traffic control, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work.

This work consists of the followings:

- **Elevator / Hydro Mod**
- **Hoistway Equipment:** Keep Existing
- **Driving Equipment:**
- **Smartrise Controller:**
- **Piping Package 2"**
- **Innovation Fixtures**
- **Front and Rear Opening Car Door Equipment**
- **Wiring Package**
- **Entrance/Hoistway Door Equipment:**
- **Cab Interior Upgrade:**

### Traffic Control:

It is the Contractor's responsibility to barricade the work area and to prevent pedestrians from entering the job site.

### Submittals:

Work Schedule, materials submittal

### Work Windows:

Monday-Friday from 6 AM to 4 PM

### Durations:

60 calendar days

\_\_\_\_\_  
Thang Nguyen, Systems Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Czubernat, Project Manager

\_\_\_\_\_  
Date



## San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

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### Final Scope of Work

Date: 6/26/2023

#### Job Order Contracting

To:	From:
<b>Contract No:</b>	PWG347.0-22
<b>Job Order No:</b>	MTSJOC347-21
<b>Job Order Title:</b>	Modernization of Stadium Elevator
<b>Location:</b>	Green Line ROW 1255 Imperial Ave San Diego, CA 92101
<b>Brief Scope of Work:</b>	The Stadium elevator has exceeded its life expectancy. Due to many events such as concerts, soccer, Lacrosse, football, SDSU Graduations, etc; this elevator cannot be down during these events. We have had issues with obsolete parts that cannot be replaced. MTS will be working with ABC Construction and subcontractors to modernize the Stadium elevator. This project is eligible to be performed as a JOC as it is a minor repair and alteration of existing public facilities.

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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.

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Thang Nguyen, Systems Engineer

Date

## EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
08	Openings	\$32,237.78	\$0.00	\$596.13	\$32,833.91
10	Specialties	\$1,099.50	\$0.00	\$31.32	\$1,130.82
14	Conveying Equipment	\$250,563.76	\$0.00	\$12,034.04	\$262,597.80
Line Count: 12				Proposal Total:	\$296,562.53

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

\* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

08 Openings								\$32,833.91
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	083343000004	Elevator Smoke Guard, 73" Width Housing (Smoke Guard 400)	Installation	3.00	\$9,867.70	EA	1.0890	\$32,237.78
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$547.41	EA	1.0890	\$596.13
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$32,833.91
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10 Specialties								\$1,130.82
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
2	104116000002	Elevator/Lobby, Deep Red Finish, Surface Mount, Fire Department Emergency Key Storage Box (Knox 1403)	Installation	2.00	\$504.82	EA	1.0890	\$1,099.50
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$28.76	EA	1.0890	\$31.32
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$1,130.82
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14 Conveying Equipment								\$262,597.80
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	140120710007	Elevator Servicing - Hydraulic, Labor Only	Installation	280.00	\$146.22	HR	1.0890	\$44,585.40
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$44,585.40
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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: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

4	140120710016	Full Load Test for Hydraulic Elevator	Installation	1.00	\$2,167.76	EA	1.0890	\$2,360.69
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$2,360.69
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5	140120710021	Acceptance Test for Hydraulic Elevator	Installation	1.00	\$1,671.75	EA	1.0890	\$1,820.54
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$1,820.54
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6	140120710025	5" Piston Replacement (Hydraulic) Unit Up To 3 Stories (2,000 LB x 50 FPM)	Installation	1.00	\$23,402.03	EA	1.0890	\$25,484.81
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$6,630.31	EA	1.0890	\$7,220.41
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note: Includes replacing existing piston/cylinder, 10 3/4" Sealed PVC, pit channel and buffers.

							Total:	\$32,705.22
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7	140120710051	Car Door Operator With ADA Buzzer, Single Speed Side Slide (GAL)	Installation	1.00	\$5,885.19	EA	1.0890	\$6,408.97
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$1,105.06	EA	1.0890	\$1,203.41
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$7,612.38
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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: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

8	140120710060	Removal And Replacement Of Traveling Cable (4 - #14 AWG, 69 - #18 AWG, 1 Shielded Pair, 2 Co-Axial)	Installation	1.00	\$4,420.21	EA	1.0890	\$4,813.61
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$2,210.10	EA	1.0890	\$2,406.80
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note: Excludes Traveling Cable material. See CSI section 14 01 20 71 0059 for Traveling Cable material.

							Total:	\$7,220.41
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9	140120710063	Cab Wall Coverings (3,500 Lb. Capacity: 6'-8" x 5'-5" Cab), Rigid Stainless Steel - Hang On Panels)	Installation	1.00	\$5,778.29	EA	1.0890	\$6,292.56
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$552.53	EA	1.0890	\$601.71
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$6,894.27
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10	140120710077	Removal And Replacement Of Elevator/Hoistway Doors (Center Opening Door Arrangment), Stainless Steel	Installation	1.00	\$2,666.06	EA	1.0890	\$2,903.34
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$2,903.34
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11	140120710083	Hydraulic Leak Detector And Alarm in Elevator Pit (Stancor Oil Minder - 0.5 HP)	Installation	1.00	\$6,025.53	EA	1.0890	\$6,561.80
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$552.53	EA	1.0890	\$601.71
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$7,163.51
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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

12	142113000004	Electric Traction Freight Elevator, 8,000 LB x 200 FPM	Installation	1.00	\$137,127.68	EA	1.0890	\$149,332.04
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023  
(No Material in this line item as it is just modernization)

Item Note:

	Total:	\$149,332.04
Proposal Total:		\$296,562.53
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: 6/23/2023

Job Order Contracting

**Contract #:** PWG347.0-22  
**Job Order #:** MTSJOC347-21  
**Job Order Title:** Modernization of Stadium Elevator  
**Location:** Green Line ROW  
**Contractor:** ABC General Inc.  
**Subcontractor:** Kone Inc.

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Kone Inc. 1821 Tyburn St, Glendale, CA 92104	179166	Electrician		\$239,753.06	80.84%



## Agenda Item No. 17

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

July 27, 2023

#### SUBJECT:

Billboard Lease Contract Renewals – Master Lease Agreement and Individual Site Leases

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute new Master Lease Agreements (MLA) and Location Specific Leases (LSL) (collectively Leases) (in substantially the same format as Attachment A and B) for thirteen (13) existing billboards on MTS property with Clear Channel Outdoor, LLC (CCO) and Outfront Media, LLC (OUT) (collectively Lessees) for a twenty (20) year term with a minimum annual revenue of \$458,559.

#### Budget Impact

If completed, the combined Base Rent revenues from all thirteen (13) billboards will be \$458,559 for year one. Revenue may increase due to provisions in the leases which require CCO and OUT (Lessees) to pay a Percentage Rent if Lessee's net advertising revenue exceeds the Base Rent. As a result of this re-negotiation, MTS will owe a three (3) percent commission on the gross lease value of the agreements to MTS' Billboard Lease Consultant SignValue, Inc. (SignValue), approximately \$137,000 for the first 10 years (see MTS Doc. No. G2574.022).

#### DISCUSSION:

When MTS acquired the San Diego & Arizona Eastern Railway (SD&AE) in 1979, MTS also acquired existing outdoor advertising billboards in the SD&AE right of way. The last time MTS renegotiated these leases was in 2009-2014 and the renegotiated terms were for five years. Currently there are thirteen expired but existing leases for outdoor advertising billboards located on MTS properties (shown on Attachment C). These existing lease rental rates are below current market rents and the lack of a long-term commitment from MTS discourages Lessees from investing in upgrades, such as digital billboards, which generate additional revenue to the Lessees and MTS. Currently, all billboards are static poster style billboards and are generating \$175,500 per year in revenue to MTS.

On January 20, 2022 (AI 19), the MTS Board authorized a contract with SignValue for Billboard Lease Consulting Services to assist MTS with the renegotiation of the Leases. Over the last



year and a half, SignValue has actively renegotiated new lease agreements with the Lessees which bring the lease terms, rental rates, and digital conversion options in line with industry standards and market rental rates. The new leases are structured so that each billboard company signs an MLA with MTS which governs the overall relationship between MTS and the Lessees. The MLA allows for Lessees to pursue billboard upgrades, such as digital conversions, preserves the ability for transit improvements to relocate or remove the billboard, if necessary, and sets a new twenty-year term. For each individual billboard, Lessees sign an LSL which is specific to each site, sets a Base Rent for the particular billboard, and includes with an automatic month-to-month holdover provision in the event a new MLA is not negotiated at the end of the twenty-year term.

All advertising content is subject to MTS Policies and Procedure No. 21 regarding MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND MERCHANDISE. Any upgrades to existing billboards, such as a conversion from a static billboard to a digital billboard display, are subject to MTS approval as well as local, regional, and state laws and regulations governing outdoor billboard advertising.

As a result of SignValue's negotiations, minimum annual revenue to MTS is expected to increase 154% from \$175,500 to \$458,559 (Attachment D). In addition to annual Base Rent received from Lessees, the new Leases contain Percentage Rent provisions which is a revenue sharing agreement for billboard revenue over the Base Rent. Negotiated Percentage Rents are between 35% and 40% of annual net advertising revenue over the Base Rent. The Leases are also subject to a 2% to 3% annual escalation.

MTS maintains two billboard reserve funds – one for revenue generated from certain billboards in the City of Chula Vista, and a second for revenue generated from a billboard in the City of San Diego at Interstate 15 (I-15) and Imperial Avenue. An MOU with the City of Chula Vista allows Chula Vista to access these reserve funds for projects with a nexus to MTS public transit, such as landscaping, graffiti and litter removal along the right-of-way, pedestrian improvements along the trolley line, and other projects agreed to by MTS and Chula Vista. There is no written agreement with the City of San Diego governing the use of the San Diego Billboard Reserve Fund. Past City of San Diego billboard reserve funds were used for projects benefiting transit stations in Council District 4, where the I-15/Imperial Avenue billboard is located. Current balances through June 30<sup>th</sup>, 2022 of the reserve funds are:

San Diego Billboard Reserve Fund: \$398,736

Chula Vista Billboard Reserve Fund: \$2,179,177

Therefore, staff recommends that the Board authorize the Chief Executive Officer (CEO) to execute new Leases (in substantially the same format as Attachment A and B) for thirteen (13) existing billboards on MTS property with Clear Channel Outdoor, LLC and Outfront Media, LLC for a twenty (20) year term with a minimum annual revenue of \$458,559.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment:   A. CCO MLA and LSL  
                  B. OUT MLA and LSL  
                  C. Overview Billboard Map  
                  D. Financial Summary of Billboards and Rents

CLEAR CHANNEL OUTDOOR, LLC  
MASTER LEASE AGREEMENT

This Clear Channel Outdoor Master Lease Agreement ("Master Agreement") is effective Insert Date (the "Effective Date") and entered into between San Diego Metropolitan Transit System ("MTS"), San Diego & Arizona Eastern Railway Company ("SDAE") ("MTS" shall hereafter collectively refer to MTS and SDAE as applicable), and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("CCO"). MTS and CCO may each individually be referred to as a "Party" and together as the "Parties".

**RECITALS**

WHEREAS, MTS is a public transit agency established in 1975 pursuant to California Public Utilities Code sections 120000 *et seq.* that operates public transit services in a substantial portion of San Diego County, including fixed route bus and light rail services;

WHEREAS, SDAE is a Nevada non-profit public benefit corporation that owns a portion of the railroad right-of-way operated by MTS and its affiliated entities;

WHEREAS, MTS purchased the SDAE entity and became its sole shareholder in 1979; SDAE is operated as a component unit of MTS for accounting purposes, the MTS Chief Executive Officer also serves as the President of SDAE, and MTS staff acts as staff for SDAE;

WHEREAS, CCO is among other things, in the business of leasing real property for the purpose of installing and operating outdoor advertising structures such as digital and printed billboards and signs;

WHEREAS, MTS and CCO have had a long-standing relationship and CCO currently leases real property from MTS for the installation and operation of six (6) outdoor advertising structures (Existing Structures) on the specific MTS Properties (as defined below) identified on Schedule A attached hereto; (the forgoing leases collectively being referred to in the Master Lease Agreement as the "Existing Leases")

WHEREAS, the Existing Leases between MTS and CCO for each of the Existing Structures, as of the Effective Date, are continuing on a month-to-month basis, MTS and CCO hereby wish to enter into this Master Agreement to, amongst other things: (i) replace the month-to-month leases and standardize and formalize certain terms applicable to the Existing Structures; (ii) create a mechanism by which the parties may agree upon site specific financial arrangements for each Existing Structure; and (iii) provide for the opportunity to add additional outdoor advertising structures or upgrades to Existing Structures on the MTS Properties that would be subject to this Master Agreement;

WHEREAS the Parties therefore enter into this Master Agreement to effectuate their mutual stated purpose and wish to further obligate each to the other in respect of the terms and conditions set forth herein.

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

**AGREEMENT**

1. Definitions. For the purposes of this Master Agreement, capitalized terms not defined elsewhere in this Master Agreement shall have the meanings set forth in this Section 1.
1. Existing Structures – The outdoor advertising structures (whether traditional static or other technology displays), including, without limitation, wireless communications equipment directly related to outdoor advertising and not for any other purpose, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon owned by CCO and existing as of the Effective Date and located on the existing MTS Properties, are set forth on Schedule A attached hereto.
2. MTS Property or MTS Properties – Each MTS-owned parcel of land that a CCO billboard is located on and has a valid lease (as of the Effective Date owned or later acquired by MTS during the Master Agreement Term (as defined below) or that CCO identifies for a proposal under Section 4.



3. Location Specific Lease (also referred to as an "LSL") – A location specific lease agreement, subject to the terms of this Master Agreement, setting forth location specific terms and conditions of the lease for each MTS Property on which Existing Structures are installed and/or on which New Structures will be installed. A copy of the form of such lease is attached hereto as Schedule B.
4. New Structures – The outdoor advertising structures (whether traditional static, digital (only after approved by MTS) or other technology displays), including wireless communications equipment directly related to outdoor advertising and not for any other purpose, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon, to be first constructed and owned by CCO after the Effective Date of this Master Agreement, upon the terms and conditions set forth herein.
5. Structures – The Existing Structures and New Structures may be collectively referred to as the Structures.
6. Leased Fee - An ownership interest held by a landlord with rights of use and occupancy conveyed by lease to others. The rights of the Lessor (the lease fee owner) and the leased fee are specified by contract terms contained within the lease.
7. Leasehold Interests - The interest held by CCO through a lease conveying the rights of use and occupancy for a stated term under certain conditions.
8. Master Agreement Term. The term of this Master Agreement will be for a period of Twenty (20) years commencing on the Effective Date and ending, with respect to each LSL, on the date that is Twenty (20) years following the commencement of such LSL, subject to any renewals and extensions thereof ("Master Agreement Term").
9. Existing Structures. Simultaneously with the execution of this Master Agreement, MTS and CCO will execute a new LSL with respect to each of the Existing Structures in the form attached as Exhibit B hereto, which will amend and restate the Existing Leases and pursuant to which, MTS will lease the associated MTS Property to CCO.
10. New Location Specific Leases or Upgrading an Existing Sign Face to Digital Technology. If CCO identifies a MTS Property or an Existing Structure on which CCO wishes to construct, install, upgrade an Existing Structure to digital technology, or operate a New Structure, CCO shall send written notice to MTS of its interest in entering into a new LSL for such property or, in the case of upgrading an Existing Structure to digital technology, entering into an amended LSL. Such notice shall include information about the proposed New Structure or proposed digital upgrades to an Existing Structure (including proposed size, height, and location of the same), and the proposed rent for the same. Upon agreement of the terms, the Parties shall each execute a new or amended LSL with respect to such MTS Property. MTS shall have sole discretion to accept or refuse any such proposal from CCO. Any wireless infrastructure or telecommunications services including but not limited to IoT, small cell antenna, radio antenna, DAS or Wi-Fi service shall require a new or amended LSL. Wireless communications equipment necessary for the operation and maintenance of the sign is permitted if it does not unreasonably interfere with MTS' existing or future public transportation infrastructure. Wireless communications equipment for non-outdoor advertising purposes is not permitted in this Master Lease Agreement. Each LSL includes reasonably necessary rights of ingress, egress, utility maintenance and visibility over the specific MTS Property or Properties identified therein. CCO may sell and display advertising on the Structures.
11. Right of First Refusal. During any term of any LSL and for a period of ninety (90) days following the expiration or earlier termination of such LSL, MTS hereby grants to CCO a right of first refusal, acceptance of which is exercisable at CCO's sole discretion, to match the material terms of any offer acceptable to MTS for the use or purchase of all or any portion of the underlying MTS Property related to that LSL by a Competitor (as hereinafter defined) of CCO (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to CCO (the "Offer Documents"). CCO shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to MTS. If CCO rejects the Offer and the MTS Property transfers pursuant to the terms of the Offer, MTS shall promptly notify CCO of such transfer and provide CCO with any relevant contact information of such new owner of the MTS Property. MTS shall defend and indemnify CCO from any claims, demands, attorneys' fees, costs and expenses made against or incurred by CCO as a result of the breach of this provision. If ownership of an MTS Property changes, MTS shall promptly deliver written notice to CCO of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). For purposes of this Master Agreement, a "Competitor" shall mean an entity licensed to be an operator of off-premises and/or commercial signs by the State of California or a person

or entity in the business of aggregating off-premises and/or commercial sign leases. Nothing in this Master Agreement limits MTS' ability to dispose of or otherwise encumber MTS Property to a non-Competitor entity.

12. Governmental Approvals and Structure Removal.

- a. CCO has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Existing Structures, and MTS shall reasonably cooperate at no cost to MTS. MTS hereby grants CCO a limited power of attorney solely for this purpose. All such permits shall remain the property of CCO. CCO may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit.
- b. As of the Effective Date, CCO is the owner of all of the Existing Structures and upon construction, CCO shall be the owner of any New Structures constructed in accordance with this Agreement. CCO has the right to remove the Structures relating to any LSL at any time or within one hundred twenty (120) days following the termination or expiration of such LSL. MTS shall provide all reasonably necessary access to CCO for such removal and CCO shall continue to pay Rent through the date of such removal.
- c. If for any reason not caused by CCO, the Structures relating to any LSL are removed, materially damaged or destroyed, all rent payments shall cease under such LSL until the Structures are rebuilt, provided CCO is reasonably pursuing such rebuilding. If the Structures are removed for any reason CCO shall be responsible for removal of the above ground portions of the Structures.
- d. If Structures are removed under any of the above provisions, CCO shall repair and restore the area immediately surrounding the Structures, reasonable wear and tear excepted. All work on the Structures, including repair, maintenance, upgrade of the Structures to digital technology, removal, or reconstruction, shall be subject to the requirement that CCO, or CCO's representative, apply for and obtain an MTS Right of Entry Permit ("ROE Permit"), in substantially the same form as is attached in Attachment 1 (subject to reasonable ROE Permit process updates implemented by MTS over the term of this Master Agreement). MTS shall not be required to interrupt or cease transit operations on the MTS Property in order to allow CCO to complete the work, but will work with CCO to identify reasonable, available work windows to do so. All such permit and removal costs shall be at CCO's sole cost and expense.

13. MTS's Obligations. MTS and MTS's agents, employees or other persons acting on MTS's behalf, for any MTS Property, shall not place or maintain any object on such MTS Property, or any neighboring property owned or controlled by MTS which, in CCO's reasonable opinion, would obstruct access to such MTS Property or to the Structures on such MTS Property, or all or any portion of the view of the advertising copy on the Structures located on such MTS Property. If MTS fails to remove the obstruction within forty-five (45) days after notice from CCO, CCO may in its sole discretion reduce the rent for that certain LSL in direct proportion of the loss suffered while the obstruction continues. CCO shall provide evidence supporting the reduced rent calculation for MTS's review and approval prior to exercising option 7(b), such approval not to be unreasonably withheld, conditioned, or delayed. If MTS does not respond to such request within ten (10) days, such approval shall be deemed approved; provided MTS shall continue to have the right to review any ongoing rent reductions and challenge the same. In addition, to the above, if the obstruction is not removed within ninety (90) days after notice from CCO, CCO may in its sole discretion cancel the affected LSL and receive all pre-paid rent for any unexpired term of such LSL. With the prior approval of MTS, which shall not be unreasonably withheld, conditioned, or delayed, CCO may trim any trees and vegetation currently on the MTS Properties and on any neighboring property owned or controlled by MTS as often as CCO in its reasonable discretion deems appropriate to prevent obstructions of the Structures, so long as tree and vegetation trimming complies with all federal, state and local rules, laws, statutes, and regulations. CCO, or CCO's representative, may only conduct tree and vegetation trimming on MTS Property after CCO, or CCO's representative, obtains an MTS ROE Permit.

14. Interference with CCO's Use of the Property. If, in CCO's commercially reasonable opinion, for any reason not caused by CCO, for any MTS Property for which there is a LSL: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) access to the Structures becomes unavailable or restricted; (c) electrical service or illumination is unavailable or restricted; (d) the MTS Property cannot safely be used for the erection or maintenance of the Structures for any reason; (e) the MTS Property becomes unsightly; (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the MTS Property; (g) intentionally omitted; (h) CCO is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (i) the Structures' use is prevented or restricted by law, or CCO is compelled or required by any governmental entity to reduce the number of billboards operated by it in the

city, county or state in which the Structures are located (other than pursuant to a mutual agreement) (collectively, the "Exigent Circumstances"); then, after three (3) consecutive months of one of the aforementioned Exigent Circumstances having been documented by CCO to MTS, CCO may, in consultation with the MTS (whereby both parties agree to be reasonable given the circumstance), reduce the base guaranteed rent in direct proportion to the loss suffered for a period of up to twelve (12) months; and if such Exigent Circumstance is not resolved within twelve (12) months, CCO will either (a) return to the previously scheduled rent following that 12-month period; or (b) cancel the LSL and receive all pre-paid rent for any unexpired term of the LSL. In the event CCO has exercised its reduced rent option at a particular Structure under Section 8(a) above, CCO shall retain the right to cancel the LSL pursuant Section 8(b) for so long as the Exigent Circumstances continue at that location; provided, however, that CCO shall not have the right to extend or repeat the Section 8(a) rent reduction beyond the initial 12-month period. So long as an Exigent Circumstance exists, CCO shall provide MTS with monthly reports documenting its existence and the continuing impact on the Structure revenue that justifies the Exigent Circumstance status.

15. Condemnation. If the Structures or any MTS Property subject to a LSL, or any part thereof, is condemned by an authority other than MTS, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, then CCO shall have the right to terminate the LSL upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of the LSL. CCO shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and CCO's leasehold interest in the LSL, and/or relocation assistance. In the event of a condemnation action, MTS shall assert no rights in CCO's Leasehold Interests and CCO shall assert no rights in MTS' Leased Fee owned property interests. If condemnation proceedings are initiated, MTS shall provide CCO with notice of the pending proceeding within thirty (30) calendar days. Neither party may apportion the other party's awarded interest without the express written consent of said party. In the alternative, in an effort to mitigate damages from a third-party condemnation action, CCO and MTS may mutually agree to amend the LSL and relocate the Structures on MTS's remaining adjacent property; provided, however, that neither party shall be obligated to agree to a relocation of the Structures.
16. Termination and Default. The Parties acknowledge and agree that in the event any LSL expires or is terminated, this Master Agreement will terminate with respect to such LSL, and will continue in effect with respect to all other LSL's through their stated terms. In addition, in the event of a default in either party's obligations under this Master Agreement or an individual LSL which default is not cured within thirty (30) calendar days following receipt of written notice from the non-defaulting party for any monetary default, and ninety (90) days (or such additional time as is reasonably necessary provided the defaulting party has commenced and is diligently pursuing a cure of the same) from the date of receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate the specific LSL only, and the other LSLs shall continue through their respective expiration or termination dates and remain subject to this Master Agreement.
17. Authority. MTS and CCO represent to the other Party that it has the authority to enter into this Master Agreement.
18. Indemnification. CCO shall hold harmless, defend and indemnify MTS and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation reasonable costs and fees of litigation) resulting from CCO's acts or omissions under this agreement, and/or the maintenance or operation of the Structures, or advertising displayed on these (except advertising provided by MTS), or CCO's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the MTS.
19. Binding Agreement. This Master Agreement is binding upon the heirs, assigns and successors of both MTS and CCO. MTS agrees not to assign any LSL to any competitor of CCO without CCO's written permission. CCO shall have the right to assign or sublet any LSL or this Master Agreement to a parent, affiliate, or subsidiary of CCO and to any entity into which CCO merged or reorganized or any entity acquiring all or substantially all of CCO's assets in the San Diego market; provided all other assignment or sublets by CCO shall require written permission of MTS. Permission from either party not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the above, CCO shall not assign this Master Agreement or an individual LSL to a person or entity that would create an unlawful conflict of interest under state or federal law.
20. Notice. Any notice to any party under this Master Agreement shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices

shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
MTS  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

21. Governing Law. This Master Agreement shall be governed exclusively by the provisions hereof and by the laws of the state of California and county in which each specific Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of MTS and CCO irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Master Lease or the transactions contemplated hereby. Neither party shall be liable for punitive, consequential, or special damages arising under or related to this Master Agreement.
22. Miscellaneous. Neither MTS nor CCO shall be bound by any terms, conditions or oral representations respecting this Master Agreement that are not set forth in this Master Agreement. This Master Agreement represents the entire agreement of CCO and MTS with respect to the Structures and the MTS Properties and supersedes any previous agreement respecting the matters set forth in this Master Agreement. MTS and CCO agree and acknowledge that: (i) this Master Agreement has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Master Agreement, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Master Agreement or any portion thereof. MTS hereby grants CCO all rights necessary to record a memorandum of this Master Agreement for each LSL in the form attached as Exhibit C to each LSL without MTS's signature, including a limited power of attorney solely for such purpose, or to the extent such memorandum is required to be signed by MTS in the jurisdiction in which the Structures are located, to execute such memorandum within five (5) business days of written request from CCO. Such agreement shall survive the termination of this Master Agreement and each LSL.
23. Insurance. With respect to each LSL, CCO shall maintain the following insurance coverage in amounts not less than specified and shall furnish MTS with Certificates of Insurance evidencing compliance with the following minimum provisions:
- a. Workers' Compensation as required by the State of California (or any other applicable State) with Statutory Limits and Employer's Liability Insurance, with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - b. Commercial General Liability Insurance for limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis and either shall have no exclusion of advertising liability, or such coverage shall be provided separately.
  - c. Automobile Liability Insurance with a limit of \$1,000,000 combined and including all owned, non-owned and hired vehicles.
  - d. Umbrella Liability Insurance of \$10,000,000 limit providing excess coverage.
  - e. Property insurance against "all risks" of loss to Structures, or any other property, owned by CCO the exact type and amounts of which are at the discretion of CCO.

- f. Additional Insured Requirement: All policies above, with the exception of Workers' Compensation and Umbrella Liability shall be endorsed to include MTS as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of CCO's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of MTS and a 30-day Notice of Cancellation. CCO shall provide a Certificate of Insurance with pertinent endorsements attached.
  - g. MTS agrees to maintain liability insurance, or a program of certified self-insurance, for their own operations and activities. MTS will provide authorized documentation of such certified insurance and provide that CCO will be an additional insured.
24. Counterparts. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
25. Termination of LSL by MTS. If MTS, or another agency for a project that directly benefits MTS, commences a project to improve any MTS Property subject to an LSL by the construction of a permanent building structure (but excluding any structure to be used primarily for advertising) or transit-related facility or improvements (MTS Improvements) on the Property, and such MTS Improvements would occupy the physical location of the Structures or otherwise make the continued use and maintenance of the Structures to conflict with MTS's planned transit or railroad related use of the MTS Property, MTS shall have the right to terminate such LSL (the "**Development Termination Option**"), subject to the terms of this Section 19.
- a. MTS's exercise of its Development Termination Option shall not be effective unless and until MTS provides CCO a ninety (90) day advance written notice of MTS's exercise of the Development Termination Option and a copy of the site plan for construction of the MTS Improvements or other evidence of the conflict between the Structures and the planned MTS Improvements. In consultation with CCO, MTS will work in good faith to identify a termination date that allows the Structures to remain until full site control is necessary for the MTS Improvements project.
  - b. Notwithstanding the foregoing, in the event MTS properly exercises the Development Termination Option with respect to an individual LSL, if a suitable relocation location is mutually identified by MTS and CCO, CCO may elect to relocate the Structures to that mutually agreed upon location. Relocation of the Structures shall be at CCO's sole cost and expense and shall comply with applicable state and local laws. In the event of such relocation, the individual LSL shall remain in full force and effect, except all Rent (as defined in such LSL) shall be abated until the relocated Structures are fully permitted and the term of the LSL shall be extended on a day for day basis for the period of time that CCO is unable to sell or display advertising on the Structures.
  - c. In the event of a termination of an LSL by MTS under this Section 19, CCO shall not be entitled, and hereby expressly waives, the right to recover any compensation, loss of goodwill, relocation benefits, or any other damages as a result of the termination of the LSL or the relocation of the Structures as a result of MTS's exercise of its Development Termination Option. The rights under this Section 19 shall apply even if another agency is the project lead to plan and construct the MTS Improvements for the benefit of and operation by MTS. This waiver is a material term of this Master Agreement and part of the consideration negotiated by MTS.
26. Advertising Restrictions. Advertising on the Structures subject to each LSL shall not display content that (i) is obscene; (ii) promotes illegal drugs, violence or criminal activity (except in connection with advertising for entertainment, such as motion pictures and television), liquor or tobacco products, sexually explicit products, or political messaging; (iii) promotes sexually oriented businesses; (iv) are otherwise prohibited by law or regulation; (v) are in direct competition with MTS's business of regional public transportation or (vi) are in violation of MTS Policies and Procedures No. 21 regarding MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND MERCHANDISE, approved by MTS Board on April 12, 2018 (the "Policy No. 21") and which may be amended by the Board in its discretion in the future, attached hereto as Attachment 2 (all the foregoing, "**Restricted Advertising**"). If MTS enters into an amendment to Policy No. 21 that materially impacts CCO's rights or revenue opportunities under this Master Agreement or any of the LSL's, CCO shall have the right to terminate this Master Agreement or any such LSL by providing thirty (30) days advanced written notice to MTS specifying the terms with material impact to CCO; provided if upon receipt of such notice from CCO, MTS resolves such amendment to remove the negative impact to CCO and provides written notice of the same to CCO, CCO shall revoke its notice under this Section 20 and such Master Agreement or LSL shall continue in full force and effect. Notwithstanding anything to the contrary herein, in the event CCO inadvertently places any Restricted Advertising on the Structures,

MTS shall provide written notice to CCO and CCO shall use commercially reasonable efforts to remove such Restricted Advertising within twenty-four (24) hours of such notice.

[SIGNATURE PAGE TO FOLLOW]

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**SCHEDULE A to the Master Agreement****List of Existing Properties and Existing Structures**

<b>Sign #</b>	<b>MTS Sign #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Lease #</b>	<b>MTS Doc #</b>	<b>Location Description</b>	<b>MTS or SDAE</b>	<b>Display Type (Vinyl or Digital)</b>	<b>No of Displays</b>	<b>Display Size</b>
1	3	32.706698	-117.120062	48272	S200-00-119.1	I-15 Frwy ES 20ft S/O Imperial Av (NO EXT. Trolley) F/N - 1 (San Diego)	SDAE	Vinyl	2 (CCO sublets one face to Outfront)	14' x 48'
2	8	32.674075	-117.112579	66299	S200-10-436	8th St SS 150ft W/O Wilson Av F/E - 1 (National City)	SDAE	Vinyl	1	12' x 24'
3	9	32.640004	-117.099516	48164	S200-00-118.1	-5 Frwy ES 15ft N/O E St (Trolley) F/N - 1 (Chula Vista)	SDAE	Vinyl	2 (CCO sublets one face to Outfront)	14' x 48'
4	10	32.701409	-117.151761	38833	S200-10-434	Harbor Dr (San Diego)	SDAE	Vinyl	4	12' x 24'
5	11	32.662466	-117.108365	64984	S200-10-435	I-5 north I-5 Frwy ES 50ft N/O 22nd St (Trolley) F/N - 1 (National City)	SDAE	Vinyl	1	12' x 24'
6	12	32.628899	-117.095235	48837	S200-01-785.1	I-5 Frwy ES 35ft S/O H St (Trolley) F/N - 1 and F/S - 1 (Chula Vista)	SDAE	Vinyl	2	14' x 48'

ES 550ft N/O &amp; Sigsbee (F/N-1 and F/S-1) AND Harbor Dr ES 150ft N/O Sigsbee (F/N-1 and F/S-1)



**Schedule B to the Master Agreement****Location Specific Lease Form****Lease # [ ]**

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at [ ] whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number [ ], also known as MTS Document Number [ ], executed on \_\_\_\_\_. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.**
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Property Legal Description**

**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of [], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the First anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising revenue, if any (defined as gross advertising revenue, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

**Adjustments to Base Rent.**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.

**EXHIBIT C TO LSL**

**FORM OF MEMORANDUM OF LEASE**

**Attachment 1 to Master Agreement**

**Form of ROE Permit**

**[Attached]**

**Attachment 2 to Master Agreement**

**MTS Board Policy 21  
(MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND  
MERCHANDISE)**

**SCHEDULE A to the Master Agreement****List of Existing Properties and Existing Structures**

<b>Sign #</b>	<b>MTS Sign #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Lease #</b>	<b>MTS Doc #</b>	<b>Location Description</b>	<b>MTS or SDAE</b>	<b>Display Type (Vinyl or Digital)</b>	<b>No of Displays</b>	<b>Display Size</b>
1	3	32.706698	-117.120062	48272	S200-00-119.1	I-15 Frwy ES 20ft S/O Imperial Av (NO EXT. Trolley) F/N - 1 (San Diego)	SDAE	Vinyl	2 (CCO sublets one face to Outfront)	14' x 48'
2	8	32.674075	-117.112579	66299	S200-10-436	8th St SS 150ft W/O Wilson Av F/E - 1 (National City)	SDAE	Vinyl	1	12' x 24'
3	9	32.640004	-117.099516	48164	S200-00-118.1	I-5 Frwy ES 15ft N/O E St (Trolley) F/N - 1 (Chula Vista)	SDAE	Vinyl	2 (CCO sublets one face to Outfront)	14' x 48'
4	10	32.701409	-117.151761	38833	S200-10-434	Harbor Dr ES 550ft N/O & Sigsbee (F/N-1 and F/S-1) AND Harbor Dr ES 150ft N/O Sigsbee (F/N-1 and F/S-1) (San Diego)	SDAE	Vinyl	4	12' x 24'
5	11	32.662466	-117.108365	64984	S200-10-435	I-5 Frwy ES 50ft N/O 22nd St (Trolley) F/N - 1 (National City)	SDAE	Vinyl	1	12' x 24'
6	12	32.628899	-117.095235	48837	S200-01-785.1	I-5 Frwy ES 35ft S/O H St (Trolley) F/N - 1 and F/S - 1 (Chula Vista)	SDAE	Vinyl	2	14' x 48'



## Location Specific Lease

### Lease # 66299

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
  
2. **Lease of Property.** MTS is the owner of that certain real property located at 8th St SS 150ft W/O Wilson Av F/E - 1 whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number 66299, also known as MTS Document Number S200-10-436, effective as of November 15, 2009. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
  
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years ("Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
  
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
  
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of MTS's Railroad Easement. Consequently, for this LSL, CCO's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Lease # 66299**

**BLK 184\*PARS 1&31 SBE MAP 872-37-6 IN STS CLSD ADJ&IN 183&IN\  
555071220  
8th St SS 150ft W/O Wilson Av F/E - 1  
0S1065**

**EXHIBIT B TO LSL**  
**Lease #66299**  
**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of Four Thousand Four Hundred Ninety Dollars (**\$4,490.00**), payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising revenue, if any (defined as gross advertising revenue, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

**Adjustments to Base Rent.**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.

## Location Specific Lease

### Lease # 38833

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
  
2. **Lease of Property.** MTS is the owner of that certain real property located at **Harbor Dr ES 550ft N/O Sigsbee St F/N - 1** whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number 38833, also known as MTS Document Number S200-10-434, effective as of November 1, 2009. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
  
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years ("Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
  
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
  
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of MTS's Railroad Easement. Consequently, for this LSL, CCO's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Lease # 38833**

**UNMBD LOT\*(EX FEE BELOW 500FT)PARS4&5 D79-434063IN BLK85 M209&IN\**  
**5382102400**

**Harbor Dr ES 550ft N/O Sigsbee St F/N - 1**  
**0S1235, 0S1236, 0S1237, 0S1238**

**EXHIBIT B TO LSL**  
**Lease #38833**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of Thirteen Thousand Seven Hundred Eighty Dollars (**\$13,780.00**), payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising, if any (defined as gross advertising revenue, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

**Adjustments to Base Rent.**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.



## Location Specific Lease

### Lease # 64984

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
  
2. **Lease of Property.** MTS is the owner of that certain real property located at I-5 Frwy ES 50ft N/O 22nd St (Trolley) F/N - 1 whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number 64984, also known as MTS Document Number S200-10-435, effective as of November 6, 2009. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
  
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years ("Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
  
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
  
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of MTS's Railroad Easement. Consequently, for this LSL, CCO's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

Lease #64984

**BLK 172\*PAR 7 SBE MAP 872-37-6 IN STS CLSD ADJ&IN BLK 171&IN\  
5591261700  
I-5 Frwy ES 50ft N/O 22nd St (Trolley) F/N – 1  
0S1712**



**EXHIBIT B TO LSL**  
**Lease # 64984**  
**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of Seven Thousand Seventy-Eight Dollars (**\$7,078.00**), payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising, if any (defined as gross advertising, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

**Adjustments to Base Rent.**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.

**Location Specific Lease****Lease # 48837**

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at I-5 Frwy ES 35ft S/O H St (Trolley) whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number 48837, also known as MTS Document Number S200-01-785.1, effective as of September 1, 2000. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years ("Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of MTS's Railroad Easement. Consequently, for this LSL, CCO's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Lease #48837**

**QSEC 163\*SWQ\*(EX FEE BELOW 500 FT)0.82 AC M/L IN E H OF W H OF\  
5653102900  
I-5 Frwy ES 35ft S/O H St (Trolley)  
009100, 009099**



**EXHIBIT B TO LSL**  
**Lease #48837**  
**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of Eighty-Three Thousand Five Hundred Sixty Nine Dollars (**\$83,569.00**), payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising, if any (defined as gross advertising revenue, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

**Adjustments to Base Rent.**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.



## Location Specific Lease

### Lease # 48164

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at I-5 Frwy ES 15ft N/O E St (Trolley) F/N whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number 48164, also known as MTS Document Number S200-00-118, effective as of April 1, 2000. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years ("Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of MTS's Railroad Easement. Consequently, for this LSL, CCO's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E.

MTS hereby consents to the license of one face of the Structures (being panel number [2124] (the "License") from Tenant to OutFront Media Inc. ("Licensee"). The License will be at all times subject to the terms of the Master Agreement and this LSL. CCO shall at all times have the right to terminate the License for reason of default or otherwise.

7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Lease #48164**

**QSEC 161\*SWQ\*(EX HWY&STS&FEE BELOW500FT)PAR 11 DOC79-434063 IN\**  
**5653102900**

**I-5 Frwy ES 15ft N/O E St (Trolley) F/N – 1**

**009064**

**EXHIBIT B TO LSL**

**Lease #48164**

**RENTAL TERMS & SCHEDULE**

**Clear Channel Holdings, Inc. Base and Percentage Rent for Panel Number 009064**

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of Thirty-Three Thousand Eight Hundred Fifteen Dollars and Sixty Cents (**\$33,815.60**), payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising, if any (defined as gross advertising revenue, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

**Clear Channel Holdings, Inc. Adjustments to Base Rent for Panel Number 009064**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.

**Outfront Media LLC License Base and Percentage Rent for Panel Number 2124**

With respect to the License for Panel Number [2124] ("Licensee Panel"), CCO shall pay base rent ("License Base Rent") in the annual License Base Rent amount of Thirty Eight Thousand Nine Hundred Seventy Five Dollars and Forty Five Cents (\$38,975.45), payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which [40%] of the annual net advertising associated with the Licensee Panel, if any (defined as gross advertising, if any less any agency commission) indefeasibly received and recognized by Licensee for the License Panel in respect of such one-year period exceeds the License Base Rent paid to MTS during such year ("License Percentage Rent"). Such License Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such License Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If, after MTS' inspection, MTS believes that additional amount(s) are due, MTS shall notify Tenant in writing within fifteen (15) business days of receipt of such statement, and CCO shall deliver any such additional undisputed payment within fifteen (15) business days' following such written notice.

**Outfront Media LLC License Adjustments to License Base Rent for Panel Number 2124**

Beginning on the date that is one year following the LSL Effective Date and annually thereafter during the Term of the LSL, License Base Rent shall increase by Three Percent (3.0%) of the License Base Rent in effect for the immediately preceding year.

By its signature below, Licensee acknowledges and agrees to the foregoing and agrees to provide the License Percentage Rent payment along with a certified statement regarding calculation of such payment to CCO no later than fifteen (15) days following the end of the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, or in the event of the earlier termination of the License, within fifteen (15) days following such termination.

ACKNOWLEDGED AND AGREED:

OUTFRONT MEDIA INC.

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

Name:

Title:

## Location Specific Lease

### Lease # 48272

This Clear Channel Outdoor Location Specific Lease (the "LSL"), made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Clear Channel Outdoor LLC ("CCO"). MTS and CCO are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Clear Channel Outdoor Master Lease Agreement between MTS and CCO dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
  
2. **Lease of Property.** MTS is the owner of that certain real property located at I-15 Frwy ES 20ft S/O Imperial Av (NO EXT. Trolley) F/N whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces CCO Lease Number 48272, also known as MTS Document Number S200-00-119.1, effective as of April 1, 2000. MTS hereby leases to CCO the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly for the operation and illumination of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as CCO may place thereon (collectively, the "Structures"). CCO may, during the term of this LSL operate any advertising face on the Structures as a printed sign. In the event CCO wishes to convert an existing sign face to digital technology, CCO, CCO shall comply with Paragraph 4 of the MLA and if approved by MTS, shall amend this LSL to provide for the digital technology rights, together with amended rent and term. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. CCO may sell and display advertising on the Structures.
  
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years ("Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or CCO gives written notice to the other party of its intent to terminate the Lease at least ninety (90) days before the expiration of the Initial term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
  
4. **Rent.** Beginning on the LSL Effective Date, CCO shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). CCO shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) CCO has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by CCO are not deposited by MTS within ninety (90) days after the last such payment is sent by CCO, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives CCO notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CCO's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by CCO.
  
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to MTS:  
San Diego Metropolitan Transit System  
Attn: Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to CCO:  
Clear Channel Outdoor, LLC  
Attn: Vice President, Real Estate  
19320 Harborage Way  
Torrance, CA 90501

With a copy to:  
Clear Channel Outdoor, LLC  
Attn: Legal Department  
2325 East Camelback Road, Ste. 250  
Phoenix, AZ 85016

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of MTS's Railroad Easement. Consequently, for this LSL, CCO's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E

MTS hereby consents, to the license of one face of the Structures (being panel number [2125] (the "License") to OutFront Media Inc. ("Licensee"). The License will be at all times subject to the terms of the Master Agreement and this LSL. CCO shall at all times have the right to terminate the License for reason of default or otherwise.

7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and CCO represent to the other party that it has the authority to enter into this Lease.

**CCO:**  
CLEAR CHANNEL OUTDOOR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

Lease Number 48272

**BLK 86\*LOTS 10 THRU 1(EX HWY&ST)\  
5454100100**

**I-15 Frwy ES 20ft S/O Imperial Av (NO EXT. Trolley) F/N – 1  
009087**



**EXHIBIT B TO LSL**  
**Lease Number 48272**  
**RENTAL TERMS & SCHEDULE**

Clear Channel Holdings, Inc. Base and Percentage Rent for Panel Number 009087

CCO shall pay base rent ("Base Rent") in the annual Base Rent amount of Twenty-Six Thousand Five Hundred Ninety Seven Dollars **(\$26,597.00)**, payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Thirty Five percent (35%) of the annual net advertising revenue, if any (defined as gross advertising revenue, if any less any agency commission) indefeasibly received and recognized by CCO for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, CCO shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

Clear Channel Holdings, Inc. Adjustments to Base Rent for Panel Number 009087

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.

Outfront Media LLC License Base and Percentage Rent for Panel Number 2125

With respect to the License for Panel Number [2125] ("Licensee Panel"), CCO shall pay base rent ("License Base Rent") in the annual License Base Rent amount of Thirty Nine Thousand Two Hundred Ninety-Nine Dollars **(\$39,299.00)**, payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, CCO shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising associated with the Licensee Panel, if any (defined as gross advertising, if any less any agency commission) indefeasibly received and recognized by Licensee for the License Panel in respect of such one-year period exceeds the License Base Rent paid to MTS during such year ("License Percentage Rent"). Such License Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Licensee Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If, after MTS' inspection, MTS believes that additional amount(s) are due, MTS shall notify Tenant in writing within fifteen (15) business days of receipt of such statement, and CCO shall deliver any such additional undisputed payment within fifteen (15) business days' following such written notice.

Outfront Media LLC License Adjustments to License Base Rent for Panel Number 2125

Beginning on the date that is one year following the LSL Effective Date and annually thereafter during the Term of the LSL, License Base Rent shall increase by Three Percent (3.0%) of the License Base Rent in effect for the immediately preceding year.



By its signature below, Licensee acknowledges and agrees to the foregoing and agrees to provide the License Percentage Rent payment along with a certified statement regarding calculation of such payment to CCO no later than fifteen (15) days following the end of the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, or in the event of the earlier termination of the License, within fifteen (15) days following such termination.

ACKNOWLEDGED AND AGREED:

OUTFRONT MEDIA INC.

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

Name:

Title:

**Outfront Media LLC  
MASTER LEASE AGREEMENT**

This Outfront Media LLC Master Lease Agreement ("Master Agreement") is effective Insert Date (the "Effective Date") and entered into between San Diego Metropolitan Transit System ("MTS"), San Diego & Arizona Eastern Railway Company ("SDAE"), and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT may each individually be referred to as a "Party" and together as the "Parties".

**RECITALS**

WHEREAS, MTS is a public transit agency established in 1975 pursuant to California Public Utilities Code sections 120000 *et seq.* that operates public transit services in a substantial portion of San Diego County, including fixed route bus and light rail services;

WHEREAS, SDAE is a Nevada non-profit public benefit corporation that owns a portion of the railroad right-of-way operated by MTS and its affiliated entities;

WHEREAS, MTS purchased the SDAE entity and became its sole shareholder in 1979; SDAE is operated as a component unit of MTS for accounting purposes, the MTS Chief Executive Officer also serves as the President of SDAE, and MTS staff acts as staff for SDAE ("MTS" shall hereafter collectively refer to MTS and SDAE as applicable);

WHEREAS, OUT is among other things, in the business of leasing real property for the purpose of installing and operating outdoor advertising structures such as digital and printed billboards and signs;

WHEREAS, MTS and OUT have had a long-standing relationship and OUT currently leases real property from MTS for the installation and operation of seven (7) outdoor advertising structures (collectively, the "Existing Structures") on the specific MTS Properties (as defined below) identified on Schedule A attached hereto (the foregoing leases collectively being referred to in this Master Agreement as the "Existing Leases");

WHEREAS, the Existing Leases between MTS and OUT for each of the Existing Structures, as of the Effective Date, are continuing on a month-to-month basis, MTS and OUT hereby wish to enter into this Master Agreement to, amongst other things: (i) replace the month-to-month leases and standardize and formalize certain terms applicable to the Existing Structures; (ii) create a mechanism by which the parties may agree upon site specific financial arrangements for each Existing Structure; and (iii) provide for the opportunity to add additional outdoor advertising structures or upgrades to Existing Structures on the MTS Properties that would be subject to this Master Agreement; and

WHEREAS the Parties therefore enter into this Master Agreement to effectuate their mutual stated purpose and wish to further obligate each to the other in respect of the terms and conditions set forth herein.

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

**AGREEMENT**

1. Definitions. For the purposes of this Master Agreement, capitalized terms not defined elsewhere in this Master Agreement shall have the meanings set forth in this Section 1.
  - a. Existing Structures – The outdoor advertising structures (whether traditional static or other technology displays), including, without limitation, wireless communications equipment directly related to outdoor advertising and not for any other purpose, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon owned by OUT and existing as of the Effective Date and located on the existing MTS Properties, are set forth on Schedule A attached hereto.
  - b. MTS Property or MTS Properties – Each MTS-owned parcel of land that a OUT billboard is located on and has a valid lease (as of the Effective Date owned or later acquired by MTS during the Master Agreement Term (as defined below)).

- c. Location Specific Lease (also referred to as an “LSL”) – A location specific lease agreement, subject to the terms of this Master Agreement, setting forth location specific terms and conditions of the lease for each MTS Property on which Existing Structures are installed and/or on which New Structures will be installed. The form of each LSL is attached hereto as Attachment B-1 through Attachment B-7 (inclusive).
  - d. New Structures – The outdoor advertising structures (whether traditional static or other technology displays), including wireless communications equipment directly related to outdoor advertising and not for any other purpose, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon, to be first constructed and owned by OUT after the Effective Date of this Master Agreement, upon the terms and conditions set forth herein.
  - e. Structures – The Existing Structures and New Structures may be collectively referred to as the Structures.
  - f. Leasehold Interests - The interest held by OUT through a lease conveying the rights of use and occupancy for a stated term under certain conditions.
2. Master Agreement Term. The term of this Master Agreement will be for a period of Twenty (20) years commencing on the Effective Date and ending, with respect to each LSL, on the date that is Twenty (20) years following the commencement of such LSL, subject to any renewals and extensions thereof (“Master Agreement Term”).
  3. Existing Structures. Simultaneously with the execution of this Master Agreement, MTS and OUT will execute and deliver to the other party a new LSL with respect to each of the Existing Structures in the respective forms attached as Attachments B-1 through B-7 (inclusive) hereto, which will amend and restate the Existing Leases and pursuant to which MTS will lease the associated MTS Property to OUT.
  4. New Location Specific Leases or Upgrading an Existing Sign Face to Digital Technology. If OUT identifies an MTS Property or an Existing Structure on which OUT wishes to construct, install, or upgrade an Existing Structure to digital technology, or operate a New Structure, OUT shall send written notice to MTS of its interest in entering into a new LSL for such property or, in the case of upgrading an Existing Structure to digital technology, entering into an amended LSL. Such notice shall include information about the proposed New Structure or proposed digital upgrades to an Existing Structure (including proposed size, height, and location of the same), and the proposed rent for the same. Upon agreement of the terms, the Parties shall each execute a new or amended LSL with respect to such MTS Property. MTS shall have sole discretion to accept or refuse any such proposal from OUT. Any wireless infrastructure or telecommunications services including but not limited to IoT, small cell antenna, radio antenna, DAS or Wi-Fi service shall require a new or amended LSL. Wireless communications equipment necessary for the operation and maintenance of the sign is permitted if it does not unreasonably interfere with MTS’ existing or future public transportation infrastructure. Wireless communications equipment for non-outdoor advertising purposes is not permitted in this Master Lease Agreement. Each LSL includes reasonably necessary rights of ingress, egress, utility maintenance and visibility over the specific MTS Property or Properties identified therein. OUT may sell and display advertising on the Structures.
  5. Right of First Refusal. During any term of any LSL and for a period of ninety (90) days following the expiration or earlier termination of such LSL, MTS hereby grants to OUT a right of first refusal, acceptance of which is exercisable at OUT’s sole discretion, to match the material terms of any offer acceptable to MTS for the use or purchase of all or any portion of the underlying MTS Property related to that LSL by a Competitor (as hereinafter defined) of OUT (the “Offer”), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to OUT (the “Offer Documents”). OUT shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to MTS. If OUT rejects the Offer and the MTS Property transfers pursuant to the terms of the Offer, MTS shall promptly notify OUT of such transfer and provide OUT with any relevant contact information of such new owner of the MTS Property. MTS shall defend and indemnify OUT from any claims, demands, attorneys’ fees, costs and expenses made against or incurred by OUT as a result of the breach of this provision. If ownership of an MTS Property changes, MTS shall promptly deliver written notice to OUT of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, “Ownership Transfer Documents”). For purposes of this Master Agreement, a “Competitor” shall mean an entity licensed to be an operator of off-premises and/or commercial signs by the State of California or a person or entity in the business of aggregating off-premises and/or commercial sign leases. Nothing in this Master Agreement limits MTS’ ability to dispose of or otherwise encumber MTS Property to a non-Competitor entity.
  6. Governmental Approvals and Structure Removal.

- a. OUT has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Existing Structures, and MTS shall reasonably cooperate at no cost to MTS. MTS hereby grants OUT a limited power of attorney solely for this purpose. All such permits shall remain the property of OUT. OUT may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit.
  - b. As of the Effective Date, OUT is the owner of all of the Structures (other than the Structures (the "Clear Channel Structures") located on the SDMTS Property designated as "Sign No. 7" on Schedule A to this Master Agreement and described as "Billboard No. 2134 at I/5 and J Street", which is subject to a sublicense agreement with Clear Channel) and has the right to remove the Structures relating to any LSL (other than the Clear Channel Structures) at any time or within one hundred twenty (120) days following the termination or expiration of such LSL. MTS shall provide all reasonably necessary access to OUT for such removal.
  - c. If for any reason not caused by OUT, the Structures relating to any LSL are removed, materially damaged or destroyed, all rent payments shall cease under such LSL until the Structures are rebuilt, provided OUT is reasonably pursuing such rebuilding. If the Structures are removed for any reason OUT shall be responsible for removal of the above ground portions of the Structures.
  - d. If Structures are removed under subsection (c) above, OUT shall repair and restore the area immediately surrounding the foundation of the applicable Structure, reasonable wear and tear excepted. All work on the Structures, including repair, upgrade, removal, or reconstruction, shall be subject to the requirement that OUT, or OUT's representative, apply for and obtain an MTS Right of Entry Permit ("ROE Permit"), in substantially the same form as is attached hereto as Attachment C (subject to reasonable ROE Permit process updates implemented by MTS over the term of this Master Agreement). MTS shall not be required to interrupt or cease transit operations on the MTS Property in order to allow OUT to complete the work, but will work with OUT to identify reasonable, available work windows to do so. All such permit and removal costs shall be at OUT's sole cost and expense. Any deadline set forth in this Master Agreement (and/or each LSL) with respect to OUT's obligation to commence or complete any work, where OUT must first obtain a ROE Permit shall be extended one day for each day that OUT has not obtained a ROE Permit (so long as OUT has diligently pursued the acquisition of such ROE Permit).
7. MTS's Obligations. MTS and MTS's agents, employees or other persons acting on MTS's behalf, for any MTS Property, shall not place or maintain any object on such MTS Property, or any neighboring property owned or controlled by MTS which, in OUT's reasonable opinion, would obstruct access to such MTS Property, or all or any portion of the view of the advertising copy on the Structures located on such MTS Property from the adjacent property available to the traveling public. If MTS fails to remove the obstruction within ninety (90) days after notice from OUT, OUT may in its sole discretion choose between the following remedies: (a) cancel the affected LSL and receive all pre-paid rent for any unexpired term of such LSL; or (b) reduce the rent for that certain LSL in direct proportion of the loss suffered while the obstruction continues. OUT shall provide to MTS evidence supporting the reduced rent calculation for MTS's review and approval prior to exercising the remedy set forth in the foregoing subclause (b), such approval which shall not be unreasonably withheld, conditioned, or delayed.. With the prior approval of MTS, such approval which shall not be unreasonably withheld, conditioned, or delayed, OUT may trim any trees and vegetation currently on the MTS Properties and on any neighboring property owned or controlled by MTS as often as OUT in its reasonable discretion deems appropriate to prevent obstructions of the Structures, so long as tree and vegetation trimming complies with all federal, state and local rules, laws, statutes, and regulations. OUT, or OUT's representative, may only conduct tree and vegetation trimming on MTS Property after OUT, or OUT's representative, obtains an MTS ROE Permit (which shall not be unreasonably withheld, conditioned or delayed).
8. Interference with OUT's Use of the Property. If, in OUT's commercially reasonable opinion, for any reason not caused by OUT, for any MTS Property for which there is a LSL: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) access to the Structures becomes unavailable or restricted; (c) electrical service or illumination is unavailable or restricted; (d) the MTS Property cannot safely be used for the erection or maintenance of the Structures for any reason; (e) the MTS Property becomes unsightly; (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the MTS Property; (g) intentionally omitted; (h) OUT is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (i) the Structures' use is prevented or restricted by law, or OUT is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located (other than pursuant to a mutual agreement) (collectively, the "Exigent Circumstances"); then, after six (6) consecutive months of one of the aforementioned Exigent

Circumstances having been documented by OUT to MTS, OUT may, in consultation with the MTS, at its option, either: (i) reduce the base guaranteed rent for that certain LSL in direct proportion of the loss suffered for a 12-month forward period only and will return to the previously scheduled rent following that 12-month period; or (ii) cancel the LSL and receive all pre-paid rent for any unexpired term of the LSL provided the Exigent Circumstances are continuing at the time of cancellation and cannot be remedied. In the event OUT has exercised its reduced rent option at a particular Structure under Section (8)(i) above, OUT shall retain the right to cancel the LSL pursuant Section 8(ii) for so long as the Exigent Circumstances continue at that location; provided, however, that OUT shall not have the right to extend or repeat the Section 8(i) rent reduction beyond the initial 12-month period. So long as an Exigent Circumstance exists, OUT shall provide MTS with monthly reports documenting its existence and the continuing impact on the Structure revenue that justifies the Exigent Circumstance status.

9. Condemnation. If the Structures or any MTS Property subject to a LSL, or any part thereof, is condemned by an authority with the power of condemnation or eminent domain (other than MTS), whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, then OUT shall have the right to terminate the LSL upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of the LSL. OUT shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and OUT's leasehold interest in the LSL, and/or relocation assistance. In the event of a condemnation action, MTS shall assert no rights in OUT's Leasehold Interests and OUT shall assert no rights in MTS' fee owned property interests. If condemnation proceedings are initiated, MTS shall provide OUT with notice of the pending proceeding within thirty (30) calendar days. Neither party may apportion the other party's awarded interest without the express written consent of said party. In the alternative, in an effort to mitigate damages from a third-party condemnation action, OUT and MTS may mutually agree to amend the LSL and relocate the Structures on MTS's remaining adjacent property; provided, however, that neither party shall be obligated to agree to a relocation of the Structures.
10. Termination and Default. The Parties acknowledge and agree that in the event any LSL expires or is terminated, this Master Agreement will terminate with respect to such LSL, and will continue in effect with respect to all other LSL's through their stated terms. In addition, in the event of a default in either party's obligations under this Master Agreement or an individual LSL which default is not cured within thirty (30) calendar days following receipt of written notice from the non-defaulting party for any monetary default, and ninety (90) days (or such additional time as is reasonably necessary provided the defaulting party has commenced and is diligently pursuing a cure of the same) from the date of receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate the specific LSL only, and the other LSLs shall continue through their respective expiration or termination dates and remain subject to this Master Agreement.
11. Authority. MTS and OUT represent to the other Party that it has the authority to enter into this Master Agreement.
12. Indemnification. OUT shall hold harmless, defend and indemnify MTS and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, reasonable costs (including without limitation reasonable costs and reasonable fees of litigation) of every nature arising out of or in connection with OUT's maintenance or operation of the Structures, or advertising displayed on these by or at the direction of OUT, or OUT's failure to comply with any of its obligations contained in this Master Agreement, except such loss or damage which was caused by the negligence or willful misconduct of MTS.
13. Binding Agreement. This Master Agreement is binding upon the heirs, assigns and successors of both MTS and OUT. MTS agrees not to assign any LSL to any competitor of OUT without OUT's written permission. OUT shall have the right to assign any LSL or this Master Agreement (or sublet any of the MTS Property) to a parent, affiliate, or subsidiary of OUT and to any entity into which OUT merged or reorganized or any entity acquiring all or substantially all of OUT's assets in the San Diego market; provided all other assignment or sublets by OUT shall require written permission of MTS. Permission from either party not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the above, OUT shall not assign this Master Agreement or any individual LSL to a person or entity that would create an unlawful conflict of interest under state or federal law.
14. Notice. Any notice to any party under this Master Agreement shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS: SDMTS Attn: Sean Myott, RWP, PMP, Arborist Manager of Real Estate Assets 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490	If to OUT: Outfront Media LLC Attn: Adam Hurd / Real Estate 4450 Alvarado Canyon Road San Diego, CA 92120
With a copy to: SignValue, Inc. Attn: SDMTS Lease Management 925 S Gilbert Road, Suite 203 Mesa, AZ 85204	With a copy to: Outfront Media LLC Attn: General Counsel 405 Lexington Avenue, 17h Floor New York, NY 10174

15. Governing Law. This Master Agreement shall be governed exclusively by the provisions hereof and by the laws of the state of California and county in which each specific Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of MTS and OUT irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Master Lease or the transactions contemplated hereby. Neither party shall be liable for punitive, consequential, or special damages arising under or related to this Master Agreement.
16. Miscellaneous. Neither MTS nor OUT shall be bound by any terms, conditions or oral representations respecting this Master Agreement that are not set forth in this Master Agreement. This Master Agreement represents the entire agreement of OUT and MTS with respect to the Structures and the MTS Properties and supersedes any previous agreement respecting the matters set forth in this Master Agreement. MTS and OUT agree and acknowledge that: (i) this Master Agreement has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Master Agreement, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Master Agreement or any portion thereof. MTS hereby grants OUT all rights necessary to record a memorandum of this Master Agreement for each LSL a commercially reasonable form without MTS's signature, including a limited power of attorney solely for such purpose, or to the extent such memorandum is required to be signed by MTS in the jurisdiction in which the Structures are located, to execute such memorandum within five (5) business days of written request from OUT.
17. Insurance. With respect to each LSL, OUT shall maintain the following insurance coverage in amounts not less than specified and shall furnish MTS with Certificates of Insurance evidencing compliance with the following minimum provisions:
- Workers' Compensation as required by the State of California (or any other applicable State) with Statutory Limits and Employer's Liability Insurance, with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - Commercial General Liability Insurance for limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The policy shall be written on an occurrence basis.
  - Automobile Liability Insurance with a limit of \$1,000,000 combined and including all owned, non-owned and hired vehicles.
  - Umbrella Liability Insurance of \$5,000,000 limit providing excess coverage.
  - Property insurance against "all risks" of loss to Structures, or any other property, owned by OUT the exact type and amounts of which are at the discretion of OUT.
  - Additional Insured Requirement: All policies above, with the exception of Workers' Compensation, property insurance and Umbrella Liability, shall be endorsed to include MTS as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of OUT's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain

a Waiver of Subrogation in favor of MTS and a 30-day Notice of Cancellation. OUT shall provide a Certificate of Insurance with pertinent endorsements attached.

18. Counterparts. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
19. Termination of LSL by MTS. If MTS, or another agency for a project that directly benefits MTS, commences a project to improve any MTS Property subject to an LSL by the construction of a permanent building structure (but excluding any structure to be used solely for advertising) or transit-related facility or improvements ("MTS Improvements") on the Property, and such MTS Improvements would occupy the physical location of the Structures or otherwise make the continued use and maintenance of the Structures conflict with MTS's planned transit or railroad related use of the MTS Property, MTS shall have the right to terminate such LSL (the "Development Termination Option").
- a. MTS's exercise of its Development Termination Option shall not be effective unless and until MTS provides OUT a ninety (90) day advance written notice of MTS's exercise of the Development Termination Option and a copy of the site plan for construction of the MTS Improvements or other evidence of the conflict between the Structures and the planned MTS Improvements.
  - b. Notwithstanding the foregoing, in the event MTS properly exercises the Development Termination Option with respect to an individual LSL, if a suitable relocation location is mutually identified by MTS and OUT, OUT may elect (in its sole discretion) to relocate the Structures to that mutually agreed upon location. Relocation of the Structures shall be at OUT's sole cost and expense and shall comply with applicable state and local laws. In the event of such relocation, the individual LSL shall remain in full force and effect, except all Rent (as defined in such LSL) shall be abated until the relocated Structures are fully permitted and the term of the LSL shall be extended on a day for day basis for the period of time that OUT is unable to sell or display advertising on the Structures.
  - c. In the event of a termination of an LSL by MTS under this Section, OUT shall not be entitled, and hereby expressly waives, the right to recover any compensation, loss of goodwill, relocation benefits, or any other damages as a result of the termination of the LSL or the relocation of the Structures as a result of MTS's exercise of its Development Termination Option. The rights under this Section 19 shall apply even if another agency is the project lead to plan and construct the MTS Improvements for the benefit of and operation by MTS. This waiver is a material term of this Master Agreement and part of the consideration negotiated by MTS.
20. Advertising Restrictions. Advertising on the Structures subject to each LSL shall not display content that (i) is obscene; (ii) promotes illegal drugs, violence or criminal activity (except in connection with advertising for entertainment, such as motion pictures and television), liquor or tobacco products, sexually explicit products, or political messaging; (iii) promotes sexually oriented businesses; (iv) are otherwise prohibited by law or regulation; (v) are in direct competition with MTS's business of regional public transportation or (vi) are in violation of MTS Policies and Procedures No. 21 regarding MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND MERCHANDISE, approved by MTS Board on April 12, 2018 and which may be amended in the future, attached hereto as Attachment D (all the foregoing, "Restricted Advertising"). Notwithstanding anything to the contrary herein, in the event OUT inadvertently places any Restricted Advertising on the Structures, MTS shall provide written notice to OUT and OUT shall use commercially reasonable efforts to remove such Restricted Advertising within twenty-four (24) hours of such notice.

[SIGNATURE PAGE TO FOLLOW]

**OUT:**

OUTFRONT MEDIA LLC, a Delaware limited liability company

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

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

Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**MTS:**

SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD

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

Sharon Cooney  
Chief Executive Officer

**SDAE:**

SAN DIEGO & ARIZONA RAILWAY CO.

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

Sharon Cooney  
President



**SCHEDULE A to the Master Agreement****List of Existing Properties and Existing Structures**

<b>Sign #</b>	<b>MTS Sign #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Lease #</b>	<b>MTS Doc #</b>	<b>Location Description</b>	<b>MTS or SDAE</b>	<b>Display Type (Vinyl or Digital)</b>	<b>No of Displays</b>	<b>Display Size</b>
1	1	32.709205	-117.071519	81829	S200-09-415.1	Billboard No. 6296 & 6297 at Imperial & Merlin Drive	SDAE	Vinyl	2	10'5" x 22'9"
2	2	32.709454	-117.085214	80797	S200-09-383.1	Billboard No. 6164 & 6165 at Euclid & Market	SDAE	Vinyl	2	10'5" x 22'9"
3	3	32.771877	-117.041585	81157	M6689.0-12	70th St Trolley Station	MTS	Vinyl	1	14' x 48'
4	4	32.686821	-117.12571	80902	S200-09-416.1	Billboard No. 2001 at 32nd Street & Harbor Drive	SDAE	Vinyl	1	14' x 48'
5	5	32.691661	-117.133543	81925	S200-09-414.1	Billboard No. 6177 & 6178 at 28th Street & Harbor Drive	SDAE	Vinyl	2	10'5" x 22'8"
6	6	32.669535	-117.113415	81168		Billboard No. 6476 at Harbor Drive & Civic Center Drive	MTS	Vinyl	2	10'5"x 22'8"
7	7	32.622834	- 117.092746	82184	S200-00-117	Billboard No. 2134 at I/5 and J Street	MTS	Vinyl	1	14' x 48'

**Attachment B-1 to the Master Agreement****Location Specific Lease Form****Lease # 81829**

This Location Specific Lease (the "LSL") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at Imperial Ave. W/O Merlin Dr. whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 81829, also known as MTS Document Number S200-09-415.1, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address;

provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:  
SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to OUT:  
Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of that certain Railroad Easement dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Official Records of the County of San Diego as Instrument Number \_\_\_\_\_. Consequently, for this LSL, CCO/OUT's obligations to MTS in Section 12 (Indemnification) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E.
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this LSL.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
Telephone No. \_\_\_\_\_

**MTS:**  
**SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**

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

**SDAE:**  
**SAN DIEGO & ARIZONA RAILWAY CO.**

By: \_\_\_\_\_  
Sharon Cooney  
President

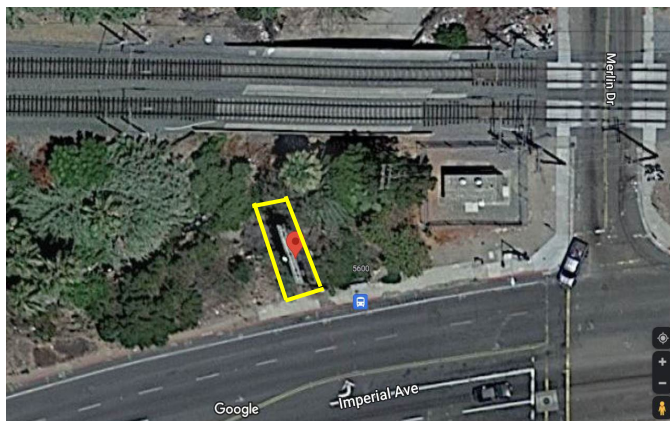
**Exhibit A to LSL**

Lease #: 81829  
Panel #: 6296/6297  
Location Desc: Imperial Ave. W/O Merlin Dr.  
Address: 5890 Imperial Avenue, San Diego, CA 92114  
Legal Description: D86-476174 & 87-129159 IN LOT 16 M330 & IN LOTS6 THRU LOT 11 BLK H TR 1551  
(APN:548-121-05-00)  
Lat/Long: 32.709205 / -117.071519  
MAG: \$3,794.39  
Revenue Share: 40%  
HAGL: 30'  
Number of displays: 2  
Display size: 10'5" x 22'9"  
Display Materials: Eco Vinyl  
Lighting: Yes  
Electrical Source: Above Ground  
Structure Type: Monopole

MARKET  
San Diego  
BOARD #  
6296  
ADDRESS  
Imperial Ave. W/O Merlin Dr. N/S F/W



MARKET  
San Diego  
BOARD #  
6297  
ADDRESS  
Imperial Ave. W/O Merlin Dr. N/S F/E



**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of \$3,794.39, payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by OUT for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, OUT shall deliver such additional undisputed payment within thirty (30) days' written notice thereof.

**Adjustments to Base Rent.**

Base Rent shall increase by 3.0% per year

**Attachment B-2 to the Master Agreement****Location Specific Lease Form****Lease # 80797**

This Location Specific Lease (the "LSL") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

- 1. Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
- 2. Lease of Property.** MTS is the owner of that certain real property located at Euclid Ave. 270.00 ft S/O Market St. W/S whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 80797, also known as MTS Document Number S200-09-383.1, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
- 3. Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
- 4. Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
- 5. Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:  
SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

If to OUT:  
Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

**6. Special Provisions.** None.

**7. Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this LSL.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

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

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President



**Exhibit A to LSL**

**Lease #: 80797**  
**Panel #: 6164/6165**  
**Location Desc: Euclid Ave. 270.00 ft S/O Market St. W/S**  
**Address: N/A**  
**Legal Description: POR PAR 4 SBE MAP 863-37-12 IN LOT 41 TR 0283 (APN: 548-020-22-00)**  
**Lat/Long: 32.709454 / -117.085214**  
**MAG: \$9,738.48**  
**Revenue Share: 40%**  
**HAGL: 22' (approx.)**  
**Number of displays: 2**  
**Display size: 10'5" x 22'9"**  
**Display Materials: Eco Vinyl**  
**Lighting: No**  
**Electrical Source: N/A**  
**Structure Type: (2) Steel I-Beams**

MARKET  
San Diego

BOARD #  
6164

ADDRESS  
Euclid Ave. 270.00 ft S/O Market St. W/S F/N



MARKET  
San Diego

BOARD #  
6165

ADDRESS  
Euclid Ave. 270.00 ft S/O Market St. W/S F/S





**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of \$9,738.48, payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by OUT for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, OUT shall deliver such additional undisputed payment within thirty (30) days' written notice thereof.

**Adjustments to Base Rent.**

Base Rent shall increase by 3.0% per year.

**Attachment B-3 to the Master Agreement****Location Specific Lease Form****Lease # 80902**

This Location Specific Lease (the "LSL") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

- 1. Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
- 2. Lease of Property.** MTS is the owner of that certain real property located at Harbor Dr. S/O I-15 W/S F/N whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 80902, also known as MTS Document Number S200-09-416.1, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
- 3. Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
- 4. Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
- 5. Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:

If to OUT:

SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

**6. Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of that certain Railroad Easement dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Official Records of the County of San Diego as Instrument Number \_\_\_\_\_. Consequently, for this LSL, CCO/OUT's obligations to MTS in Section 12 (Indemnification ) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E

**7. Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this Lease.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited  
liability company

**MTS:**  
**SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

**SDAE:**  
**SAN DIEGO & ARIZONA RAILWAY CO.**

By: \_\_\_\_\_  
Sharon Cooney  
President

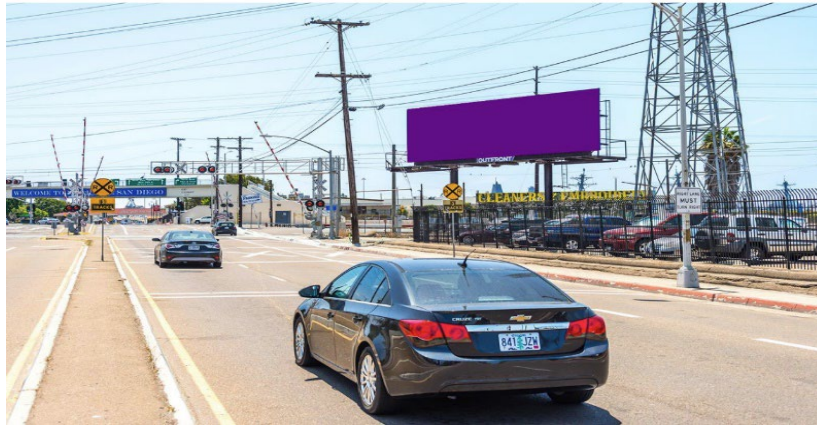
**Exhibit A to LSL**

**Lease #:** 80902  
**Panel #:** 2001  
**Location Desc:** Harbor Dr. S/O I-15 W/S F/N  
**Address:** N/A  
**Legal Description:** (EX MIN RTS) PAR 6 SBE MAP 863-37-5B IN LOT 1166) (APN: 550-500-20-00)  
**Lat/Long:** 32.686821/-117.12571  
**MAG:** \$30,554.07  
**Revenue Share:** 40%  
**HAGL:** 20'  
**Number of displays:** 1  
**Display size:** 14' x 48'  
**Display Materials:** Vinyl  
**Lighting:** Yes  
**Electrical Source:** Above Ground  
**Structure Type:** (2) Steel I-Beams

MARKET  
San Diego

BOARD #  
2001

ADDRESS  
Harbor Dr. S/O I-15 W/S F/N



**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of [\$30,554.07], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising revenue (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by OUT for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, OUT shall deliver such additional undisputed payment within thirty (30) days' written notice thereof.

**Adjustments to Base Rent.**

Base Rent shall increase by 3.0% per year.

**Attachment B-4 to the Master Agreement****Location Specific Lease Form****Lease # 81925**

This Location Specific Lease (the "LSL") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at 28th St. 50.00 ft N/O Harbor Dr. E/S whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 81829, also known as MTS Document Number S200-09-416.1, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:  
SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to OUT:  
Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

6. **Special Provisions.** At this LSL location, the fee interest in the property is owned by San Diego Gas & Electric Company (SDG&E) and the Existing Structures and/or New Structures are installed under the scope of that certain Railroad Easement dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Official Records of the County of San Diego as Instrument Number \_\_\_\_\_. Consequently, for this LSL, CCO/OUT's obligations to MTS in Section 12 (Indemnification ) and Section 17(f) (Insurance – Additional Insured Requirement) shall also be deemed to apply to SDG&E
7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this Lease.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited liability company

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President



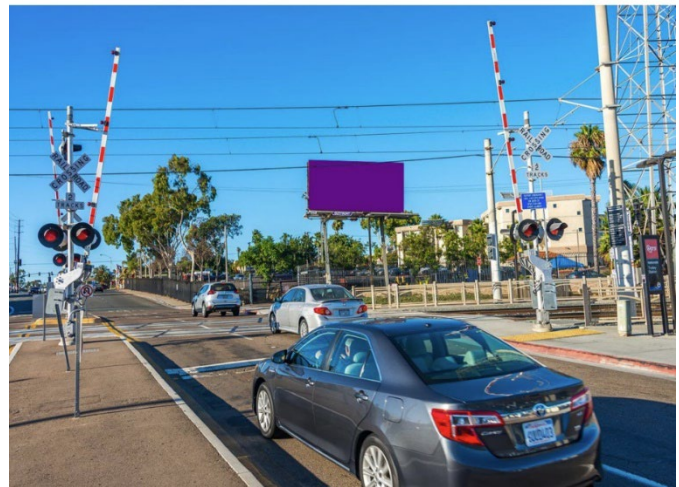
**Exhibit A to LSL**

**Lease #:** 81925  
**Panel #:** 6177/6178  
**Location Desc:** 28th St. 50.00 ft N/O Harbor Dr. E/S  
**Address:** N/A  
**Legal Description:** (EX ST & ALLEY & MIN RTS) PAR 19 SBE MAP 863-37-4E IN BLK 26 TR 327 (APN: 550-480-05-00)  
**Lat/Long:** 32.691661/-117.133543  
**MAG:** \$6,422.53  
**Revenue Share:** 40%  
**HAGL:** 20'  
**Number of displays:** 2  
**Display size:** 10'5" x 22'8"  
**Display Materials:** Eco Vinyl  
**Lighting:** Yes  
**Electrical Source:** Above Ground  
**Structure Type:** (2) Steel I-Beams

MARKET: San Diego  
 BOARD #: 6177  
 ADDRESS: 28th St. 50.00 ft N/O Harbor Dr. E/S F/N



MARKET: San Diego  
 BOARD #: 6178  
 ADDRESS: 28th St. 50.00 ft N/O Harbor Dr. E/S F/S





**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of [\$6,422.53], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by OUT for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, OUT shall deliver such additional undisputed payment within thirty (30) days' written notice thereof.

**Adjustments to Base Rent.**

Base Rent shall increase by 3.0% per year.

**Attachment B-5 to the Master Agreement****Location Specific Lease Form****Lease 81168**

This Location Specific Lease (the "LSL") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at Harbor Dr. N/O 13th St. W/S (6474), Harbor Dr. N/O Civic Center Dr. W/S (6475) whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 81168, also known as MTS Document Number S200-09-413.1, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:  
SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

If to OUT:  
Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

**6. Special Provisions.**

7. **Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this Lease.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**MTS:**  
**SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD**

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

**SDAE:**  
**SAN DIEGO & ARIZONA RAILWAY CO.**

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Lease #: 81168**

**Panel #: 6474/6475**

**Location Desc: Harbor Dr. N/O 13th St. W/S (6474), Harbor Dr. N/O Civic Center Dr. W/S (6475)**

**Address: N/A**

**Legal Description:**

**(EX ST & MIN RTS) PAR 5 SBE MAP 863-37-19A IN STS & ALLEY & IN BLK 244 TR 348 (APN: 548-020-22-00)**

**Lat/Long: 32.669535 / -117.113415**

**MAG: \$3,000**

**Revenue Share: NA**

**HAGL: 25' (approx.)**

**Number of displays: 2**

**Display size: 10'5" x 22'8"**

**Display Materials: Eco Vinyl**

**Lighting: Yes**

**Electrical Source: Above Ground**

**Structure Type: (3) Steel I-Beams**

MARKET  
San Diego

BOARD #  
6474

ADDRESS  
Harbor Dr. N/O 13th St. W/S F/N

MARKET  
San Diego

BOARD #  
6475

ADDRESS  
Harbor Dr. N/O Civic Center Dr. W/S F/S



**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of [\$3,000], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). Such Base Rent payment shall be accompanied by a reasonably detailed statement. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, OUT shall deliver such additional undisputed payment within thirty (30) days' written notice thereof.

**Adjustments to Base Rent.**

No Base Rent Escalations

**Attachment B-6 to the Master Agreement****Location Specific Lease Form****Lease # 81157**

This Location Specific Lease (the "LSL") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at I-8 1430.00 ft E/O 70th St. S/S whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 81157, also known as MTS Document Number M6689.0-12, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:  
SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

If to OUT:  
Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

**6. Special Provisions.**

- 7. Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this Lease.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**MTS:**  
**SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD**

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

**SDAE:**  
**SAN DIEGO & ARIZONA RAILWAY CO.**

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

**Lease #:** 81157  
**Panel #:** 2037  
**Location Desc:** I-8 1430.00 ft E/O 70th St. S/S  
**Address:** 7243-7255 Alvarado Rd, La Mesa, CA 91942  
**Legal Description:** PAR 4 TR 12752 (APN: 469-020-34-00)  
**Lat/Long:** 32.771877/ -117.041585  
**MAG:** \$77,117.52  
**Revenue Share:** 40%  
**HAGL:** 20'  
**Number of displays:** 1  
**Display size:** 14' x 48'  
**Display Materials:** Vinyl  
**Lighting:** Yes  
**Electrical Source:** Above Ground  
**Structure Type:** (2) Steel I-Beams

MARKET San Diego	BOARD # 2037	ADDRESS I-8 1430.00 ft E/O 70th St. S/S F/W
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**EXHIBIT B TO LSL**

**RENTAL TERMS & SCHEDULE**

**Base and Percentage Rent.**

OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of [\$77,117.52], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by OUT for the Structures in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If MTS' review reveals any additional amount due to MTS, OUT shall deliver such additional undisputed payment within thirty (30) days' written notice thereof.

**Adjustments to Base Rent.**

Base Rent shall increase by 3.0% per year

**Attachment B-7 to the Master Agreement****Location Specific Lease Form****Lease # 82184**

This Location Specific Lease (the "LSL") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "LSL Effective Date") by and between San Diego Metro Transit Development Board ("MTS") and Outfront Media LLC, a Delaware limited liability company ("OUT"). MTS and OUT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

1. **Subject to Master Agreement.** This LSL is an LSL as referenced in that certain Outfront Media LLC Master Lease Agreement between MTS and OUT dated effective as of \_\_\_\_\_ (the "Master Agreement"). All of the terms and conditions of the Master Agreement are incorporated hereby by reference and made part hereof without the necessity of repeating or attaching the Master Agreement. Capitalized terms used in this LSL shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.
2. **Lease of Property.** MTS is the owner of that certain real property located at I-5 N/O J St. E/S F/N whose permanent property tax number and legal description are attached hereto as Exhibit A (the "Property"). This LSL hereby amends, restates and replaces OUT Lease Number 82184, also known as MTS Document Number S200-00-117, executed on \_\_\_\_\_. MTS hereby leases to OUT the Property for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology if an existing face or new face is converted to digital subject to Paragraph 4 of the MLA), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment that is directly necessary for the operation of the sign, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as OUT may place thereon (collectively, the "Structures"). OUT, during the term of this LSL, may convert and operate any existing advertising face on the Structures as digital, static, or any combination thereof subject to a new or amended LSL. This LSL includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility.
3. **Term.** The term of this LSL shall commence on \_\_\_\_\_ and shall continue for a period of Twenty (20) years (the "Initial Term"). Following the Initial Term, the LSL shall continue on a month-to-month basis unless MTS or OUT gives written notice to the other party of its intent to terminate this LSL at least ninety (90) days before the expiration of the Initial Term or any subsequent monthly term. For the avoidance of any doubt, the cancellation of the LSL after the expiration of the Initial Term may be for any reason and shall not be governed by the limitations of the MLA.
4. **Rent.** Beginning on the LSL Effective Date, OUT shall pay MTS rent in the applicable amount set forth on Exhibit B attached hereto ("Rent"). OUT shall pay Rent to MTS at the following address: MTS1255 Imperial Ave., Suite 1000, Attn: Finance Department, San Diego, CA 92101-7490. If (a) OUT has not been informed of the current address of MTS or its authorized agent, or (b) two or more of the monthly payments sent by OUT are not deposited by MTS within ninety (90) days after the last such payment is sent by OUT, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until MTS (i) gives OUT notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, OUT's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of this LSL by OUT.
5. **Notice.** Any notice to any party under this LSL shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to SDMTS:  
SDMTS  
Attn: Sean Myott, RWP, PMP, Arborist  
Manager of Real Estate Assets  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

If to OUT:  
Outfront Media LLC  
Attn: Adam Hurd / Real Estate  
4450 Alvarado Canyon Road  
San Diego, CA 92120

With a copy to:  
SignValue, Inc.  
Attn: SDMTS Lease Management  
925 S Gilbert Road, Suite 203  
Mesa, AZ 85204

With a copy to:  
Outfront Media LLC  
Attn: General Counsel  
405 Lexington Avenue, 17h Floor  
New York, NY 10174

**6. Special Provisions.**

MTS hereby consents to the license of one face of the Structures being panel number 009066 (the "Sublicensor") to Clear Channel Outdoor ("Sublicensee"). The Sublicense will be at all times subject to the terms of the Master License Agreement and this LSL. OUT shall at all times have the right to terminate the Sublicense for reason of default or otherwise. **\*NEED TO CLARIFY EACH OF THE CLEAR CHANNEL LSLs\***

- 7. Authority.** MTS represents that it is the owner (or owner's authorized agent) of the Property, and both MTS and OUT represent to the other party that it has the authority to enter into this Lease.

**OUT:**  
**OUTFRONT MEDIA LLC**, a Delaware limited  
liability company

**MTS:**  
SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

**SDAE:**  
SAN DIEGO & ARIZONA RAILWAY CO.

By: \_\_\_\_\_  
Sharon Cooney  
President

**Exhibit A to LSL**

Lease #: 82184  
Panel #: 2134  
Location Desc: I-5 N/O J St. E/S F/N  
Address: N/A  
Legal Description: (EX ST & MIN RTS) PAR 40 SBE MP863-37-9J LY BET I & J STS IN QSEC 164 TR 166 (APN:571-090-10-00)  
Lat/Long: 32.622834 / - 117.092746  
MAG: \$38,817.44  
Revenue Share: 40%  
HAGL: 40'  
Number of displays: 1  
Display size: 14' x 48'  
Display Materials: Vinyl  
Lighting: Yes  
Electrical Source: Above Ground  
Structure Type: (1) Steel Monopole

MARKET  
San Diego

BOARD #  
2134

ADDRESS  
I-5 N/O J St.. E/S F/N



**EXHIBIT B TO LSL****RENTAL TERMS & SCHEDULE****\*NEED TO MAKE SURE LINED UP WITH CCO TERMS\*****Outfront Media LLC Base and Percentage Rent for Panel Number 82184**

With respect to Panel Number 82184 (the "OUT Panel"), OUT shall pay base rent ("Base Rent") in the annual Base Rent amount of [\$38,975.45], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Forty percent (40%) of the annual net advertising associated with the OUT Panel, if any (defined as gross advertising, if any less any agency commission) indefeasibly received and recognized by OUT for the OUT Panel in respect of such one-year period exceeds the Base Rent paid to MTS during such year ("OUT Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such OUT Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If, after MTS' inspection, MTS believes that additional amount(s) are due, MTS shall notify Tenant in writing within fifteen (15) business days of receipt of such statement, and OUT shall deliver any such additional undisputed payment within fifteen (15) business days' following such written notice.

**Outfront Media LLC Adjustments to Base Rent for Panel Number 82184**

Base rent shall increase by 3.0% per year

**Clear Channel Holdings, Inc. Sublicense Base and Percentage Rent for Panel Number 009066**

With respect to the Sublicense for Panel Number [009066] ("Sublicensee Panel"), OUT shall pay base rent ("Sublicense Base Rent") in the annual Sublicense Base Rent amount of [\$41,510.66], payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, OUT shall pay to MTS the amount, if any, by which Thirty-Five [35%] of the annual net advertising associated with the Sublicensee Panel, if any (defined as gross advertising, if any less any agency commission) indefeasibly received and recognized by Sublicensee for the Sublicense Panel in respect of such one-year period exceeds the Sublicense Base Rent paid to MTS during such year ("Sublicense Percentage Rent"). Such Sublicense Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Sublicensee Percentage Rent was calculated. MTS shall maintain such information solely for revenue verification purposes. If, after MTS' inspection, MTS believes that additional amount(s) are due, MTS shall notify Tenant in writing within fifteen (15) business days of receipt of such statement, and OUT shall deliver any such additional undisputed payment within fifteen (15) business days' following such written notice.

**Clear Channel Holdings, Inc. Sublicense Adjustments to Base Rent for Panel Number 009066**

Beginning on the date that is three (3) years following the LSL Effective Date and annually thereafter during the Term of the LSL, Base Rent shall increase by Two Percent (2.0%) of the Base Rent in effect for the immediately preceding year.

By its signature below, Sublicensee acknowledges and agrees to the foregoing and agrees to provide the Sublicense Percentage Rent payment along with a certified statement regarding calculation of such payment to OUT no later than fifteen (15) days following the end of the one (1) year period after the first anniversary of the LSL Effective Date and each anniversary thereof during the Term, or in the event of the earlier termination of the Sublicense, within fifteen (15) days following such termination.

ACKNOWLEDGED AND AGREED:

Clear Channel Outdoor Holdings, Inc.

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

Name:

Title:

**Attachment C to Master Agreement**

**Form of ROE Permit**

**[Attached]**

**Attachment D to Master Agreement**

**MTS Board Policy 21  
(MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND  
MERCHANDISE)**



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

**Policies and Procedures**

**No. 21**

**SUBJECT:**

Board Approval: 4/12/2018

**MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND  
MERCHANDISE**

**PURPOSE:**

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

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

**BACKGROUND:**

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

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

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

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.





POLICY:

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

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

21.1 Advertising - Procedure

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

21.2 Advertising - Permitted Content

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

21.2.1 MTS Operations Advertising that promotes MTS transit services, programs or products, including co-sponsorships with third parties that would increase ridership or otherwise support MTS's mission.

21.2.2 Public Service Advertisements from Local, State or Federal Governmental Agencies regarding public programs, public services and public events that are not otherwise prohibited under this Policy.

21.3 Advertising – Prohibited Content

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

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

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

21.4 Advertising – General Conditions

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

21.5 Advertising - LRVs and Buses

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

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

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

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

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

21.7 Advertising - Printed Materials

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

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

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

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

21.8 Concessions

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

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

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

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

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

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

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

21.9 Merchandise

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

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

21.10 Revenue

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

21.11 Contractor Services

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

Attachment A – City of San Diego Advertising Policy

Original Policy approved on 5/9/1983.

Policy revised on 6/6/1985.

Policy revised on 7/9/1987.

Policy revised on 6/23/1988.

Policy revised on 3/22/1990.

Policy revised on 3/14/1991.

Policy revised on 4/9/1992.

Policy revised on 5/12/1994.

Policy revised on 8/11/1994.

Policy revised on 6/22/1995.

Policy revised on 3/27/1997.

Policy revised on 6/11/1998.

Policy revised on 2/22/2001.

Policy revised on 2/26/2004.

Policy revised on 12/10/2009.

Policy revised on 6/18/2015

Policy revised on 1/18/2018

Policy revised on 4/12/2018

ATTACHMENT A  
MTS POLICY NO. 21  
CITY OF SAN DIEGO  
ADVERTISING POLICY

Subject:

ADVERTISING ON BUS STOP SHELTERS AND BENCHES

Background:

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

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

Purpose:

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

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

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

Policy:

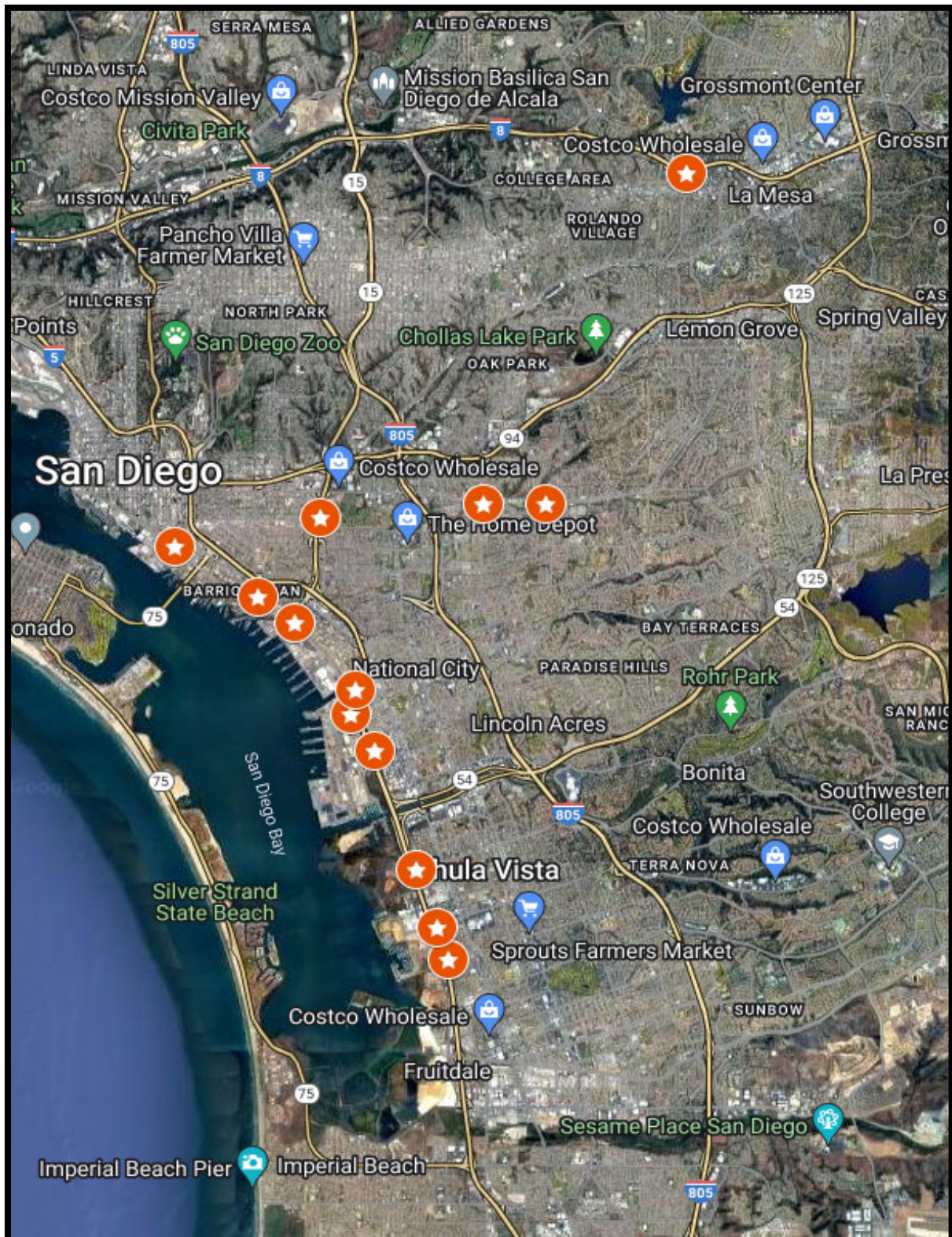
Advertising on Bus Stop Shelters and Benches:

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

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



## SDMTS Billboard Locations





# FINANCIAL SUMMARY

Location #	Structure Owner	Lease #	# of Displays	Sign ID & Location	City	Size	Past Yearly Revenue	Total Proposed MAG*	% Increase in Rent Income
1	Outfront	81829	2	Imperial & Merlin Dr	San Diego	10'5"x22'8"	\$ 3,600	\$ 3,794	5%
2	Outfront	80797	2	Euclid & Market	San Diego	10'5"x22'8"	\$ 6,000	\$ 9,738	62%
3	Clear Channel	48272	2	I-15 N/O Imperial Ave	San Diego	14'x48'	\$ 25,000	\$ 65,897	164%
4	Outfront	80902	1	St & Harbor Dr	San Diego	14'x48'	\$ 16,500	\$ 30,554	85%
5	Outfront	81925	2	28th St & Harbor Dr	San Diego	10'5"x22'8"	\$ 4,700	\$ 6,423	37%
6	Outfront	81168	2	Harbor Dr & Civic Center Dr	National City	10'5"x22'8"	\$ 3,000	\$ 3,000	0%
7	Outfront	82184	2	I/5 and J St	Chula Vista	14'x48'	\$ 25,000	\$ 80,328	221%
8	Clear Channel	66299	1	8th St W/O I-5	National City	12'x24'	\$ 2,700	\$ 4,490	66%
9	Clear Channel	48164	2	I-5 N/O E St	Chula Vista	14'x48'	\$ 25,000	\$ 72,790	191%
10	Clear Channel	38833	4	Harbor Dr & Sigsbee	San Diego	12'x24'	\$ 9,900	\$ 13,780	39%
11	Clear Channel	64984	1	I-5 north of 22nd St	National City	12'x24'	\$ 2,600	\$ 7,078	172%
12	Clear Channel	48837	2	I-5 S/O H St	Chula Vista	14'x48'	\$ 25,000	\$ 83,569	234%
13	Outfront	81157	1	70th St Trolley Station	La Mesa	14'x48'	\$ 28,500	\$ 77,118	171%
			24				<b>\$177,500</b>	<b>\$ 458,559</b>	<b>158%</b>

\*Total Proposed MAG is the minimum MTS will receive. Additional revenue is expected with revenue share agreements with OUT and CCO.



## Agenda Item No. 18

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

July 27, 2023

#### SUBJECT:

Additional Staffing – One (1) Bus Operations Training Instructor

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to add one (1) Bus Operator Training Instructor to the position tables previously approved in the Fiscal Year 2024 budget.

#### Budget Impact

The Bus Operations Training Instructor will be in Salary Grade #6 (\$44,003 to \$83,272). The total net cost of the additional position (including both wage and benefits) would be approximately \$102,000 annually. The expense would be added into the annual Bus Operations Training budget, and first reflected in the Fiscal Year 2024 mid-year budget amendment.

#### DISCUSSION:

MTS Bus Operations has a goal of reaching 540 bus operators on staff to provide service levels similar to those operating prior to the COVID pandemic. We currently employ approximately 469 full-time bus operators.

The Training Department typically begins a new class of up to 15 Bus Operators every five (5) weeks. At the current staffing levels, taking into account new Bus Operator training, remedial training, return to work training, and annual Verification of Transit Training (VTT) classes, the Training Department has reached its maximum capacity and cannot handle larger class sizes.

Additionally, in recent months, due to a multi-departmental approach to attracting and hiring bus operators, consisting of increased wages, advertising campaigns, and on-site hiring events, we have seen interest in the position increase. To take advantage of the additional applicants and to increase class sizes accordingly, we must hire an additional trainer to keep the student-to-teacher ratio at an appropriate level. This additional trainer would ensure that students receive timely and attentive training that is commensurate with Department of Motor Vehicles requirements.



Today's proposed action would authorize the CEO to create an additional full-time employment position for a Bus Operations Training Instructor, and to fund it in the Fiscal Year 2024 budget.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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



## Agenda Item No. 19

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

July 27, 2023

#### SUBJECT:

San Ysidro Transit Center Improvements Project Update (Denis Desmond, Beverly Neff)

#### INFORMATION ONLY

##### Budget Impact

None.

#### 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](mailto:Julia.Tuer@sdmts.com)

# San Ysidro Transit Center Improvements Project

Board of Directors



# 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: 2024-2025

Design: 2025

Construction: 2026 +

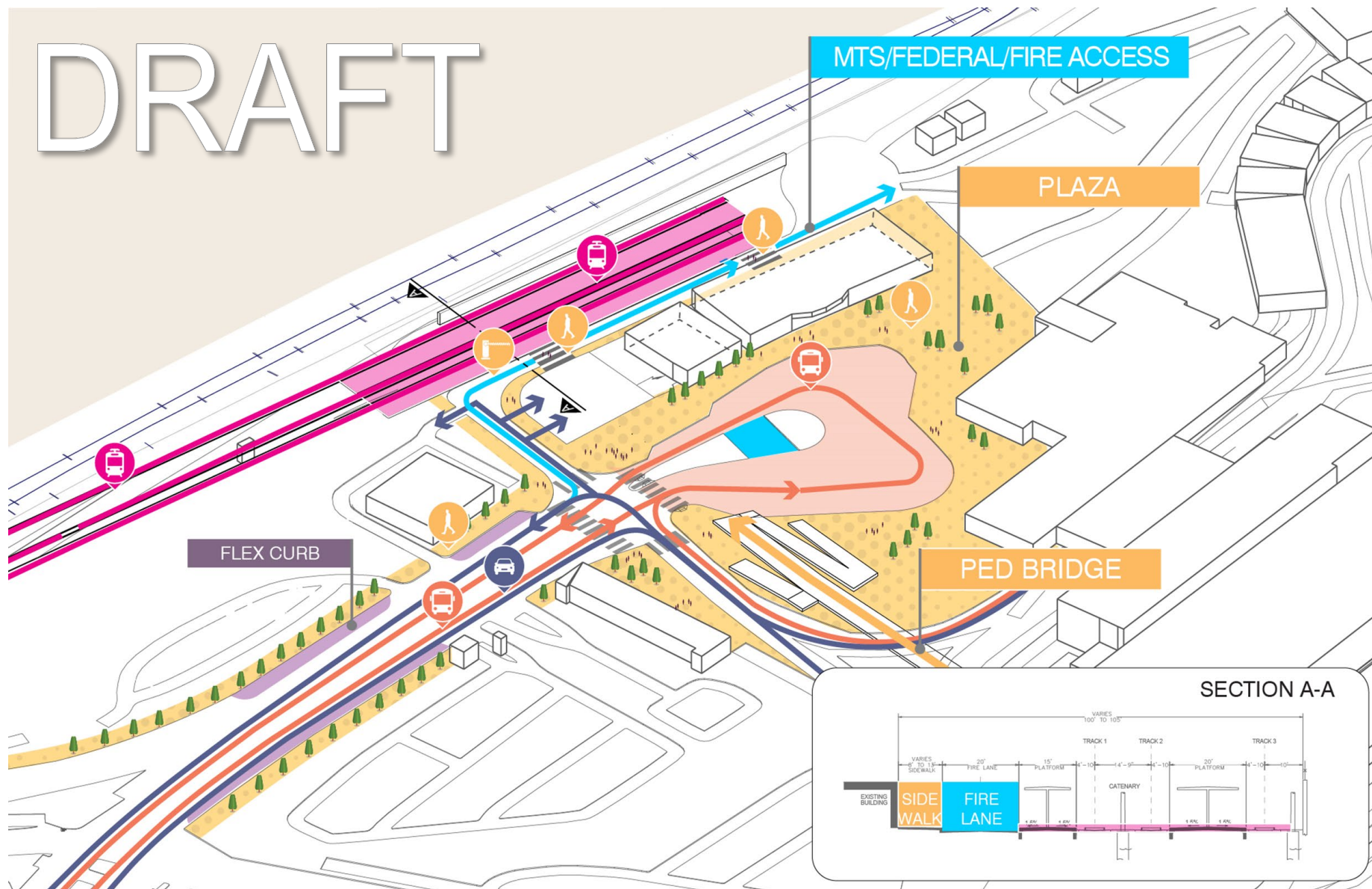
## Project Development Team:



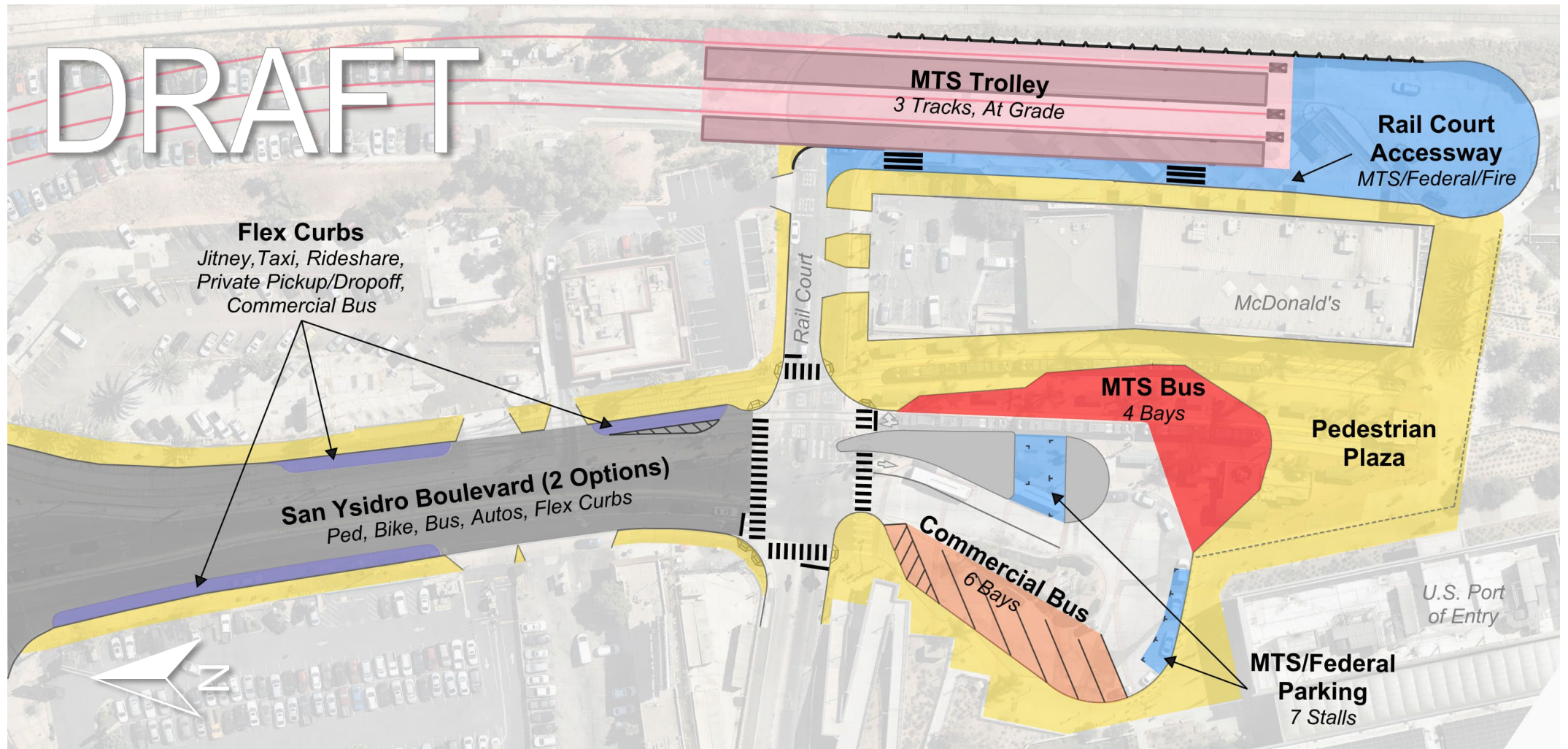


# Concept A:

## LRT East At-Grade



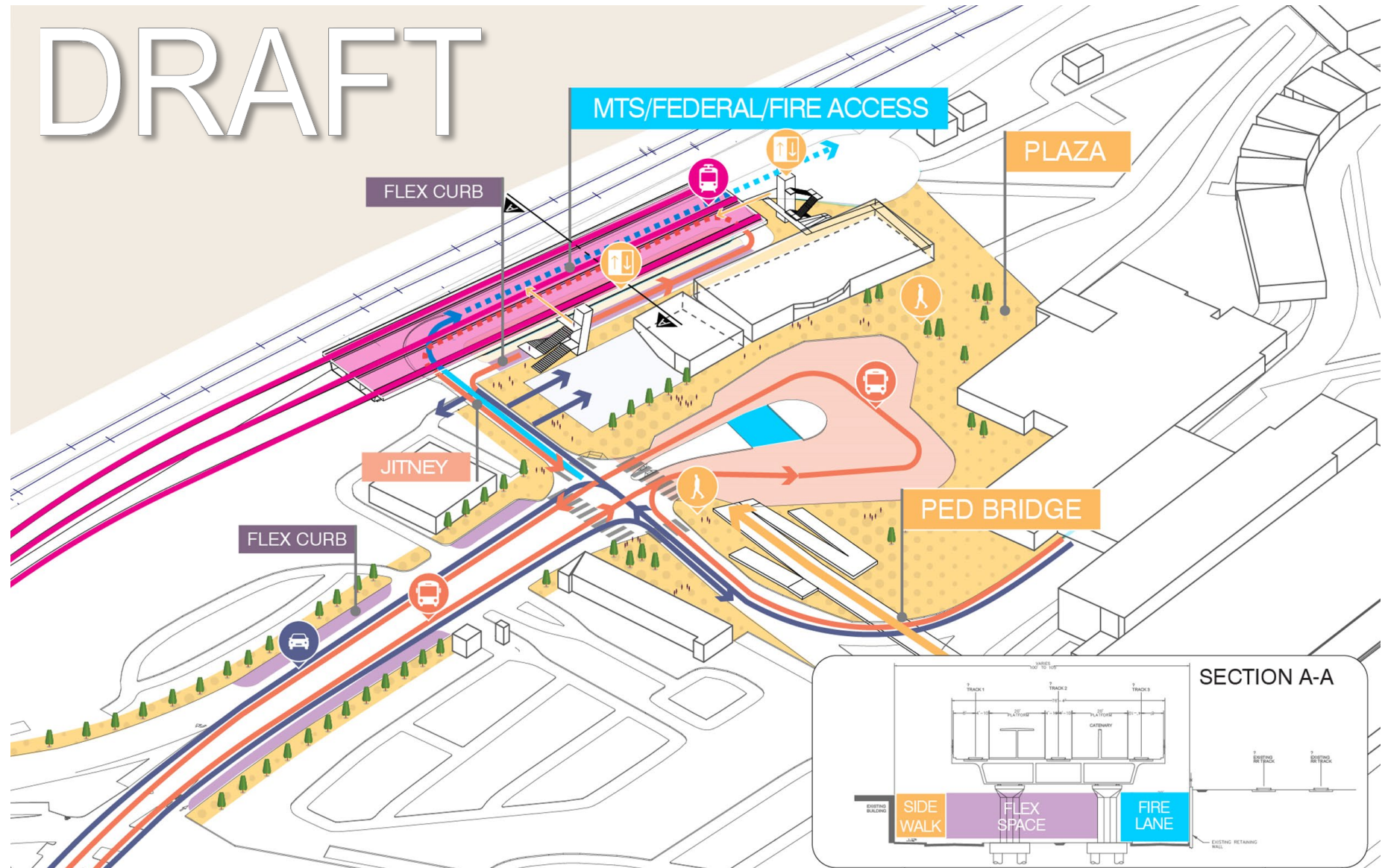
# Concept A: LRT East At-Grade



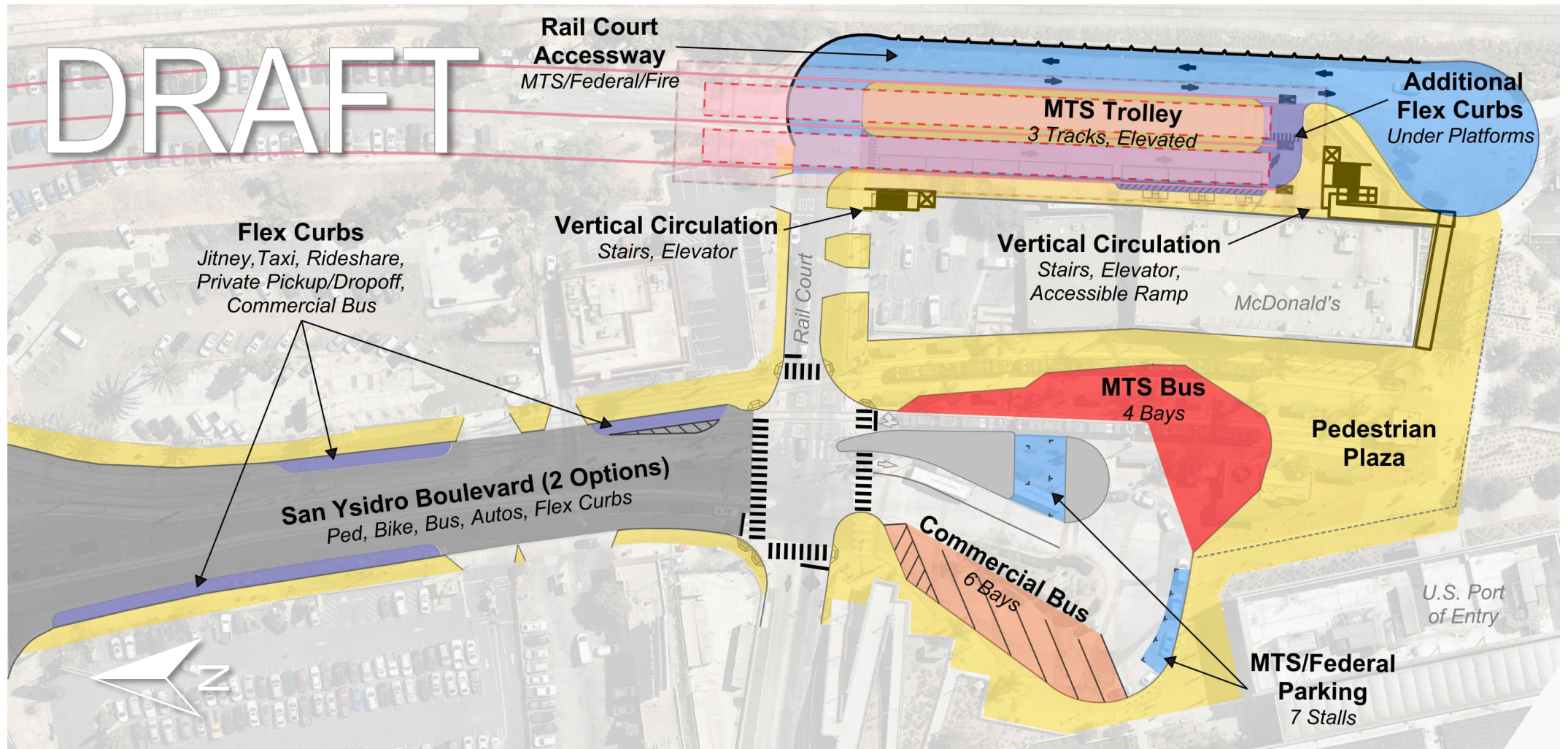


# Concept B:

## LRT East Elevated

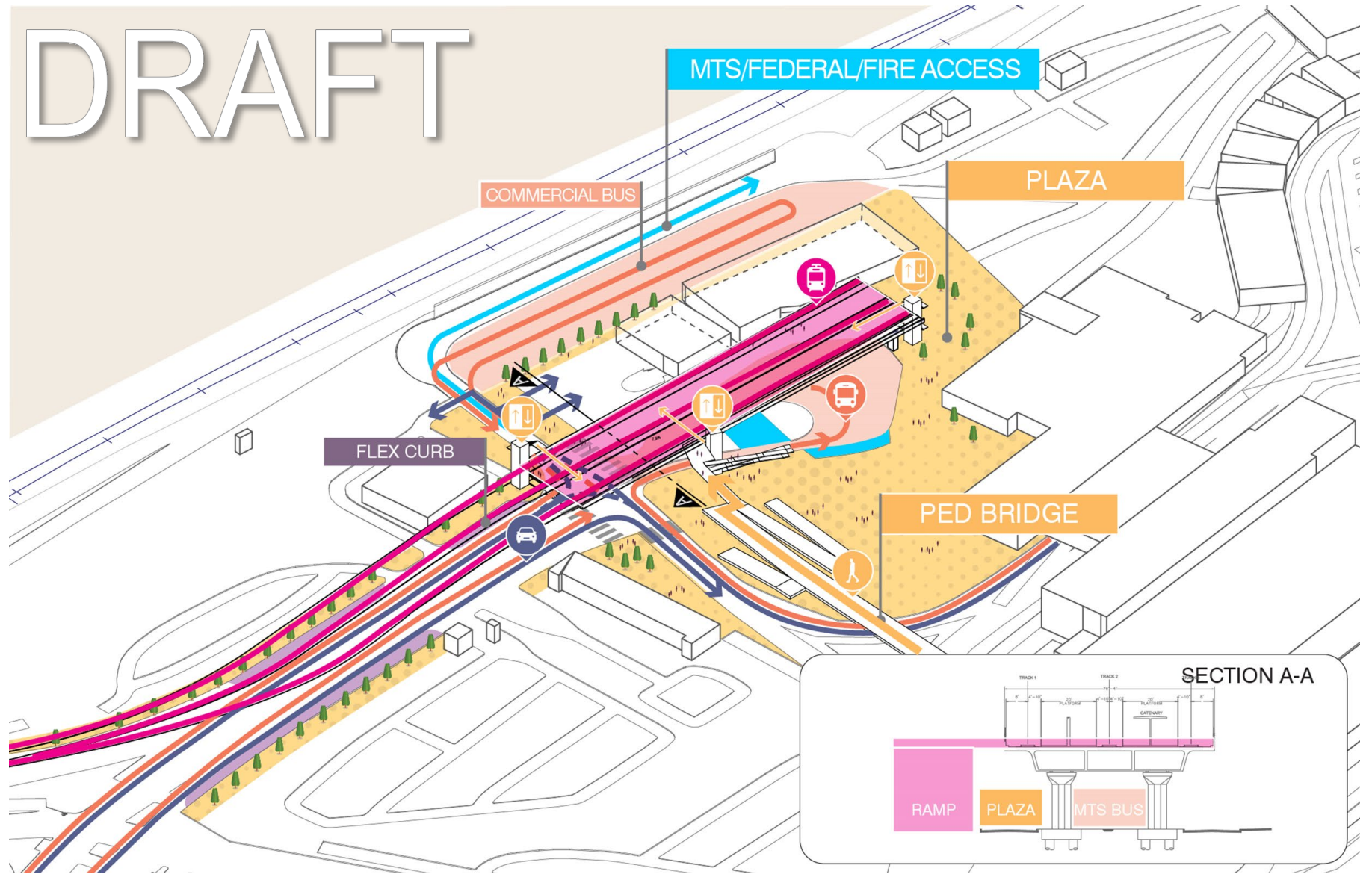


# Concept B: LRT East Elevated

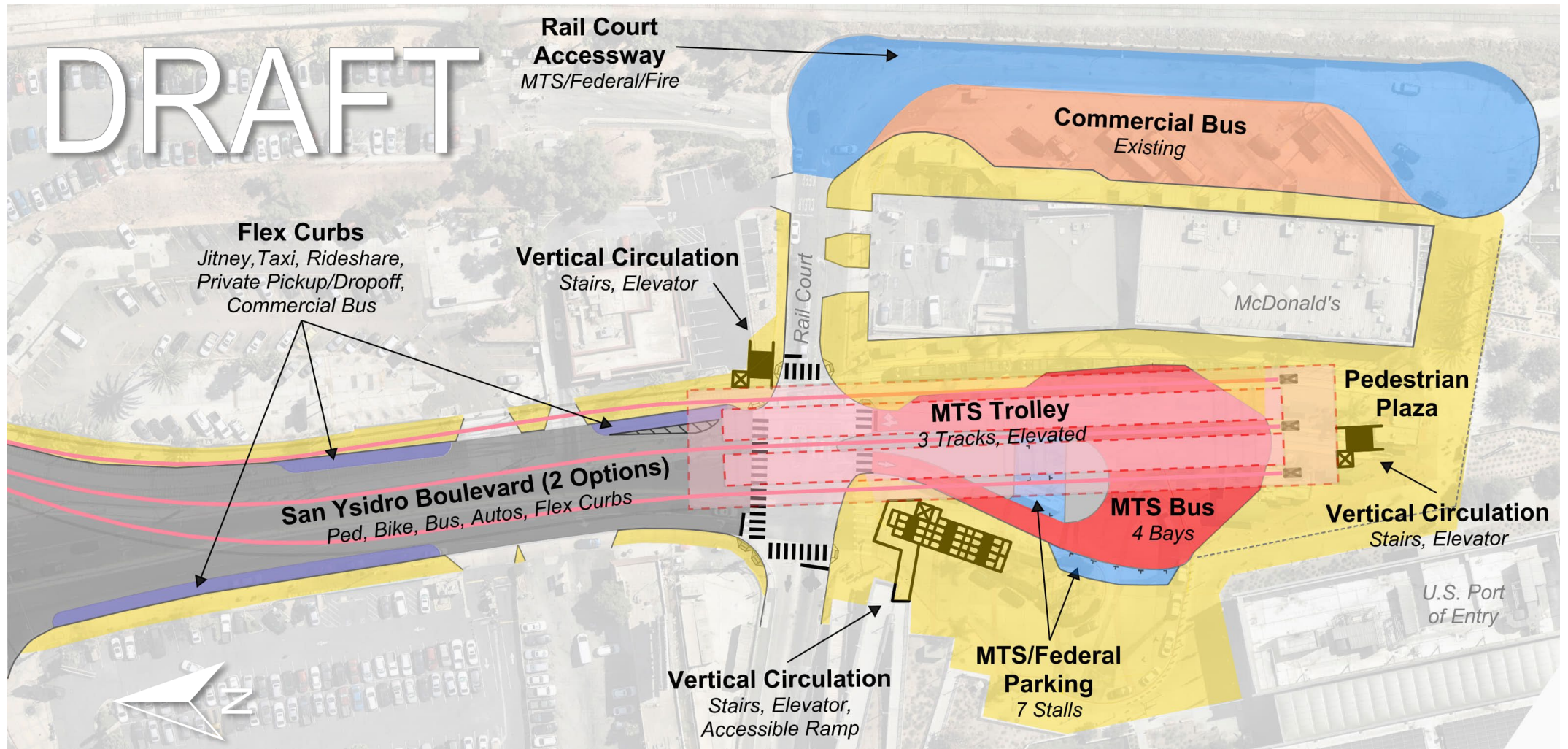




# Concept C: LRT West Elevated



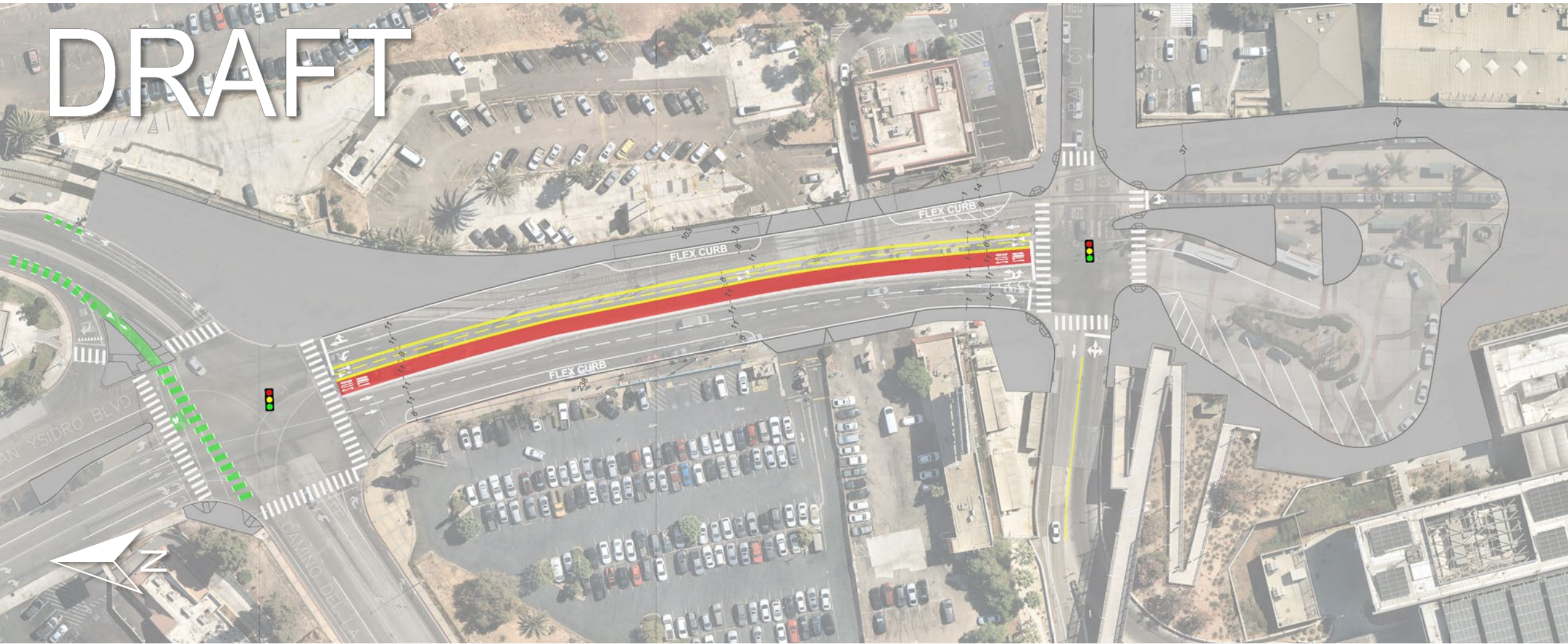
# Concept C: LRT West Elevated





# San Ysidro Blvd Concept: SB Bus Only Lane + Center Running Bike Lane

DRAFT

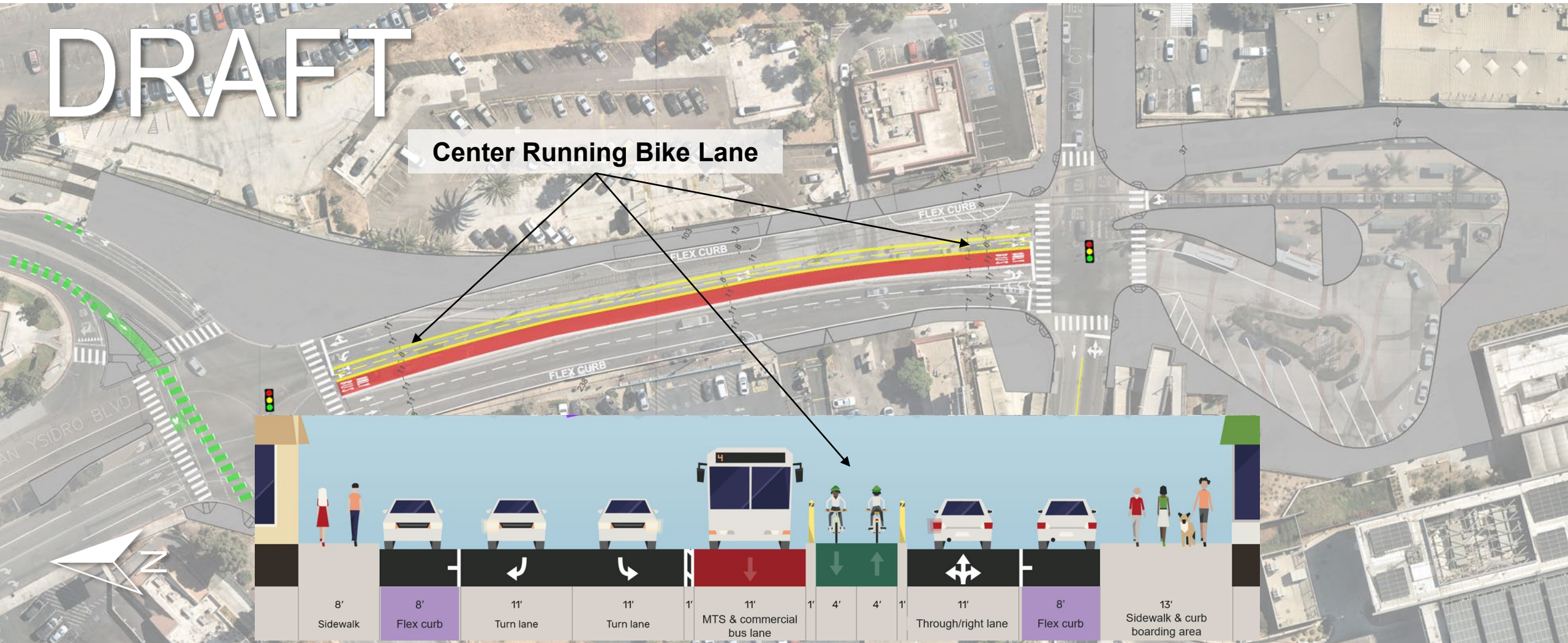




# San Ysidro Blvd Concept: SB Bus Only Lane + Center Running Bike Lane

DRAFT

Center Running Bike Lane



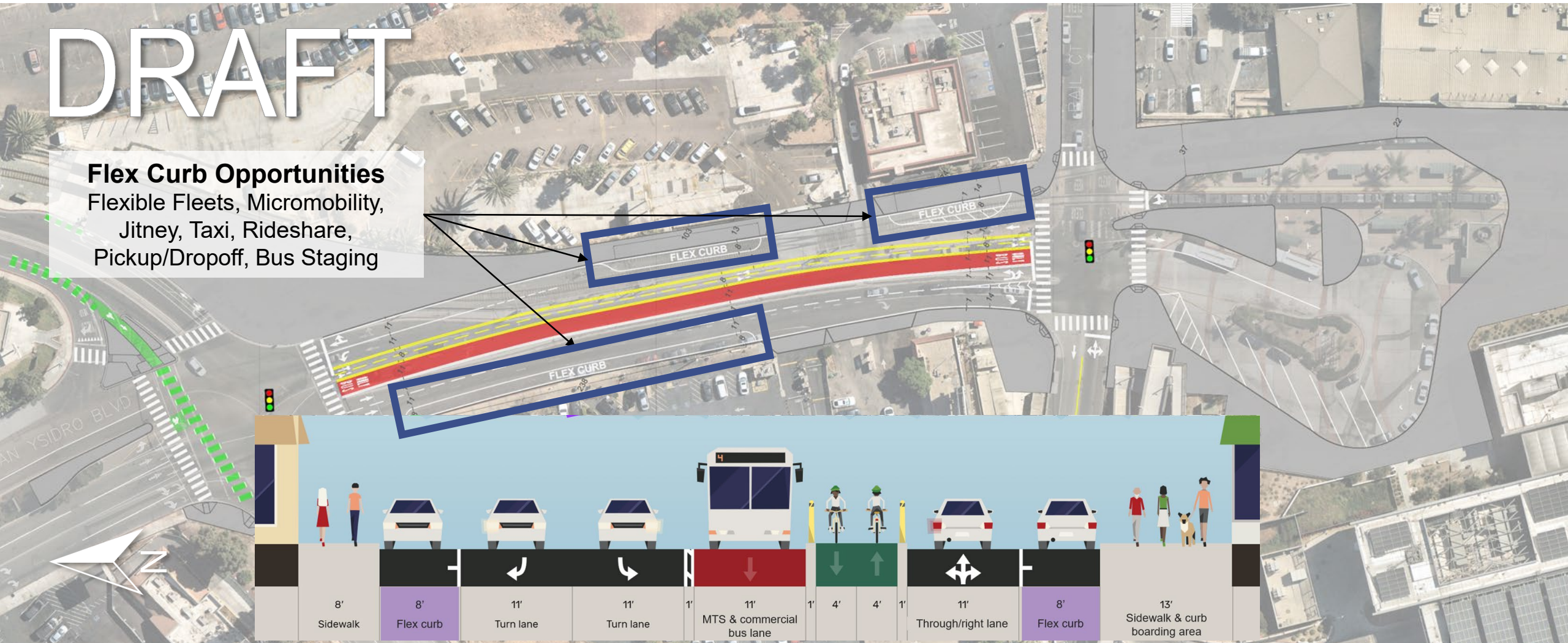


# San Ysidro Blvd Concept: SB Bus Only Lane + Center Running Bike Lane

# DRAFT

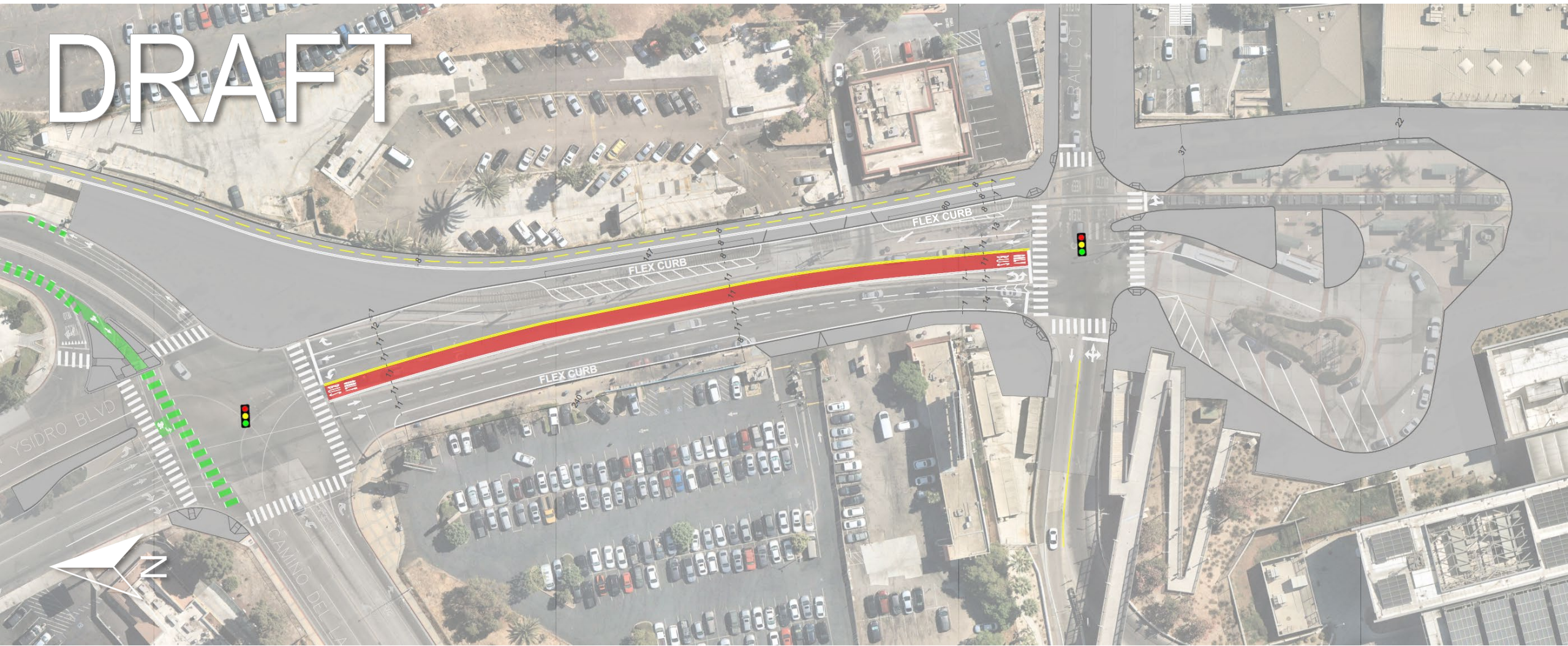
## Flex Curb Opportunities

Flexible Fleets, Micromobility,  
Jitney, Taxi, Rideshare,  
Pickup/Dropoff, Bus Staging



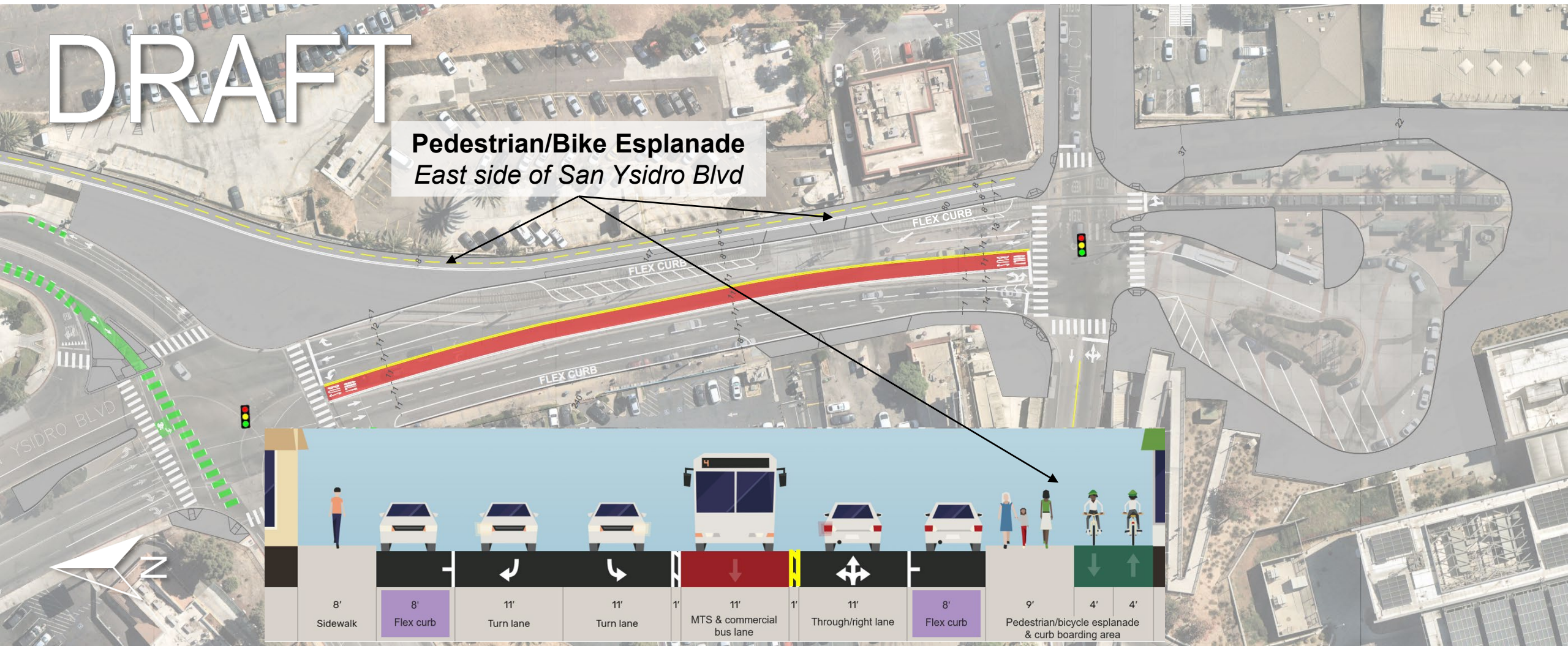


# San Ysidro Blvd Concept: SB Bus Only Lane + East Ped/Bike Esplanade





# San Ysidro Blvd Concept: SB Bus Only Lane + East Ped/Bike Esplanade



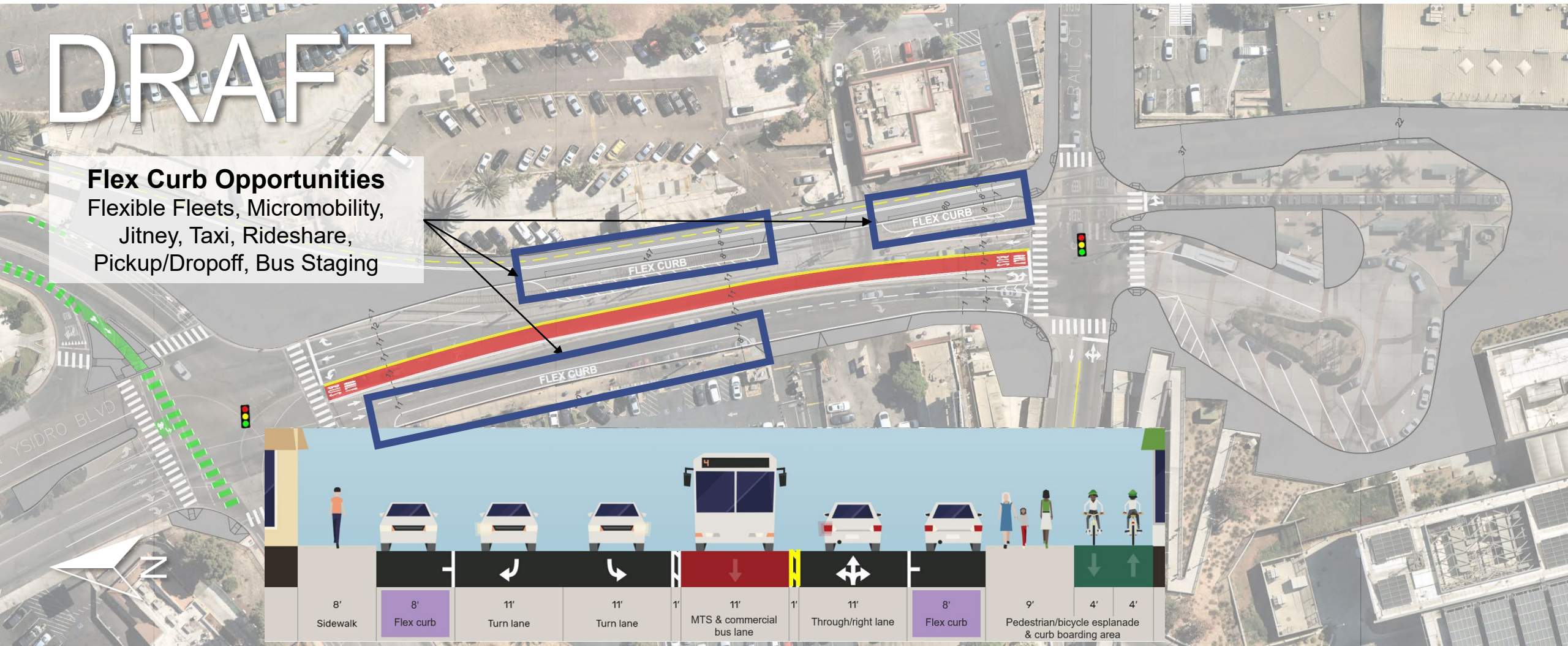


# San Ysidro Blvd Concept: SB Bus Only Lane + East Ped/Bike Esplanade

# DRAFT

## Flex Curb Opportunities

Flexible Fleets, Micromobility,  
Jitney, Taxi, Rideshare,  
Pickup/Dropoff, Bus Staging



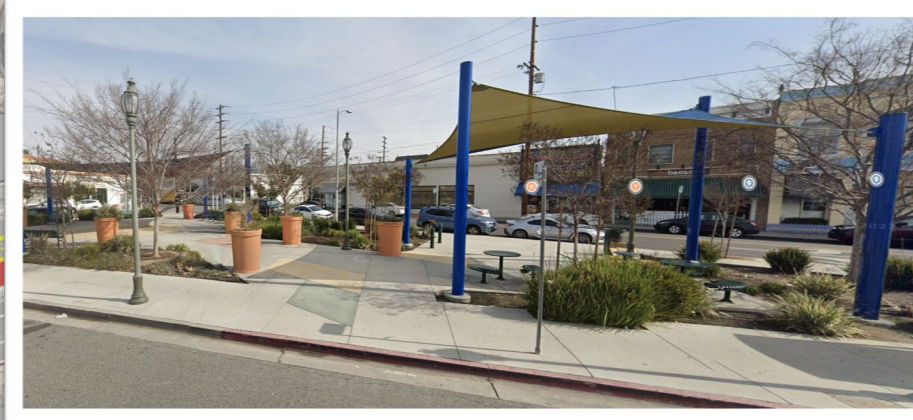


# San Ysidro Blvd Concept: Opportunity for SY Blvd Plaza Space

DRAFT

*Amenities could include seating, shade, lighting, vending, public art, gateway features*

*Opportunity for Public Plaza*

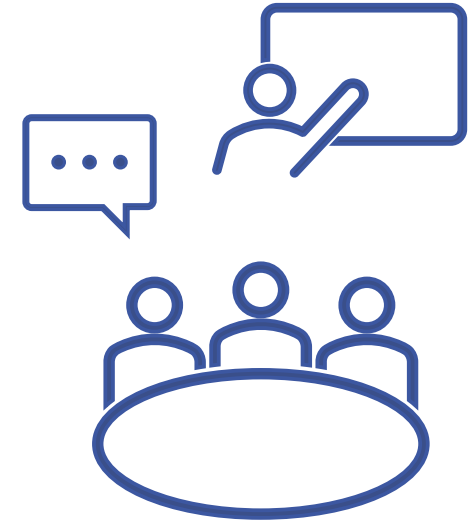




# Stakeholder and Community Outreach

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)
6/21/2023	Councilmember Vivian Moreno's Office
6/28/2023	San Diego Transportation Equity Working Group



# 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. 20

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

July 27, 2023

#### SUBJECT:

State of California Budget – Transportation Funding (Sharon Cooney and Julia Tuer)

#### INFORMATIONAL ONLY

##### Budget Impact

The State of California Budget includes \$5.1 billion for transportation between Fiscal Years (FY) 2024 - 2027. Based on current estimates, MTS could receive up to \$290 million over the next four fiscal years.

#### DISCUSSION:

On July 10, 2023, Governor Newsom signed AB 102 (Ting), the Budget Act of Fiscal Year (FY) 2023-2024, which reflects significant investments for transportation. The budget restores \$2 billion to the Transit and Intercity Rail Capital Program (TIRCP), returning the program to \$4 billion for FY 2023-24 and FY 2024-25. This funding will be distributed on a population-based formula (PUC 99313<sup>1</sup>) for investment in transit and rail capital projects; however, there will be new flexibility to direct up to 100% of this funding to meet the operational needs of agencies (contingent upon meeting specified accountability and reform provisions).

This budget also commits \$1.1 billion in new and previously appropriated transit funding for the newly created Zero-Emission Transit Capital Program. This funding will be distributed on a population- and revenue-based formula (PUC 99313 and 99314<sup>2</sup>). While the funds allocated for the Zero-Emission Transit Capital Program are proposed for zero-emission vehicles and refueling infrastructure, there will be new flexibility to direct up to 100% of this funding to meet

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<sup>1</sup> Under PUC § 99313, these funds will be allocated directly to MTS. MTS secured this exception during the creation of the Transportation Development Act and State Transit Assistance. For other agencies, funds will be allocated to each regional transportation planning agency or county transportation commission for the distribution of funds to eligible operators.

<sup>2</sup> Under PUC § 99314, these funds will be allocated directly to MTS. MTS secured this exception during the creation of the Transportation Development Act and State Transit Assistance. For other agencies, funds will be allocated to each regional transportation planning agency or county transportation commission for the distribution of funds to eligible operators.



the operational needs of agencies (contingent upon meeting specified accountability and reform provisions).

The Governor also signed SB 125 (Committee on Budget and Fiscal Review) representing the transportation trailer bills. This bill institutes the accountability and reform requirements on regions and transit agencies to access the funding included in AB 102. SB 125 also extends the statutory relief measures for transit agencies through FY 2025-2026 and creates a new state-level Transit Transformation Task Force at the California State Transportation Agency (CalSTA). CalSTA is expected to introduce draft guidelines for requirements that will need to be met by transit agencies later this summer, and MTS will work with the California Transit Association and CalSTA prior to their finalization.

MTS staff will provide a report on this funding and will subsequently hold a Budget Development Committee meeting in September to discuss funding plans.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

# State of California Budget – Transportation Funding

Board of Directors

# State Budget – Transportation Funding

- \$5.1 billion in State of California funding for transit between FY24-27
- Funding via capital programs, with flexibility to use towards operations (contingent upon specific accountability and reform requirements)
- MTS estimated to receive up to \$290 million over four fiscal years, with majority of funding being delivered in FY24 and FY25
- Pending meeting with MTS Budget Development Committee on discussion of spending plan

# State Budget – Transportation Funding

- Governor signed Budget Act (AB 102), which includes:
  - Restoration of \$2 billion for Transit and Intercity Rail Capital Program (TIRCP), returning the program to \$4 billion for FY 2023-2024 and FY 2024-2025
    - Population-based distribution (PUC 99313\*)
    - Includes 100% flexibility for transit operations
  - \$1.1 billion over four years for Zero-Emission Transit Capital Program
    - Population- and revenue-based distribution (PUC 99313, 99314\*)
    - Includes 100% flexibility for transit operations

*\*Under PUC 99313, 99314, funds are allocated directly to MTS. For other agencies, funds are allocated to regional transportation planning agency for operator funding distribution.*

# State Budget – Transportation Funding

- Governor signed Transportation budget trailer bill, SB 125, which:
  - Instituted accountability and reform requirements for agencies to access funding included in AB 102
  - Extended statutory relief measures for transit agencies through FY 2025-2026
  - Created a new state-level Transit Transformation Task Force at the California State Transportation Agency (CalSTA)

# Accountability Requirements

To receive an allocation of FY 2024 funding:

- Requires MTS to submit\*, and CalSTA approve by December 31, 2023, a short-term financial plan for immediate service retention consistent with guidelines developed and adopted by CalSTA.
  - CalSTA is expected to introduce draft guidelines this summer
  - MTS will work with the California Transit Association and CalSTA prior to the guidelines being finalized

*\*MTS has exception to receive funding directly under PUC 99313, 99314. All other agencies will require the regional planning agency to submit financial plans.*

# Statutory Relief Measures

- SB 125 included extension of statutory relief measures through FY 2025-2026, which would:
  - Extend the hold harmless provision for the calculation and allocation of State Transit Assistance Program, Low Carbon Transit Operations Program, and STA-State of Good Repair allocations through FY26;
  - Extend the suspension of the financial penalties associated with the Transportation Development Act's requirements that transit agencies obtain specified fixed percentages of their operating budgets from passenger fares (TDA farebox recovery requirements) through FY26;
  - Extend the suspension of the financial penalties associated with the State Transit Assistance Program's requirement that transit agencies' operating cost per revenue hour may not exceed operating cost per revenue vehicle hour adjusted by regional CPI, year over year (STA efficiency criteria) through FY26; and
  - Extend the flexibility for the use of State Transit Assistance – State of Good Repair funds through FY26



# Transit Transformation Task Force

- SB 125 requires CalSTA to establish and convene the Transit Transformation Task Force (TTTF) to include representatives from transit operators, Caltrans, local governments, regional planning agencies, transportation advocacy organizations, labor organizations, academic institutions, Senate & Assembly Committees on Transportation, and other stakeholders, as appropriate.
- TTTF would develop policy recommendations to grow transit ridership and improve transit experience, as well as prepare and submit a report of findings and other policy recommendations by October 2025.
- The California Transit Association will participate in the TTTF; MTS will also solicit its interest in participating.

# Next Steps

- Work with California Transit Association and CalSTA on required guidelines to access funding
- Hold Budget Development Committee meeting in September to discuss funding plan
- Submit all required documentation to CalSTA by end of year

# Questions/Comments



**Metropolitan  
Transit  
System**

## **Agenda Item No. 21**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

July 27, 2023

**SUBJECT:**

Transit Security and Passenger Safety Department Staffing Options (Al Stiehler)

**INFORMATIONAL:**

Budget Impact

None.

**DISCUSSION:**

At the May 18, 2023 Board of Directors meeting, the Board received a report on the recent public safety focus groups results. In 2022, the MTS Customer Satisfaction Survey indicated an overwhelming response noting concerns of safety and request for more security to improve the transit experience. The focus groups were conducted to better understand and define what “more security” means to passengers and to obtain a better understanding of perceptions of personal safety while using transit. The results and feedback of the focus groups included requests such as more visible security, more consistent application of MTS policies (such as fare evasion, inappropriate behavior, and loitering), improved awareness of Ride-Assured Program, and improvement of cleanliness and lighting.

After receiving this report, the Board of Directors discussed various concerns related to security and safety throughout the system. The Board directed staff to assess the cost of additional security staff for the potential expansion of the Transit Security and Passenger Safety Department. MTS staff will provide a presentation on the current size and structure of the department and estimated costs to expand.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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





# Transit Security And Passenger Safety Department Staffing Options

Board of Directors

# Mission, Vision, Values

## Mission Statement

*Our mission, in partnership with the communities we serve, is to provide a safe and **pleasant** public transportation experience.*

## Organizational Vision

*We endeavor to earn the trust and confidence of the public we gladly serve as public transportation security professionals. Always striving for excellence, we constantly seek more innovative, effective, efficient, and equitable ways to better serve our communities.*

## Core Values

*Trust, Honesty, Integrity, Loyalty, Respect, Diversity*

# Current Department Size – Management

- 1 Director
- 1 Deputy-Director
- 1 Field Operations Manager
- 1 Assistant Field Operations Manager
- 1 Records Manager
- 1 Professional Standards Manager
- 1 Crime Data Analyst
- 1 Security Systems Administrator
- 3 Administrative Staff

# Current Department Size – CCI

- 56 Field Code Compliance Inspectors
- 11 Field Sergeants
- 4 Specialized Sergeants (K-9, Admin, Bus Liaison, Training)
- 1 Dispatch Supervisor (2<sup>nd</sup> Dispatch Supervisor 08/2023)
- 6 Specialized Inspectors (2 K-9 Inspectors, 1 Homeless Outreach, 1 Camp Team and 2 Bus Team)

*\*\*4 CCI's and 1 Sergeant currently temporarily assigned to the Passenger Safety Team \*\**

- 79 Total Personnel



# Current Department Size – INTERCON

- 1 Captain
- 3 Lieutenants (Armed)
- 19 Sergeants (Armed)
- 93 Transit Security Officers (Armed)
- 78 Transit Security Officers (Unarmed)
- 8 Transit Security Dispatchers
  
- 201 Total Personnel (206 Full Staffing)

# K9 Teams

## K9 Explosive Detection Teams (2 CCI's, 1 Sergeant)

- Suspicious Items
- Unattended Items
- Station Checks
- Special Events
- Assist Outside Agencies

Three teams – 7 Days Per Week Coverage

- (2 CCI's, 1 Sergeant)



# Homeless Outreach Team

Our Homeless Outreach Team consists of:

- 1 - Code Compliance Inspector
- 1 - Contract Security Officer
- 1 - Outreach worker

*(Provided by Downtown San Diego Partnership  
Unhoused Care Team)*

One team - 4 Days Per Week Coverage



# Homeless Outreach Team Productivity

## 2022

- Patron Contacts - **218**
- Family Reunification - **02**
- Approved Shelter (no beds) - **20**
- Placed in shelter - **16**
- HHSA Benefits - **22**

## 2023

- Patron Contacts - **1,281**
- Family Reunification - **02**
- Approved Shelter (no beds) - **28**
- Placed in shelter - **28**
- HHSA Benefits - **37**

# Bus Enforcement Support Team (B.E.S.T.)

Each B.E.S.T. Team consists of:

- 1 Code Compliance Inspector
- 1 Transit Security Officer
- Two teams (Day Shift) - 7 Days Per Week Coverage
- Patrol geographically assigned areas (min 3/day)
- Respond to Bus Driver calls and specials
- Average 2,675 Bus Stop checks a month
- 97 Bus Routes covering 16,592 miles





# Bus Enforcement Support Team (B.E.S.T.)

## 2022

- Patron Contacts - **573**
- Operator Contacts - **1,121**
- Calls for Service - **265**
- Resources Information Accepted - **73**
- Resources Declined- **105**



# Camp Team

Our Camp Team consists of:

- 1 Code Compliance Inspector
- 1 Transit Security Officer
- 4 Days Per Week Coverage



# Camp Team

## Partners

- SDPD HOT Team
- SDPD Neighborhood Policing Unit
- La Mesa HOME Team
- Chula Vista PD HOT Team
- San Diego Fire River Rescue
- San Diego Lifeguards
- Caltrans
- Urban Corps





# Camp Team

## 2022

- Contacts - **1,540 (97% declined Services)**
- Calls for Service - **50**
- Encampment Details - **189**
- River Details - **119**
- Citations - **18**
- Systemwide Cleanups - **51,370 lbs.** of trash removed



# Passenger Safety Team

1 Supervisor, 4 CCI's

- Data Driven Deployment
- Plain Clothes Assignments
- High Visibility Patrols

*Personnel taken from regular patrol assignments*



# Passenger Safety Team

## February – May Stats

- Trains Ridden - 1,105
- Vandalism Cites/Arrests - 6
- Quality of Life Cites - 101
- Narcotic Cites - 52
- Assaults/Battery - 2 (1 Sexual Assault on CCI)
- Law Enforcement Wants/Warrants - 5 (Felony)
- Fare Cites - 4
- Loiterers Removed - 223 (Estimate)





# Special Details / Community Outreach

- Rider Experience Detail (R.E.D.)
- Bike Team
- Operation Lifesaver



# Current Department Operations

- Day Shift
  - 2 Watches (3:30AM-2:00PM and 5:00AM-3:30PM)
- Night Shift
  - 2 Watches (2:00PM-12:30AM, 3:00PM-1:30AM)
- Night Owl (Security)
  - 1 Watch (7:30PM-6:00AM)
- Code Compliance Sergeants/Inspectors work a 4/10 schedule (Sunday-Wednesday and Wednesday-Saturday)
- Wednesdays are generally used for Training and Ridership Experience Details/Special Assignments

# Trolley System

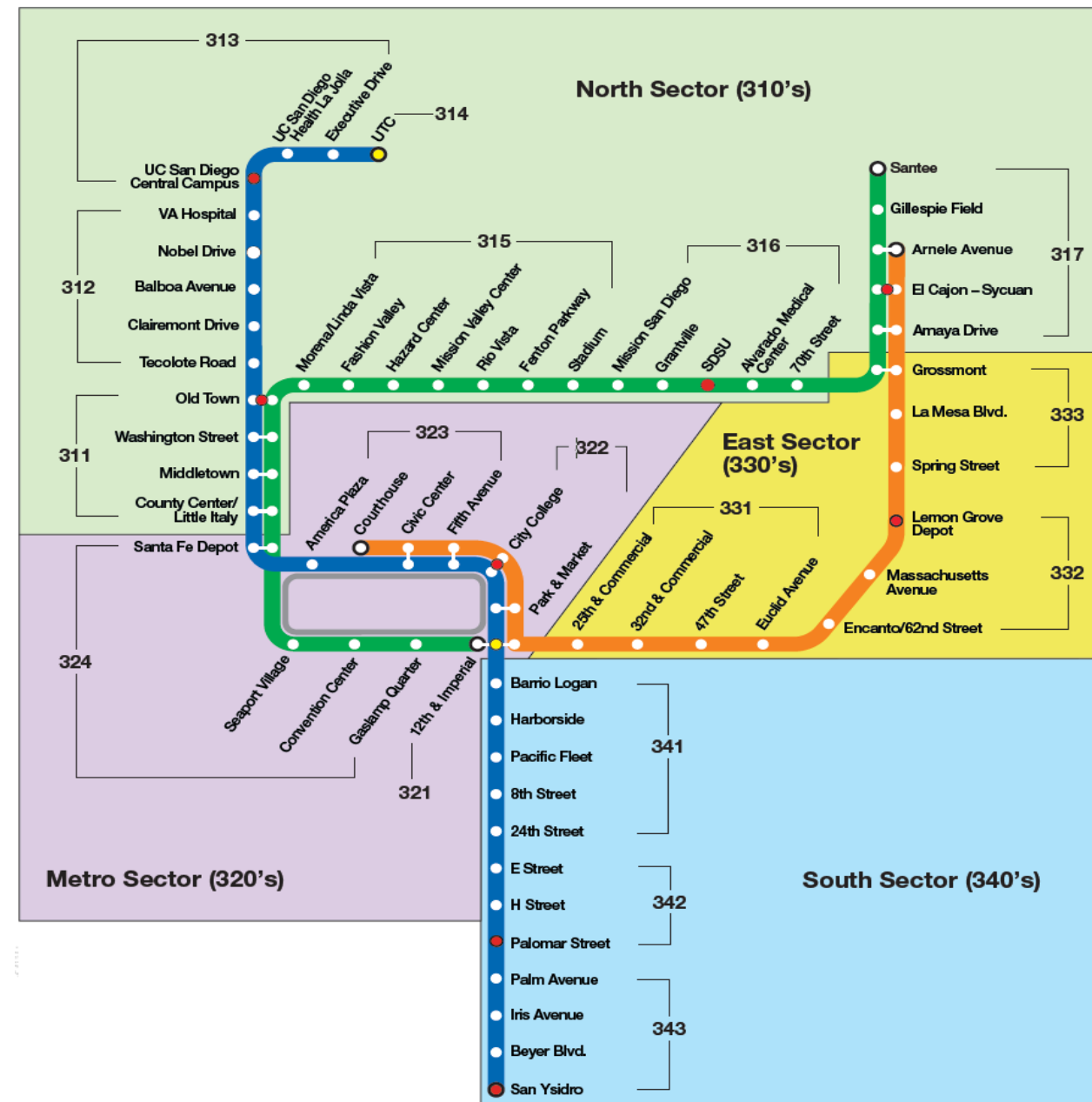
- 62 stations
- 67 miles of track
- 585 trips each weekday
- 429 trips on Saturday
- 407 trips on Sunday
- Nearly 3,000,000 riders per month



# Deployment

Inspectors are assigned to a line.  
Inspectors are also assigned to  
12<sup>th</sup>/Imperial and San Ysidro.

Security Officers are assigned to trains,  
stations, mobile patrols, and additional  
sites (Transit Store, Revenue, Bus  
Yards/Bus Stops).



# CCI Inspections and Enforcement

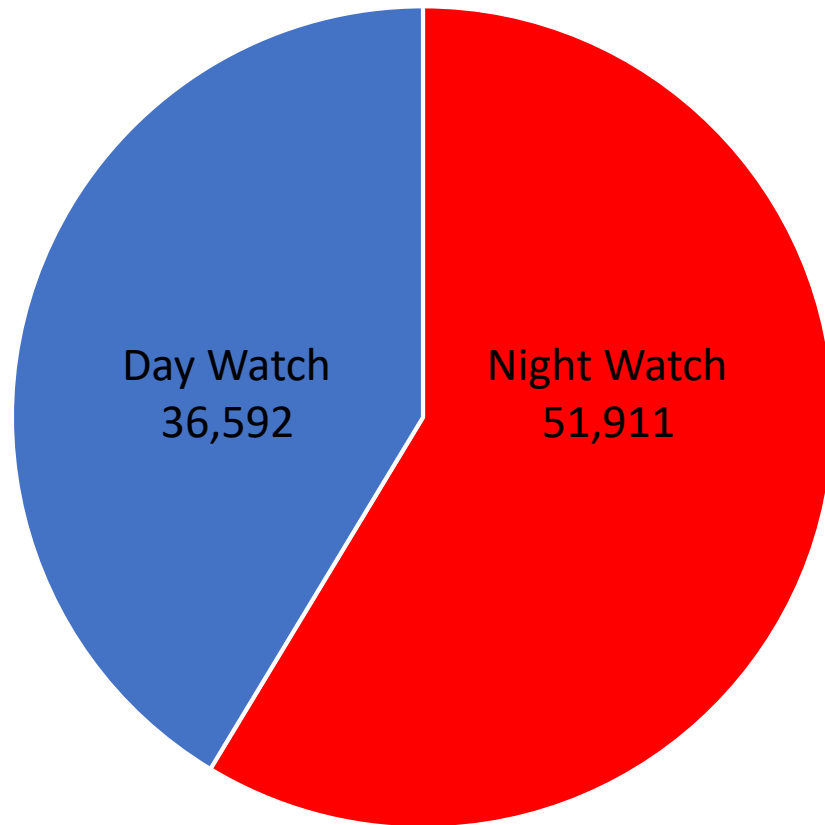
## Monthly Average

- Train Rides - 4,545
- Onboard Inspections - 77,301
- In Station Inspections - 11,202
- Refused to Tap - 723
- Stations Checks - 5,439
- Step-ons - 2,603
- Citations - 387





# CCI Total HHU Inspections



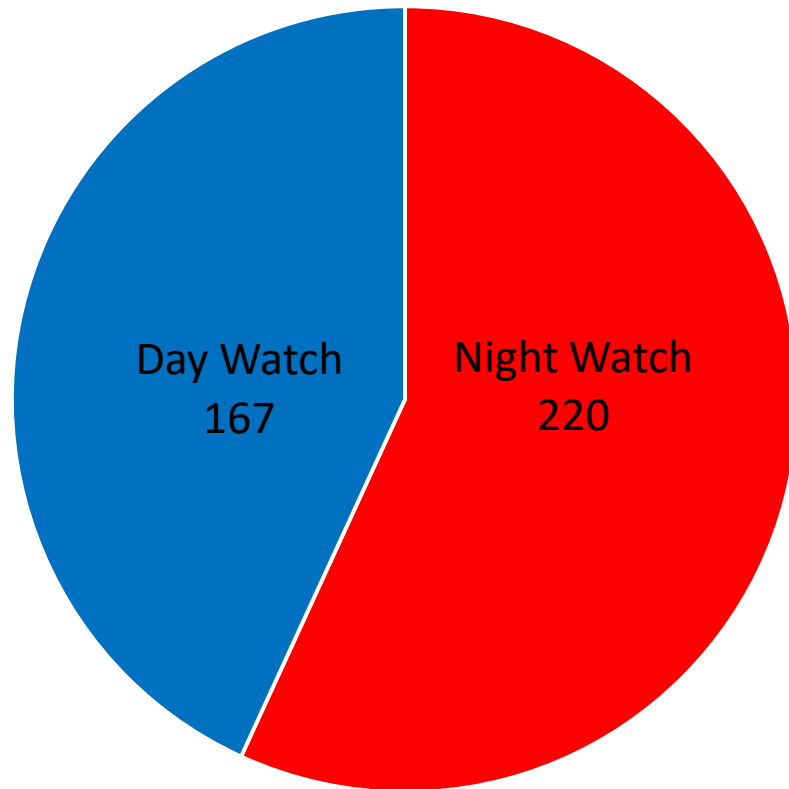
Monthly Average

Day Watch Inspections: 36,592

Night Watch Inspections: 51,911

3 out of 10 inspections result in validation of Pronto passes and recovered revenue for MTS

# Citations



Monthly Average

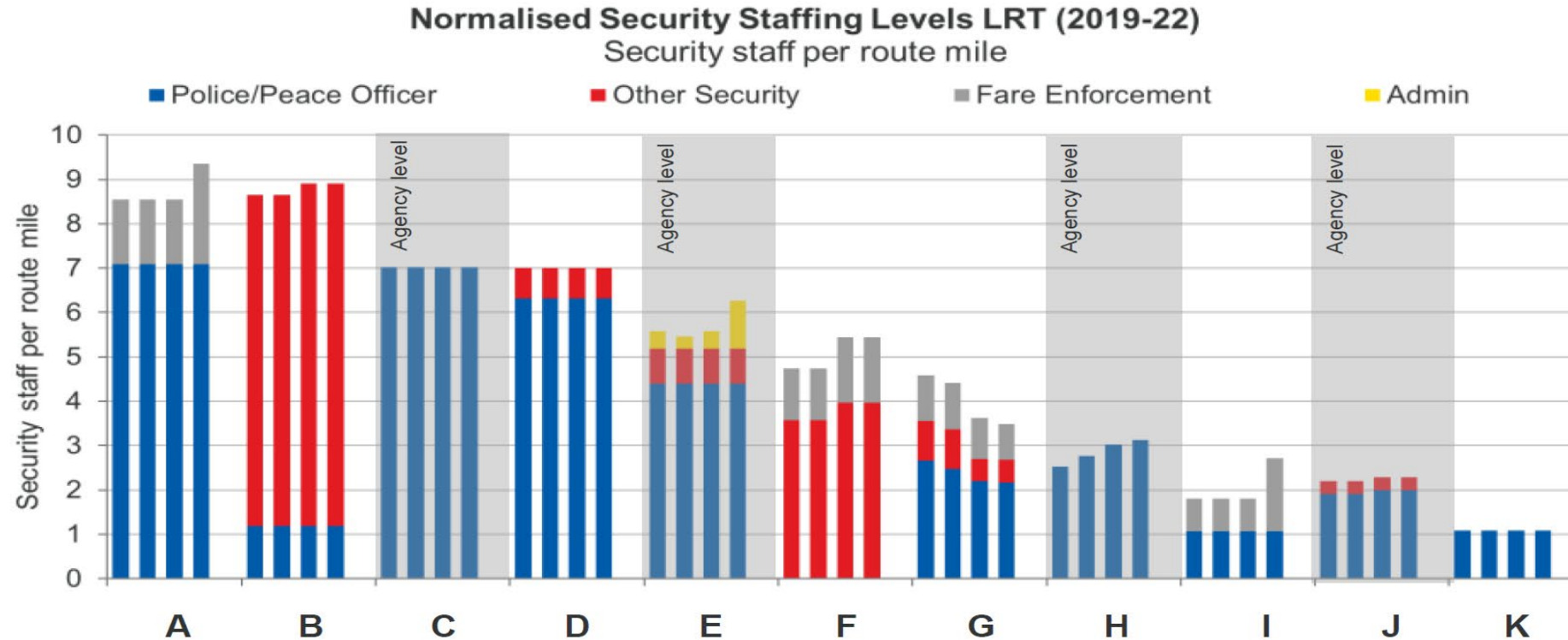
Day Watch Citations: 167

Night Watch Citations: 220

# Challenges

- Crime reduction
  - Provide a pleasant environment for riders
  - Increasing customer perception of safety
  - Reducing assaults on personnel
- Fare Collection
  - Enhancing revenue
- Enhancing outreach efforts
  - Establishing new partners
  - Identifying additional resources

# GOAL – Light Rail Security Issues Survey



- Impacted by size and scale (small systems, systems with large stations)
- Agency H only one to provide filled positions instead of budgeted
- Agency F only agency to fully use security guards

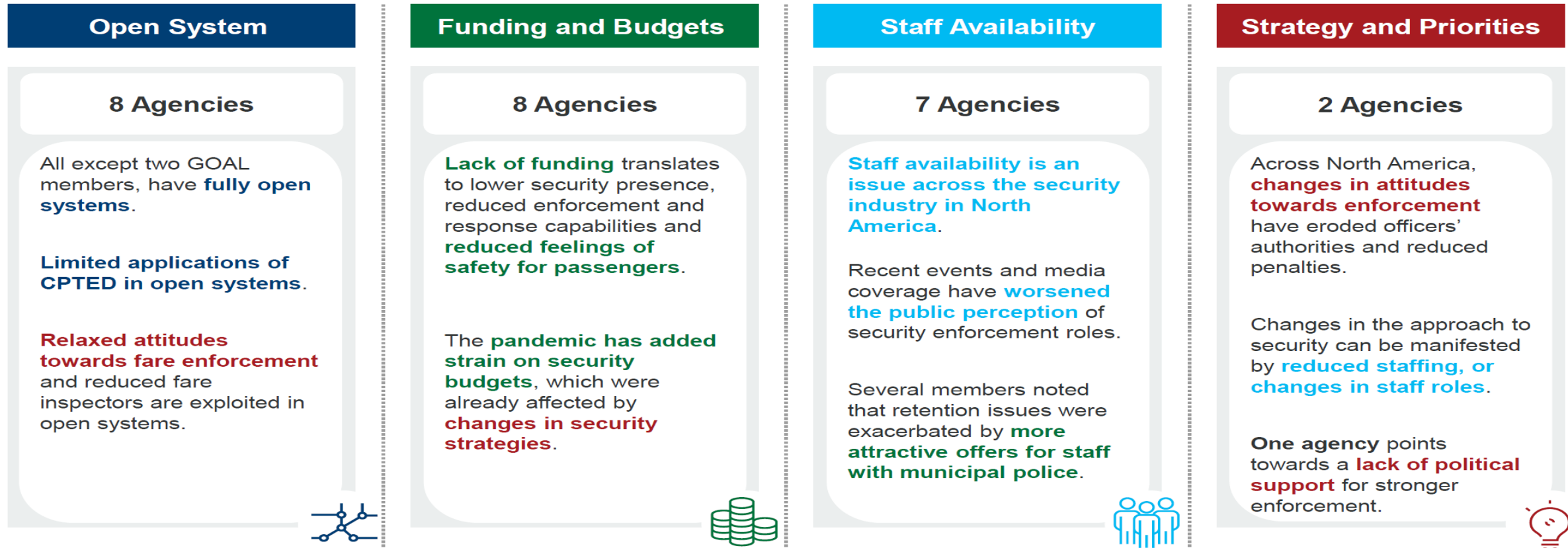
Presentation on Security to APTA Based on Light Rail Benchmarking

\*CONFIDENTIAL\*



# GOAL – Light Rail Security Issues Survey

## Key Barriers to Improving Security Enforcement



Presentation on Security to APTA Based on Light Rail Benchmarking

\*CONFIDENTIAL\*



# GOAL – Light Rail Security Issues Survey

## Main Light Rail Security-Related Problems

### 1. Nuisance & Disorder

#### 9 Agencies

**Agency A:** nuisance and disorder issues surrounding the vulnerable population.

### 2. Homelessness/ Loitering

#### 8 Agencies

**Agency B:** Increasing homeless and mental health issues

### 3. Drug & Alcohol Use

#### 6 Agencies

**Agency C:** continued opioid epidemic.

**Agency D:** open container and public drunkenness.

### 4. Violence & Assaults

#### 4 Agencies

**Agency E and Agency F:** violence against transit staff.

**Agency G:** unprovoked violence.

### 5. Fare Evasion

#### 4 Agencies

**Agency H, Agency I and Agency J:** open system cited as a barrier to security.

### 6. Trespass & Vandalism

#### 4 Agencies

**Agency K:** the open system allows trespassers.

**Agency L:** breaking and entering after hours.

Presentation on Security to APTA Based on Light Rail Benchmarking

\*CONFIDENTIAL\*



# GOAL – Light Rail Security Issues Survey

## Summary Conclusions

- ▶ Crime and anti-social behavior has increased in all participating members, the most frequent issues include quality of life/nuisance behavior, homelessness, and drug and alcohol abuse
- ▶ The unique nature of light rail (with no access control locations) makes it difficult to control/manage crime; controlling access doesn't necessarily solve the problem (in metros)
- ▶ Staffing shortages are a constraint to managing crime, this is due to public perception of the role as well as funding constraints and competition from other organizations
- ▶ Changes in prosecution/political priorities also make it difficult to address key factors driving these crimes





# Re-imagining Security

- Increase Code Compliance Inspector Staffing
- Increase contract security supplement
- Modify personnel mix between armed and unarmed
- Include law enforcement component
  - Contract
  - In-house

# Department Expansion

- Hire an additional 34 Inspectors and 4 supervisors.
- This would allow for additional train teams and the ability to create additional specialized teams (B.E.S.T, P.S.T., Outreach, etc.)
- Create 5 Dispatcher positions (MTS Employees / CA P.O.S.T. Certified)
- Cost \$3,390,600
  - 1 CCI (Salary, Benefits, Equipment) - \$78,200
  - 1 CCI Supervisor(Salary, Benefits, Equipment) - \$85,200 (4:1 Span of Control)

**\*Additional Considerations: Administrative, Management\***

# Benefits to Expanding the Department

- Increased:
  - Uniformed presence on our system
  - Increase rider perception of safety
  - Patron assists
  - Visual deterrent
  - Safety
- Each additional CCI will add: (approximate monthly/on average)
  - 1,580 - HHU Inspections (We validate approximately 30% of all inspections)
  - 81 - Train Rides
  - 47 - Step-ons

# Other Expansion Considerations

- Office Space
- Locker room Space
- Additional computers
- Vehicles
- Administrative Staff



# Contracting with Local Law Enforcement

- Benefits

- May be less expensive than creating a department
- Enhance customer perception of safety
- Faster response times
- Can be implemented quicker

- Challenges

- Limited personnel choices (You get who they send you)
- Agency Mission, Vision, and Values (Not MTS')
- Local L.E. agencies are currently understaffed

# Contracting with Local Law Enforcement

- 24 Deputies - \$5,924,784
- 2 Detectives - \$514,274
- 4 Sergeants - \$1,246,448
- 1 Lieutenant - \$328,017
- 1 Office Asst - \$92,974
- 12 Patrol Vehicles - \$383,376
- 2 Detective Vehicles -\$21,533



**Total: 8,511,406**

# Creating a Transit Police Department

- Personnel and equipment costs for a Transit Police Department would be similar to the cost of contracting law enforcement services
- Approximate Salaries (Including benefits)
  - Officer \$164,000
  - Sergeant \$198,000
  - Lieutenant \$230,000
- A staff study or outside consultant would be needed to identify actual cost for the creation and on-going costs of a Transit Police Department



# Creating a Transit Police Department



- Considerations:
  - Liability (Lawsuits etc.)
  - Liability Insurance increase
  - Technology cost
  - Emergency Equipment cost (Weapons, body armor, handcuffs etc.)
  - Vehicle cost, maintenance and replacement
  - Professional staff cost
  - Building, armory, evidence room, holding cells etc.
  - On-going training (Equipment and training locations)
  - Certification Process and on-going P.O.S.T. Cost
  - Specialized assistance from outside agency (Homicide, SWAT etc.)



# Benefits of Creating a Transit Police Department

- MTS Culture
- MTS Mission, Vision, Core Values
- Increase rider perception of safety
- Faster response times
- Able to handle all crimes and mental health emergencies
- Investigations get priority
- Stronger oversight
- More operational control



# Questions?



**Metropolitan  
Transit  
System**

## **Agenda Item No. 22**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

July 27, 2023

**SUBJECT:**

Zero Emission Bus (ZEB) Program and Transition Plan Update (Mike Wygant, Kyle Whatley, and Heather Furey)

**INFORMATIONAL ONLY**

Budget Impact

None.

**DISCUSSION:**

In October 2017, the Board of Directors authorized the Chief Executive Officer (CEO) to develop a Pilot Project to test the use of ZEBs in MTS's service area to further understand the potential impacts of the proposed California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation. In 2018, CARB passed the ICT regulation, which mandated transit operators with fleets larger than 100 buses to fulfill specific ZEB purchase requirements starting in 2023. In September 2020, the Board of Directors approved the ZEB Rollout Plan for submittal to CARB and the MTS ZEB Transition Plan.

To support the ZEB Transition Plan, MTS has procured the following:

- Thirteen (13) 40-foot low-floor battery electric buses
- Twelve (12) 60-foot low-floor battery electric buses
- Twelve (12) plug-in depot chargers
- Eight (8) Power Cabinets (Overhead Charging System)
- Twenty-four (24) depot pantographs (Overhead Charging System)
- Charge Management System

MTS staff will provide the Board of Directors with an update on the ZEB Program and ZEB Transition Plan that will include: background, timeline performance analysis, infrastructure, funding, and ZEB transition pathway milestones.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

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



# Zero Emission Bus (ZEB) Performance and Transition Plan Update

Board of Directors

# Policy History

- Urban Fleet Transit Rule
  - Rule passed February 2000 by California Air Resources Board (CARB)
  - Alternative fuel path made way for CNG fleet
- Innovative Clean Transit Rule (ICT) (*January 1, 2023*)
  - Rule passed December 2018 by CARB
  - Rollout plan due to CARB by December 2020 (submitted and approved)
  - Convert fleet to Zero Emission Vehicles by 2040 (Governor's goal)
  - 60 foot, 45 foot & Minibuses exempt until 2026

***\*Innovative Clean Transit Rule (2018):***

ZEB Purchase Mandate: The regulation requires transit agencies to acquire a minimum number of ZEBs at the time of new bus purchases, based on the following schedules:

**Large Transit Agencies**

2023 – 25 percent

2026 – 50 percent

2029 and after – 100 percent

# MTS Timeline

- Board approved pilot program in October 2017
- Pilot Charging Infrastructure installed (plug-in stand-alone chargers):
  - Imperial Ave Division – July 2019
  - Kearny Mesa, East County & South Bay Divisions – April 2020
- Battery electric buses begin in-service December 2019
- South Bay Overhead Master Plan – August 2020
- Transition Study & CARB's Rollout Plan approved Sept 2020
  - CARB approved MTS Rollout Plan December 2020
- Pilot program ended December 2021



# MTS Timeline (Continued)

- IAD Overhead Charging Master Plan (May 2022)
- Iris Rapid
  - Preliminary operating plan (completed)
  - Bus route infrastructure - Iris West (completion June 2023)
  - Overhead charging infrastructure
    - Phase I/II construction (tentative Sept 2023)
  - Articulated sixty-foot electric bus tentative to begin revenue service Oct 2023
    - Pilot bus delivered March 17, 2023
  - Micro-grid solution – tentative construction start mid-late 2024

Charge Management Software RFP (CMS) awarded March 2023





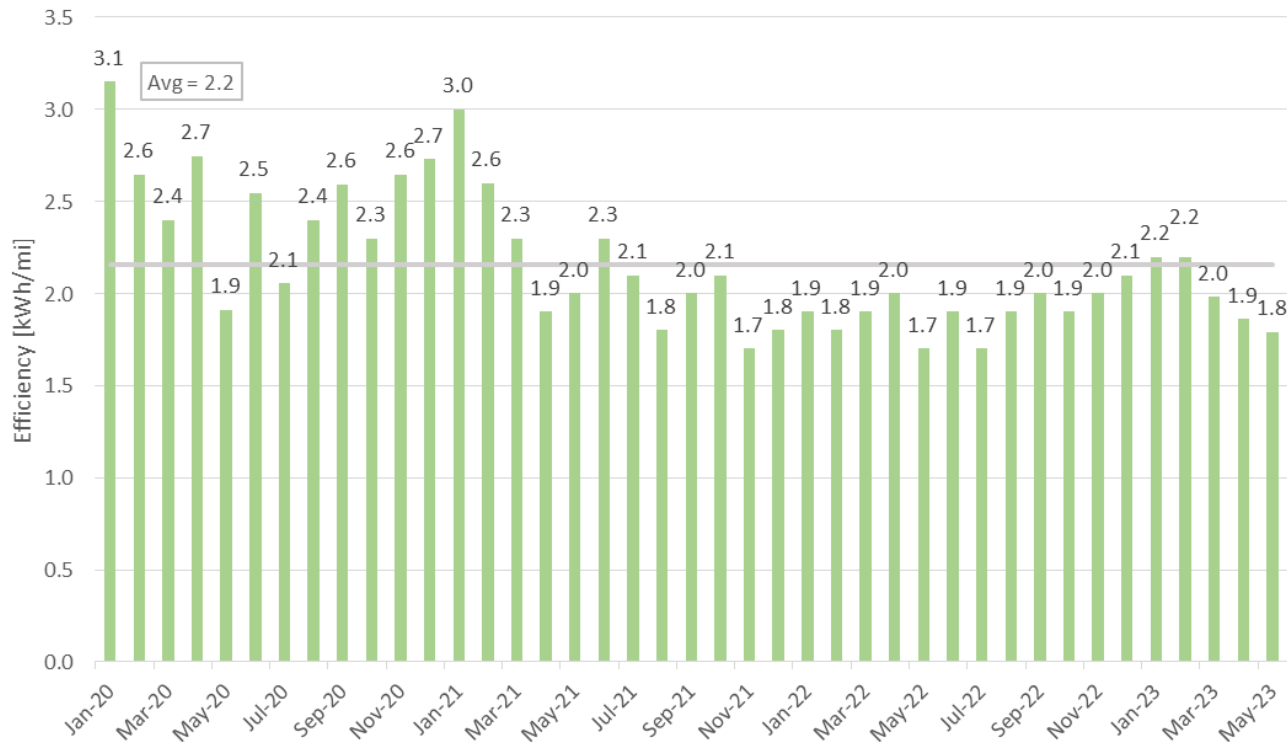
# ZEB Program Performance Report



January 2020 – May 2023

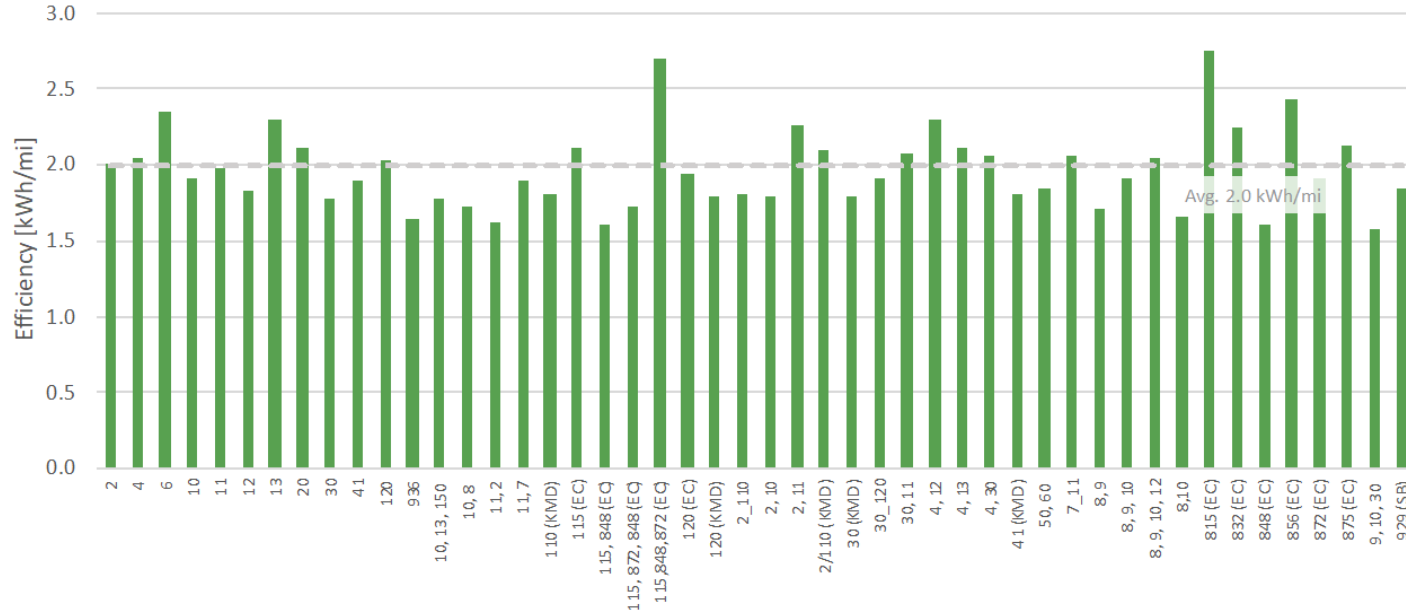


# Monthly Fleet Efficiency (Total Miles)



- Efficiency shown is at the meter
- Data from Fleetwatch and SDG&E bills
- Not in line with power bill dates; 1<sup>st</sup> to end of the month

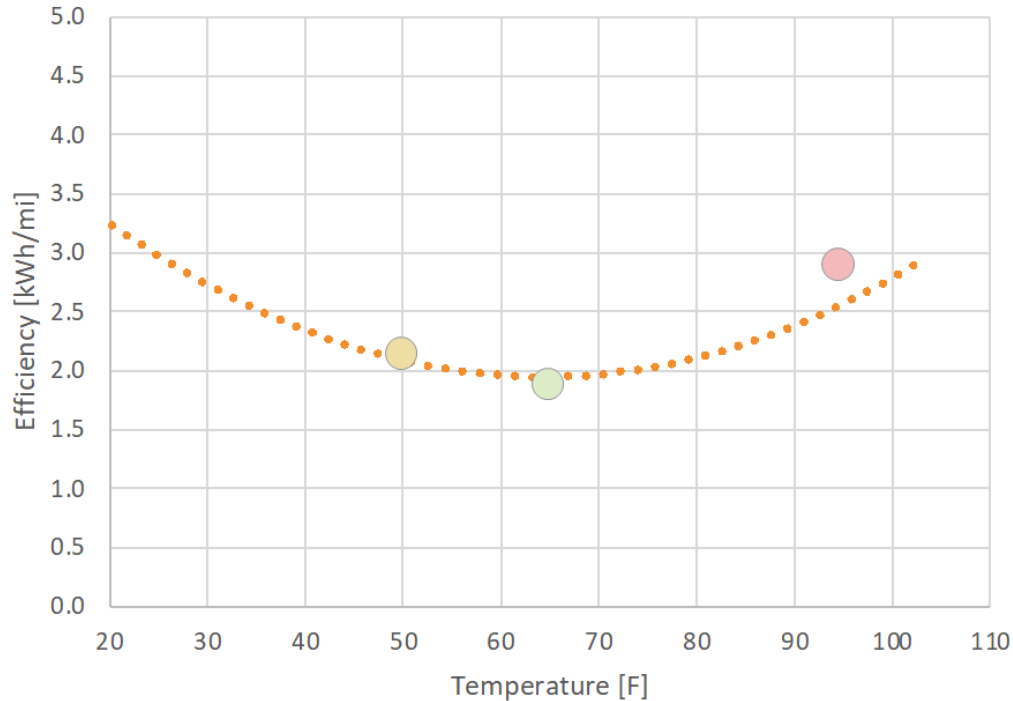
# Avg. Efficiency by Route (Revenue Miles)



## Notes:

- Data from 360 Reports for Jan 2020 – May 2023
- Efficiency calculated at bus, not meter

# Efficiencies vs. Temperatures

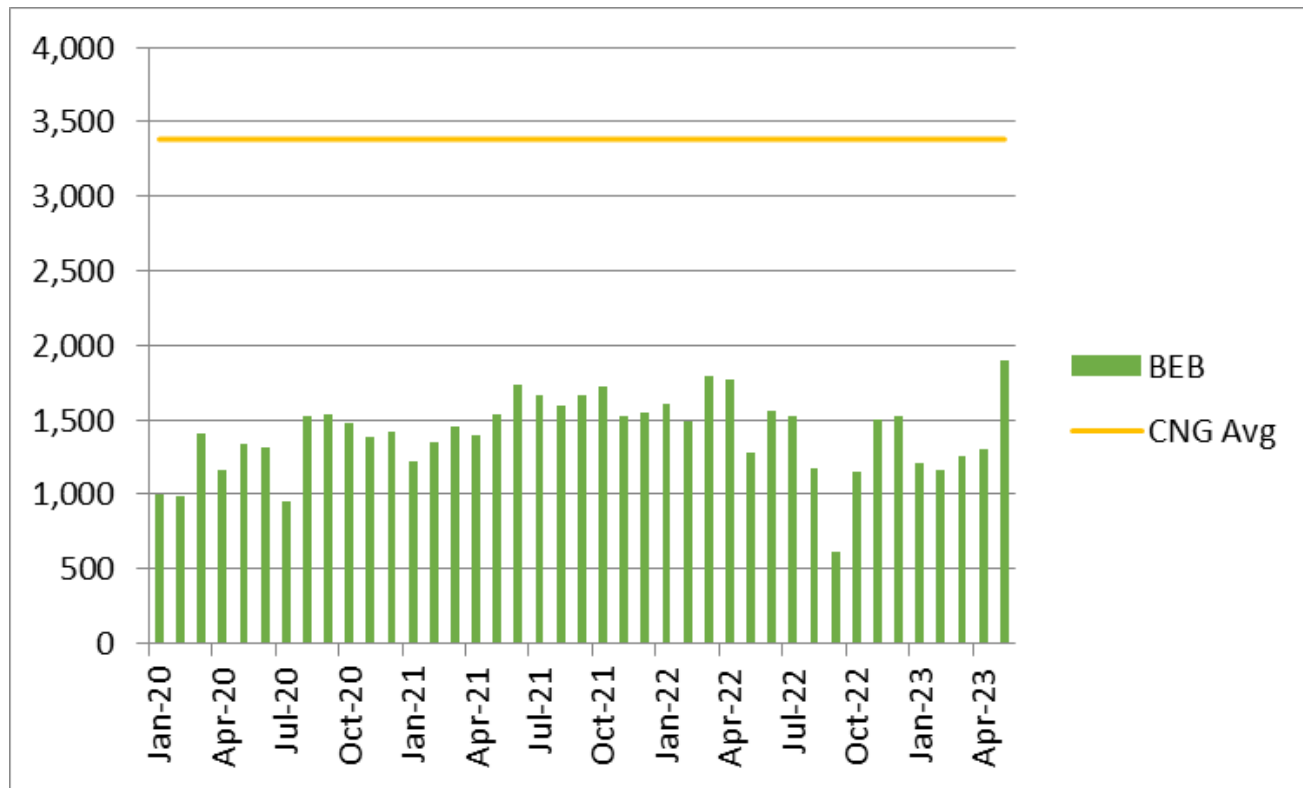


Temperature [°F]	+/- °F	Percentile	Avg. Eff. [kWh/mi]
50	2	3%	2.2
65	5	41%	1.9
95	5	99%	2.9

## Notes:

- Individually observed efficiencies
- Data from 360 Reports
- Jan 2020 – May 2023
- Excludes all runs under 10 miles

# CNG vs. BEB Monthly Mileage



Avg. CNG	3,383
Avg. BEB	1,408

## Notes:

- Total BEB Miles = 540,000 as of May 2023

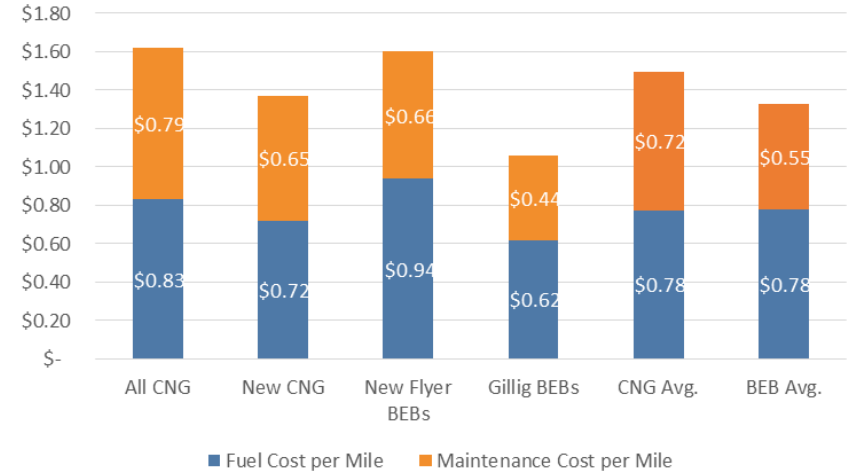
# Efficiency Summary

- Environmental Factors
  - Topography
  - Speed
  - Climate
  - Driver Behavior
- **Range** (130 miles on Avg)
  - Range varies based on environmental factors (max 150 miles)
  - Limited routes available within range limitation



# CNG vs. BEB Fuel & Maintenance

Fleet	Fuel/Energy Cost per Mile	Maintenance Cost per Mile	Combined
All CNG	\$ 0.83	\$ 0.79	\$ 1.62
New CNG	\$ 0.72	\$ 0.65	\$ 1.37
CNG Avg	\$ 0.78	\$ 0.72	\$ 1.50
New Flyer BEB	\$ 0.94	\$ 0.66	\$ 1.60
Gillig BEB	\$ 0.62	\$ 0.44	\$ 1.06
BEB Avg.	\$ 0.78	\$ 0.55	\$ 1.33

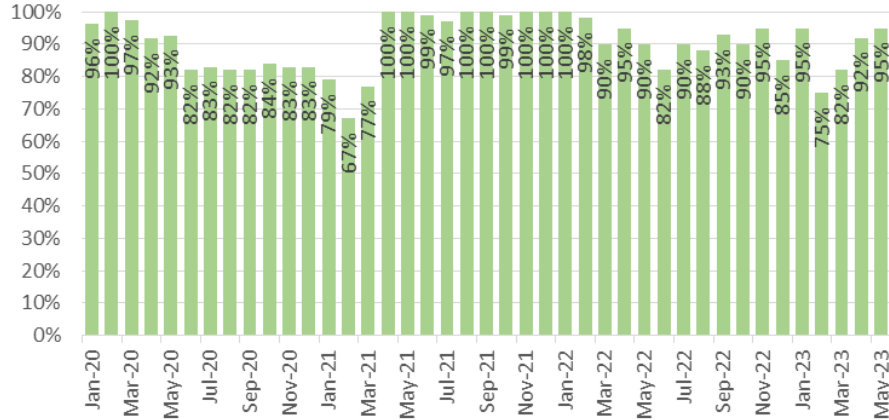


## Notes:

- Data from MTS mtc/fuel data pull (May 2023)
- CNG maintenance cost/mile includes work order costs only
- Data from Jan 2020 – May 2023
- New CNG = (1400 Series = 10 buses)

# Availability

Avg. Monthly Availability All Stations

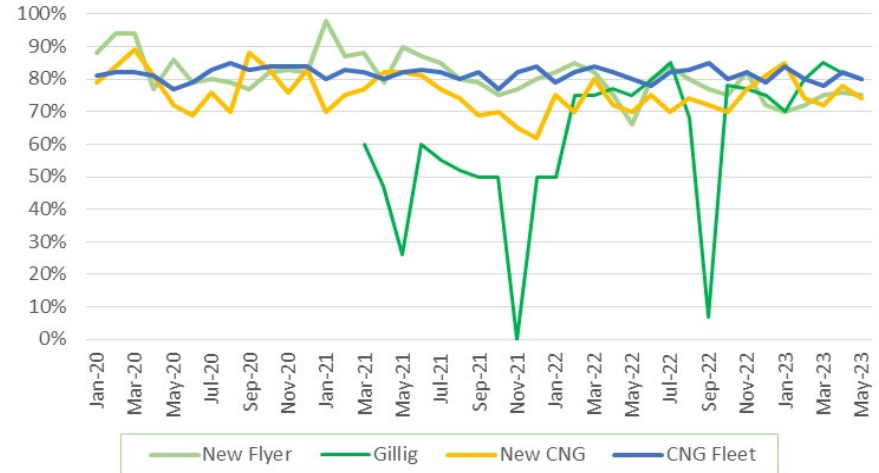


## Charger Availability-

- Stations 1-6 came online in January; Stations 7-12 came online in May
- Data from MTS for Jan 2020 – May 2023
- South Bay chargers have been offline due to a circuit breaker issue since May 2020
- Annual Avg = 90%

## Bus Availability-

- Data from MTS for Jan 2020 – May 2023
- New Flyer BEB Avg. **77%**
- Gillig BEB Avg. **62%**
- New CNG Avg. **76%**
- CNG Fleet Avg. **82%**



# ZEB Program Summary

- Positive Experiences
- Technology Advancement
  - Battery density
  - Overhead charging design
  - Hydrogen
- Zero tailpipe emissions



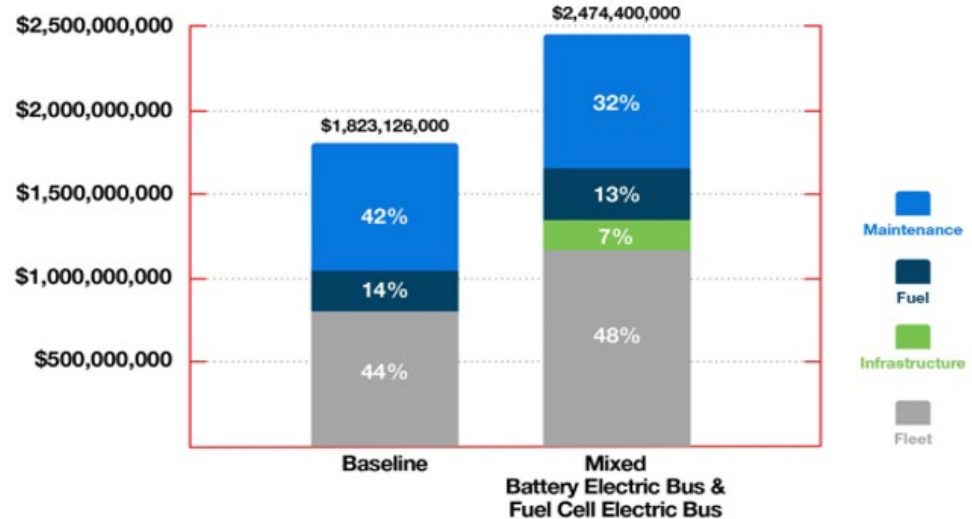


# ZEB Program Summary (Continued)

## Lessons Learned:

- Cost
  - CNG (\$590,000) vs. BEB (\$1.2 Mil)
  - CMS (\$1.5 Mil – 7 years)
- Charging Limitation:
  - Avg. charge time: 3.5 hours
- Programming and integration
- Unique infrastructure design
  - SDG&E Programs

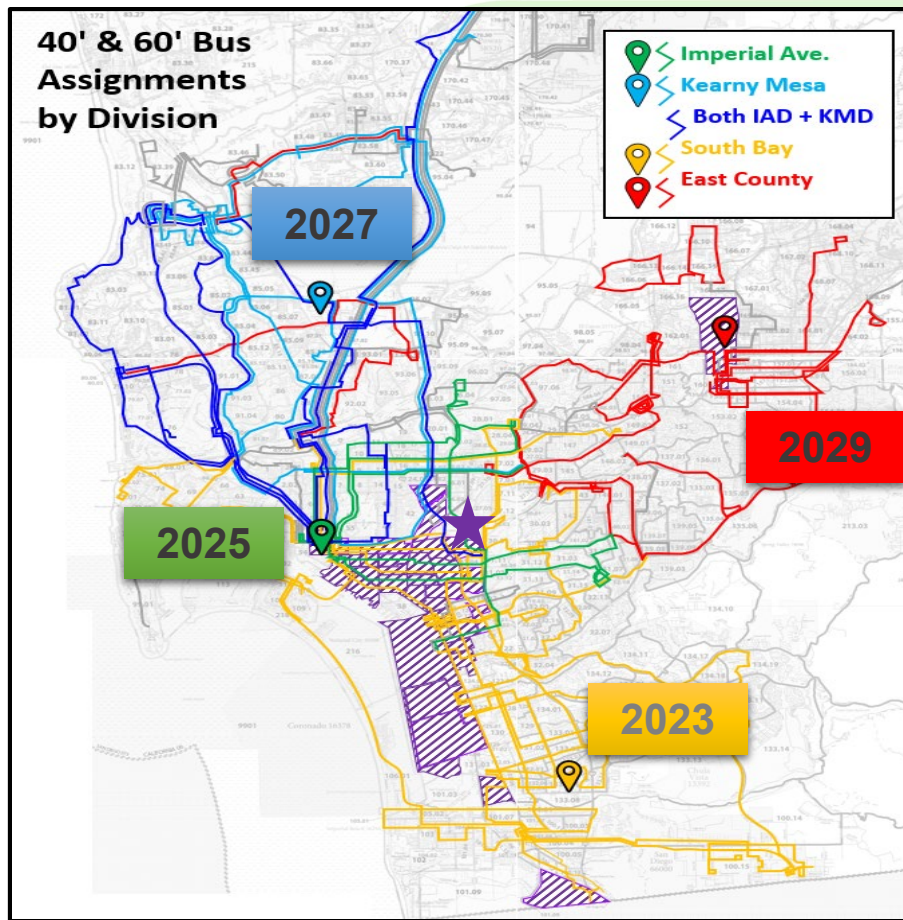
## TOTAL TRANSITION COSTS 2020-2040



# ZEB Deployment

- Four divisions for 40'/60' buses
  - Imperial Ave. (Downtown)
  - Kearny Mesa
  - South Bay (Chula Vista)
  - East County (El Cajon)
- Divisions require charging infrastructure
  - Prioritize charging infrastructure
  - DAC-serving routes operate from each division

★ Proposed CTAC Site



# Construction at Bus Divisions

- **Planned Buildout through 2029:**
  - South Bay
    - 2023 – 24 positions
    - 2027 – 49 new and 73 total positions
  - Imperial Avenue
    - 2025 – 30 positions
  - Kearny Mesa
    - 2027 – 27 positions
  - East County
    - 2029 – 32 positions
  - Division 6 Required for post 2029 growth



# South Bay Charging Infrastructure Photos





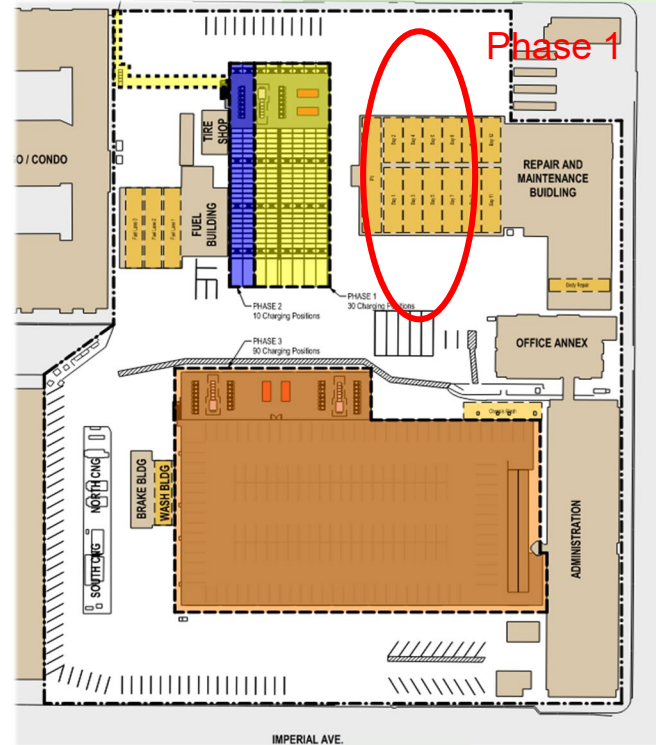
# South Bay Maintenance Facility

- **South Bay Division (Chula Vista)**
  - First Installation at MTS
  - Master Plan completed 2020
  - Total of 11 phases to support potential 240 BEBs
  - Phase 1: 24 overhead charging positions
    - Construction Contract Executed: 2022
    - SDG&E Rebate of approx. \$1M once complete
    - System Commissioned: Mid 2023
  - Next Phase: 50 more positions, 2026 and 2027



# Imperial Avenue Division

- **Imperial Avenue (Downtown)**
  - Master Plan: Complete May 2022
    - Charging positions for 161 buses
    - Phase 1 - 30 positions
    - Phase 3 - overhead parking deck
  - Project Schedule – Phase 1:
    - Design Complete: Fall 2023
    - Advertise for Construction: Fall 2023
    - Construction Complete: Spring 2025



# Kearny Mesa and East County

- **Kearny Mesa**

- Master Plan: 2023
- Design: 2024
- Construction: 2025-2027
- 2027 - 27 Overhead Charging Positions in use

- **East County**

- Master Plan: 2025
- Design: 2026
- Construction: 2027-2029
- 2029 - 32 Overhead Charging Positions in use



# New all-ZEB Division

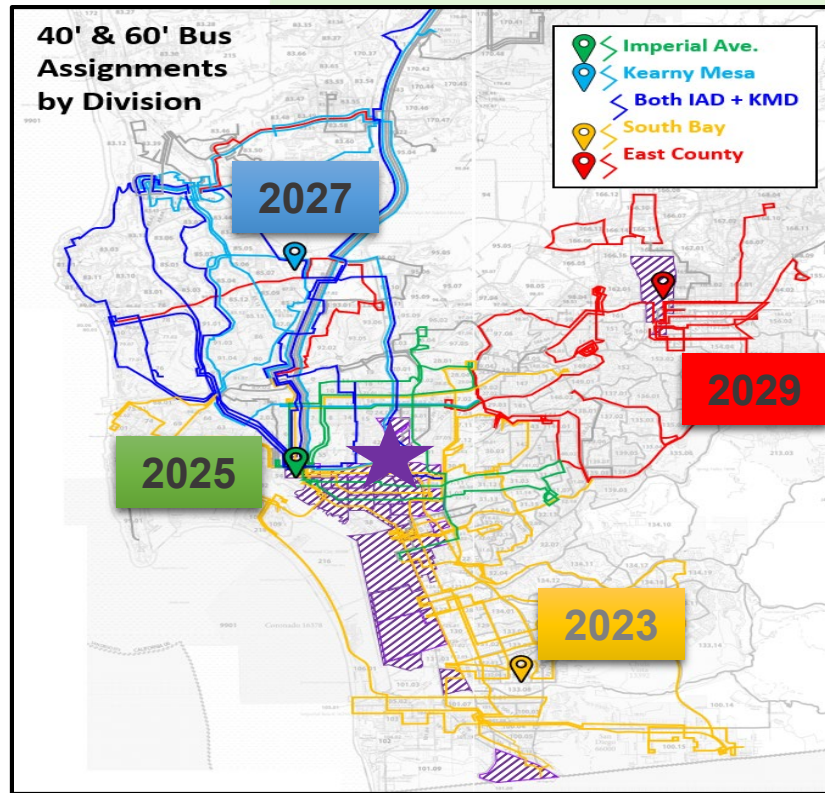
- **CTAC**

- New all-ZEB division located in the heart of future service
- Adds capacity for expansion, ZEB transition
- Focus on jobs, tech, innovation, and training
- Preferred site located on Federal Bl. near 47th



- **Current Status:**

- Actively Seeking Federal Funding
- NEPA Certification: Fall 2022
- CEQA Certification: Anticipated Summer 2023
- SANDAG to deliver the project via Design-Build
- With Funding could be complete by 2028





# Funding

- **MTS received funding: (\$58,000,000)**
  - Low Carbon Transit Operations Program (LCTOP) = \$9 Million
  - Hybrid and Zero Emission Truck and Bus Voucher Incentive Program (HVIP) = \$2.3 Million (received for the sixteen (16) buses and six (6) chargers)
    - \$120,000 to \$165,000 per bus & \$30,000 per charger
    - Future applications do not allow infrastructure to eligible
  - Transit Intercity Rail Capital Program (TIRCP)
    - 2018 Award for Iris Rapid Service: \$22 Million
    - 2022 Award for IAD Overhead Charging Construction = \$8 Million
    - 2023 Award for KMD Overhead Charging Construction = \$12 Million
  - SDG&E's Power Your Drive Fleets (SB 350) = 1.2 Million (estimated 20%) (towards Iris Rapid)
  - Community Project Funding = \$3.6 Million

# Funding (Continued)

- **Opportunities:**

- California Energy Commission Grants
  - Energize
- VW Mitigation Fund = Requested \$1.2 Million
- Low/No (ZEB Program – Federal)
  - Applied four times and denied.
  - New application submitted March 2023
- Buses and Facilities Grant – New Division (Zero Emission/Sustainability)
  - No award for FY21& FY22



# Funding (Continued)

- Governor's Budget

## FY 2023-24 Budget Overview

- **\$297 billion** budget with **\$22.5 billion deficit** in FY 2023-24
- Governor proposed several investments and budget reductions including the following:
  - **\$2 billion reduction** in TIRCP funding
  - **\$2.5 billion reduction** in several ZEV programs, with \$1.4 billion offset by shifting Cap-and-Trade resources to fund these programs
    - **\$1.1 billion** total reduction in ZEV programs

# Transition Costs

	Baseline	25% Accelerated (Mixed Fleet) – Original Cost Estimate	25% Accelerated (Mixed Fleet) – New Cost Estimate	Difference % (Mixed Fleet)
Fleet	\$808,294,000	\$1,181,414,000	\$1,240,591,000	5% Increase
Fuel	\$252,569,000	\$252,569,000	\$328,618,000	30% Increase
Infrastructure	\$ -	\$165,483,000	\$187,053,000	12% Increase
Maintenance	\$762,263,000	\$806,232,000	\$806,232,000	0%
<b>Total</b>	<b>\$1,823,126,000</b>	<b>\$2,490,464,000</b>	<b>\$2,562,494,000</b>	<b>3% Increase</b>
Incremental over Baseline		\$667,338,000	\$739,368,000	10% Increase
<b>ZEB % in 2040</b>	<b>2%</b>	<b>95%</b>	<b>95%</b>	

*Note: Transition assume that the fleet cannot be expanded and require 1:1 replacement of vehicles*

# Upcoming Milestones

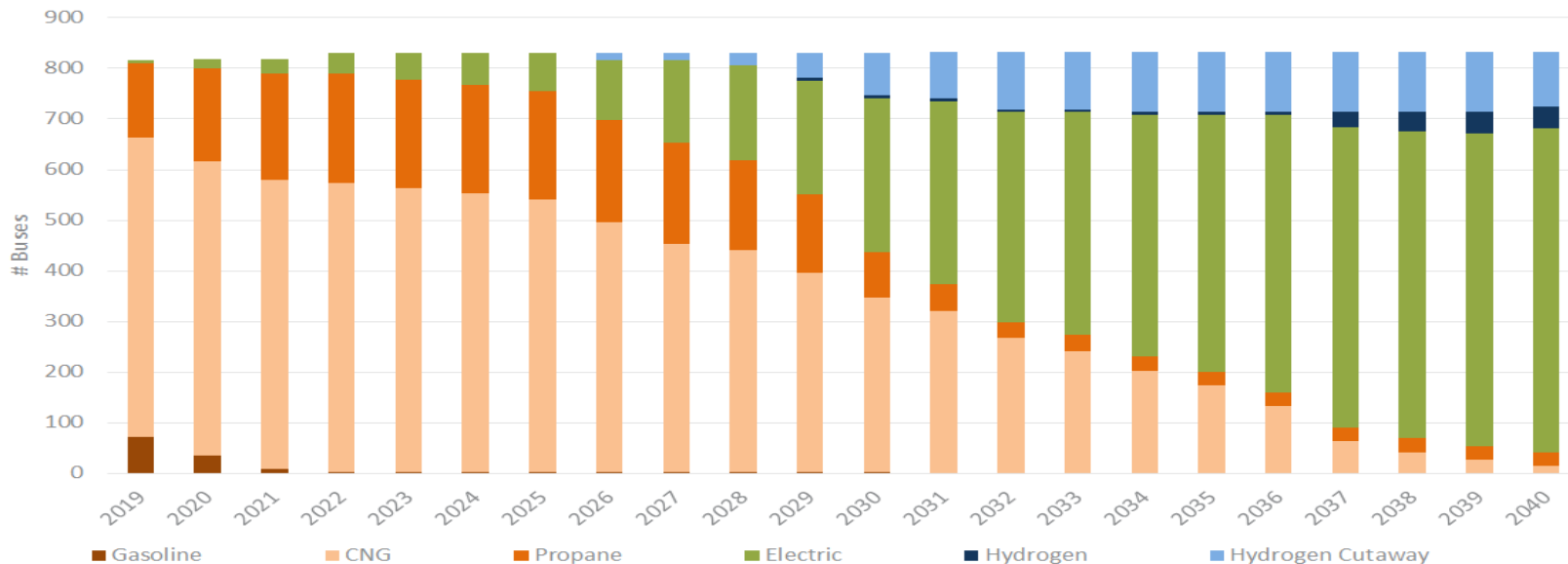
- Charge Management Software Commissioning (June – Sept 2023)
- Delivery of twelve (12) sixty-foot battery electric buses Aug/Sept 2023
- Commence South Bay Overhead Charging Aug/Sept 2023
- CTAC NEPA Clearance July 2023 (Received)
- KMD Master Plan Complete 2023
- IAD ZEB Phase 1 Design Complete September 2023



# Upcoming ZEB Procurement Timeline

- 2023 – 2025: 25% ZEB of bus procurement (expected avg. = 10 ZEBs annually)
- 2026 – 2028: 50% ZEB of bus procurement (expected avg. = 25 ZEBs annually)
- 2029 and on: 100% ZEB procurement (approximately 50 ZEBs annually)
- Ongoing infrastructure to support transition

# 25% Early Adoption Pathway

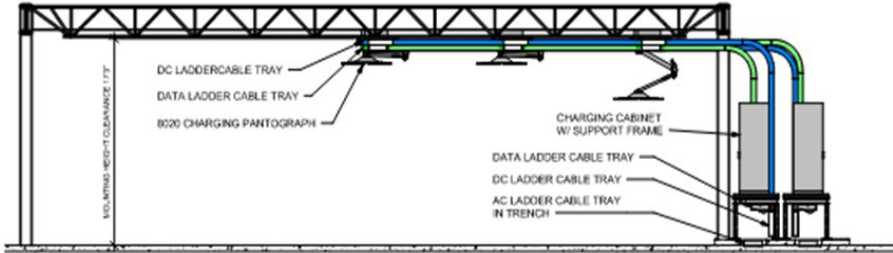


*Assumes purchase of 25% ZEBs 2020-2022 prior to CARB ICT mandate; only applicable to 40' bus purchases*



# Final Summary (Recap)

- Overhead Charging Infrastructure
  - Low Voltage Equipment lead times a challenge
- Funding
- Continuing Board Approved Transition Plan Pathway
  - 25% Early Adoption – 100% by 2040 (Mixed Fleet)
  - Front loaded two (2) BEBs 2023/2024



# Questions





## Agenda Item No. 23

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

July 27, 2023

#### SUBJECT:

Grants Administration Report (Kena Teon and Julia Tuer)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

In April 2021, the San Diego Metropolitan Transit System (MTS) created a new Grants Team, which includes the following positions: Grants Administrator, Financial Analyst, Manager of Government Affairs, and Transit Asset Management Program Manager. The Grants Team manages all federal and state programs for both formula and competitive grants.

Staff will provide a report of all grant administration activities over the past year.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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



# Grants Administration Report



Board of Directors

# MTS Grants Team Introduction

- Team established in April 2021
- Comprised of two (2) areas: **Administration** and **Finance**
  - **Administration:**
    - Julia Tuer, Manager of Government Affairs
    - Kena Teon, Grants Administrator
  - **Finance:**
    - Eric Cheng, Transit Asset Management Program Manager
    - Etta Bowman, Financial Analyst

# Overview of Grants Administration

The Grants Management responsibility is undertaken by the Grants Administrator and Financial Analyst who report directly to the Manager of Government Affairs and Transit Asset Management Program Manager.

- **Administration:** Responsible for all day-to-day Grants Administration process
  - Kena Teon, Grants Administrator
- **Finance:** Responsible for all day-to-day financial aspects of the grant process
  - Etta Bowman, Financial Analyst

# Formula Grants

- Formula funds are allocated to MTS annually based on a range of characteristics such as population, revenue miles reported to the National Transit Database, etc.
- Formula funds do not rely on a competitive process for allocating funds
- Formula grant funds are primarily used for preventive maintenance and capital projects, and are paid on a reimbursement basis
- Funding sources include:
  - Federal Transit Administration (Federal)
  - Caltrans (State)
  - Transit Security Administration (TSA)



# Formula Grants

- Section 5307: \$58,911,715
- Section 5337: \$42,787,023
- Section 5339: \$4,146,276
- Section 5311: N/A\*
- LCTOP: \$8,103,037
- State of Good Repair: \$5,095,907
- TSA – Nat’l Explosives Detection Canine Team Program: \$151,500

*\*No additional 5311 formula funds requested in FY22/23; utilizing existing federal stimulus funding for rural bus operations.*

Grant Program	Granting Agency	Typical Funded Projects
Section 5307	FTA	Bus and Rail Preventive Maintenance, Bus Procurements
Section 5337	FTA	Bus and Rail Preventive Maintenance
Section 5339	FTA	ADA/Paratransit/Bus Procurements
Section 5311	FTA/Caltrans	Rural Bus Operations
Low Carbon Transit Operations Program (LCTOP)	Caltrans	Zero Emission Bus Procurements
State of Good Repair	Caltrans	Light Rail Vehicle Replacements
TSA - National Explosives Detection Canine Team Program	TSA	TSA Canine Team Reimbursement

# Competitive Grants

- Competitive grants are “competitive” in nature and often have hundreds of applicants
- Priority list of projects are identified during approved annual CIP process
- Competitive grants have unique set of performance goals/criteria that must be met in order to be qualified
- Identification of priority project that fits within grant timeframe and criteria

# Competitive Federal Grants (2022-2023)

Grant Program	Granting Agency	Award Requested	Status	Project
Areas of Persistent Poverty Program (2022)	FTA	\$850,000	No Award	San Ysidro transit Center Track Improvements
Innovative Coordinated Access Mobility (2022)	FTA	\$35,000	No Award	Travel Training and Assessment Center
Route Planning and Restoration Program (2022)	FTA	\$750,000	Awarded	Orange Line Improvements
Transit Security Grant Program (TSGP) (2022)	FEMA	\$68,450	No Award	Software Project
Strengthening Mobility and Revolutionizing Transportation (SMART) (2022)	DOT	\$223,808	No Award	Bus: Improving Pass Ups; and Rail: LRV Optical Data Transfer
5339(b) Bus and Bus Facilities (2022)	FTA	\$13,661,600	No Award	12 <sup>th</sup> & Imperial Transit Center Rehab*
5339(c) Low-No Emissions Grant Program (2022)	FTA	\$127,200,000	No Award	CTAC - Division 6
5311(f) Intercity Bus Program (2022)	FTA/Caltrans	\$273,466	Awarded	Rural Intercity Bus Operations - Route 894
5310 Specialized Transportation (STGP) Cycle 12 (2022)	FTA/SANDAG	\$952,861	Awarded	ADA Bus Procurement
Areas of Persistent Poverty Grant (2023)	FTA	\$1,000,000	No Award	ECMF Design ZEB Infrastructure
FY23Community Project Funding: Scott Peters (2023)	FTA	\$1,880,000	Awarded	IAD Charging Infrastructure
FY23Community Project Funding: Juan Vargas (2023)	FTA	\$1,000,000	Awarded	CTAC – Planning Phase
5339(b) Bus / 5339(c) Low-No Programs (2023)	FTA	\$109,210,500	No award	CTAC

*\*12<sup>th</sup> & Imperial Transit Center Rehab project subsequently funded via TIRCP award*

# Competitive State Grants (2022-2023)

Grant Program	Granting Agency	Award Requested	Status	Project
EnergIZE – CEC and CalStart ZEV Incentive Program (2022)	CEC	\$377,420	No Award	Charger Management System
Clean CA Local Grant Program (2022)	Caltrans	\$1,400,000	No Award	Beyer Blvd Beautification Project
Clean CA Local Grant Program (2023)	Caltrans	\$1,604,000	Pending	Beyer Blvd Beautification Project
Transit and Intercity Rail Capital Program (TIRCP) – 2022	Caltrans	\$33,544,000	Awarded	Zero-Emission Transit Enhancements/Orange Line Upgrades
Transit and Intercity Rail Capital Program (TIRCP) - 2023	Caltrans	\$60,447,712	Awarded	Zero-Emission Transit Enhancements 2.0/Orange Line Upgrades
Affordable Housing and Sustainable Communities Program (AHSC)*	SGC	\$8,264,258	Pending	Alvarado Creek Apartments - \$ towards transit component of project
Affordable Housing and Sustainable Communities Program (AHSC)*	SGC	\$9,511,586	Pending	Mirka Towers - \$ towards transit component of project
Affordable Housing and Sustainable Communities Program (AHSC)*	SGC	\$9,000,000	Pending	Riverwalk/Wakeland Development - \$ towards transit component of project

*\*Participated as a transportation partner in application*

# Housing & Community Development Partnerships

## Affordable Housing and Sustainable Communities Program (Round 7)

- Final Application submitted April 7
- Award Announcement August 2023

## Previous Rounds:

- Round 1 (2016): Cornerstone Place (El Cajon) – Awarded
- Round 3 (2018): Keeler Court in Southcrest (San Diego) - Awarded
- Round 5 (2020): Southwest, Grantville, Mt Etna (San Diego) – No award
- Round 6 (2022) Mt. Etna in Clairemont Mesa (San Diego) – No Award

# Housing & Community Development Partnerships (Cont'd)

- Transformative Climate Communities (Round 5)
  - Final Application due August 2023
  - Award Announcements December 2023

# Grant Reporting & Audits

- Federal Transit Administration (FTA) requires grantees to submit financial reports and narrative progress reports on a quarterly basis for all active, executed grants
  - Federal Financial Reports (FFR's) and Milestone Progress Reports (MPR's)
- Other federal, state, and local programs require periodic financial and narrative reporting to track grant activity
- Grant process generally consists of the following stages after an application has been submitted and successfully awarded:
  - Execution of Award; Periodic Financial and Narrative Reporting; Drawdowns and Monitoring; Grant Revisions and Amendments; and Closeout
- Transit held to high standards for safety, performance, cost efficiency
  - Participate in various audits to ensure proper use of grant funds
- 30 total open/active grants being managed



# Upcoming Grant Opportunities: Project Priorities

- Clean Transit Advancement Campus (Division 6)
- Zero Emission Bus – Charging Infrastructure at Bus Divisions
- Zero Emission Bus – Vehicle Purchases
- Variable Message Sign (VMS) Replacements
- Bus Stop Improvements
- Grade Separation Projects
- Light Rail Vehicle Replacements

# Questions or Comments



## Agenda Item No. 24

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

July 27, 2023

#### SUBJECT:

Operations Budget Status Report for May 2023 (Gordon Meyer)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

This report summarizes the year-to-date operating results for May 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 May 2023. Attachment A-2 details the May 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 May 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 May 2023, MTS's net-operating income favorable variance totaled \$4,812,000 (1.8%). Operations produced a \$2,273,000 (0.9%) favorable variance and the administrative/other activities areas were favorable by \$2,540,000.

#### MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through May 2023 were \$84,024,000 compared to the year-to-date budget of \$83,719,000, representing a \$305,000 (0.4%) favorable variance. Year-to-date passenger revenue was unfavorable to budget by \$1,899,000 (-3.0%) through May. Passenger revenue was \$11,917,000 (23.8%) higher than the prior year. Other operating revenue was favorable by \$2,204,000 (11.3%) primarily due to favorable interest income.



Operating Expenses. Year-to-date combined expenses through May 2023 were \$339,852,000 compared to the budget of \$344,360,000 resulting in a \$4,508,000 (1.3%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$150,626,000 compared to a budgetary figure of \$149,277,000 producing an unfavorable variance of \$1,350,000 (-0.9%). This is primarily due to unfavorable healthcare costs within Bus Operations.

Outside Services and Purchased Transportation. Outside services in total through May 2023 were \$112,261,000 compared to a budget of \$117,358,000 resulting in a favorable variance of \$5,097,000 (4.3%). This is primarily due to favorable purchased transportation costs for both fixed-route service as well as paratransit service. Purchased transportation costs are favorable primarily due to the impacts of the bus operator work stoppages at the South Bay, East County, and Copley Park divisions.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$14,943,000 compared to a budgetary figure of \$14,988,000 resulting in a favorable variance of \$45,000 (0.3%).

Energy. Total year-to-date energy costs were \$48,008,000 compared to the budget of \$48,670,000 resulting in a favorable variance of \$661,000 (1.4%). 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 \$7,189,000 compared to the budget of \$7,007,000 resulting in an unfavorable variance totaling \$182,000 (-2.6%). This is primarily due to settlement claims in Rail Operations.

General and Administrative. The year-to-date general and administrative costs were \$5,339,000 through May 2023 compared to a budget of \$5,563,000 resulting in a favorable variance of \$224,000 (4.0%). This is primarily due to favorable Pronto fare materials usage and credit card fees.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$1,486,000 compared to the budget of \$1,498,000 resulting in a favorable variance of \$12,000.

#### YEAR-TO-DATE SUMMARY

The May 2023, year-to-date net-operating income totaled a favorable variance of \$4,812,000 (1.8%). These factors include favorable variances in other operating revenue, outside services, materials and supplies, energy, general and administrative, and vehicle/facility leases, partially offset by unfavorable passenger revenue, personnel costs, and risk management.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Comparison to Budget

**MTS**  
**CONSOLIDATED**  
**COMPARISON TO BUDGET - FISCAL YEAR 2023**  
**MAY 31, 2023**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 62,322	\$ 64,221	\$ (1,899)	-3.0%
Other Revenue	21,702	19,498	2,204	11.3%
<b>Total Operating Revenue</b>	<b>\$ 84,024</b>	<b>\$ 83,719</b>	<b>\$ 305</b>	<b>0.4%</b>
Personnel costs	\$ 150,626	\$ 149,277	\$ (1,350)	-0.9%
Outside services	112,261	117,358	5,097	4.3%
Materials and supplies	14,943	14,988	45	0.3%
Energy	48,008	48,670	661	1.4%
Risk management	7,189	7,007	(182)	-2.6%
General & administrative	5,339	5,563	224	4.0%
Vehicle/facility leases	1,486	1,498	12	0.8%
Administrative Allocation	(0)	0	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 339,852</b>	<b>\$ 344,360</b>	<b>\$ 4,508</b>	<b>1.3%</b>
<b>Operating Income (Loss)</b>	<b>\$ (255,828)</b>	<b>\$ (260,641)</b>	<b>\$ 4,812</b>	<b>1.8%</b>
<b>Total Non-Operating Activities</b>	<b>832</b>	<b>319</b>	<b>512</b>	<b>160.4%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (254,996)</b>	<b>\$ (260,321)</b>	<b>\$ 5,325</b>	<b>-2.0%</b>

**OPERATIONS  
CONSOLIDATED**

**COMPARISON TO BUDGET - FISCAL YEAR 2023**

**MAY 31, 2023**

**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 62,322	\$ 64,221	\$ (1,899)	-3.0%
Other Revenue	881	848	33	3.9%
<b>Total Operating Revenue</b>	<b>\$ 63,203</b>	<b>\$ 65,070</b>	<b>\$ (1,867)</b>	<b>-2.9%</b>
Personnel costs	\$ 126,083	\$ 125,210	\$ (873)	-0.7%
Outside services	91,893	96,319	4,426	4.6%
Materials and supplies	14,898	14,947	49	0.3%
Energy	46,905	47,545	641	1.3%
Risk management	6,301	6,127	(174)	-2.8%
General & administrative	854	934	81	8.6%
Vehicle/facility leases	1,271	1,262	(9)	-0.7%
Administrative Allocation	28,034	28,034	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 316,239</b>	<b>\$ 320,379</b>	<b>\$ 4,140</b>	<b>1.3%</b>
<b>Operating Income (Loss)</b>	<b>\$ (253,036)</b>	<b>\$ (255,309)</b>	<b>\$ 2,273</b>	<b>0.9%</b>
<b>Total Non-Operating Activities</b>	<b>136</b>	<b>183</b>	<b>(48)</b>	<b>-26.0%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (252,901)</b>	<b>\$ (255,126)</b>	<b>\$ 2,225</b>	<b>-0.9%</b>

**OPERATIONS**  
**BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2023**  
**MAY 31, 2023**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 17,678	\$ 18,163	\$ (485)	-2.7%
Other Revenue	55	14	41	299.9%
<b>Total Operating Revenue</b>	<b>\$ 17,733</b>	<b>\$ 18,176</b>	<b>\$ (444)</b>	<b>-2.4%</b>
Personnel costs	\$ 78,459	\$ 77,745	\$ (714)	-0.9%
Outside services	1,837	1,993	156	7.8%
Materials and supplies	6,051	6,239	188	3.0%
Energy	10,658	10,493	(165)	-1.6%
Risk management	2,535	2,578	43	1.7%
General & administrative	395	417	22	5.3%
Vehicle/facility leases	388	368	(19)	-5.2%
Administrative Allocation	5,245	5,245	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 105,567</b>	<b>\$ 105,078</b>	<b>\$ (489)</b>	<b>-0.5%</b>
<b>Operating Income (Loss)</b>	<b>\$ (87,835)</b>	<b>\$ (86,902)</b>	<b>\$ (933)</b>	<b>-1.1%</b>
<b>Total Non-Operating Activities</b>	<b>(146)</b>	<b>(131)</b>	<b>(15)</b>	<b>11.7%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (87,981)</b>	<b>\$ (87,033)</b>	<b>\$ (948)</b>	<b>1.1%</b>



**OPERATIONS**  
**RAIL (SAN DIEGO TROLLEY INC.)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2023**  
**MAY 31, 2023**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 24,137	\$ 24,978	\$ (841)	-3.4%
Other Revenue	826	835	(8)	-1.0%
<b>Total Operating Revenue</b>	<b>\$ 24,963</b>	<b>\$ 25,813</b>	<b>\$ (849)</b>	<b>-3.3%</b>
Personnel costs	\$ 46,836	\$ 46,689	\$ (147)	-0.3%
Outside services	7,542	7,378	(164)	-2.2%
Materials and supplies	8,774	8,648	(126)	-1.5%
Energy	25,150	25,333	183	0.7%
Risk management	3,751	3,534	(218)	-6.2%
General & administrative	441	493	52	10.6%
Vehicle/facility leases	552	557	5	0.9%
Administrative Allocation	20,383	20,383	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 113,429</b>	<b>\$ 113,015</b>	<b>\$ (414)</b>	<b>-0.4%</b>
<b>Operating Income (Loss)</b>	<b>\$ (88,465)</b>	<b>\$ (87,202)</b>	<b>\$ (1,264)</b>	<b>-1.4%</b>
<b>Total Non-Operating Activities</b>	<b>(5)</b>	<b>27</b>	<b>(32)</b>	<b>-120.2%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (88,471)</b>	<b>\$ (87,175)</b>	<b>\$ (1,296)</b>	<b>1.5%</b>

**OPERATIONS**  
**BUS - CONTRACTED SERVICES (FIXED ROUTE)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2023**  
**MAY 31, 2023**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 19,450	\$ 20,002	\$ (552)	-2.8%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 19,450</b>	<b>\$ 20,002</b>	<b>\$ (552)</b>	<b>-2.8%</b>
Personnel costs	\$ 629	\$ 620	\$ (9)	-1.5%
Outside services	70,299	73,394	3,094	4.2%
Materials and supplies	73	61	(12)	-19.2%
Energy	10,224	10,707	483	4.5%
Risk management	-	-	-	-
General & administrative	5	7	2	31.2%
Vehicle/facility leases	18	23	5	20.7%
Administrative Allocation	2,047	2,047	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 83,295</b>	<b>\$ 86,858</b>	<b>\$ 3,563</b>	<b>4.1%</b>
<b>Operating Income (Loss)</b>	<b>\$ (63,845)</b>	<b>\$ (66,856)</b>	<b>\$ 3,012</b>	<b>4.5%</b>
<b>Total Non-Operating Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (63,845)</b>	<b>\$ (66,856)</b>	<b>\$ 3,012</b>	<b>-4.5%</b>

**OPERATIONS**  
**BUS - CONTRACTED SERVICES (PARATRANSIT)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2023**  
**MAY 31, 2023**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 1,057	\$ 1,079	\$ (22)	-2.0%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 1,057</b>	<b>\$ 1,079</b>	<b>\$ (22)</b>	<b>-2.0%</b>
Personnel costs	\$ 159	\$ 156	\$ (3)	-2.1%
Outside services	11,927	13,267	1,340	10.1%
Materials and supplies	1	-	(1)	-
Energy	873	1,012	140	13.8%
Risk management	15	15	-	0.0%
General & administrative	13	17	4	23.3%
Vehicle/facility leases	314	314	0	0.1%
Administrative Allocation	359	359	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 13,661</b>	<b>\$ 15,140</b>	<b>\$ 1,479</b>	<b>9.8%</b>
<b>Operating Income (Loss)</b>	<b>\$ (12,604)</b>	<b>\$ (14,061)</b>	<b>\$ 1,458</b>	<b>10.4%</b>
<b>Total Non-Operating Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (12,604)</b>	<b>\$ (14,061)</b>	<b>\$ 1,458</b>	<b>-10.4%</b>

**OPERATIONS**  
**CORONADO FERRY**  
**COMPARISON TO BUDGET - FISCAL YEAR 2023**  
**MAY 31, 2023**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	287	287	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
<b>Total Operating Expenses</b>	<b>\$ 287</b>	<b>\$ 287</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Operating Income (Loss)</b>	<b>\$ (287)</b>	<b>\$ (287)</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Total Non-Operating Activities</b>	<b>287</b>	<b>287</b>	<b>-</b>	<b>0.0%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

**ADMINISTRATION  
CONSOLIDATED  
COMPARISON TO BUDGET - FISCAL YEAR 2023  
MAY 31, 2023  
(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	19,865	17,768	2,098	11.8%
<b>Total Operating Revenue</b>	<b>\$ 19,865</b>	<b>\$ 17,768</b>	<b>\$ 2,098</b>	<b>11.8%</b>
Personnel costs	\$ 24,094	\$ 23,607	\$ (487)	-2.1%
Outside services	20,346	20,992	646	3.1%
Materials and supplies	44	40	(4)	-9.9%
Energy	1,098	1,118	20	1.8%
Risk management	819	799	(20)	-2.5%
General & administrative	4,422	4,563	141	3.1%
Vehicle/facility leases	202	218	17	7.6%
Administrative Allocation	(28,051)	(28,051)	0	0.0%
<b>Total Operating Expenses</b>	<b>\$ 22,975</b>	<b>\$ 23,288</b>	<b>\$ 313</b>	<b>1.3%</b>
<b>Operating Income (Loss)</b>	<b>\$ (3,109)</b>	<b>\$ (5,520)</b>	<b>\$ 2,411</b>	<b>43.7%</b>
<b>Total Non-Operating Activities</b>	<b>930</b>	<b>136</b>	<b>794</b>	<b>582.5%</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ (2,179)</b>	<b>\$ (5,384)</b>	<b>\$ 3,204</b>	<b>-59.5%</b>

**OTHER ACTIVITIES  
CONSOLIDATED**

**COMPARISON TO BUDGET - FISCAL YEAR 2023**

**MAY 31, 2023**

**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	956	882	74	8.4%
<b>Total Operating Revenue</b>	<b>\$ 956</b>	<b>\$ 882</b>	<b>\$ 74</b>	<b>8.4%</b>
Personnel costs	\$ 450	\$ 459	\$ 10	2.2%
Outside services	22	47	25	52.9%
Materials and supplies	0	0	0	45.7%
Energy	6	6	1	10.5%
Risk management	69	81	12	15.2%
General & administrative	64	66	2	3.7%
Vehicle/facility leases	13	17	5	27.3%
Administrative Allocation	16	16	(0)	0.0%
<b>Total Operating Expenses</b>	<b>\$ 639</b>	<b>\$ 694</b>	<b>\$ 55</b>	<b>7.9%</b>
<b>Operating Income (Loss)</b>	<b>\$ 317</b>	<b>\$ 188</b>	<b>\$ 129</b>	<b>-68.6%</b>
<b>Total Non-Operating Activities</b>	<b>(234)</b>	<b>-</b>	<b>(234)</b>	<b>-</b>
<b>Income (Loss) before Capital Contributions</b>	<b>\$ 83</b>	<b>\$ 188</b>	<b>\$ (105)</b>	<b>-55.6%</b>

# Metropolitan Transit System FY23 Operating Budget – May 2023 Financial Review

MTS Board of Directors

# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2023 - FY 2023

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 62,322	\$ 64,221	\$ (1,899)	-3.0%
Other Operating Revenue	\$ 21,702	\$ 19,498	\$ 2,204	11.3%
<b>Operating Revenue</b>	<b>\$ 84,024</b>	<b>\$ 83,719</b>	<b>\$ 305</b>	<b>0.4%</b>

- Fare Revenue
  - Revenue favorable to prior year by \$12.0M (23.8%)
  - Passenger revenue at 71.2% of pre-COVID baseline in May
- Other Operating Revenue
  - Favorable interest income



# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2023 - FY 2023

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 150,626	\$149,277	\$ (1,350)	-0.9%
Purchased Transportation	\$ 78,519	\$ 82,624	\$ 4,105	5.0%
Other Outside Services	\$ 33,743	\$ 34,734	\$ 992	2.9%
Energy	\$ 48,008	\$ 48,670	\$ 661	1.4%
Other Expenses	\$ 28,957	\$ 29,056	\$ 99	0.3%
<b>Operating Expenses</b>	<b>\$ 339,852</b>	<b>\$344,360</b>	<b>\$ 4,508</b>	<b>1.3%</b>

- Personnel – unfavorable healthcare costs within Bus Operations
- Purchased Transportation – favorable for both Fixed Route and Paratransit
- Other Outside Services – favorable security, IT, Pronto, and Engines/Transmissions
- Energy – favorable electricity and CNG costs

# CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – MAY 31, 2023 - FY 2023

TOTAL OPERATING ACTIVITIES (\$000's)

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>VAR %</b>
MTS Operating Revenue	\$ 84,024	\$ 83,719	\$ 305	0.4%
MTS Operating Expenses	\$ 339,852	\$ 344,360	\$ 4,508	1.3%
<b>Total Net Operating Variance</b>	<b>\$ (255,828)</b>	<b>\$ (260,641)</b>	<b>\$ 4,812</b>	<b>1.8%</b>

- Net income favorable \$4.8M through May
  - Favorable variances expected to continue for purchased transportation and energy
  - Unfavorable variances expected in passenger revenue
  - Forecasting favorable variance through end of fiscal year
- FY23 midyear –budget include \$87.3M in stimulus funds based on maximum draw strategy
  - \$78.5M of \$87.3 of budgeted FY23 funds drawn to date
  - \$216.2M of total \$360.0M in CARES/ARP stimulus funds has been drawn since apportionment
  - \$143.8M in stimulus funds remaining
  - Excess revenues over expenses will go to Operating Deficit Reserve



## Agenda Item No. 26

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

July 27, 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 June 7, 2023 – July 18, 2023.

#### CEO TRAVEL REPORT (since last Board meeting)

July 6	CTA Executive Committee Meeting	Sacramento, CA
July 9-10	Conference of Minority Transportation Officials (COMTO) National Annual Meeting	Los Angeles, CA

#### BOARD MEMBER TRAVEL REPORT (since last Board meeting)

N/A



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
PWL363.1-23	IA&E INC	ADDITIONAL SERVICE	\$56,550.00	6/9/2023
PWG324.0-21JOC324-33	ABCGC	PROSPECT SQUARE PERMANENT REPAIR	\$18,584.03	6/12/2023
PWG347.0-22JOC347-15	ABCGC	E ST BOLLARD REPAIR	\$19,261.79	6/12/2023
G2216.7-19	LFL & MORESI	AMD 7 ADD FUNDS	\$25,000.00	6/12/2023
G2210.3-19	BAKER MILLER	AMD 3 ADD FUNDS	\$50,000.00	6/12/2023
G2214.6-19	ELDON FLOYD	AMD 6 ADD FUNDS	\$50,000.00	6/12/2023
G2218.5-19	TROVILLION, INVEISS & DEMAKIS, APC	AMD 5 ADD FUNDS	\$50,000.00	6/12/2023
G2215.7-19	FSML	AMD 7 ADD FUNDS	\$75,000.00	6/12/2023
G2217.-19	MARK BARBER	AMD 7 ADD FUNDS	\$75,000.00	6/12/2023
G2207.6-19	RYAN CARVALHO	AMD 6 ADD FUNDS	\$100,000.00	6/13/2023
G2385.2-20	DI TECHNOLOGY GROUP	EXTEND EXP	\$25,999.00	6/14/2023
B0755.0-23	CANADA TICKET INC.	ADA TICKET BOOKS	\$43,962.00	6/15/2023
PWG339.2-22	COMMUNICATION WIRING	LRV ROUTER PROJECT	\$88,813.31	6/21/2023
PWG324.0-21JOC324-20	ABCGC	SB MF 3620 HVAC	\$118,969.93	6/22/2023
PWB342.3-22	PALM ENG	CCO 003	\$97,575.71	6/28/2023
G2496.0-21WOACM02	AECOM TECH SVCV	FENTON AND WYERD	\$131,568.88	7/3/2023
L1620.1-22	MIRAMAR BOBCAT	EX TIME EXTENSION	\$24,063.81	7/5/2023
PWG324.0-21JOC324-11	ABCGC	HIGH PILED STORAGE	\$21,175.52	7/7/2023
G2760.0-23	ALBERT & MACKENZIE	LEGAL SERVICES	\$150,000.00	7/14/2023
G2761.0-23	LLARENA, MURDOCK, LOPEZ & AZIZAD	LEGAL SERVICES	\$150,000.00	7/14/2023

REVENUE CONTRACTS AND MOUs				
Doc #	Organization	Subject	Amount	Day
M6787.0-23	US GEOLOGICAL SURVEY	ROE LAKESIDE & MV	\$969.16	6/12/2023
L6812.1-22	HAZARD CON	266.10-0623-JROE	\$750.00	6/15/2023
L1215.1-15	DT SD PARTNERSHIP INC	ROE CENTER MAINTENANCE	\$0.00	6/19/2023
L1650.0-23	SC VALLEY ENG	ROE DT WATER REPLACEMENT PROJECT	\$969.16	6/29/2023
G2662.0-23	CUYAMACA COLLEGE	PRONTO PASS CONTRACT	\$0.00	6/29/2023
G2663.0-23	GROSSMONT COLLEGE	PRONTO PASS AGREEMENT	\$0.00	6/29/2023
S200-23-824	WYYERD	ROE 24TH ST STATION FIBER CON	\$1,402.90	7/5/2023
G2665.0-23	MIRA COSTA COLLEGE	PRONTO COLLEGE PASS PROGRAM	\$0.00	7/5/2023
G2762.0-23	GREYSTAR	PRONTO PARTNERS PLUS PROGRAM	\$64,962.00	7/5/2023
L4646.0-23	WEST TECH CON	W E ST PAC HWY CONDUIT ROE	\$969.16	7/7/2023
S200-23-826	FAMILY HEALTH CENTERS SD	47TH ST PARKING LEASE	\$4,200.00	7/12/2023
G2772.0-24	SPOILER MEDIA	COMIC CON RADIP ACTIVATION	\$0.00	7/20/2023

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002424	100	6/7/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 88.02	-	-
4400002425	100	6/7/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 250.30	-	-
4400002426	100	6/7/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 128.68	-	-
4400002427	100	6/8/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 192.77	-	-
4400002428	100	6/12/2023	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$ 954.02	-	-
4400002429	100	6/12/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 46.87	-	-
4400002430	100	6/12/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 163.07	-	-
4400002431	100	6/12/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 493.87	-	-
4400002432	100	6/13/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 52.09	-	-
4400002433	100	6/15/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 538.68	-	-
4400002434	100	6/15/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 170.51	-	-
4400002435	100	6/15/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 53.33	-	-
4400002436	100	6/15/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 57.23	-	-
4400002437	100	6/15/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 52.52	-	-
4400002438	100	6/16/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 408.23	-	-
4400002439	100	6/16/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 82.02	-	-
4400002440	100	6/19/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 385.40	-	-
4400002441	100	6/19/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 332.30	-	-
4400002442	100	6/20/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 52.43	-	-
4400002443	100	6/21/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 245.31	-	-
4400002444	100	6/21/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 284.44	-	-
4400002445	100	6/26/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 117.04	-	-
4400002446	100	6/27/2023	W.W. Grainger Inc		F160-BLDG HVAC EQUIP	\$ 1,304.25	-	-
4400002447	100	6/27/2023	Mcmaster-Carr Supply Co		R230-RAIL/LRV MECHANICAL	\$ 63.55	-	-
4400002448	100	6/28/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 633.54	-	-
4400002449	100	6/28/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 522.56	-	-
4400002450	100	6/28/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 465.34	-	-
4400002451	100	6/29/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 1,681.54	-	-
4400002452	100	6/29/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 350.08	-	-
4400002453	100	6/29/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 45.25	-	-
4400002454	100	7/3/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 76.86	-	-
4400002455	100	7/3/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 328.48	-	-
4400002456	100	7/6/2023	W.W. Grainger Inc		F170-MATL HANDLING EQUIP	\$ 1,570.09	-	-
4400002457	100	7/10/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 1,022.45	-	-
4400002458	100	7/10/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 464.88	-	-
4400002459	100	7/10/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 51.05	-	-
4400002460	100	7/10/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 128.06	-	-
4400002461	100	7/11/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 850.91	-	-
4400002462	100	7/12/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 67.71	-	-
4400002463	100	7/12/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 248.83	-	-
4400002464	100	7/14/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 568.96	-	-
4400002465	100	7/14/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 178.51	-	-
4400002466	100	7/14/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 608.68	-	-
4400002467	100	7/14/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 781.22	-	-
4400002468	100	7/14/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 406.03	-	-
4400002469	100	7/14/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 114.45	-	-
4400002470	100	7/17/2023	W.W. Grainger Inc		M110-SUB STATION	\$ 253.75	-	-
4400002471	100	7/17/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 241.72	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002472	100	7/17/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 74.59	-	-
4400002473	100	7/17/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 252.02	-	-
4400002474	100	7/18/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 414.95	-	-
4500054723	310	6/7/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 42.99	-	-
4500054724	310	6/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 375.61	-	-
4500054725	310	6/7/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 217.17	-	-
4500054726	310	6/7/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,854.47	-	-
4500054727	140	6/7/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 50.42	-	-
4500054728	310	6/7/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,355.03	-	-
4500054729	150	6/7/2023	Ace Uniforms LLC	Small Business	G120-SECURITY	\$ 47.40	-	-
4500054730	310	6/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,079.57	-	-
4500054731	140	6/7/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 2,275.14	-	-
4500054732	310	6/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 10,385.33	-	-
4500054733	310	6/7/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 19.91	-	-
4500054734	310	6/7/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 13.83	-	-
4500054735	310	6/7/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,767.44	-	-
4500054736	310	6/7/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 355.30	-	-
4500054737	310	6/7/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 498.68	-	-
4500054738	310	6/7/2023	Knorr Brake Company, LLC		R160-RAIL/LRV ELECTRICAL	\$ 3,207.18	-	-
4500054739	310	6/7/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 623.77	-	-
4500054740	310	6/7/2023	San Diego Community		P540-MAINTENANCE TRAINING	\$ 669.96	-	-
4500054741	310	6/7/2023	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 2,854.94	-	-
4500054742	310	6/7/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 104.11	-	-
4500054743	310	6/7/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 572.10	-	-
4500054744	310	6/7/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 33,409.38	-	-
4500054745	310	6/8/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 193.95	-	-
4500054746	310	6/8/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 236.62	-	-
4500054747	310	6/8/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,108.12	-	-
4500054748	310	6/8/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 50.21	-	-
4500054749	310	6/8/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 12,580.42	-	-
4500054750	310	6/8/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 26.61	-	-
4500054751	310	6/8/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 16,766.67	-	-
4500054752	140	6/8/2023	Graybar Electric Co Inc		M120-OVRHEAD CATENARY SYS	\$ 4,336.29	-	-
4500054753	140	6/8/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 3,699.45	-	-
4500054754	140	6/8/2023	Graybar Electric Co Inc		P130-EQUIP MAINT REPR SVC	\$ 1,515.06	-	-
4500054755	140	6/8/2023	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 2,542.90	-	-
4500054756	150	6/8/2023	South County Economic Development		P310-ADVERTISING SERVICES	\$ 385.00	-	-
4500054757	310	6/8/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 316.77	-	-
4500054758	140	6/8/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 4,145.94	-	-
4500054759	140	6/8/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 80.47	-	-
4500054760	140	6/8/2023	Home Depot USA Inc		B250-BUS REPAIR PARTS	\$ 147.61	-	-
4500054761	140	6/8/2023	White Cap, LP		G130-SHOP TOOLS	\$ 452.23	-	-
4500054762	140	6/8/2023	Flexible Assembly Systems, Inc.		G130-SHOP TOOLS	\$ 719.50	-	-
4500054763	140	6/8/2023	Vinyard Doors, Inc.	Woman Owned Business	P110-BLDG MAINTENANCE	\$ 487.25	-	-
4500054764	140	6/8/2023	D's Kustom Sales & Services, LLC		T110-TRACK, RAIL	\$ 815.67	-	-
4500054765	140	6/8/2023	Louis Sardo Upholstery Inc		R200-RAIL/LRV SEATING	\$ 3,408.67	-	-
4500054766	140	6/8/2023	Willy's Electronic Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$ 690.46	-	-
4500054767	310	6/8/2023	Transit Holdings Inc		B130-BUS BODY	\$ 728.84	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054768	310	6/8/2023	TK Services Inc		B160-BUS ELECTRICAL	\$ 155.73	-	-
4500054769	310	6/8/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 824.71	-	-
4500054770	310	6/8/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 390.08	-	-
4500054771	310	6/8/2023	Freeby Signs		B130-BUS BODY	\$ 170.29	-	-
4500054772	310	6/8/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 275.56	-	-
4500054773	140	6/8/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 1,648.00	-	-
4500054774	310	6/9/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 257.20	-	-
4500054775	310	6/9/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,989.25	-	-
4500054776	150	6/9/2023	Passport to San Diego, Inc		P310-ADVERTISING SERVICES	\$ 7,980.00	-	-
4500054777	140	6/9/2023	Jamaica Bearings Co Inc		R220-RAIL/LRV TRUCKS	\$ 82,361.68	-	-
4500054778	310	6/9/2023	MCI Carrillo Inc	Small Business	B250-BUS REPAIR PARTS	\$ 2,670.82	-	-
4500054779	310	6/9/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 4,444.23	-	-
4500054780	310	6/9/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 29.63	-	-
4500054781	310	6/9/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 145.79	-	-
4500054782	310	6/9/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 912.41	-	-
4500054783	310	6/9/2023	San Diego Community		P540-MAINTENANCE TRAINING	\$ 520.00	-	-
4500054784	310	6/9/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 630.99	-	-
4500054785	310	6/9/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 89.81	-	-
4500054786	310	6/9/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,451.60	-	-
4500054787	140	6/9/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 98.20	-	-
4500054788	140	6/9/2023	JKL Cleaning Systems	Small Business	G140-SHOP SUPPLIES	\$ 376.05	-	-
4500054789	150	6/9/2023	DK Hardware Supply LLC		B150-BUS COMM EQUIP.	\$ 2,806.17	-	-
4500054790	140	6/9/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 4,256.10	-	-
4500054791	210	6/9/2023	Harborside Construction Inc		C110-GENERAL CONTRACTORS	\$ 985.00	-	-
4500054793	310	6/9/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 89.87	-	-
4500054794	310	6/9/2023	W.W. Grainger Inc		B120-BUS MECHANICAL PARTS	\$ 22.95	-	-
4500054795	310	6/9/2023	Gillig LLC		B140-BUS CHASSIS	\$ 248.42	-	-
4500054796	310	6/9/2023	Transit Holdings Inc		B130-BUS BODY	\$ 253.49	-	-
4500054797	310	6/9/2023	National Carwash Solutions Inc		G180-JANITORIAL SUPPLIES	\$ 426.81	-	-
4500054798	310	6/9/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 400.77	-	-
4500054799	310	6/9/2023	Motion Industries, Inc.		G130-SHOP TOOLS	\$ 132.80	-	-
4500054800	310	6/9/2023	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 99.15	-	-
4500054801	310	6/9/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 876.14	-	-
4500054802	350	6/9/2023	A&K Railroad Materials, Inc		T110-TRACK, RAIL	\$ 506,929.57	-	-
4500054803	310	6/12/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 47.41	-	-
4500054804	310	6/12/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,742.53	-	-
4500054805	140	6/12/2023	The Carpenter Group		M120-OVRHEAD CATENARY SYS	\$ 3,313.32	-	-
4500054806	310	6/12/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 137.28	-	-
4500054807	310	6/12/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,408.86	-	-
4500054808	310	6/12/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3.37	-	-
4500054809	310	6/12/2023	Transit Products and Services		B130-BUS BODY	\$ 6,896.00	-	-
4500054810	310	6/12/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,805.55	-	-
4500054811	310	6/12/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,455.72	-	-
4500054812	310	6/12/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 12.59	-	-
4500054813	310	6/12/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 321.96	-	-
4500054814	320	6/12/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500054815	150	6/12/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 117.00	-	-
4500054816	320	6/12/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,951.40	-	-



Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054817	310	6/12/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,500.34	-	-
4500054818	310	6/12/2023	Gillig LLC		B140-BUS CHASSIS	\$ 4,427.43	-	-
4500054819	310	6/12/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 207.25	-	-
4500054820	310	6/12/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 323.12	-	-
4500054821	310	6/12/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 145.24	-	-
4500054822	310	6/12/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 117.72	-	-
4500054823	310	6/12/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 94.89	-	-
4500054824	310	6/12/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 589.22	-	-
4500054825	310	6/12/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 13.30	-	-
4500054826	310	6/12/2023	The Sherwin-Williams Company		G160-PAINTS & CHEMICALS	\$ 116.98	-	-
4500054827	310	6/12/2023	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$ 90.51	-	-
4500054828	140	6/12/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 114.30	-	-
4500054829	360	6/12/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 882,136.07	-	417691.43
4500054830	170	6/12/2023	California Computer Options, LLC		I110-INFORMATION TECH	\$ 60,788.20	-	-
4500054831	310	6/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 12,475.70	-	-
4500054832	310	6/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 328.86	-	-
4500054833	140	6/13/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 37,375.55	-	-
4500054834	310	6/13/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 319.37	-	-
4500054835	140	6/13/2023	Flyers Energy LLC		G170-LUBRICANTS	\$ 8,793.85	-	-
4500054836	310	6/13/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 167.42	-	-
4500054837	310	6/13/2023	Ahlee Backflow Service, Inc	Small Business	P140-MAINTENANCE, HVAC	\$ 541.00	-	-
4500054838	310	6/13/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 28.33	-	-
4500054839	150	6/13/2023	GS1 US, Inc.		G280-FARE MATERIALS	\$ 50.00	-	-
4500054841	310	6/13/2023	Motion Industries, Inc.		G140-SHOP SUPPLIES	\$ 120.75	-	-
4500054842	140	6/13/2023	Willy's Electronic Supply Co Inc	Small Business	B250-BUS REPAIR PARTS	\$ 127.96	-	-
4500054843	310	6/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,587.05	-	-
4500054844	170	6/13/2023	Axelliant LLC	Minority Owned Business	I110-INFORMATION TECH	\$ 15,061.46	-	-
4500054845	310	6/13/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 143.26	-	-
4500054847	140	6/13/2023	Winzer Franchise Company		G150-FASTENERS	\$ 1,650.20	-	-
4500054848	360	6/14/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 18,584.03	-	\$ 11,250.77
4500054849	310	6/14/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 634.21	-	-
4500054850	310	6/14/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 4,049.22	-	-
4500054851	310	6/14/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 110.42	-	-
4500054852	310	6/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,550.30	-	-
4500054853	310	6/14/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,374.24	-	-
4500054854	310	6/14/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 273.47	-	-
4500054855	310	6/14/2023	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$ 48.65	-	-
4500054856	360	6/14/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 362.39	-	-
4500054857	140	6/14/2023	Mouser Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$ 1,371.15	-	-
4500054858	140	6/14/2023	Data Alliance Inc		R150-RAIL/LRV COMM EQUIP	\$ 102.15	-	-
4500054859	140	6/14/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 217.63	-	-
4500054860	140	6/14/2023	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	\$ 144.69	-	-
4500054861	140	6/14/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 2,359.81	-	-
4500054862	140	6/14/2023	Fastenal Company		G170-LUBRICANTS	\$ 1,274.84	-	-
4500054863	140	6/14/2023	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	\$ 1,637.80	-	-
4500054864	140	6/14/2023	Graybar Electric Co Inc		M120-OVRHEAD CATENARY SYS	\$ 6,504.43	-	-
4500054865	140	6/14/2023	Reid and Clark Screen Arts Co		R130-RAIL/LRV COUPLER	\$ 92.13	-	-
4500054866	140	6/14/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 692.27	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054867	140	6/14/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 792.10	-	-
4500054868	180	6/14/2023	SiteOne Landscape Supply Holding		P280-GENERAL SVC AGRMNTS	\$ 171.50	-	-
4500054869	140	6/14/2023	Jamaica Bearings Co Inc		R170-RAIL/LRV HVAC	\$ 219.27	-	-
4500054870	140	6/14/2023	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 266.67	-	-
4500054871	140	6/14/2023	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$ 2,578.93	-	-
4500054872	140	6/14/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 1,453.68	-	-
4500054873	140	6/14/2023	Graybar Electric Co Inc		M110-SUB STATION	\$ 2,058.03	-	-
4500054874	140	6/14/2023	CRH California Water, Inc.		M140-WAYSIDE SIGNALS	\$ 22.63	-	-
4500054875	180	6/14/2023	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 901.00	-	-
4500054876	180	6/14/2023	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 995.00	-	-
4500054877	180	6/14/2023	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 575.00	-	-
4500054878	180	6/14/2023	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 855.75	-	-
4500054879	360	6/14/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 149,913.51	-	\$ 99,197.77
4500054880	360	6/14/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 2,923.31	-	-
4500054881	310	6/15/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 720.13	-	-
4500054882	310	6/15/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,743.11	-	-
4500054883	310	6/15/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 434.38	-	-
4500054884	310	6/15/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 281.26	-	-
4500054885	310	6/15/2023	Gillig LLC		B130-BUS BODY	\$ 3,271.36	-	-
4500054886	310	6/15/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,136.82	-	-
4500054887	310	6/15/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 400.46	-	-
4500054888	360	6/15/2023	The Gordian Group, Inc.		C120-SPECIALTY CONTRACTOR	\$ 17,201.65	-	-
4500054889	310	6/15/2023	Ascendancy Corp		R230-RAIL/LRV MECHANICAL	\$ 3,511.90	-	-
4500054890	310	6/15/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 3,418.73	-	-
4500054891	310	6/15/2023	Bonsall Petroleum Construction Inc		P140-MAINTENANCE, HVAC	\$ 2,820.00	-	-
4500054892	310	6/15/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 179.47	-	-
4500054893	310	6/15/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,288.96	-	-
4500054894	310	6/15/2023	Uline Inc		F110-SHOP/BLDG MACHINERY	\$ 538.75	-	-
4500054895	310	6/15/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 670.62	-	-
4500054896	310	6/15/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 752.10	-	-
4500054897	310	6/15/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,538.19	-	-
4500054898	310	6/15/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 3,721.28	-	-
4500054899	310	6/15/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,404.35	-	-
4500054900	310	6/15/2023	Willy's Electronic Supply Co Inc	Small Business	M180-STATION ELECTRICAL	\$ 201.71	-	-
4500054901	310	6/15/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 20,379.52	-	-
4500054902	310	6/15/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 29.23	-	-
4500054903	310	6/15/2023	Genuine Parts Co		B250-BUS REPAIR PARTS	\$ 1,196.74	-	-
4500054904	310	6/15/2023	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 224.18	-	-
4500054905	310	6/15/2023	TK Services Inc		B110-BUS HVAC SYSTEMS	\$ 91.74	-	-
4500054906	310	6/15/2023	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	\$ 100.21	-	-
4500054907	310	6/15/2023	Luminator Technology Group Global		R120-RAIL/LRV CAR BODY	\$ 299.77	-	-
4500054908	310	6/15/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,010.63	-	-
4500054909	310	6/15/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 207.33	-	-
4500054910	140	6/15/2023	W.W. Grainger Inc		F180-BUILDING MATERIALS	\$ 674.28	-	-
4500054911	310	6/15/2023	Midwest Bus Corporation	Small Business	B130-BUS BODY	\$ 1,276.85	-	-
4500054912	310	6/16/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,423.69	-	-
4500054913	310	6/16/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 14.76	-	-
4500054914	310	6/16/2023	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	\$ 433.86	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054916	140	6/16/2023	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 408.00	-	-
4500054917	140	6/16/2023	Sloan Electric Corporation		R170-RAIL/LRV HVAC	\$ 4,670.15	-	-
4500054918	140	6/16/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 310.59	-	-
4500054919	140	6/16/2023	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 83.59	-	-
4500054920	310	6/16/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 62.45	-	-
4500054921	310	6/16/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 757.43	-	-
4500054922	310	6/16/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 58.10	-	-
4500054923	310	6/16/2023	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	\$ 2,137.33	-	-
4500054924	310	6/16/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,161.40	-	-
4500054925	310	6/16/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,618.87	-	-
4500054927	360	6/16/2023	Ninyo & Moore Geotechnical and	Minority Owned Business	C130-CONSTRUCTION SVCS	\$ 1,345.55	-	-
4500054928	140	6/19/2023	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 220.45	-	-
4500054929	310	6/19/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,841.01	-	-
4500054930	310	6/19/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 5,507.98	-	-
4500054931	150	6/19/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 217.33	-	-
4500054932	310	6/19/2023	General Signals Inc		M130-CROSSING MECHANISM	\$ 25,246.90	-	-
4500054933	320	6/19/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500054934	310	6/19/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 560.31	-	-
4500054935	320	6/19/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,728.45	-	-
4500054936	360	6/19/2023	vPrime Tech Inc		I110-INFORMATION TECH	\$ 63,111.60	-	-
4500054937	310	6/19/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 6.85	-	-
4500054938	310	6/19/2023	Muncie Reclamation and Supply Co		B250-BUS REPAIR PARTS	\$ 956.63	-	-
4500054939	310	6/19/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 16.70	-	-
4500054940	310	6/19/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 12,358.61	-	-
4500054941	310	6/19/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 556.50	-	-
4500054942	310	6/19/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 961.00	-	-
4500054943	140	6/19/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 14,869.50	-	-
4500054944	140	6/19/2023	Uline Inc		G140-SHOP SUPPLIES	\$ 746.71	-	-
4500054945	140	6/19/2023	Laird Plastics, Inc		F180-BUILDING MATERIALS	\$ 4,363.88	-	-
4500054946	140	6/19/2023	Neopart Transit LLC		G190-SAFETY/MED SUPPLIES	\$ 82.59	-	-
4500054948	140	6/19/2023	Custom Glass Solutions		R120-RAIL/LRV CAR BODY	\$ 11,211.39	-	-
4500054949	140	6/19/2023	Hi-Tec Enterprises		R220-RAIL/LRV TRUCKS	\$ 277.46	-	-
4500054950	140	6/19/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 2,532.13	-	-
4500054951	140	6/19/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 1,991.22	-	-
4500054952	140	6/19/2023	Maintex Inc		G170-LUBRICANTS	\$ 1,123.61	-	-
4500054953	140	6/19/2023	Winzer Franchise Company		G140-SHOP SUPPLIES	\$ 878.70	-	-
4500054954	310	6/19/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 2,703.74	-	-
4500054955	140	6/19/2023	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	\$ 323.27	-	-
4500054956	310	6/20/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 1,929.21	-	-
4500054957	310	6/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 188.57	-	-
4500054958	310	6/20/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 47.57	-	-
4500054959	310	6/20/2023	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	\$ 2,000.00	-	-
4500054960	310	6/20/2023	B & S Graphics Inc		B130-BUS BODY	\$ 53.88	-	-
4500054961	310	6/20/2023	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 172.88	-	-
4500054962	310	6/20/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 1,032.40	-	-
4500054963	310	6/20/2023	COX COMMUNICATIONS CA LLC		P280-GENERAL SVC AGRMNTS	\$ 1,900.00	-	-
4500054964	310	6/20/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 783.50	-	-
4500054965	310	6/20/2023	Gillig LLC		B130-BUS BODY	\$ 3,261.22	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500054966	310	6/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 740.72	-	-
4500054967	310	6/20/2023	Transit Holdings Inc		G140-SHOP SUPPLIES	\$ 245.97	-	-
4500054968	140	6/20/2023	ABB Inc.		R160-RAIL/LRV ELECTRICAL	\$ 47,463.05	-	-
4500054969	310	6/20/2023	Interior Plant Service Inc		P280-GENERAL SVC AGRMNTS	\$ 2,376.00	-	-
4500054970	140	6/20/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 70.26	-	-
4500054971	140	6/20/2023	United Design Group, Inc.		P280-GENERAL SVC AGRMNTS	\$ 1,093.02	-	-
4500054972	140	6/20/2023	Daniels Tire Service, Inc		P210-NON-REV VEH REPAIRS	\$ 322.83	-	-
4500054973	140	6/20/2023	Pape Group, Inc.		F170-MATL HANDLING EQUIP	\$ 1,371.52	-	-
4500054974	140	6/20/2023	Sloan Electric Corporation		R170-RAIL/LRV HVAC	\$ 4,373.60	-	-
4500054975	140	6/20/2023	Fastenal Company		G150-FASTENERS	\$ 441.78	-	-
4500054976	310	6/20/2023	B&H Foto & Electronics Corp		G220-OFFICE EQUIPMENT	\$ 2,967.28	-	-
4500054977	310	6/20/2023	W.W. Grainger Inc		P210-NON-REV VEH REPAIRS	\$ 278.71	-	-
4500054978	310	6/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,503.57	-	-
4500054979	310	6/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 775.04	-	-
4500054980	310	6/21/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 440.57	-	-
4500054981	150	6/21/2023	University of San Diego		P310-ADVERTISING SERVICES	\$ 100.00	-	-
4500054982	140	6/21/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 1,769.47	-	-
4500054983	310	6/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,587.55	-	-
4500054984	310	6/21/2023	Transit Holdings Inc		B130-BUS BODY	\$ 200.46	-	-
4500054985	310	6/21/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 7,371.82	-	-
4500054986	310	6/21/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 645.55	-	-
4500054987	310	6/21/2023	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 12,591.67	-	-
4500054988	150	6/21/2023	NMS Management Inc	DBE	P110-BLDG MAINTENANCE	\$ 1,209.72	-	-
4500054989	310	6/21/2023	Facility Solutions Group, Inc.		R180-RAIL/LRV LIGHTING	\$ 331.22	-	-
4500054990	170	6/21/2023	GSAHTC, Inc.		P440-CATERING SERVICES	\$ 412.38	-	-
4500054991	310	6/21/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 584.11	-	-
4500054992	310	6/21/2023	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 3,998.10	-	-
4500054993	310	6/21/2023	CDW LLC		I110-INFORMATION TECH	\$ 477.34	-	-
4500054994	310	6/21/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 102.28	-	-
4500054995	310	6/21/2023	Gillig LLC		B130-BUS BODY	\$ 3,630.24	-	-
4500054996	310	6/21/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 714.49	-	-
4500054997	310	6/21/2023	Motion Industries, Inc.		G130-SHOP TOOLS	\$ 1,949.87	-	-
4500054998	310	6/21/2023	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 1,562.12	-	-
4500054999	310	6/21/2023	San Diego Friction Products, Inc.		B110-BUS HVAC SYSTEMS	\$ 205.83	-	-
4500055000	310	6/21/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 787.66	-	-
4500055001	310	6/21/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 468.33	-	-
4500055002	310	6/22/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 595.40	-	-
4500055003	310	6/22/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 5.45	-	-
4500055004	310	6/22/2023	Transit Holdings Inc		B130-BUS BODY	\$ 3,044.41	-	-
4500055005	140	6/22/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 2,068.48	-	-
4500055006	310	6/22/2023	Init Innovations in Transportation		B190-BUS FARE EQUIP	\$ 915.88	-	-
4500055007	310	6/22/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,623.17	-	-
4500055008	310	6/22/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 8,496.12	-	-
4500055010	310	6/22/2023	Sid Tool Co., Inc.		G130-SHOP TOOLS	\$ 915.70	-	-
4500055011	140	6/22/2023	Facility Solutions Group, Inc.		M140-WAYSIDE SIGNALS	\$ 273.69	-	-
4500055012	310	6/22/2023	Allied Refrigeration Inc		B250-BUS REPAIR PARTS	\$ 107.75	-	-
4500055013	170	6/22/2023	Saitech Inc	Minority Owned Business	I110-INFORMATION TECH	\$ 51,119.20	-	-
4500055014	310	6/22/2023	Lasercycle USA, Inc		I110-INFORMATION TECH	\$ 437.11	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055015	310	6/22/2023	Ferguson Enterprises, LLC		F110-SHOP/BLDG MACHINERY	\$ 383.30	-	-
4500055016	310	6/22/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 72.10	-	-
4500055017	310	6/22/2023	Cummins Inc		P540-MAINTENANCE TRAINING	\$ 750.00	-	-
4500055018	310	6/22/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 295.49	-	-
4500055019	310	6/22/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 298.17	-	-
4500055020	310	6/22/2023	D's Kustom Sales & Services, LLC		T110-TRACK, RAIL	\$ 261.84	-	-
4500055021	310	6/22/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 153.61	-	-
4500055022	310	6/22/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 902.97	-	-
4500055023	310	6/22/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 352.40	-	-
4500055024	310	6/22/2023	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,340.76	-	-
4500055025	310	6/22/2023	USSC Acquisition Corp		B130-BUS BODY	\$ 675.53	-	-
4500055026	310	6/22/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,185.09	-	-
4500055027	310	6/22/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 46.34	-	-
4500055028	310	6/22/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 161.27	-	-
4500055029	310	6/22/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 1,000.00	-	-
4500055030	210	6/22/2023	CL Surveying and Mapping, Inc.	Minority Owned Business	P520-A & E/DESIGN	\$ 8,534.16	-	-
4500055031	310	6/23/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 129.09	-	-
4500055032	310	6/23/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 384.76	-	-
4500055033	310	6/23/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,529.01	-	-
4500055034	310	6/23/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 67.52	-	-
4500055035	340	6/23/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 2,395.42	-	-
4500055036	340	6/23/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 702.87	-	-
4500055037	310	6/23/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 165.77	-	-
4500055038	310	6/23/2023	Muncie Reclamation and Supply Co		B120-BUS MECHANICAL PARTS	\$ 168.89	-	-
4500055039	310	6/23/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,079.44	-	-
4500055040	340	6/23/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 1,670.23	-	-
4500055041	340	6/23/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 865.35	-	-
4500055042	340	6/23/2023	Waytek Inc		G140-SHOP SUPPLIES	\$ 229.18	-	-
4500055043	340	6/23/2023	RS Americas, Inc.		G140-SHOP SUPPLIES	\$ 2,215.55	-	-
4500055044	340	6/23/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 496.81	-	-
4500055045	340	6/23/2023	TK Services Inc		G170-LUBRICANTS	\$ 237.97	-	-
4500055046	340	6/23/2023	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	\$ 363.98	-	-
4500055047	340	6/23/2023	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$ 57.01	-	-
4500055048	170	6/23/2023	Zoho Corporation		I110-INFORMATION TECH	\$ 1,995.00	-	-
4500055049	320	6/23/2023	Computer Design Center LLC		I110-INFORMATION TECH	\$ 18,658.48	-	-
4500055050	310	6/26/2023	Transit Holdings Inc		B130-BUS BODY	\$ 33.08	-	-
4500055051	310	6/26/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,134.19	-	-
4500055052	310	6/26/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,614.38	-	-
4500055053	320	6/26/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,903.72	-	-
4500055054	320	6/26/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,186.94	-	-
4500055055	310	6/26/2023	Transit Holdings Inc		B130-BUS BODY	\$ 13,738.64	-	-
4500055056	310	6/26/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 619.56	-	-
4500055057	210	6/26/2023	Gillig LLC		B130-BUS BODY	\$ 723.24	-	-
4500055058	210	6/26/2023	Continental Locks		P210-NON-REV VEH REPAIRS	\$ 350.00	-	-
4500055059	360	6/26/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 118,969.93	-	\$ 90,607.50
4500055060	360	6/26/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 2,319.91	-	-
4500055061	310	6/27/2023	Transit Holdings Inc		B130-BUS BODY	\$ 130.25	-	-
4500055062	310	6/27/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 67.52	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055063	140	6/27/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 6,918.26	-	-
4500055064	310	6/27/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 873.63	-	-
4500055065	140	6/27/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 104,206.64	-	-
4500055066	310	6/27/2023	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,559.68	-	-
4500055067	140	6/27/2023	Facility Solutions Group, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 313.07	-	-
4500055068	310	6/27/2023	Clarran Inc.	DBE	G130-SHOP TOOLS	\$ 271.01	-	-
4500055069	140	6/27/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 3,196.53	-	-
4500055070	310	6/27/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 3,095.59	-	-
4500055071	310	6/27/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,271.43	-	-
4500055072	310	6/27/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 912.41	-	-
4500055073	310	6/27/2023	ODP Business Solutions, LLC		F110-SHOP/BLDG MACHINERY	\$ 49.54	-	-
4500055074	310	6/27/2023	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 66.16	-	-
4500055075	310	6/27/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 267.67	-	-
4500055076	350	6/27/2023	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$ 265,151.31	-	-
4500055077	310	6/27/2023	Comfort Mechanical Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$ 167.02	-	-
4500055078	310	6/27/2023	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$ 664.60	-	-
4500055079	310	6/27/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 658.74	-	-
4500055080	310	6/27/2023	Allied Refrigeration Inc		B250-BUS REPAIR PARTS	\$ 142.02	-	-
4500055081	340	6/27/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 742.09	-	-
4500055082	310	6/27/2023	TK Services Inc		R170-RAIL/LRV HVAC	\$ 2,024.55	-	-
4500055083	340	6/27/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 74.46	-	-
4500055084	310	6/27/2023	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 58.89	-	-
4500055085	310	6/27/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 4,342.49	-	-
4500055086	340	6/27/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 14,869.50	-	-
4500055087	340	6/27/2023	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 741.32	-	-
4500055088	340	6/27/2023	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$ 140.34	-	-
4500055089	310	6/27/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 387.15	-	-
4500055090	310	6/27/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,507.82	-	-
4500055091	150	6/27/2023	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$ 3,482.35	-	-
4500055092	340	6/27/2023	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$ 476.53	-	-
4500055093	310	6/28/2023	Transit Holdings Inc		B130-BUS BODY	\$ 841.39	-	-
4500055094	150	6/28/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 1,228.35	-	-
4500055095	150	6/28/2023	Data Controls Printworks, Inc.	Small Business	G230-PRINTED MATERIALS	\$ 295.24	-	-
4500055096	310	6/28/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 980.79	-	-
4500055097	310	6/28/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 738.36	-	-
4500055098	310	6/28/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,135.79	-	-
4500055099	310	6/28/2023	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 7,869.79	-	-
4500055100	140	6/28/2023	Siemens Mobility, Inc.		R180-RAIL/LRV LIGHTING	\$ 411.52	-	-
4500055101	310	6/28/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 184.51	-	-
4500055102	150	6/28/2023	Mohammad Karimi		G120-SECURITY	\$ 4,202.15	-	-
4500055103	150	6/28/2023	Reid and Clark Screen Arts Co		G120-SECURITY	\$ 590.90	-	-
4500055104	180	6/28/2023	711 Print Enterprises Inc		G280-FARE MATERIALS	\$ 7,111.50	-	-
4500055105	310	6/28/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 140.60	-	-
4500055106	310	6/28/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 7,888.78	-	-
4500055107	140	6/28/2023	Reid and Clark Screen Arts Co		G110-BUS/TROLLEY SIGNAGE	\$ 79.20	-	-
4500055108	140	6/28/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 263.03	-	-
4500055109	310	6/28/2023	Gillig LLC		F170-MATL HANDLING EQUIP	\$ 3,507.75	-	-
4500055110	310	6/28/2023	Gillig LLC		B130-BUS BODY	\$ 4,592.04	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055111	310	6/28/2023	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,559.68	-	-
4500055113	310	6/28/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 2,801.52	-	-
4500055114	310	6/28/2023	Mcmaster-Carr Supply Co		B120-BUS MECHANICAL PARTS	\$ 354.32	-	-
4500055115	310	6/28/2023	Hi-Tec Enterprises		R140-RAIL/LRV DOORS/RAMP	\$ 10,640.32	-	-
4500055116	310	6/28/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 40.38	-	-
4500055117	310	6/28/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 57,637.96	-	-
4500055118	310	6/28/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 4,206.70	-	-
4500055119	310	6/28/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 343.08	-	-
4500055120	310	6/28/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 462.29	-	-
4500055121	310	6/28/2023	W.W. Grainger Inc		B130-BUS BODY	\$ 347.00	-	-
4500055122	310	6/28/2023	Mohawk Mfg & Supply Co		B130-BUS BODY	\$ 201.52	-	-
4500055123	310	6/28/2023	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,401.99	-	-
4500055124	310	6/28/2023	National Business Furniture LLC		G210-OFFICE FURNITURE	\$ 2,136.69	-	-
4500055125	310	6/28/2023	Waxie's Enterprises, LLC		G130-SHOP TOOLS	\$ 1,569.76	-	-
4500055126	310	6/28/2023	ODP Business Solutions, LLC		G210-OFFICE FURNITURE	\$ 1,583.26	-	-
4500055127	310	6/28/2023	Cummins Inc		B160-BUS ELECTRICAL	\$ 584.58	-	-
4500055128	140	6/29/2023	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	\$ 70.04	-	-
4500055129	310	6/29/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 217.17	-	-
4500055130	310	6/29/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,505.89	-	-
4500055131	310	6/29/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 110.42	-	-
4500055132	360	6/29/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 375.60	-	-
4500055133	310	6/29/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,420.58	-	-
4500055134	310	6/29/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,021.68	-	-
4500055135	310	6/29/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 171.00	-	-
4500055136	140	6/29/2023	The City of Calgary		R130-RAIL/LRV COUPLER	\$ 31,579.94	-	-
4500055137	140	6/29/2023	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 243.07	-	-
4500055138	140	6/29/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 140.29	-	-
4500055139	140	6/29/2023	Tacos and Gorditas		P440-CATERING SERVICES	\$ 3,610.00	-	-
4500055140	310	6/29/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 2,577.93	-	-
4500055141	140	6/29/2023	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 1,067.73	-	-
4500055142	340	6/29/2023	Willy's Electronic Supply Co Inc	Small Business	G140-SHOP SUPPLIES	\$ 258.60	-	-
4500055143	140	6/29/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 3,385.83	-	-
4500055144	140	6/29/2023	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	\$ 99.69	-	-
4500055145	140	6/29/2023	Shilpark Paint Corporation		G140-SHOP SUPPLIES	\$ 310.99	-	-
4500055146	140	6/29/2023	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 563.31	-	-
4500055147	140	6/29/2023	Cal Pacific Truck Center LLC		P210-NON-REV VEH REPAIRS	\$ 3,704.53	-	-
4500055148	140	6/29/2023	Applied Industrial		F120-BUS/LRV PAINT BOOTHS	\$ 96.27	-	-
4500055149	140	6/29/2023	BBM Railway Equipment, LLC		F130-VEH HOISTS, JACKS	\$ 582.70	-	-
4500055150	140	6/29/2023	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 808.09	-	-
4500055151	140	6/29/2023	Comfort Mechanical Inc	Small Business	M160-SUMP PUMP STATIONS	\$ 2,347.00	-	-
4500055152	140	6/29/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 8,638.86	-	-
4500055153	140	6/29/2023	El Tigre Enterprise Inc		P440-CATERING SERVICES	\$ 1,200.00	-	-
4500055154	360	6/29/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 19,261.79	-	-
4500055155	140	6/29/2023	Winzer Franchise Company		G150-FASTENERS	\$ 16.62	-	-
4500055156	140	6/29/2023	Willy's Electronic Supply Co Inc	Small Business	M110-SUB STATION	\$ 163.12	-	-
4500055157	140	6/29/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 1,190.64	-	-
4500055158	160	6/29/2023	Global Display Solutions, Inc.		G110-BUS/TROLLEY SIGNAGE	\$ 72,025.65	-	-
4500055159	310	6/30/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 856.66	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055160	310	6/30/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 1,107.32	-	-
4500055161	310	6/30/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 266.56	-	-
4500055162	310	6/30/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,161.40	-	-
4500055163	140	6/30/2023	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	\$ 207.35	-	-
4500055164	310	6/30/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,677.52	-	-
4500055165	310	6/30/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,011.94	-	-
4500055166	310	6/30/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 118.21	-	-
4500055167	310	6/30/2023	TK Services Inc		B110-BUS HVAC SYSTEMS	\$ 5,559.01	-	-
4500055168	310	6/30/2023	Gillig LLC		B110-BUS HVAC SYSTEMS	\$ 2,381.90	-	-
4500055169	150	6/30/2023	LinguaLinx Language Solutions, Inc.		G260-MEDIA	\$ 71.83	-	-
4500055170	310	7/2/2023	Mail Dispatch, LLC		C110-GENERAL CONTRACTORS	\$ 11,344.28	-	-
4500055171	310	7/2/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 2,704.51	-	-
4500055172	310	7/2/2023	Freeby Signs		B130-BUS BODY	\$ 9.16	-	-
4500055173	310	7/2/2023	Motion Industries, Inc.		G140-SHOP SUPPLIES	\$ 3,254.41	-	-
4500055174	310	7/2/2023	Gillig LLC		B130-BUS BODY	\$ 3,463.40	-	-
4500055175	310	7/2/2023	National Carwash Solutions Inc		G160-PAINTS & CHEMICALS	\$ 1,046.62	-	-
4500055176	310	7/2/2023	Harbor Diesel & Equipment, Inc		B120-BUS MECHANICAL PARTS	\$ 482.85	-	-
4500055177	310	7/2/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 746.60	-	-
4500055178	310	7/2/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 401.83	-	-
4500055179	310	7/2/2023	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$ 458.43	-	-
4500055180	310	7/2/2023	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 2,306.33	-	-
4500055181	140	7/2/2023	W.W. Grainger Inc		G120-SECURITY	\$ 2,031.70	-	-
4500055182	310	7/2/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 364.01	-	-
4500055183	310	7/2/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,312.75	-	-
4500055184	310	7/2/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 59.28	-	-
4500055185	310	7/2/2023	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 246.21	-	-
4500055186	310	7/2/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 300.15	-	-
4500055187	310	7/2/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 141.36	-	-
4500055188	310	7/2/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 1,881.47	-	-
4500055189	310	7/2/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 168.84	-	-
4500055190	310	7/2/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 4,481.06	-	-
4500055191	310	7/2/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 579.49	-	-
4500055192	310	7/2/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 47.12	-	-
4500055193	310	7/2/2023	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$ 56.27	-	-
4500055194	310	7/2/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 83.44	-	-
4500055195	310	7/2/2023	Ferguson Enterprises, LLC		F110-SHOP/BLDG MACHINERY	\$ 258.31	-	-
4500055196	310	7/2/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 352.62	-	-
4500055197	310	7/2/2023	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,924.89	-	-
4500055198	310	7/2/2023	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	\$ 148.70	-	-
4500055199	310	7/2/2023	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	\$ 175.13	-	-
4500055200	310	7/2/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 492.10	-	-
4500055201	310	7/2/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,883.39	-	-
4500055202	310	7/2/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 404.07	-	-
4500055203	310	7/2/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500055204	310	7/2/2023	Home Depot USA Inc		G210-OFFICE FURNITURE	\$ 752.10	-	-
4500055205	310	7/2/2023	Staples Contract & Commercial LLC		G210-OFFICE FURNITURE	\$ 905.07	-	-
4500055206	310	7/3/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,610.49	-	-
4500055207	150	7/3/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 150.84	-	-



Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055208	150	7/3/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 32.29	-	-
4500055209	310	7/3/2023	VGP Holdings LLC		B120-BUS MECHANICAL PARTS	\$ 6,372.39	-	-
4500055210	320	7/3/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500055211	320	7/3/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,951.40	-	-
4500055212	310	7/3/2023	TK Services Inc		INSURANCE-Insurance Stock	\$ 23,974.38	-	-
4500055213	310	7/3/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,047.09	-	-
4500055214	310	7/3/2023	Muncie Reclamation and Supply Co		B250-BUS REPAIR PARTS	\$ 71.27	-	-
4500055215	310	7/3/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,451.35	-	-
4500055216	310	7/5/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,920.83	-	-
4500055217	310	7/5/2023	Transit Holdings Inc		G140-SHOP SUPPLIES	\$ 27.71	-	-
4500055218	310	7/5/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,349.47	-	-
4500055219	310	7/5/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 41.48	-	-
4500055220	140	7/5/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 1,794.81	-	-
4500055221	140	7/5/2023	Siemens Mobility, Inc.		R180-RAIL/LRV LIGHTING	\$ 4,249.08	-	-
4500055222	360	7/5/2023	AM-Tec Total Security Inc		P550-REAL ESTATE	\$ 67,149.16	-	-
4500055223	310	7/5/2023	TK Services Inc		INSURANCE-Insurance Stock	\$ 23,974.38	-	-
4500055224	310	7/5/2023	Pestmaster Services, L.P.		P110-BLDG MAINTENANCE	\$ 875.00	-	-
4500055225	310	7/5/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 37.06	-	-
4500055226	310	7/5/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,304.29	-	-
4500055227	310	7/5/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 74.13	-	-
4500055228	310	7/5/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,713.13	-	-
4500055229	310	7/5/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 32.91	-	-
4500055230	140	7/5/2023	Hani Toma		P280-GENERAL SVC AGRMNTS	\$ 175.00	-	-
4500055231	140	7/5/2023	Facility Solutions Group, Inc.		R180-RAIL/LRV LIGHTING	\$ 269.38	-	-
4500055232	140	7/5/2023	Facility Solutions Group, Inc.		M180-STATION ELECTRICAL	\$ 1,578.63	-	-
4500055234	310	7/6/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 256.66	-	-
4500055235	310	7/6/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 8,274.16	-	-
4500055236	310	7/6/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 65.84	-	-
4500055237	310	7/6/2023	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 16,327.35	-	-
4500055238	360	7/6/2023	ARAMARK		G190-SAFETY/MED SUPPLIES	\$ 40,337.52	-	-
4500055239	310	7/6/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,466.00	-	-
4500055240	310	7/6/2023	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	\$ 431.00	-	-
4500055241	310	7/6/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,123.75	-	-
4500055242	140	7/6/2023	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 1,938.36	-	-
4500055243	140	7/6/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 1,899.09	-	-
4500055244	310	7/6/2023	Knorr Brake Company, LLC		R160-RAIL/LRV ELECTRICAL	\$ 2,705.61	-	-
4500055245	310	7/6/2023	Verizon Communications Inc.		I110-INFORMATION TECH	\$ 1,229.13	-	-
4500055246	310	7/6/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 310.32	-	-
4500055247	310	7/6/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 792.78	-	-
4500055248	310	7/6/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 40.25	-	-
4500055249	310	7/6/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,506.53	-	-
4500055250	310	7/6/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 20.31	-	-
4500055251	310	7/6/2023	M.A. Stewarr & Sons (USA) LTD.	Small Business	F110-SHOP/BLDG MACHINERY	\$ 779.04	-	-
4500055252	310	7/6/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 296.47	-	-
4500055253	310	7/6/2023	B&H Foto & Electronics Corp		G220-OFFICE EQUIPMENT	\$ 887.31	-	-
4500055254	310	7/6/2023	M Power Truck & Diesel		F180-BUILDING MATERIALS	\$ 1,819.44	-	-
4500055255	310	7/6/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 90.68	-	-
4500055256	310	7/6/2023	Gillig LLC		B110-BUS HVAC SYSTEMS	\$ 2,981.76	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055257	310	7/6/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,726.29	-	-
4500055258	310	7/6/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 2,129.69	-	-
4500055259	310	7/6/2023	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 3,585.92	-	-
4500055260	310	7/6/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 900.44	-	-
4500055261	310	7/6/2023	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 301.30	-	-
4500055262	310	7/6/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 72.83	-	-
4500055263	180	7/6/2023	Canada Ticket Inc.		G280-FARE MATERIALS	\$ 1,724.00	-	-
4500055264	310	7/7/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 162.92	-	-
4500055265	310	7/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 8,708.36	-	-
4500055266	310	7/7/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,450.22	-	-
4500055267	140	7/7/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 417.21	-	-
4500055268	310	7/7/2023	Transit Holdings Inc		B130-BUS BODY	\$ 200.31	-	-
4500055269	310	7/7/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 501.34	-	-
4500055270	310	7/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,255.37	-	-
4500055271	310	7/7/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 848.44	-	-
4500055272	310	7/7/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 472.16	-	-
4500055273	310	7/7/2023	Transit Holdings Inc		B130-BUS BODY	\$ 11,192.92	-	-
4500055274	310	7/7/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 250.80	-	-
4500055275	350	7/7/2023	Grah Safe & Lock Inc	Small Business	G200-OFFICE SUPPLIES	\$ 215.50	-	-
4500055276	360	7/7/2023	ABC General Contractor, Inc.		C120-SPECIALTY CONTRACTOR	\$ 21,175.52	-	15049.44
4500055277	360	7/7/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 412.92	-	-
4500055278	310	7/10/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 87.28	-	-
4500055279	310	7/10/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 103.70	-	-
4500055280	310	7/10/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,550.30	-	-
4500055281	310	7/10/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 19,900.20	-	-
4500055282	310	7/10/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,232.71	-	-
4500055283	310	7/10/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 14.01	-	-
4500055284	310	7/10/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 67.52	-	-
4500055285	310	7/10/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 481.15	-	-
4500055286	140	7/10/2023	Comfort Mechanical Inc	Small Business	M160-SUMP PUMP STATIONS	\$ 1,903.00	-	-
4500055287	140	7/10/2023	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	\$ 12.95	-	-
4500055288	140	7/10/2023	Motion Industries, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 122.02	-	-
4500055289	310	7/10/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 786.58	-	-
4500055290	320	7/10/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,965.37	-	-
4500055291	320	7/10/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 14,078.81	-	-
4500055292	310	7/10/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 135.71	-	-
4500055293	140	7/10/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 290.77	-	-
4500055294	140	7/10/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 491.62	-	-
4500055295	140	7/10/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 136.68	-	-
4500055296	140	7/10/2023	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 21.53	-	-
4500055297	140	7/10/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 103.77	-	-
4500055298	140	7/10/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 156.08	-	-
4500055299	140	7/10/2023	Charter Industrial Supply Inc	Small Business	G130-SHOP TOOLS	\$ 1,199.72	-	-
4500055300	140	7/10/2023	Fastenal Company		G120-SECURITY	\$ 3,364.79	-	-
4500055301	140	7/10/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 290.77	-	-
4500055302	140	7/10/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 284.13	-	-
4500055303	140	7/10/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 271.37	-	-
4500055304	140	7/10/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 156.08	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055305	140	7/10/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 574.85	-	-
4500055306	140	7/10/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 562.46	-	-
4500055307	310	7/10/2023	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 233.82	-	-
4500055308	310	7/10/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 112.70	-	-
4500055309	310	7/10/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,381.68	-	-
4500055310	310	7/10/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 158.26	-	-
4500055311	310	7/10/2023	Gillig LLC		B140-BUS CHASSIS	\$ 416.09	-	-
4500055312	310	7/10/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,146.16	-	-
4500055313	310	7/10/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 522.13	-	-
4500055314	310	7/10/2023	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	\$ 1,481.18	-	-
4500055315	140	7/10/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 303.37	-	-
4500055316	310	7/10/2023	Cummins Inc		B130-BUS BODY	\$ 1,837.19	-	-
4500055317	310	7/10/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 352.65	-	-
4500055318	140	7/10/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,059.77	-	-
4500055319	310	7/10/2023	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$ 91.01	-	-
4500055320	140	7/10/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 3,312.50	-	-
4500055321	310	7/10/2023	Laird Plastics, Inc		F180-BUILDING MATERIALS	\$ 4,363.88	-	-
4500055322	310	7/10/2023	Vern Rose Inc		G160-PAINTS & CHEMICALS	\$ 479.01	-	-
4500055323	310	7/10/2023	Freeby Signs		B130-BUS BODY	\$ 92.21	-	-
4500055324	310	7/10/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 2,272.58	-	-
4500055325	310	7/10/2023	Daniel Hopkins		P280-GENERAL SVC AGRMNTS	\$ 3,600.00	-	-
4500055326	140	7/10/2023	Kenneth Place		F190-LANDSCAPING MAT'LS	\$ 211.15	-	-
4500055327	140	7/10/2023	Kenneth Place		G130-SHOP TOOLS	\$ 215.49	-	-
4500055328	140	7/10/2023	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	\$ 156.24	-	-
4500055329	140	7/10/2023	Hani Toma		P280-GENERAL SVC AGRMNTS	\$ 188.57	-	-
4500055330	140	7/10/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 116.91	-	-
4500055331	140	7/10/2023	Rambuilt Glass LLC		F180-BUILDING MATERIALS	\$ 6,900.00	-	-
4500055332	310	7/11/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,209.43	-	-
4500055333	310	7/11/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,079.79	-	-
4500055334	310	7/11/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 138.03	-	-
4500055335	310	7/11/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 680.28	-	-
4500055336	310	7/11/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 2,283.78	-	-
4500055337	310	7/11/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 67.52	-	-
4500055338	140	7/11/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 1,886.16	-	-
4500055339	140	7/11/2023	RS Americas, Inc.		G170-LUBRICANTS	\$ 890.44	-	-
4500055340	140	7/11/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 1,966.25	-	-
4500055341	220	7/11/2023	Mid-Eastern Partners		P310-ADVERTISING SERVICES	\$ 2,945.93	-	-
4500055342	150	7/11/2023	Conduent Transport Solutions, Inc.		I120-INFO TECH, SVCS	\$4,503,221.00	\$ 167,970.15	-
4500055343	220	7/11/2023	Backstage Holdco LLC		G260-MEDIA	\$ 7,050.00	-	-
4500055344	220	7/11/2023	Gotcha Media Holdings LLC		P310-ADVERTISING SERVICES	\$ 4,800.00	-	-
4500055345	320	7/11/2023	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$ 15,830.40	-	-
4500055346	310	7/11/2023	Transit Products and Services		B130-BUS BODY	\$ 6,896.00	-	-
4500055347	310	7/11/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,234.60	-	-
4500055348	310	7/11/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 96.02	-	-
4500055349	310	7/11/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 174.29	-	-
4500055350	310	7/11/2023	ABB Inc.		R160-RAIL/LRV ELECTRICAL	\$ 7,967.72	-	-
4500055351	310	7/11/2023	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 729.08	-	-
4500055352	310	7/11/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 87.86	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055353	310	7/11/2023	Charter Industrial Supply Inc	Small Business	B140-BUS CHASSIS	\$ 61.40	-	-
4500055354	310	7/11/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 42.61	-	-
4500055355	310	7/11/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 76.75	-	-
4500055356	310	7/11/2023	Gillig LLC		B200-BUS PWR TRAIN EQUIP	\$ 616.56	-	-
4500055357	310	7/11/2023	Gillig LLC		B120-BUS MECHANICAL PARTS	\$ 3,221.73	-	-
4500055358	220	7/11/2023	Downtown San Diego Partnership		P310-ADVERTISING SERVICES	\$ 1,260.00	-	-
4500055359	310	7/11/2023	Motion Industries, Inc.		B250-BUS REPAIR PARTS	\$ 104.67	-	-
4500055360	220	7/11/2023	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$ 6,107.07	-	-
4500055361	140	7/11/2023	JKL Cleaning Systems	Small Business	G180-JANITORIAL SUPPLIES	\$ 9,936.72	-	-
4500055362	220	7/11/2023	South County Economic Development		P310-ADVERTISING SERVICES	\$ 385.00	-	-
4500055363	140	7/11/2023	Antonio's Metal Works, Inc.		F190-LANDSCAPING MAT'LS	\$ 3,870.00	-	-
4500055364	220	7/11/2023	LinguaLinx Language Solutions, Inc.		P310-ADVERTISING SERVICES	\$ 24.86	-	-
4500055365	320	7/11/2023	County of San Diego		P180-LEASES, OTHER	\$ 1,666,626.00	-	-
4500055366	320	7/11/2023	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$ 103.25	-	-
4500055367	140	7/11/2023	Winzer Franchise Company		M120-OVRHEAD CATENARY SYS	\$ 1,666.90	-	-
4500055368	310	7/11/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,329.21	-	-
4500055369	140	7/11/2023	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 614.18	-	-
4500055370	310	7/11/2023	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$ 56.26	-	-
4500055371	310	7/11/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 25,987.61	-	-
4500055372	140	7/11/2023	Matthias Moos		M120-OVRHEAD CATENARY SYS	\$ 783.35	-	-
4500055373	310	7/11/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 226.37	-	-
4500055374	220	7/11/2023	United Design Group, Inc.		G230-PRINTED MATERIALS	\$ 5,832.59	-	-
4500055375	140	7/12/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 4,424.77	-	-
4500055376	310	7/12/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 57.11	-	-
4500055377	310	7/12/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,414.76	-	-
4500055378	310	7/12/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 405.18	-	-
4500055379	310	7/12/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,253.97	-	-
4500055380	310	7/12/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,150.04	-	-
4500055381	140	7/12/2023	Railroad Tools & Solutions LLC		G130-SHOP TOOLS	\$ 197.19	-	-
4500055382	310	7/12/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,794.06	-	-
4500055383	140	7/12/2023	Kenneth Place		P130-EQUIP MAINT REPR SVC	\$ 278.45	-	-
4500055384	310	7/12/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 157.52	-	-
4500055385	310	7/12/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,883.39	-	-
4500055386	220	7/12/2023	711 Print Enterprises Inc		G120-SECURITY	\$ 859.86	-	-
4500055387	220	7/12/2023	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	\$ 665.16	-	-
4500055388	140	7/12/2023	Carlos Guzman Inc		R220-RAIL/LRV TRUCKS	\$ 5,899.98	-	-
4500055389	220	7/12/2023	Flags Importer Corporation		G200-OFFICE SUPPLIES	\$ 216.07	-	-
4500055390	140	7/12/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,954.30	-	-
4500055391	310	7/12/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 212.38	-	-
4500055392	140	7/12/2023	Citywide Auto Glass Inc		G130-SHOP TOOLS	\$ 32.33	-	-
4500055393	310	7/12/2023	Genfare, LLC		B190-BUS FARE EQUIP	\$ 4,343.71	-	-
4500055394	140	7/12/2023	San Diego Seal, Inc.	Small Business	R220-RAIL/LRV TRUCKS	\$ 1,373.95	-	-
4500055395	310	7/12/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 4,151.79	-	-
4500055396	140	7/12/2023	Lawson Products, Inc.		R220-RAIL/LRV TRUCKS	\$ 357.34	-	-
4500055397	310	7/12/2023	Trentman Corp	Small Business	P280-GENERAL SVC AGRMNTS	\$ 886.34	-	-
4500055398	310	7/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,158.34	-	-
4500055399	310	7/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 125.20	-	-
4500055400	310	7/13/2023	Muncie Reclamation and Supply Co		B120-BUS MECHANICAL PARTS	\$ 95.79	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055401	310	7/13/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,900.10	-	-
4500055402	310	7/13/2023	Transit Holdings Inc		B130-BUS BODY	\$ 3,497.20	-	-
4500055403	310	7/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,141.12	-	-
4500055404	310	7/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 18.43	-	-
4500055405	310	7/13/2023	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$ 464.51	-	-
4500055406	310	7/13/2023	Gillig LLC		B130-BUS BODY	\$ 3,008.42	-	-
4500055407	220	7/13/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 88.67	-	-
4500055408	310	7/13/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,925.32	-	-
4500055409	310	7/13/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 114.64	-	-
4500055410	310	7/13/2023	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	\$ 1,011.55	-	-
4500055411	310	7/13/2023	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	\$ 639.76	-	-
4500055412	310	7/13/2023	B&H Foto & Electronics Corp		R160-RAIL/LRV ELECTRICAL	\$ 2,262.11	-	-
4500055413	310	7/13/2023	B & S Graphics Inc		B130-BUS BODY	\$ 77.59	-	-
4500055414	140	7/13/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 2,699.96	-	-
4500055415	310	7/13/2023	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$ 717.62	-	-
4500055416	310	7/13/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 146.27	-	-
4500055417	310	7/13/2023	CRH California Water, Inc.		M140-WAYSIDE SIGNALS	\$ 28.28	-	-
4500055418	310	7/13/2023	Luminator Technology Group Global		B160-BUS ELECTRICAL	\$ 1,380.28	-	-
4500055419	310	7/13/2023	Transit Holdings Inc		B130-BUS BODY	\$ 3,737.96	-	-
4500055420	310	7/13/2023	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 106.14	-	-
4500055421	310	7/13/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 2,975.28	-	-
4500055422	310	7/13/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 75.86	-	-
4500055423	220	7/13/2023	David Bond		P490-MANAGEMENT TRAINING	\$ 285.00	-	-
4500055424	310	7/13/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 1,176.76	-	-
4500055425	310	7/13/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 89.46	-	-
4500055426	140	7/13/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 4,380.85	-	-
4500055427	310	7/13/2023	Motion Industries, Inc.		G130-SHOP TOOLS	\$ 41.33	-	-
4500055428	310	7/13/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 86.58	-	-
4500055429	140	7/13/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 2,480.30	-	-
4500055430	310	7/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,669.05	-	-
4500055431	310	7/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 13.70	-	-
4500055432	310	7/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 778.48	-	-
4500055433	310	7/14/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 7,014.60	-	-
4500055434	310	7/14/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,725.29	-	-
4500055435	310	7/14/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 75.43	-	-
4500055436	140	7/14/2023	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$ 3,529.79	-	-
4500055437	140	7/14/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 1,922.43	-	-
4500055438	140	7/14/2023	OneSource Distributors, LLC		M180-STATION ELECTRICAL	\$ 615.89	-	-
4500055439	310	7/14/2023	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	\$ 0.03	-	-
4500055440	310	7/14/2023	Motion Industries, Inc.		B120-BUS MECHANICAL PARTS	\$ 2,904.05	-	-
4500055441	310	7/14/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 34.36	-	-
4500055442	310	7/14/2023	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	\$ 33,313.61	-	-
4500055443	140	7/14/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 1,743.91	-	-
4500055444	310	7/14/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 290.15	-	-
4500055445	310	7/14/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 108.85	-	-
4500055446	140	7/14/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 374.43	-	-
4500055447	140	7/14/2023	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	\$ 2,361.77	-	-
4500055448	140	7/14/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 4,293.84	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055449	140	7/14/2023	Hani Toma		P280-GENERAL SVC AGRMNTS	\$ 229.67	-	-
4500055450	140	7/14/2023	Hani Toma		P280-GENERAL SVC AGRMNTS	\$ 764.92	-	-
4500055451	140	7/14/2023	Sloan Electric Corporation		R170-RAIL/LRV HVAC	\$ 6,562.86	-	-
4500055452	140	7/14/2023	Robcar Corporation	Woman Owned Business	G110-BUS/TROLLEY SIGNAGE	\$ 86.86	-	-
4500055453	140	7/16/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 15,994.42	-	-
4500055454	140	7/16/2023	Aymar Industries, LLC.		R140-RAIL/LRV DOORS/RAMP	\$ 2,957.20	-	-
4500055455	140	7/16/2023	Applied Industrial		G140-SHOP SUPPLIES	\$ 189.03	-	-
4500055456	140	7/16/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 7,527.63	-	-
4500055457	140	7/16/2023	General Signals Inc		M130-CROSSING MECHANISM	\$ 901.87	-	-
4500055458	140	7/16/2023	IPD Packaging		G140-SHOP SUPPLIES	\$ 754.25	-	-
4500055459	140	7/16/2023	Willy's Electronic Supply Co Inc	Small Business	G130-SHOP TOOLS	\$ 188.02	-	-
4500055460	140	7/16/2023	Sid Tool Co., Inc.		G180-JANITORIAL SUPPLIES	\$ 742.58	-	-
4500055461	140	7/16/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 1,536.52	-	-
4500055462	140	7/16/2023	Hi-Tec Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 1,621.65	-	-
4500055463	140	7/16/2023	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$ 368.92	-	-
4500055464	140	7/16/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 2,422.40	-	-
4500055465	140	7/16/2023	JDK Railroad Materials, Inc.		P280-GENERAL SVC AGRMNTS	\$ 1,950.00	-	-
4500055466	140	7/16/2023	D's Kustom Sales & Services, LLC		G140-SHOP SUPPLIES	\$ 323.25	-	-
4500055467	310	7/17/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 60.45	-	-
4500055468	310	7/17/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 46.34	-	-
4500055469	310	7/17/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 645.86	-	-
4500055470	310	7/17/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4.10	-	-
4500055471	310	7/17/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,804.43	-	-
4500055472	310	7/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 409.38	-	-
4500055473	310	7/17/2023	Transit Holdings Inc		G140-SHOP SUPPLIES	\$ 4,563.39	-	-
4500055474	140	7/17/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 16,426.27	-	-
4500055475	140	7/17/2023	W. Baker Management Inc		R160-RAIL/LRV ELECTRICAL	\$ 3,513.73	-	-
4500055476	140	7/17/2023	CalMat Co.		T160-TRACK, AGGREGATES	\$ 3,174.69	-	-
4500055477	150	7/17/2023	San Diego Taxpayers		P280-GENERAL SVC AGRMNTS	\$ 5,000.00	-	-
4500055478	320	7/17/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,903.72	-	-
4500055479	320	7/17/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,823.99	-	-
4500055480	320	7/17/2023	Llarena, Murdock, Lopez	Minority Owned Business	P340-LEGAL	\$ 150,000.00	-	-
4500055481	310	7/17/2023	Mcmaster-Carr Supply Co		B120-BUS MECHANICAL PARTS	\$ 535.20	-	-
4500055482	310	7/17/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 825.05	-	-
4500055483	310	7/17/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 236.82	-	-
4500055484	310	7/17/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 119.80	-	-
4500055485	310	7/17/2023	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 3,369.95	-	-
4500055486	310	7/17/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 140.08	-	-
4500055487	310	7/17/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 2,482.69	-	-
4500055488	310	7/17/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 2,733.21	-	-
4500055489	310	7/17/2023	W.W. Grainger Inc		R220-RAIL/LRV TRUCKS	\$ 945.39	-	-
4500055490	310	7/17/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 986.01	-	-
4500055491	310	7/17/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 285.22	-	-
4500055492	310	7/17/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	-	-
4500055493	220	7/17/2023	Rayne - San Diego Inc		C110-GENERAL CONTRACTORS	\$ 504.00	-	-
4500055494	310	7/17/2023	Muncie Reclamation and Supply Co		B110-BUS HVAC SYSTEMS	\$ 339.90	-	-
4500055495	220	7/17/2023	Mohammad Karimi		C110-GENERAL CONTRACTORS	\$ 116.31	-	-
4500055496	310	7/17/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,130.31	-	-

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500055497	310	7/17/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 21.33	-	-
4500055498	310	7/17/2023	AirSupply Tools, Inc		G130-SHOP TOOLS	\$ 97.83	-	-
4500055499	310	7/17/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,936.02	-	-
4500055500	310	7/17/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 6,383.57	-	-
4500055501	140	7/17/2023	Laird Plastics, Inc		P280-GENERAL SVC AGRMNTS	\$ 454.91	-	-
4500055502	140	7/17/2023	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	\$ 816.62	-	-
4500055503	140	7/17/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 949.17	-	-
4500055504	310	7/18/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 107.87	-	-
4500055505	310	7/18/2023	Gillig LLC		B130-BUS BODY	\$ 4,213.49	-	-
4500055506	310	7/18/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 6.85	-	-
4500055507	310	7/18/2023	Cummins Inc		B160-BUS ELECTRICAL	\$ 12,241.34	-	-
4500055508	310	7/18/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,379.34	-	-
4500055509	310	7/18/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 364.38	-	-
4500055510	140	7/18/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 1,486.08	-	-
4500055511	140	7/18/2023	W.W. Grainger Inc		R180-RAIL/LRV LIGHTING	\$ 6,716.33	-	-
4500055512	140	7/18/2023	Daniel Hopkins		P280-GENERAL SVC AGRMNTS	\$ 3,600.00	-	-
4500055513	140	7/18/2023	Wesco Distribution Inc		M110-SUB STATION	\$ 382.24	-	-
4500055514	320	7/18/2023	Hypertec USA, Inc.		I110-INFORMATION TECH	\$ 68,483.68	-	-
4500055515	140	7/18/2023	Vinyard Doors, Inc.	Woman Owned Business	P120-BLDG/FACILITY REPRS	\$ 950.00	-	-
4500055516	140	7/18/2023	Cembre Inc		G130-SHOP TOOLS	\$ 4,902.63	-	-
4500055517	140	7/18/2023	NMS Management Inc	DBE	P120-BLDG/FACILITY REPRS	\$ 2,183.87	-	-
4500055518	140	7/18/2023	Robcar Corporation	Woman Owned Business	F180-BUILDING MATERIALS	\$ 465.48	-	-
4500055519	310	7/18/2023	Romaine Electric Corporation	Small Business	M130-CROSSING MECHANISM	\$ 2,670.39	-	-
4500055520	310	7/18/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 48.01	-	-
4500055521	310	7/18/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 15.16	-	-
4500055522	310	7/18/2023	Gillig LLC		B140-BUS CHASSIS	\$ 811.70	-	-
4500055523	310	7/18/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 18.21	-	-
4500055524	310	7/18/2023	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 1,903.42	-	-
4500055525	310	7/18/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 242.44	-	-
4500055526	140	7/18/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 219.94	-	-
4500055527	310	7/18/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 1,457.83	-	-